

CITY OF MONTEBELLO CITY COUNCIL
CALL AND NOTICE OF A SPECIAL MEETING

**PLEASE TAKE NOTICE THAT THE CITY COUNCIL HAS CALLED
A SPECIAL MEETING AS FOLLOWS:**

**CITY OF MONTEBELLO CITY HALL
CITY COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹
WEDNESDAY, DECEMBER 19, 2018 – 5:00 P.M.**

FOR THE PURPOSE OF THE FOLLOWING:

OPENING CEREMONIES

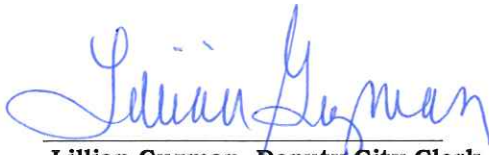
- 1. CALL MEETING TO ORDER:** Mayor Pro Tem Hadjinian
- 2. ROLL CALL:** City Clerk I. Barajas
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the Agency during this Special Meeting may only address the items which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a). If you wish to speak on said item, please fill out a form provided at the door, and turn it in to the Secretary prior to the beginning of Oral Communications so that you will have an opportunity to speak before or during consideration of that item. This also includes any request for Public Oral Communications on items listed for Closed Session prior to the Agency recessing into Closed Session.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please show courtesy to others and direct all of your comments to the Chairperson.

- 4. PUBLIC ORAL COMMUNICATIONS**

SEE ATTACHED AGENDA

ADJOURNMENT


Lillian Guzman, Deputy City Clerk
December 13, 2018

¹ In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

SPECIAL
CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ¹⁽²⁾
WEDNESDAY, DECEMBER 19, 2018
5:00 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR PRO TEM

SALVADOR MELENDEZ
COUNCILMEMBER

KIMBERLY ANN COBOS-CAWTHORNE
COUNCILMEMBER

ANGIE M. JIMENEZ
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

ACTING CITY MANAGER
Andrew G. Pasmant

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Finance Administrator
Interim Director of Planning/Community Development
Director of Recreation and Community Services
Director of Transportation

Danilo Batson
Fernando Pelaez
Brad Keller
Robert Mescher
Manuel Mancha
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Pro Tem Hadjinian**
- 2. ROLL CALL: City Clerk I. Barajas**

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

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²⁽²⁾ Please note that the information contained in this agenda is a summary of the staff report prepared on each item. Complete copies of each staff report are available in the Office of the City Clerk.

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council 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.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54957.9(d)(2)
Two Matters
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Two Cases: S. Crocker v. City of Montebello; G. Wilsey v. City of Montebello
6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: S. Hoffman v. City of Montebello
7. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association.
8. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: Montebello Hills Development Project – East side of Montebello Boulevard located at Lot 72 of Tract number 701 recorded in Book 16, pages 110 and 111
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Summit Properties/Toll Brothers Development
9. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco
10. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: City of Montebello v. All Persons, et al.

11. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957
Title: Acting City Manager
12. **PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957

REGULAR SESSION

13. INVOCATION

PLEDGE OF ALLEGIANCE

- 14. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council 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 the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council 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 aware that in accordance with State Law, the City Council 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.

15. **PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)**
16. **STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**
17. **CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER**
18. **APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of **ITEM NO. 22, 32** and any item upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

CONSENT MATTERS

- 19. AWARD AGREEMENT FOR BUILDING AND SAFETY SERVICES - REQUEST FOR PROPOSALS (RFP NO. 19-2)**

COMMENT: Upon review and analysis of the proposals to the City's Request for Proposal (RFP No. 19-2) for Building and Safety Services, the City Council will consider: 1) selecting and awarding a three-year agreement for Building and Safety Services for Building Official and Combination Building Inspector services; 2) approving a resolution of appropriation to fund the services of the selected consultant; 3) approving a two-month extension of the agreement with the current consultant to allow for any transition period (if necessary); and 4) and authorizing the Acting City Manager to execute the Agreement(s) on behalf of the City.

If new consultant is selected, it may be necessary to extend the agreement with the current consultant (Transtech Engineers) for an additional two-month during the transition period. It is estimated that this will cost \$18,465.

There is \$65,000 remaining (excluding the aforementioned two-month extension of \$18,465) in Planning and Community Development available for the remainder of the FY 2018/19 Budget to pay for the proposed services. Depending on the consultant selected an additional appropriation may be required to provide these services.

RECOMMENDATION: Staff recommends that the City Council: (1) Award a three-year agreement for Building and Safety Services for Building Official and Combination Building Inspector services (RFP No. 19-2) for the Planning and Community Development Department; (2) Approve a resolution of appropriation to fund the services of the selected consultant; (3) Approve a two-month extension of the agreement with the current consultant to allow any transition, if necessary; and (4) Authorize the Acting City Manager to execute the Agreement(s) on behalf of the City.

20. ATP GRANT FUNDS FOR THE MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT PROJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING AND DIRECTING STAFF TO MODIFY THE IRREVOCABLE OFFER OF DEDICATION FOR A RIGHT OF WAY EASEMENT FOR ACCESS, TRAIL AND BIKE PATH PURPOSES ON MONTEBELLO BOULEVARD BETWEEN LINCOLN AVENUE AND PARAMOUNT BOULEVARD FOR AN ACTIVE TRANSPORTATION PROGRAM FUNDED PROJECT IN ORDER TO ADDRESS POTENTIAL OVERLAP WITH CONSERVATION AREAS; AUTHORIZING AND DIRECTING THE STAFF TO EXECUTE AND RECORD THE CERTIFICATE OF ACCEPTANCE; MAKING FINDINGS THAT SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW IS NOT REQUIRED; AND AUTHORIZING AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION

COMMENT: The City of Montebello participated in a competitive grant proposal known as the Active Transportation Project (ATP) in 2017. On February 28, 2018, the Southern California Association of Governments (SCAG) officially notified the City of Montebello that the Montebello Boulevard Bike Lane and Sidewalk Improvement proposed project ("Project") had been approved by the SCAG Regional Council and the California Transportation Commission (CTC) as part of the Augmented 2017 Active Transportation Program. The Project was selected by METRO for early use of the ATP funds.

The proposed Project cost is estimated at \$5,755,000, including the cost of design and the completion of construction. The City was awarded \$4,187,000 of ATP funds for the construction of the Project while \$148,000 of Measure R and \$1,420,000 of Prop C/Prop A funds will be utilized as local matching funds.

There are no Fiscal Impacts in association with City Council's acceptance of the Irrevocable Offer of Land Dedication as the improvements would be fully covered by the ATP grant and City's matching funds as described above.

If approved, the City stands to secure \$4,187,000 of grant funds for street improvements on Montebello Boulevard.

RECOMMENDATION: That the City Council adopt the City Council Resolution to: (1) Find pursuant to California Public Resources Code section 21166 and State CEQA Guidelines section 15162 that the proposed right of way easement for access, trail and bike path purposes, and the improvements on that right of way easement, as modified, are fully covered by the Montebello Hills Specific Plan EIR and that no subsequent or supplemental environmental review is required; (2) Approve and direct Staff to modify the Irrevocable Offer of Dedication for a Right of Way Easement for Access, Trail and Bike Path Purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active

Transportation Program Funded Project in order to address potential overlap with conservation areas; (3) Authorize and direct the Acting City Manager to execute and record any documents necessary to effectuate the Resolution, including the Certificate of Acceptance to the Irrevocable Offer of Dedication; and (4) Authorize and direct Staff to prepare, execute, and file a Notice of Determination (NOD) with the Los Angeles County Recorder within five (5) working days after adoption of the Resolution.

21. AWARD A CONSTRUCTION CONTRACT FOR MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. NO. 864, BID # 19-05 TO SEQUEL CONTRACTORS, INC.

COMMENT: The City Council will consider: 1) awarding a Construction Contract for MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. No. 864, BID # 19-05 to Sequel Contractors, Inc. in the amount of \$5,776,272.20; 2) approving a Resolution of Appropriations adding additional Prop C and Measure R Funds in the amount of \$1,214,727, in order to fully fund the project and complete the proposed improvements; 3) authorizing the Acting City Manager to review and approve all change orders within a 10% contingency of the Contract Amount as recommended by the Assistant City Manager/Director of Public Works; and 4) authorizing the Acting City Manager to execute the Contract Agreement on behalf of the City.

Total Project costs will be \$6,969,726.42 including the cost of design, geotechnical Investigation, project management, construction management and inspection, project construction cost, legal services and a ten percent (10%) construction contingency. There is no impact on the General Fund Budget as sufficient funds are available from ATP Grant, SB 1 and Prop C funds. However, a Resolution of Appropriation in the amount of \$1,214,727 adding additional Prop C and Measure R Funds to the project budget is necessary to fully fund the project and complete the proposed improvements.

RECOMMENDATION: That the City Council: (1) Award a Construction Contract for MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. No. 864, BID # 19-05 to Sequel Contractors, Inc., in the amount of \$5,776,272.20; (2) Approve a Resolution authorizing the appropriation of \$1,214,727 from Prop C and Measure R Funds in order to fully fund the project and complete the proposed improvements; (3) Authorize the Acting City Manager to review and approve all change orders within 10% of the Contract Amount as recommended by the Assistant City Manager/Director of Public Works; and (4) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

22. PROFESSIONAL SERVICES AGREEMENTS FOR PROJECT OVERSIGHT CONSULTANT AND FUNDING APPROPRIATION

COMMENT: The City Council will consider: 1) approving a professional services agreement for oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project; 2) approve the retention of Michael Baker International in the amount of \$10,000; 3) approve the appropriation of funds from the Home2suite Bonds to fund the proposed services; and 4) authorize the Acting City Manager to execute the agreement on behalf of the City.

Funding for the services can be provided from the Home2Suite Hotel Project Bonds. As such, staff is seeking City Council's approval of the appropriation of \$35,000 for the proposed services. If hotel bond funds are used, there will be no impact on the City's General Fund.

RECOMMENDATION: That the City Council approve: (1) A professional services agreement for project oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project; (2) Approve the retention Michael Baker International in the amount of \$10,000; (3) Approve the appropriation of funds required to provide the proposed services from the Home2Suite Bonds, and (4) Authorize the Acting City Manager to execute the agreements on behalf of the City.

23. COMPLETION OF TRAFFIC STUDIES

COMMENT: The City Council will consider: 1) approving the performance of the various traffic studies as recommended by the Traffic & Safety Commission, and 2) authorizing the Acting City Manager to approve, on behalf of the City and in accordance with Resolution No. 17-40, both the expenditure of \$25,413 in Measure R Funds and the contract services with Infrastructure Engineers under Agreement No. 3066 on behalf of the City.

The total estimated cost to complete the studies is \$25,413. As part of the FY 2018/19 Capital Improvement Budget, the City Council appropriated \$50,000 in Measure R Funds for traffic engineering studies of which \$36,966 would remain after completion of the studies.

RECOMMENDATION: It is recommended that City Council: (1) Approve the performance of the various traffic studies as recommended by the Traffic & Safety Commission; and (2) Authorize the Acting City Manager to approve, on behalf of the City and in accordance with Resolution No. 17-40, both the expenditure of \$25,413 in Measure R Funds and the contract services with Infrastructure Engineers under Agreement No. 3066 on behalf of the City.

24. SAN GABRIEL MISSION MONUMENT SITE MAINTENANCE PROJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CITY COUNCIL FINDING THAT THE PROPOSED IRREVOCABLE OFFER OF DEDICATION CONFORMS TO THE CITY'S GENERAL PLAN, APPROVING AS TO FORM OF THE IRREVOCABLE OFFER OF DEDICATION OF FOR 0.079 ACRES OF THE SAN GABRIEL MISSION MONUMENT SITE FOR ONGOING MAINTENANCE, AUTHORIZING AND DIRECTING STAFF TO EXECUTE AND RECORD THE CERTIFICATE OF ACCEPTANCE, AUTHORIZING AND DIRECTING STAFF TO COMMENCE THE MAINTENANCE, MAKING FINDINGS THAT SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW IS NOT REQUIRED, AND AUTHORIZING AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION.

COMMENT: The project consists of ongoing maintenance to improvements for the San Gabriel Mission Monument site following damage caused by the Lincoln Fire of 2015. The project site is located at the Northwest corner of San Gabriel Boulevard and Lincoln Avenue and consists of 0.079 acres (3,441.24 square feet). This property is currently owned by Sentinel Peak Resources California LLC. Please see the attached location map showing the project boundaries.

T

here are no fiscal Impacts associated with City Council's acceptance of the Irrevocable Offer of Dedication. The maintenance of the San Gabriel Mission Monument Site is already included in the FY 2018/19 Recreation and Community Services Maintenance and Operations, as it has been maintained by the City for several years. Additionally, the improvements to the site would be covered by the County District's grant of \$150,000, described above.

RECOMMENDATION: That the City Council adopt the attached City Council Resolution to: (1) Find that subsequent or supplemental environmental review is not required by CEQA (1) under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, and, (2) alternatively, under State CEQA Guidelines section 15301 (Exemption for Class 1, Existing Facilities); (2) Find that the proposed Irrevocable Offer of Dedication for maintenance for the San Gabriel Mission Monument site conforms to the City's General Plan pursuant to Government Code section 65402; (3) Approve as to form the Irrevocable Offer of Dedication; (4) Authorize and direct the Acting City Manager to execute any documents reasonably necessary effectuate the purpose of this Resolution, including to execute and record the Certificate of Acceptance for the Irrevocable Offer of Dedication; (5) Authorize and Direct Staff to commence the maintenance contemplated by the Irrevocable Offer of Dedication; and (6) Authorize and

Direct Staff to prepare, execute, and file a Notice of Determination (NOD) with the Los Angeles County Recorder within five (5) working days after adoption of the attached Resolution.

25. STATE AUDITOR REPORT

COMMENT: On December 11, 2018, the California State Auditor issued its final audit report for the City of Montebello (Exhibit A), available on the State Auditor's website. The report will also be added to the City's website. The report discusses issues such as the City of Montebello's long term obligations, hotel operations, contracting practices, and staffing needs. In addition, it outlines recommendations to address each risk identified.

RECOMMENDATION: The City Council will receive and file the State Auditor's report for the City of Montebello.

26. BUDGET APPROPRIATION FOR POLICE DISPATCH CENTER CONSOLES

COMMENT: Use of Drug Asset Forfeiture funds requires approval by the Chief of Police and City Manager prior to submission to the City Council for final approval. The Drug Asset Forfeiture Account has a balance of approximately \$753,504.00. Staff recommends that the City Council approve appropriation of Drug Asset Forfeiture Funds in order to make a lease payment to Motorola Solutions for fiscal year 2018-2019 in the amount of \$ 300,782.91

The total cost of the project is \$601,565.82, with the final payment of \$300,782.91 due on January 1, 2020. The remaining payment will be included in the budget for fiscal year 2019-2020.

RECOMMENDATION: It is recommended that the City Council approve the Resolution authorizing the appropriation of Drug Asset Forfeiture funds to finance the lease between the City and Motorola Solutions for Police Dispatch radio equipment.

The radios are used by police dispatchers and 911 operators to meet the radio communication needs of the City of Montebello. The lease agreement was executed on December 20, 2016 - City of Montebello Agreement No. 3234.

The Resolution would approve the transferring of funds from the Drug Asset Forfeiture account to the Police Department account.

27. AWARD A PURCHASE ORDER CONTRACT FOR JANITORIAL SUPPLIES

COMMENT: The City Council will consider awarding a purchase order to Clean Sweep Supply in an amount not to exceed \$40,000 for a majority of supplies and approve P&R Paper Supply as a secondary and supplemental supplier for the City-wide purchase of cleaning and janitorial supplies for the remainder of the current Fiscal Year (FY 2018-19) and authorize the Finance Administrator to approve the corresponding purchase orders.

Approval of a City-wide Purchase Order with Clean Sweep Supply in an amount not to exceed \$40,000 will allow for Departments to purchase needed items from their respective Janitorial Supply accounts in accordance with their current approved budgets. No additional funds are being proposed to be spent above what has already been approved in the adopted Fiscal Year 2018-19 Budget.

RECOMMENDATION: That the City Council award a purchase order to Clean Sweep Supply in an amount not to exceed \$40,000 for janitorial supplies and approve P&R Paper Supply as a secondary and supplemental supplier for the City-wide purchase of cleaning and janitorial supplies for the remainder of the current Fiscal Year (FY 2018-19) and authorize the Finance Administrator to approve the corresponding purchase orders.

28. PROFESSIONAL SERVICES AGREEMENTS FOR ADMINISTRATION OF HOME/CDBG PROGRAM SERVICES

COMMENT: The City Council will consider approving a First Amendment to the Professional Services Agreements for HOME/CDBG Program services with: 1) Michael Baker International (“MBI”), and 2) Avant Garde Inc., and authorize the Acting City Manager to execute the Amendments on behalf of the City.

The Professional Services Agreements will be funded through the annual HOME/CDBG allocation funding. As such, there would not be a direct impact to the General Fund.

RECOMMENDATION: It is recommended that the City Council approve a First Amendment to the Professional Services Agreements for HOME/CDBG Program services with: 1) Michael Baker International (“MBI”), and 2) Avant Garde Inc., and authorize the Acting City Manager to execute the Amendments on behalf of the City.

29. RECOMMENDATION FOR THE PURCHASE OF A TYPE I FIRE ENGINE

COMMENT: That the City Council approve the purchase of a new Type I Fire Engine, utilizing a cooperative purchasing agreement or “piggy-back”, on or of the Los Angeles County Fire Departments’ bid award to Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) of Pennsylvania pursuant to Municipal Code section 3.20.050(C), in the amount of \$637,567.03, and allow the Acting City Manager to exercise the written agreement in substantially the same form as the original competitively bid agreement between the County and KME as approved by our City Attorney’s Office.

The lease purchase of this Type I Fire Engine was budgeted, and would not require a budget appropriation. This was budgeted for the Fiscal Year 2017/2018, and the purchase did not take place, as the Montebello Fire Department was developing the specification for the bid. The amount was budgeted again in Fiscal Year 2018/2019, at which time the ability to participate in a cooperative purchase agreement or “piggy-back” scenario arose. The annual lease amount will continue to be budgeted in the future departmental budget, in order to cover the cost of the apparatus.

RECOMMENDATION: That the City Council approve the purchase of a new Type I Fire Engine, utilizing a cooperative purchasing agreement or “piggy-back”, on or of the Los Angeles County Fire Departments’ (County’s) bid award to Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) of Pennsylvania, in the amount of \$637,567.03, and allow the Acting City Manager to exercise the written agreement in substantially the same form as the original competitively bid agreement between the County and KME as approved by our City Attorney’s Office. This recommended approval requires a four/fifths (4/5) vote to dispense with the City Municipal Code’s competitive bidding procedures upon a finding that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same pursuant to Municipal Code section 3.20.050(C).

30. APPROVAL OF FINAL TRACT MAP NO. 78215 FOR PROPERTIES LOCATED AT 114 N. 6TH STREET, 117 & 125 N. 5TH STREET, AND 520 W. WHITTIER BOULEVARD (THE OLSON COMPANY)

COMMENT: The City Council will consider approval of the Final Tract Map No. 78215 for properties located at 114 N. 6th Street, 117 & 125 N. 5th Street, and 520 W. Whittier Boulevard (The Olson Company, LLC).

There is no impact on the City’s General Fund.

RECOMMENDATION: It is recommended that City Council: (1) Approve Final Tract Map No. 78215; and (2) Authorize the City Clerk, City Treasurer, and the City Engineer to execute the certificate on the map showing the City's approval of Final Tract Map No. 78215.

31. CONTINUATION OF CALPERS CONTRIBUTIONS

COMMENT: The City Council will consider approval of various resolutions continuing the CalPERS Contributions for employees while labor negotiations are underway between the City and the various employee organizations.

The proposed CalPERS contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3.28.020 and the Transit Enterprise Fund where applicable. No General Fund revenues will be used to pay for the CalPERS contributions.

RECOMMENDATION: Staff recommends that the City Council approve the attached resolution continuing the CalPERS Contributions for non-represented classic member employees, and the attached side letters, substantially in form, for non-safety and safety units, during the City's labor negotiations with the various employee organizations.

32. PROPOSED PROCUREMENT POLICY CHANGES

COMMENT: The City will benefit from the repeal of Resolution 17-40 and a clarification of limits and procedures to procure goods and services.

There is no significant direct fiscal impact with this item. The proposed changes would increase internal controls, reduce the risk of noncompliance with regulating agencies and grantors, while decreasing the processing time and labor costs to procure goods and services.

RECOMMENDATION: That City Council consider to: (1) Amending or repealing Resolution 17-40; and (2) Propose amendments to Chapters 3.20 and 3.21 in the Municipal Code to improve internal controls, increase efficiencies and reduce overall costs regarding procurement of goods and services.

33. PIGGYBACKING PROCUREMENT ORDINANCE

COMMENT: Piggybacking is a common local public agency procurement practice because it can produce significant savings, including cost, time, and other resources, as the consolidated buying power of multiple agencies may result in a lower overall cost than if the City attempted to procure the goods or services on its own.

The proposed ordinance attached to this staff report allows for "piggybacking" so long as: (1) The purchase contract with the vendor(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating governmental agency or other organization; and (2) The purchase is made within two years of the competitive bid or negotiation; and (3) The purchase conforms to the City's specifications for the item or service; and (4) The estimated price of the purchase is lower than that estimated for the purchase if made directly by the City pursuant to the otherwise applicable Municipal Code provisions.

This ordinance enables the City to utilize piggybacking, under limited circumstances, in order to procure supplies, equipment, and services that have already been competitively bid by other governmental agencies, without spending resources to create its own bid proposal process and encounter associated procurement delays and costs.

RECOMMENDATION: City staff recommends that the City Council introduce and waive the first reading of an ordinance expressly authorizing "piggybacking" contracts for the purchase of supplies, equipment, and services, under certain circumstances.

34. AUTHORIZE UPGRADES TO THE FINANCE DEPARTMENT SOFTWARE; AUTHORIZE A CREDIT CARD MERCHANT PROCESSING AGREEMENT

COMMENT: The City Council will consider the purchase of the Contract Management Module, Tyler Cashiering Module, and Unlimited User Licenses for NWS; and authorizing a credit card merchant processing agreement with Automated Merchant Systems.

The total cost for all of the items discussed above is approximately \$57,940.

RECOMMENDATION: Staff recommends that the City Council: (1) Authorize an amendment to the contract with Tyler Technologies for the purchase and implementation of: (A) Contract Management Module; (B) Tyler Cashiering Module; and (C) Unlimited User Licenses; (2) Authorize a credit card merchant processing agreement with Automated Merchant Systems ("AMS"); (3) Approve the additional appropriation needed for the software, user licenses, hardware, and related implementation and training costs not to exceed \$57,940; (4) Authorize the Acting City Manager to execute all necessary documents and to purchase required hardware, software, services, and training to implement these upgrades; (5) Find that Tyler Technologies and Tyler Technologies' partner, AMS, are sole source providers and waive the need for competitive procurement as allowed under MMC 3.20.050(B).

35. SECOND AMENDMENT TO SERVICES AGREEMENT (AGREEMENT NO. 3242) WITH YORK RISK SERVICES GROUP, INC., FOR WORKER'S COMPENSATION CLAIMS ADMINISTRATION

COMMENT: The City Council will consider approving a Second Amendment to the Services Agreement with York Risk Services Group, Inc., for worker's compensation claims administration.

Funds for the proposed Second Amendment have been allocated in the City's Self-Funded Insurance Account.

RECOMMENDATION: That the City Council approve a Second Amendment to the Services Agreement (Agreement No. 3242) ("Agreement") with York Risk Services Group, Inc., for Worker's Compensation Claims Administration; and authorize the Acting City Manager to execute the Amendment on behalf of the City.

36. YEAR-TO-DATE FINANCIAL REPORT FOR THE FIRST FOUR MONTHS ENDING OCTOBER 31, 2018

COMMENT: The City Council will receive and file the Financial Report providing a year-to-date update on the financial information for the City's General Fund as well as the various Enterprise Funds and the Internal Service Fund. Overall, the City is financially performing well as compared to the adopted FY18-19 Budget.

There is no fiscal impact as the report is for informational purposes.

RECOMMENDATION: That the City Council receive and file the year-to-date financial reports of the General Fund, Enterprise Fund and Self-Insurance Fund for the period July 1, 2018 through October 31, 2018.

37. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: A. Estrada in the amount of \$417,595.00; L. Solis in the amount of \$1,000.00; Arakelian Enterprises in the amount of \$500,000.00; L. Aguirre in the amount of \$4,500.00; and S. Tom in the amount of \$15,000.00.

38. CANCELLATION OF DECEMBER 26, 2018 CITY COUNCIL MEETING

COMMENT: The second meeting in December 2018 is scheduled for December 26, 2018, the day after the Christmas holiday. In light of the Christmas holiday, City Council will consider cancelling or rescheduling the regular meeting on December 26, 2018. There is no fiscal impact.

RECOMMENDATION: It is recommended that the City Council: Keep, cancel or reschedule the regularly scheduled City Council meeting of December 26, 2018.

39. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED DECEMBER 19, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated December 19, 2018.

40. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

41. COUNCILMEMBER MELENDEZ

None.

42. COUNCILMEMBER COBOS-CAWTHORNE

- a. Cell phone, personal electronic etc. usage
- b. Discuss future community town hall meetings

43. COUNCILMEMBER JIMENEZ

None.

44. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew Pasmant, Acting City Manager
BY: Manuel Mancha, Interim Planning and Community Development Director
SUBJECT: Award Agreement for Building and Safety Services - Request For Proposals (RFP No. 19-2)
DATE: December 19, 2018
(Continued from the 11/28/18 City Council Meeting)

RECOMMENDATION

Staff recommends that the City Council:

1. Award a three-year agreement for Building and Safety Services for Building Official and Combination Building Inspector services (RFP No. 19-2) for the Planning and Community Development Department.
2. Approve a resolution of appropriation to fund the services of the selected consultant.
3. Approve a two-month extension of the agreement with the current consultant to allow any transition, if necessary.
4. Authorize the Acting City Manager to execute the Agreement(s) on behalf of the City.

BACKGROUND

On August 6, 2018, the CITY issued a Request for Proposals (RFP) No.19-2 seeking proposals from qualified consultants to provide Building and Safety Services. The City of Montebello solicited proposals from qualified firms to provide services for a Building Official and Combination Building inspector for the Building Division. The RFP was posted on the City web site and on the Planet Bids.

On August 30, 2018, at 3:00 P.M. RFP No. 19-2 closed; a total of seven (7) consulting firms submitted proposals to the City. Below is a list of all seven consulting firms.

ANALYSIS

The intent is to provide professional building and safety services to the City; this includes, but is not limited to providing professional services in all of the following areas: Building Official Services and Combination Building Inspection Services, and Building Abatement. The selected firm will provide building and safety services under the direction of the City's Planning and Community Development Director. It is the City's intent to select one (1) firm to provide all of the services.

The following companies submitted responses to the RFP (alphabetical order):

- 4Leaf Inc.
- CSG Consultants
- Infrastructure Engineers, Inc.
- Interwest Consulting Group
- Transtech Engineers
- VCA Code
- Willdan Engineering

The Evaluation Committee reviewed and evaluated the proposals in accordance with the scoring criteria established in RFP No. 19-2. The scoring criteria are:

Category & Description	Points
Firm Experience with similar projects	20
Ability to work effectively with the City	20
Proposal Fee	40
References	20
TOTAL POINTS AVAILABLE	100

As part of the evaluation, Staff reviewed the proposed annual fee for the above mentioned services. Below is a breakdown of these fees for each of the proposals for a period of 3 years, 1 year and 6 months (by fee):

Company (Proposer)	Cost for Service Overall 3 Yrs.	Annual Cost for Service	Estimated 6-month (remainder of fiscal year)
VCA Code	\$361,920	\$120,640	\$60,320
Interwest Consulting Group	\$378,144	\$126,048	\$63,024
Transtech Engineers, Inc.	\$389,792	\$129,930	\$64,956
Willdan Engineering	\$411,840	\$137,280	\$68,640
Infrastructure Engineers	\$413,478	\$137,826	\$68,913
CSG Consultants	\$436,800	\$145,600	\$72,800
4Leaf Inc.	\$474,240	\$158,080	\$79,040

As part of the staff report, staff prepared a detailed comparison sheet showing the annual fee for the requested three years. (See Attachment E).

Below are the average panel scores for each firm (by score):

Company	Score (Average)
VCA Code	91
Transtech Engineers, Inc.	90
Infrastructure Engineering	90
Interwest Consulting Group	90
Willdan Engineering	90
CSG Consultants	85
4Leaf Inc.	75

Term of the Agreement

The proposed Agreement shall be for a period of three (3) year with a two (2) year optional extension upon approval of the City Council.

FISCAL IMPACT

The Building and Safety Services will provide the services listed in RFP No. 19-2.

If new consultant is selected, it may be necessary to extent the agreement with the current consultant (Transtech Engineers) for an additional two-month during the transition period. It is estimated that this will cost \$18,465.

There is \$65,000 remaining (excluding the aforementioned two-month extension of \$18,465) in Planning and Community Development available for the remainder of the FY 2018/19 Budget to pay for the proposed services. Depending on the consultant selected an additional appropriation may be required to provide these services.

Summary

Upon review and analysis of the proposals to the City's Request for Proposal (RFP No. 19-2) for Building and Safety Services, the City Council will consider: 1) selecting and awarding a three-year agreement for Building and Safety Services for Building Official and Combination Building Inspector services; 2) approving a resolution of appropriation to fund the services of the selected consultant; 3) approving a two-month extension of the agreement with the current consultant to allow for any transition period (if necessary); and 4) and authorizing the Acting City Manager to execute the Agreement(s) on behalf of the City.

ATTACHMENTS

- A- Resolution
- B- Contract Agreement
- C- RFP 19-2 – Building and Safety Services
- D- Copies of Proposals
- E- Fee Proposals Comparison Sheet.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____.

THIS AGREEMENT ("Agreement") is made and entered into on _____, 2018, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONSULTANT"). CITY and 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 building and safety services in the CITY;

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. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Building and Safety Services (August 6, 2018) ("Request for Proposals"), as such is set forth fully in **Exhibit "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 attachments hereto, the terms of this Agreement shall govern.

B. CONSULTANT shall provide to CITY the Building and Safety Services scope of work that is set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONSULTANT shall be compensated for the performance of the Professional Services as a fixed fee and not to exceed fee of \$###,###.00 ("Compensation"). CONSULTANT shall provide an itemized billing statement to the CITY for Professional

Services performed. CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

- A. This Agreement shall commence upon issuance of the Notice to proceed by the City ("Effective Date"), and shall be for a one (1) year term from the time of execution with a two (2) year optional extension at either one (1) year or two (2) years as mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. 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. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONSULTANT shall have the right to retain, subject to CITY's approval, additional individuals, consultants or sub-consultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or sub-consultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by 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.

SECTION 4. WORK PRODUCT.

a. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to 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. 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 CONSULTANT.

b. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by 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. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. 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 Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. 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 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 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, CONSULTANT 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 CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services

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 CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that 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 CONSULTANT provides the CITY with adequate proof that 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. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONSULTANT during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 10. 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 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, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY, CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT'S sub-consultants 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. CITY shall not deduct from the Compensation paid to 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 CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its

employees or sub-consultants with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONSULTANT or any employee, agent, or sub-consultant of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or sub-consultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and sub-consultants 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 CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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 13. 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 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 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 14. INSURANCE COVERAGE.

During the term of this Agreement, 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 a 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 a 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.

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.

CONTACTOR shall require each of its sub-consultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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.

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. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

At all times during the term of this Agreement, CONSULTANT shall maintain on file with 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. CONSULTANT shall, prior to the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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 weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents, and volunteers as additional insured's. 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. 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.

The insurance provided by CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT'S employees, agents or subCONSULTANTS, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT'S liability or as fall performance of CONSULTANT'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of 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 CONSULTANT and shall not bind or purport to bind the CITY and shall not release 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 an increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 16. 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 17. 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 Article shall survive the expiration or termination of this Agreement.

SECTION 18. 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 19. 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 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 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or 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 21. 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 personally or on the second 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:

Manuel Mancha
Interim Planning and Community Development Director
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: mmancha@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER

In the performance of this Agreement, 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. 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 23. CONFLICT OF INTEREST.

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 CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. 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.

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and 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.

CITY OF MONTEBELLO

CONSULTANT

Andrew Pasmant
Acting City Manager

Dated: _____

Name
Title

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Request for Proposals for Building and Safety Services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS RELATED TO RFP 19-2
FOR BUILDING AND SAFETY CONTRACT SERVICES**

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

SECTION 1. That the Director of Finance is hereby authorized to make the following appropriation:

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$XXX,XXX	100-50-540-6040.10	\$XXX,XXX
(Unassigned Fund Balance)		(Building & Safety – Outside Contracts)	

SECTION 2. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 19th day of December, 2018.

ATTEST

Jack Hadjinian, Mayor Pro Tem

Irma Barajas, City Clerk

APPROVED AS TO FORM

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: ATP Grant Funds for the Montebello Boulevard Bike Lane and Sidewalk Improvement Project: Resolution of the City Council of the City of Montebello Authorizing and Directing Staff to Modify the Irrevocable Offer of Dedication for a Right of Way Easement for Access, Trail and Bike Path Purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active Transportation Program Funded Project In Order To Address Potential Overlap with Conservation Areas; Authorizing and Directing the Staff to Execute and Record the Certificate of Acceptance; Making Findings that Subsequent or Supplemental Environmental Review is not Required; and Authorizing and Directing Staff to File a Notice of Determination.

DATE: December 19, 2018

RECOMMENDATION:

That the City Council adopt the attached City Council Resolution to:

1. Find pursuant to California Public Resources Code section 21166 and State CEQA Guidelines section 15162 that the proposed right of way easement for access, trail and bike path purposes, and the improvements on that right of way easement, as modified, are fully covered by the Montebello Hills Specific Plan EIR and that no subsequent or supplemental environmental review is required;
2. Approve and direct Staff to modify the Irrevocable Offer of Dedication for a Right of Way Easement for Access, Trail and Bike Path Purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active Transportation Program Funded Project in order to address potential overlap with conservation areas;
3. Authorize and direct the Acting City Manager to execute and record any documents necessary to effectuate the Resolution, including the Certificate of Acceptance to the Irrevocable Offer of Dedication; and

4. Authorize and direct Staff to prepare, execute, and file a Notice of Determination (NOD) with the Los Angeles County Recorder within five (5) working days after adoption of the attached Resolution.

BACKGROUND:

The City of Montebello participated in a competitive grant proposal known as the Active Transportation Project (ATP) in 2017. On February 28, 2018, the Southern California Association of Governments (SCAG) officially notified the City of Montebello that the Montebello Boulevard Bike Lane and Sidewalk Improvement proposed project ("Project") had been approved by the SCAG Regional Council and the California Transportation Commission (CTC) as part of the Augmented 2017 Active Transportation Program. The Project was selected by METRO for early use of the ATP funds.

The proposed Project cost is estimated at \$5,755,000, including the cost of design and the completion of construction. The City was awarded \$4,187,000 of ATP funds for the construction of the Project while \$148,000 of Measure R and \$1,420,000 of Prop C/Prop A funds will be utilized as local matching funds.

The proposed improvements would be installed on a 1.4-mile section of Montebello Boulevard between Lincoln Avenue and Paramount Boulevard within the City of Montebello's northern city limits. The Project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, pedestrian lighting, traffic signal improvements, and resurfaced roadway along Montebello Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities. The Project is within an identified disadvantage community (DAC) (Census Tract 6037530005 and 6037530003) and will provide direct access to new sidewalk and bike lanes via four separate intersections.

The project site includes a strip of property currently owned by Sentinel Peak Resources California LLC (Sentinel). Sentinel has offered to dedicate this property to the City in the form of a right of way easement for access, trail and bike path purposes.

On March 20, 2018, the Planning Commission reviewed the offer of dedication per Government Code section 65402 and recommended that the City Council find that the offer conforms to the City's General Plan (see attached resolution). On March 28, 2018, the City Council approved the Irrevocable Offer of Dedication as to form, found that the offer conforms to the General Plan, authorized and directed Staff to execute the offer, and authorized and directed Staff to commence the improvements (see attached resolution).

Since the City Council's review, Staff and Sentinel discovered that some of the Irrevocable Offer of Dedication area overlaps with the conservation area reserved for a future conservation easement as identified by the 2009 Biological Opinion for the Montebello Hills Specific Plan. The conservation area in the Biological Opinion was identified in consultation with and as required by the California Department of Fish and

Wildlife. Sentinel, in further consultation with Department of Fish and Wildlife and with City Staff, proposed minor modifications to the Irrevocable Offer of Dedication area so as to not interfere with the future conservation easement, but still allot the necessary land for the Montebello Boulevard street-widening and related improvements contemplated by the Irrevocable Offer of Dedication. Sentinel, in consultation with the City, is also working with the Department of Fish and Wildlife to effect any revisions necessary to the Biological Opinion necessary to account for the required land for conservation and land for improvements.

ANALYSIS

The proposed modification would change the total area of the dedication from approximately 1.980 acres (86,249 square feet) to 1.807 acres (78,713 square feet). This proposed modification is necessary to ensure that neither the City, nor Sentinel, nor any other party record an interest in land that would conflict with the future conservation easement as required by the Biological Opinion. Further, the proposed modification in no way alters the nature or purpose of the dedication, and in no way alters the City's ability to perform the improvements required for the Project.

Therefore, the City Council's actions and determinations on March 28, 2018 remain applicable to the dedication as modified. Accordingly, Staff recommends that the City Council authorize and direct staff to make such modifications to the offer of dedication and authorize and direct the Acting City Manager to execute and record the Certificate of Acceptance.

ENVIRONMENTAL

In accordance with the California Environmental Quality Act (CEQA), on June 10, 2015, the City Council adopted Resolution No. 15-32, which certified the Final Recirculated Environmental Impact Report for the Montebello Hills Specific Plan (State Clearinghouse No. 2008011122) (EIR), approved a mitigation monitoring and reporting program (MMRP), and adopted a statement of overriding considerations (SOC). The EIR fully analyzed all environmental impacts of the Specific Plan, including any and all infrastructure improvements to Montebello Boulevard between Lincoln Avenue and Paramount Boulevard.

As discussed in the March 28 City Council resolution, the improvements are specified in the EIR and include:

- In connection with the Montebello Boulevard roadwork, new curb, gutter, sidewalk and landscape improvements will be installed. (EIR, § 1.3.3, p. 1-8.)
- An eight-foot wide sidewalk and related landscape improvements will be constructed approximately between Liberty Avenue and Paramount Boulevard along the Montebello Boulevard street frontage adjacent to the Montebello Hills Specific Plan (MHSP) area. (EIR, § 1.3.3, p. 1-8.)

- Twelve-foot wide eastbound right-turn lanes will be added along Montebello Boulevard at the community entries located at Paramount Boulevard and "A" Street. (EIR, § 1.3.3, p. 1-8.)
- A Class II bike lane will be completed within the road right-of-way providing access to other areas of the City. (EIR, § 1.3.3, p. 1-8.)
- Additional bus stops or turnouts are proposed along Montebello Boulevard near the Project site. (EIR, § 1.3.3, p. 1-9.)
- Installation of a Class II bicycle path along Montebello Boulevard from the southwest corner of Montebello Hills to Paramount Boulevard. All thoroughfares are designed to encourage an attractive and comfortable pedestrian and bicycle environment. (EIR, § 1.3.3, p. 1-9.)
- Montebello Boulevard will be widened to an 84-foot curb-to-curb cross-section, adjacent to the project site frontage, west of Paramount Boulevard. (EIR, § 1.3.7, PDF 4.15-1, p. 1-14.)

The proposed offer of dedication, as modified, remains fully covered by and contemplated future action in the EIR. Further, any and all mitigation measures prescribed by the MMRP would, to the extent applicable, apply to the proposed dedication.

Based on all evidence in the administrative record, the Planning Commission recommended that the City Council determine that preparation of a subsequent or supplemental EIR or any other CEQA documentation is not required under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, because the proposed offer of dedication:

1. Does not constitute a substantial change to the Project that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Does not constitute a substantial change with respect to the circumstances under which the Project is administered that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
3. Does not involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified that shows any of the following: (a) the proposed offer of dedication will have one or more significant effects not discussed in the EIR; (b) significant effects previously examined will be substantially more severe than

shown in the EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City Council declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

Further, Staff recommends that City Council direct Staff to prepare, execute, and file a notice of determination (NOD) within five working days after the adoption of the attached resolution.

FISCAL IMPACTS

There are no Fiscal Impacts in association with City Council's acceptance of the Irrevocable Offer of Land Dedication as the improvements would be fully covered by the ATP grant and City's matching funds as described above.

If approved, the City stands to secure \$4,187,000 of grant funds for street improvements on Montebello Boulevard.

ATTACHMENTS

Exhibit A – Draft City Council Resolution

Exhibit B – Irrevocable Offer of Dedication as Modified

Exhibit C – Executed Planning Commission Resolution from March 20, 2018

Exhibit D – Executed City Council Resolution from March 28, 2018

Exhibit E – Irrevocable Offer of Dedication as approved to form by the City Council on March 28, 2018

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Montebello

Attention: _____
1600 W. Beverly Boulevard
Montebello, CA 90640

No recording fee pursuant to Government Code Section 27383
No Documentary Transfer Tax, pursuant to Revenue & Taxation Code Section 11922

IRREVOCABLE OFFER OF DEDICATION

SENTINEL PEAK RESOURCES CALIFORNIA LLC, a Delaware limited liability company ("**Owner**"), is the owner of certain real property located in the City of Montebello, Los Angeles County, California and more particularly described and shown on **Exhibit "A"** and **Exhibit "B"** (together, the "**Dedication Property**") attached to this Irrevocable Offer of Dedication (this "**IOD**").

Owner hereby irrevocably offers for dedication to the City of Montebello, a public body, corporate and politic (the "**City**"), a right-of-way easement over, across, and through the surface only of the Dedication Property for public street, public hiking trail, and public bike path purposes and for no other purpose or use whatsoever; provided that, the City shall also be entitled to use the surface only of the Dedication Property, from time to time, as necessary for planning, design, construction, repair, reconstruction, inspection, operation, and maintenance of the public street, the public hiking trail, and the bike path, and the City shall have the right of ingress and egress over, across, and through the surface only of the Dedication Property for such purposes.

The offer of dedication set forth in this IOD will be deemed accepted by the City upon the City's recordation in the Official Records of Los Angeles County, California, of a Certificate of Acceptance duly completed and signed on behalf of the City substantially in the form and content of **Exhibit "C"** attached to this IOD (the "**Certificate of Acceptance**"). The City shall not access, construct (or take any actions toward constructing) any improvements on, or use for any other purpose whatsoever any portion of the Dedication Property unless and until the City has: (i) recorded the Certificate of Acceptance as provided above and thereby accepted the offer of dedication set forth in this IOD; and (ii) obtained from Owner written confirmation that the United States Fish and Wildlife Service has issued an update and revision to the United States Fish and Wildlife Service's 2009 Biological Opinion for the Dedication Property, which update and revision Owner shall exercise commercially-reasonable efforts to obtain; and (iii) obtained, subject to Owner's prior, written approval, all entitlements, permits, and approvals required by any federal, state, or local governmental authority for the improvements that the City intends to

construct, use, operate, maintain, repair, and/or replace on the Dedication Property, such prior, written approvals by Owner not to be unreasonably withheld; provided that, that City shall in no event apply for any such permits, entitlements, or approvals until after the Certificate of Acceptance has been recorded by the City hereunder.

The offer of dedication set forth in this IOD is expressly subject to the City's agreement that the City will, in connection with the City's access to and use of the Dedication Property pursuant to this IOD: (a) all times comply with all federal, state, and local laws applicable to the Dedication Property and/or to any activity conducted thereon; (b) at all times comply with any and all requirements and/or restrictions applicable to the Dedication Property and/or any activity conducted thereon, including but not limited to, those referenced in the Final Environmental Impact Report for the Montebello Hills Specific Plan and the Mitigation Monitoring and Reporting Program (Resolution No. 15-32), General Plan Amendment GPA3-07 (Resolution No. 15-33), Vesting Tentative Tract Map VTTM70420 (Resolution No. 15-34), Specific Plan SP1-07 and Zone Change ZC3-07 (Ordinance No. 2368) and Development Agreement for the Montebello Hills Specific Plan Project (Ordinance No. 2369); (c) at all times comply with the final, Owner-approved 2009 Biological Opinion for the Dedication Property issued by the United States Fish and Wildlife Service, as may be further updated and revised by the United States Fish and Wildlife Service, and with the requirements of any federal or state governmental agency or entity pertaining to conservation habitat and/or threatened or endangered species in or on the Dedication Property; (d) at all times comply with any and all restrictions on access to and use of the Dedication Property that are related to the presence and breeding of coastal California gnatcatchers or other threatened or endangered species that may exist on the Dedication Property; and (e) prior to commencing any works of improvement on the Dedication Property, the City shall train all employees, contractors, subcontractors, materials suppliers, representatives, and agents who will have access to and/or be involved in performing work on the Dedication Property to recognize and protect conservation habitat and threatened or endangered species.

By accepting the offer of dedication set forth in this IOD and recording the Certificate of Acceptance, the City agrees to be bound by the terms set forth in this IOD including, without limitation, the covenants set forth in subparts (a) through (e) of the immediately-preceding paragraph.

Date: _____, 2018

SENTINEL PEAK RESOURCES CALIFORNIA
LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF LOT 2 OF THE DEDICATION PROPERTY

BEING A PORTION OF LOT 2 OF TRACT 4104, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHWEST LINE OF SAID LOT 2 AND THE SOUTHEAST LINE OF MONTEBELLO BOULEVARD AS DESCRIBED IN A DEED TO THE CITY OF MONTEBELLO BY INSTRUMENT NO. 3460, RECORDED ON JUNE 8, 1971, IN BOOK D5082 PAGE 431, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 57°16'01" EAST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 294.50 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 808.00 FEET;

THENCE EASTERLY ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE 454.85 FEET AND THROUGH A CENTRAL ANGLE OF 32°15'13" TO A TANGENT LINE;

THENCE NORTH 89°31'14" EAST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 419.99 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 892.00 FEET;

THENCE NORTHEASTERLY ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE 575.60 FEET AND THROUGH A CENTRAL ANGLE OF 36°58'21" TO THE WEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 11141, AS PER MAP RECORDED IN BOOK 133, PAGES 1 THROUGH 3, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 37°27'07" EAST, ALONG THE SOUTHWEST LINE OF SAID PARCEL 3, A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF SAID PARCEL 3;

THENCE NORTH 52°32'53" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 767.47 FEET;

THENCE NORTH 48°51'57" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 155.71 FEET;

THENCE NORTH 52°32'53" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 71.50 FEET TO THE SOUTHWEST LINE OF PARCEL 2 OF SAID PARCEL MAP NO. 11141;

THENCE SOUTH 51°35'48" EAST, ALONG SAID SOUTHWEST LINE OF PARCEL 2, A DISTANCE OF 15.47 FEET TO A LINE PARALLEL WITH AND DISTANT 15.00 FEET SOUTHEAST OF THE SOUTHEASTERLY LINE OF SAID PARCEL 3;

THENCE SOUTH 52°32'53" WEST, ALONG SAID PARALLEL LINE, 74.80 FEET;

THENCE SOUTH 48°51'57" WEST, ALONG SAID PARALLEL LINE 155.71 FEET;

THENCE SOUTH 52°32'53" WEST, ALONG SAID PARALLEL LINE AND THE
SOUTHWESTERLY PROLONGATION THEREOF, 767.95 FEET;

THENCE NORTH 37°27'07" WEST 8.00 FEET TO A POINT ON A LINE PARALLEL
WITH AND DISTANT SOUTHEASTERLY 15.00 FEET TO SAID SOUTHEAST LINE OF
MONTEBELLO BOULEVARD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE
NORTHWESTERLY AND HAVING A RADIUS OF 907.00 FEET, A RADIAL LINE TO
SAID POINT BEARS SOUTH 37°27'07" EAST;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE
585.28 FEET AND THROUGH A CENTRAL ANGLE OF 36°58'21" TO A TANGENT
LINE;

THENCE SOUTH 09°31'14" WEST, ALONG SAID PARALLEL LINE, 419.99 FEET TO
A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 793.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE
446.40 FEET AND THROUGH A CENTRAL ANGLE 32°15'13";

THENCE SOUTH 57°16'01" WEST, ALONG SAID PARALLEL LINE, 295.90 FEET TO
THE SOUTHWEST LINE OF SAID LOT 2;

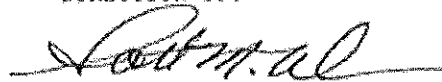
THENCE NORTH 62°33'13" WEST, ALONG SAID SOUTHWEST LINE, A DISTANCE OF
17.29 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 0.943 ACRES MORE OR LESS;

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS
AND RIGHTS-OF-WAY OF RECORD IF ANY.

ALSO AS SHOWN AND DEPICTED ON EXHIBIT "B", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

PREPARED BY OR, UNDER THE
DIRECTION OF:



SCOTT M. WILSON P.L.S. 7434
MY LICENSE EXPIRES 12/31/2019

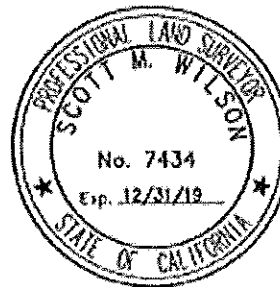
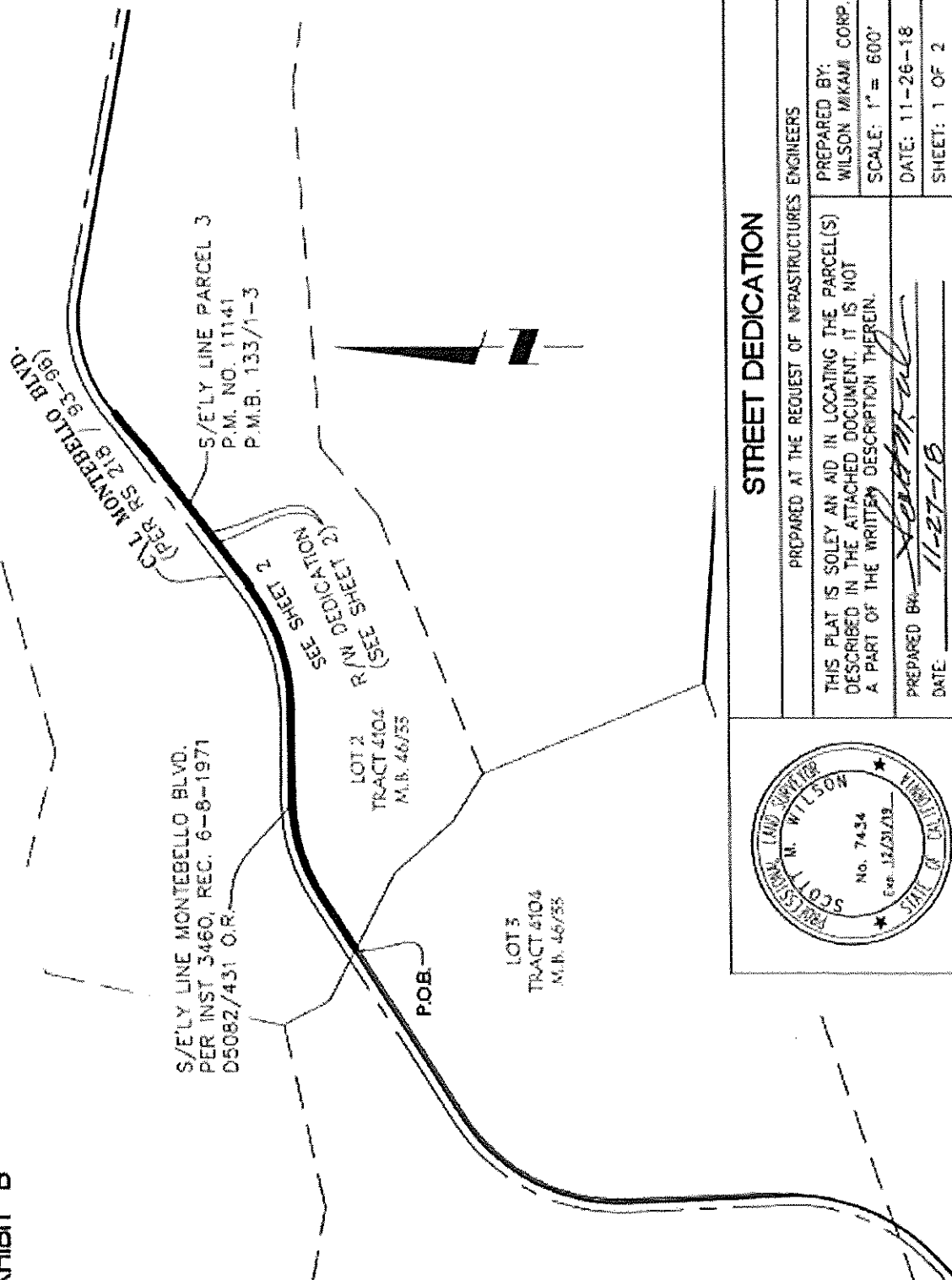


EXHIBIT 'B'



STREET DEDICATION

PREPARED AT THE REQUEST OF INFRASTRUCTURES ENGINEERS

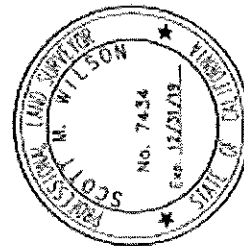
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SCALE: 1" = 600'

DATE: 11-26-18

SHEET: 1 OF 2

PREPARED BY: Scott M. Wilson
DATE: 11-27-18



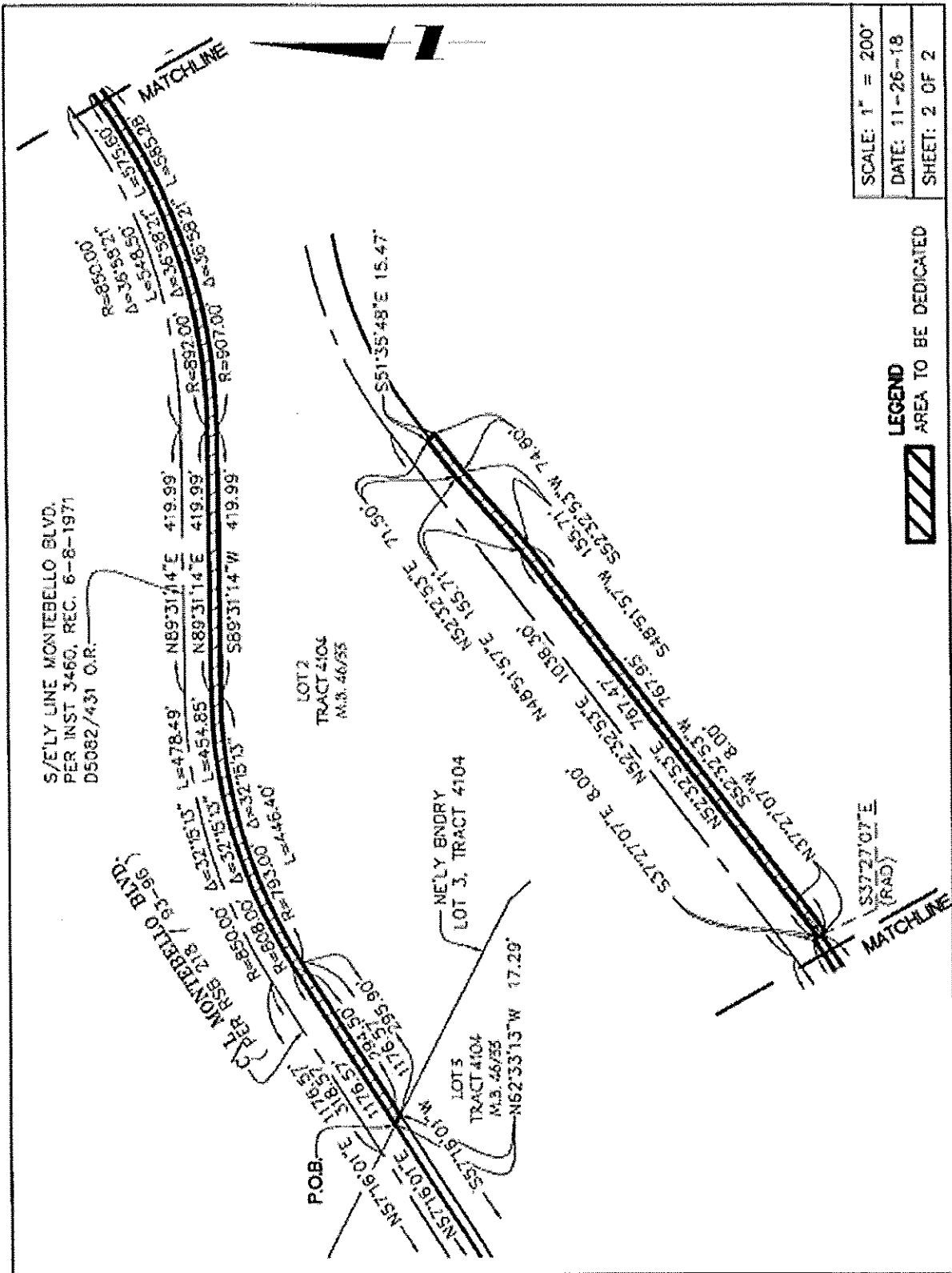


EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION OF LOT 3 OF THE DEDICATION PROPERTY

BEING A PORTION OF LOT 3 OF TRACT 4104, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 3 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD, HAVING A 42' HALF WIDTH, SAID RIGHT-OF-WAY ALSO BEING DESCRIBED IN A DEED TO THE CITY OF MONTEBELLO BY INSTRUMENT NO. 3460, RECORDED ON JUNE 8, 1971, IN BOOK D5082 PAGE 431, OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 892.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 59°24'22" EAST, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 218, PAGES 93 THROUGH 96, INCLUSIVE IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD THE FOLLOWING COURSES:

NORTHERLY ALONG SAID LAST MENTIONED CURVE, 513.85 FEET, THROUGH A CENTRAL ANGLE OF 26°17'32" TO THE **TRUE POINT OF BEGINNING**;

CONTINUING NORTHERLY ALONG SAID CURVE 104.53 FEET THROUGH A CENTRAL ANGLE OF 6°42'51";

NORTH 02°24'45" WEST 710.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 858.00 FEET;

NORTHEASTERLY ALONG SAID CURVE 893.70 FEET, THROUGH A CENTRAL ANGLE OF 59°40'46";

NORTH 57°16'01" EAST 892.07 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 3;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 3 SOUTH 62°33'13" EAST 17.29 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND DISTANT SOUTHEASTERLY 15.00 FEET FROM ABOVE DESCRIBED SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE FOLLOWING 3 COURSES, BEING PARALLEL WITH AND 15.00 FEET SOUTHEASTERLY AND EASTERLY OF SAID SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD:

SOUTH 57°16'01" WEST 890.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 843.00 FEET;

SOUTHWESTERLY ALONG SAID CURVE 878.07 FEET AND THROUGH A CENTRAL ANGLE OF 59°40'46";

SOUTH 02°24'45" EAST 638.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE LEAVING SAID PARALLEL COURSE SOUTHERLY ALONG SAID CURVE 36.11 FEET, THROUGH A CENTRAL ANGLE OF 10°20'36", TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 200.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS NORTH 02°04'09" WEST;

THENCE SOUTHERLY ALONG SAID CURVE 35.45 FEET THROUGH A CENTRAL ANGLE OF 10°09'21";

THENCE SOUTH 2°13'30" EAST 21.99 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 57.23 FEET, THROUGH A CENTRAL ANGLE OF 15°45'54" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 391.50 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS NORTH 76°27'36" WEST;

THENCE SOUTHERLY ALONG SAID CURVE 27.08 FEET THROUGH A CENTRAL ANGLE OF 3°57'49" TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.864 ACRES MORE OR LESS.

ALSO AS SHOWN AND DEPICTED ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY OR, UNDER THE DIRECTION OF:

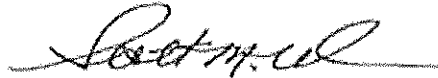
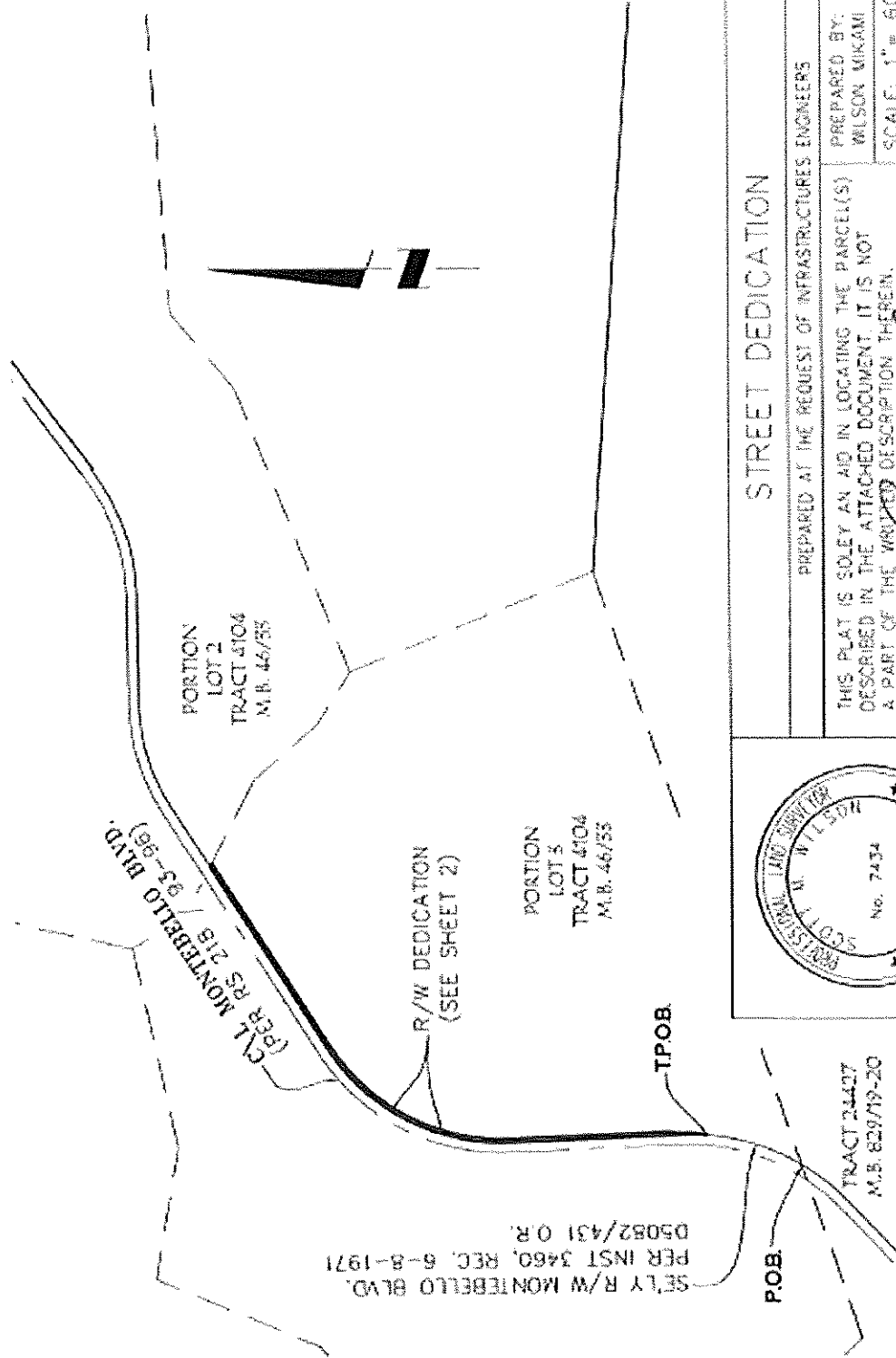

SCOTT M. WILSON P.L.S. 7434
MY LICENSE EXPIRES 12/31/2019



EXHIBIT 'B'



STREET DEDICATION

PREPARED AT THE REQUEST OF INFRASTRUCTURES ENGINEERS

THIS PLAT IS SOLEY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY: WILSON MIKAMI CORP.

SCALE: 1" = 600'

DATE: 11-26-18

SHEET: 1 OF 2

PREPARED BY: *[Signature]*
DATE: 12-3-18

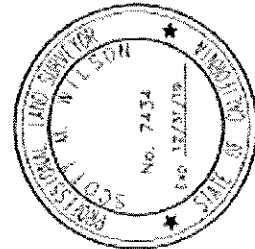


EXHIBIT "C"

FORM OF CITY OF MONTEBELLO CERTIFICATE OF ACCEPTANCE

This is to certify that the **City of Montebello, a public body, corporate and politic** acting through the Montebello City Council, hereby accepts for public purposes the real property, or interest therein, conveyed by Irrevocable Offer of Dedication executed by _____ on behalf of **Sentinel Peak Resources California LLC, a Delaware limited liability company** dated _____, 20__ and consents to the recordation thereof, as authorized by the Montebello City Council on _____, 20__.

Dated: _____ **City of Montebello, a public body, corporate and politic**

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING AND DIRECTING STAFF TO MODIFY THE IRREVOCABLE OFFER OF DEDICATION FOR A RIGHT OF WAY EASEMENT FOR ACCESS, TRAIL AND BIKE PATH PURPOSES ON MONTEBELLO BOULEVARD BETWEEN LINCOLN AVENUE AND PARAMOUNT BOULEVARD FOR AN ACTIVE TRANSPORTATION PROGRAM FUNDED PROJECT IN ORDER TO ADDRESS POTENTIAL OVERLAP WITH CONSERVATION AREAS; AUTHORIZING AND DIRECTING STAFF TO EXECUTE AND RECORD THE CERTIFICATE OF ACCEPTANCE; MAKING FINDINGS THAT SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW IS NOT REQUIRED; AND AUTHORIZING AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION.

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (METRO) is recommending competitive grant funding through the Active Transportation Program (ATP) in the amount of \$4,187,000 for the City of Montebello's Montebello Boulevard Bike Lane and Sidewalk Improvement Project (Project); and

WHEREAS, the Project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, and pedestrian lighting and traffic signal improvements along Montebello Boulevard between Lincoln Avenue and Paramount Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities; and

WHEREAS, the Project site includes a 1.4-mile section of Montebello Boulevard between Lincoln Avenue and Paramount Boulevard in the City of Montebello currently owned by Sentinel Peak Resources California LLC (Sentinel); and

WHEREAS, the property owner Sentinel Peak Resources California LLC has made an irrevocable offer to dedicate a right of way easement for access, trail and bike path purposes on the property it owns abutting Montebello Boulevard; and

WHEREAS, the offer of dedication from Sentinel Peak Resources California LLC will enable the City of Montebello to implement the proposed Project; and

WHEREAS, on March 20, 2018, the City of Montebello Planning Commission, per Government Code 65402, reviewed the proposed irrevocable offer of dedication for right of way easement for access, trail and bike path purposes, and recommended to the City Council that the offer of dedication conforms to the City's General Plan; and

WHEREAS, on March 28, 2018, the City of Montebello City Council approved the Irrevocable Offer of Dedication as to form, found that the offer conforms to the General Plan, authorized and directed Staff to execute and record the Certificate of Acceptance, authorized and directed Staff to commence the improvements, found that no subsequent or supplemental environmental review was required, and directed staff to file a Notice of Determination; and

WHEREAS, since the City Council's review, City Staff and Sentinel discovered that some of the Irrevocable Offer of Dedication area overlaps with the conservation area reserved

for a future conservation easement as identified by the 2009 Biological Opinion for the Montebello Hills Specific Plan; and

WHEREAS, Sentinel, in further consultation with the California Department of Fish and Wildlife and with City Staff, proposed minor modifications to the Irrevocable Offer of Dedication area so as to not conflict with the future conservation easement, but still allot the necessary land for the Montebello Boulevard street-widening and related improvements contemplated by the Irrevocable Offer of Dedication; and

WHEREAS, the proposed modification in no way alters the nature or purpose of the dedication, and in no way alters the City's ability to perform the contemplated improvements, and, therefore, the City Council's actions and determinations on March 28, 2018 remain applicable to the dedication as modified; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), on June 10, 2015, the City Council adopted Resolution No. 15-32, which certified the Final Recirculated Environmental Impact Report for the Montebello Hills Specific Plan (State Clearinghouse No. 2008011122) (EIR), approved a mitigation monitoring and reporting program (MMRP), and adopted a statement of overriding considerations (SOC) for the Montebello Hills Specific Plan project. The EIR fully analyzed all environmental impacts of the Specific Plan, including any and all infrastructure improvements to Montebello Boulevard between Lincoln Avenue and Paramount Boulevard; and

WHEREAS, the improvements to Montebello Boulevard specified in the EIR include:

- In connection with the Montebello Boulevard roadwork, new curb, gutter, sidewalk and landscape improvements will be installed. (EIR, § 1.3.3, p. 1-8.)
- An eight-foot wide sidewalk and related landscape improvements will be constructed approximately between Liberty Avenue and Paramount Boulevard along the Montebello Boulevard street frontage adjacent to the Montebello Hills Specific Plan (MHSP) area. (EIR, § 1.3.3, p. 1-8.)
- Twelve-foot wide eastbound right-turn lanes will be added along Montebello Boulevard at the community entries located at Paramount Boulevard and "A" Street. (EIR, § 1.3.3, p. 1-8.)
- A Class II bike lane will be completed within the road right-of-way providing access to other areas of the City. (EIR, § 1.3.3, p. 1-8.)
- Additional bus stops or turnouts are proposed along Montebello Boulevard near the project site. (EIR, § 1.3.3, p. 1-9.)
- Installation of a Class II bicycle path along Montebello Boulevard from the southwest corner of Montebello Hills to Paramount Boulevard. All thoroughfares are designed to encourage an attractive and comfortable pedestrian and bicycle environment. (EIR, § 1.3.3, p. 1-9.)

- Montebello Boulevard will be widened to an 84-foot curb-to-curb cross-section, adjacent to the project site frontage, west of Paramount Boulevard. (EIR, § 1.3.7, PDF 4.15-1, p. 1-14.)

WHEREAS, the proposed dedication, as modified, remains fully covered by and is a contemplated future action in the EIR; and

WHEREAS, on December 19, 2018, at a duly noticed public meeting, the City of Montebello considered this Resolution and all testimony (both oral and written) presented to it.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: RECITALS. City Council hereby finds and determines that the foregoing recitals are true and correct and constitute a material part of this Resolution, and on that basis incorporates the recitals herein in their entirety as part of these findings.

SECTION 2: ENVIRONMENTAL REVIEW. Based on all evidence in the administrative record, including all oral and written testimony presented, the City of Montebello City Council finds that preparation of a subsequent or supplemental EIR or any other CEQA document is not required under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, because the proposed offer of dedication as modified:

1. Does not constitute a substantial change to the Project that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Does not constitute a substantial change with respect to the circumstances under which the Project is administered that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
3. Does not involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified that shows any of the following: (a) the proposed offer of dedication will have one or more significant effects not discussed in the EIR; (b) significant effects previously examined will be substantially more severe than shown in the EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City Council declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

SECTION 3: MODIFICATION. Based on all evidence in the administrative record, the City of Montebello City Council authorizes and directs Staff to modify the Irrevocable Offer of Dedication of a right of way easement for access, trail and bike path purposes from Sentinel Peak Resources California LLC, consistent with Exhibit A, attached hereto.

SECTION 4: EXECUTION. Based on all evidence in the administrative record, the City Council of the City of Montebello authorizes and directs the Acting City Manager to execute any documents reasonably necessary to effectuate the purposes of this Resolution.

SECTION 6: RECORDATION AND CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at City Hall, 1600 W. Beverley Blvd., Montebello CA 90640. The custodian of these records is the City Clerk. The City Council hereby authorizes Staff to record the approved Resolution and any documents necessary to effectuate this approval as to form of the dedication for public right of way improvements with the Los Angeles County Recorder.

SECTION 7: NOTICE OF DETERMINATION. Based on all evidence in the administrative record, the City Council hereby authorizes and directs Staff to prepare, execute, and file a NOD with the Los Angeles County Recorder within five working days after the adoption of this resolution.

SECTION 8: CITY CLERK. The City Clerk shall certify the adoption of this Resolution, and this Resolution shall become effective immediately upon approval.

ADOPTED AND APPROVED this 19th day of December, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jack Hadjinian, Mayor Pro Tem,
serving as Acting Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Alisha Winterswyk,
Special Counsel to the City

EXHIBIT A

IRREVOCABLE OFFER OF DEDICATION

[to be inserted]

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Montebello

Attention: _____

1600 W. Beverly Boulevard

Montebello, CA 90640

No recording fee pursuant to Government Code Section 27383
No Documentary Transfer Tax, pursuant to Revenue & Taxation Code Section 11922

IRREVOCABLE OFFER OF DEDICATION

SENTINEL PEAK RESOURCES CALIFORNIA LLC, a Delaware limited liability company ("**Owner**"), is the owner of certain real property located in the City of Montebello, Los Angeles County, California and more particularly described and shown on **Exhibit "A"** and **Exhibit "B"** (together, the "**Dedication Property**") attached to this Irrevocable Offer of Dedication (this "**IOD**").

Owner hereby irrevocably offers for dedication to the City of Montebello, a public body, corporate and politic (the "**City**"), a right-of-way easement over, across, and through the surface only of the Dedication Property for public street, public hiking trail, and public bike path purposes and for no other purpose or use whatsoever; provided that, the City shall also be entitled to use the surface only of the Dedication Property, from time to time, as necessary for planning, design, construction, repair, reconstruction, inspection, operation, and maintenance of the public street, the public hiking trail, and the bike path, and the City shall have the right of ingress and egress over, across, and through the surface only of the Dedication Property for such purposes.

The offer of dedication set forth in this IOD will be deemed accepted by the City upon the City's recordation in the Official Records of Los Angeles County, California, of a Certificate of Acceptance duly completed and signed on behalf of the City substantially in the form and content of **Exhibit "C"** attached to this IOD (the "**Certificate of Acceptance**"). The City shall not access, construct (or take any actions toward constructing) any improvements on, or use for any other purpose whatsoever any portion of the Dedication Property unless and until the City has: (i) recorded the Certificate of Acceptance as provided above and thereby accepted the offer of dedication set forth in this IOD; and (ii) obtained from Owner written confirmation that the United States Fish and Wildlife Service has issued an update and revision to the United States Fish and Wildlife Service's 2009 Biological Opinion for the Dedication Property, which update and revision Owner shall exercise commercially-reasonable efforts to obtain; and (iii) obtained, subject to Owner's prior, written approval, all entitlements, permits, and approvals required by any federal, state, or local governmental authority for the improvements that the City intends to

construct, use, operate, maintain, repair, and/or replace on the Dedication Property, such prior, written approvals by Owner not to be unreasonably withheld; provided that, that City shall in no event apply for any such permits, entitlements, or approvals until after the Certificate of Acceptance has been recorded by the City hereunder.

The offer of dedication set forth in this IOD is expressly subject to the City's agreement that the City will, in connection with the City's access to and use of the Dedication Property pursuant to this IOD: (a) all times comply with all federal, state, and local laws applicable to the Dedication Property and/or to any activity conducted thereon; (b) at all times comply with any and all requirements and/or restrictions applicable to the Dedication Property and/or any activity conducted thereon, including but not limited to, those referenced in the Final Environmental Impact Report for the Montebello Hills Specific Plan and the Mitigation Monitoring and Reporting Program (Resolution No. 15-32), General Plan Amendment GPA3-07 (Resolution No. 15-33), Vesting Tentative Tract Map VTTM70420 (Resolution No. 15-34), Specific Plan SP1-07 and Zone Change ZC3-07 (Ordinance No. 2368) and Development Agreement for the Montebello Hills Specific Plan Project (Ordinance No. 2369); (c) at all times comply with the final, Owner-approved 2009 Biological Opinion for the Dedication Property issued by the United States Fish and Wildlife Service, as may be further updated and revised by the United States Fish and Wildlife Service, and with the requirements of any federal or state governmental agency or entity pertaining to conservation habitat and/or threatened or endangered species in or on the Dedication Property; (d) at all times comply with any and all restrictions on access to and use of the Dedication Property that are related to the presence and breeding of coastal California gnatcatchers or other threatened or endangered species that may exist on the Dedication Property; and (e) prior to commencing any works of improvement on the Dedication Property, the City shall train all employees, contractors, subcontractors, materials suppliers, representatives, and agents who will have access to and/or be involved in performing work on the Dedication Property to recognize and protect conservation habitat and threatened or endangered species.

By accepting the offer of dedication set forth in this IOD and recording the Certificate of Acceptance, the City agrees to be bound by the terms set forth in this IOD including, without limitation, the covenants set forth in subparts (a) through (e) of the immediately-preceding paragraph.

Date: _____, 2018

SENTINEL PEAK RESOURCES CALIFORNIA
LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF LOT 2 OF THE DEDICATION PROPERTY

BEING A PORTION OF LOT 2 OF TRACT 4104, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHWEST LINE OF SAID LOT 2 AND THE SOUTHEAST LINE OF MONTEBELLO BOULEVARD AS DESCRIBED IN A DEED TO THE CITY OF MONTEBELLO BY INSTRUMENT NO. 3460, RECORDED ON JUNE 8, 1971, IN BOOK D5082 PAGE 431, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 57°16'01" EAST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 294.50 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 808.00 FEET;

THENCE EASTERLY ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE 454.85 FEET AND THROUGH A CENTRAL ANGLE OF 32°15'13" TO A TARGET LINE;

THENCE NORTH 89°31'14" EAST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 419.99 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 892.00 FEET;

THENCE NORTHEASTERLY ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE 575.60 FEET AND THROUGH A CENTRAL ANGLE OF 36°58'21" TO THE WEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 11141, AS PER MAP RECORDED IN BOOK 133, PAGES 1 THROUGH 3, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 37°27'07" EAST, ALONG THE SOUTHWEST LINE OF SAID PARCEL 3, A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF SAID PARCEL 3;

THENCE NORTH 52°32'53" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 767.47 FEET;

THENCE NORTH 48°51'57" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 155.71 FEET;

THENCE NORTH 52°32'53" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 71.50 FEET TO THE SOUTHWEST LINE OF PARCEL 2 OF SAID PARCEL MAP NO. 11141;

THENCE SOUTH 51°35'48" EAST, ALONG SAID SOUTHWEST LINE OF PARCEL 2, A DISTANCE OF 15.47 FEET TO A LINE PARALLEL WITH AND DISTANT 15.00 FEET SOUTHEAST OF THE SOUTHEASTERLY LINE OF SAID PARCEL 3;

THENCE SOUTH 52°32'53" WEST, ALONG SAID PARALLEL LINE, 74.80 FEET;

THENCE SOUTH 48°51'57" WEST, ALONG SAID PARALLEL LINE 155.71 FEET;

THENCE SOUTH 52°32'53" WEST, ALONG SAID PARALLEL LINE AND THE
SOUTHWESTERLY PROLONGATION THEREOF, 767.95 FEET;

THENCE NORTH 37°27'07" WEST 8.00 FEET TO A POINT ON A LINE PARALLEL
WITH AND DISTANT SOUTHEASTERLY 15.00 FEET TO SAID SOUTHEAST LINE OF
MONTEBELLO BOULEVARD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE
NORTHWESTERLY AND HAVING A RADIUS OF 907.00 FEET, A RADIAL LINE TO
SAID POINT BEARS SOUTH 37°27'07" EAST;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE
585.28 FEET AND THROUGH A CENTRAL ANGLE OF 36°58'21" TO A TANGENT
LINE;

THENCE SOUTH 89°31'14" WEST, ALONG SAID PARALLEL LINE, 419.99 FEET TO
A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 793.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE
446.40 FEET AND THROUGH A CENTRAL ANGLE 32°15'13";

THENCE SOUTH 57°16'01" WEST, ALONG SAID PARALLEL LINE, 295.90 FEET TO
THE SOUTHWEST LINE OF SAID LOT 2;

THENCE NORTH 62°33'13" WEST, ALONG SAID SOUTHWEST LINE, A DISTANCE OF
17.29 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 0.943 ACRES MORE OR LESS;

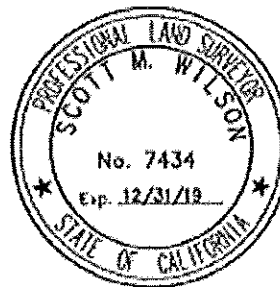
SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS
AND RIGHTS-OF-WAY OF RECORD IF ANY.

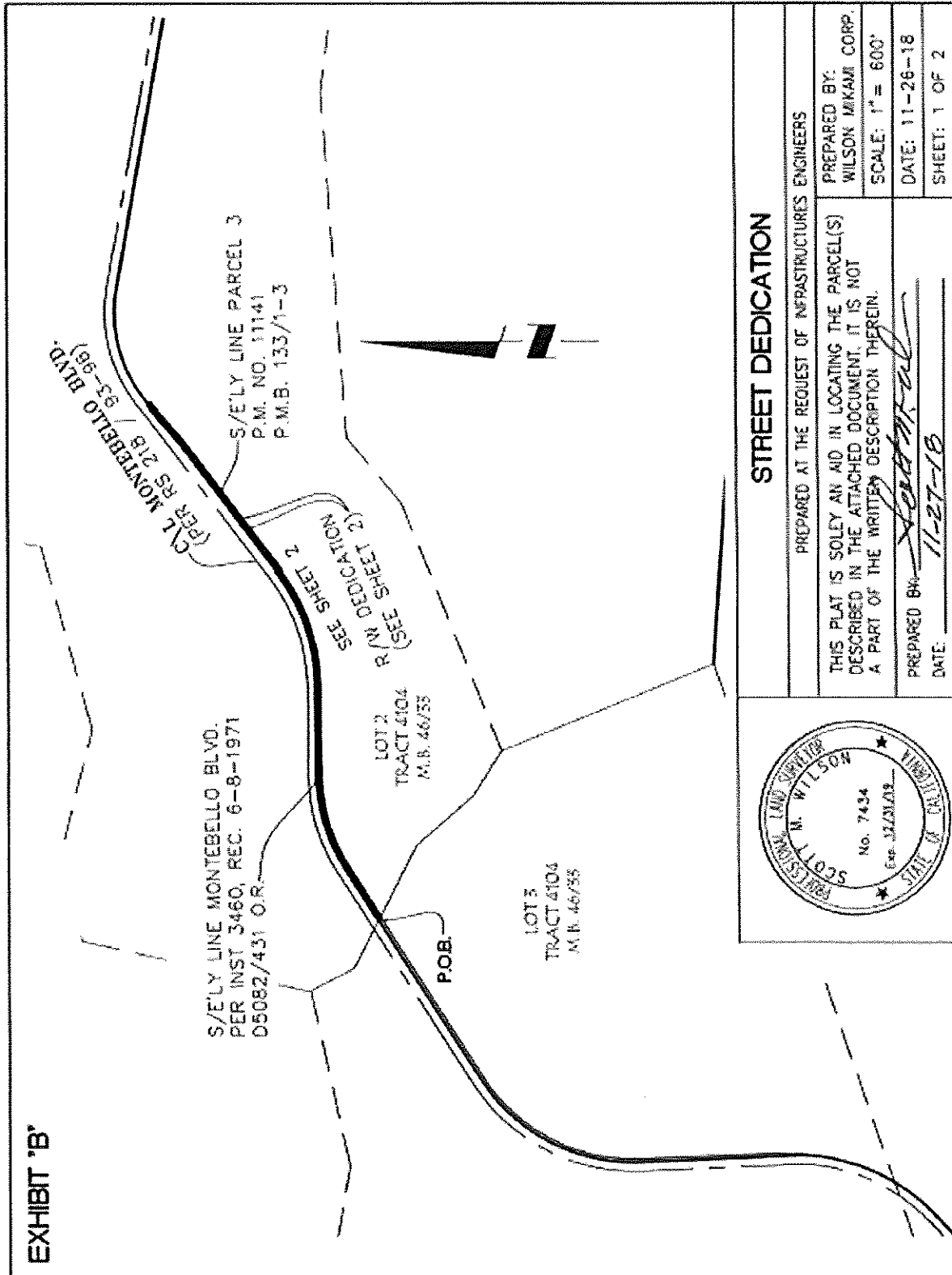
ALSO AS SHOWN AND DEPICTED ON EXHIBIT "B", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

PREPARED BY OR, UNDER THE
DIRECTION OF:



SCOTT M. WILSON P.L.S. 7434
NY LICENSE EXPIRES 12/31/2019





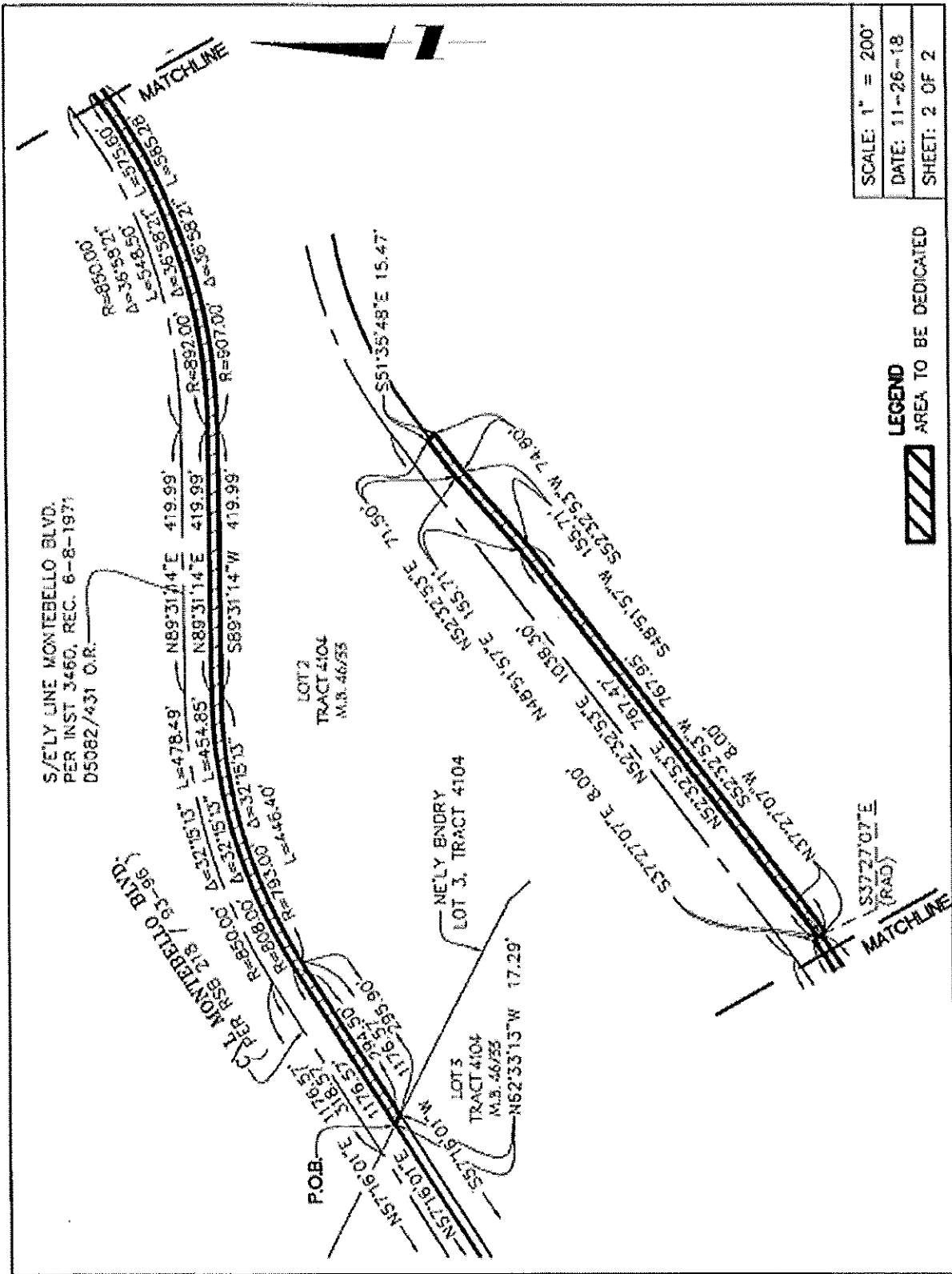


EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION OF LOT 3 OF THE DEDICATION PROPERTY

BEING A PORTION OF LOT 3 OF TRACT 4104, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 3 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD, HAVING A 42' HALF WIDTH, SAID RIGHT-OF-WAY ALSO BEING DESCRIBED IN A DEED TO THE CITY OF MONTEBELLO BY INSTRUMENT NO. 3460, RECORDED ON JUNE 8, 1971, IN BOOK D5082 PAGE 431, OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 892.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 59°24'22" EAST, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 218, PAGES 93 THROUGH 96, INCLUSIVE IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD THE FOLLOWING COURSES:

NORTHERLY ALONG SAID LAST MENTIONED CURVE, 513.85 FEET, THROUGH A CENTRAL ANGLE OF 26°17'32" TO THE **TRUE POINT OF BEGINNING**;

CONTINUING NORTHERLY ALONG SAID CURVE 104.53 FEET THROUGH A CENTRAL ANGLE OF 6°42'51";

NORTH 02°24'45" WEST 710.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 858.00 FEET;

NORTHEASTERLY ALONG SAID CURVE 893.70 FEET, THROUGH A CENTRAL ANGLE OF 59°40'46";

NORTH 57°16'01" EAST 882.07 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 3;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 3 SOUTH 62°33'13" EAST 17.29 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND DISTANT SOUTHEASTERLY 15.00 FEET FROM ABOVE DESCRIBED SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE FOLLOWING 3 COURSES, BEING PARALLEL WITH AND 15.00 FEET SOUTHEASTERLY AND EASTERLY OF SAID SOUTHEASTERLY RIGHT-OF-WAY OF MONTEBELLO BOULEVARD:

SOUTH 57°16'01" WEST 890.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 843.00 FEET;

SOUTHWESTERLY ALONG SAID CURVE 878.07 FEET AND THROUGH A CENTRAL ANGLE OF 59°40'46";

SOUTH 02°24'45" EAST 638.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE LEAVING SAID PARALLEL COURSE SOUTHERLY ALONG SAID CURVE 36.11 FEET, THROUGH A CENTRAL ANGLE OF 10°20'36", TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 200.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS NORTH 82°04'09" WEST;

THENCE SOUTHERLY ALONG SAID CURVE 35.45 FEET THROUGH A CENTRAL ANGLE OF 10°09'21";

THENCE SOUTH 2°13'30" EAST 21.99 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 57.23 FEET, THROUGH A CENTRAL ANGLE OF 15°45'54" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 391.50 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS NORTH 76°27'36" WEST;

THENCE SOUTHERLY ALONG SAID CURVE 27.08 FEET THROUGH A CENTRAL ANGLE OF 3°57'49" TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.864 ACRES MORE OR LESS.

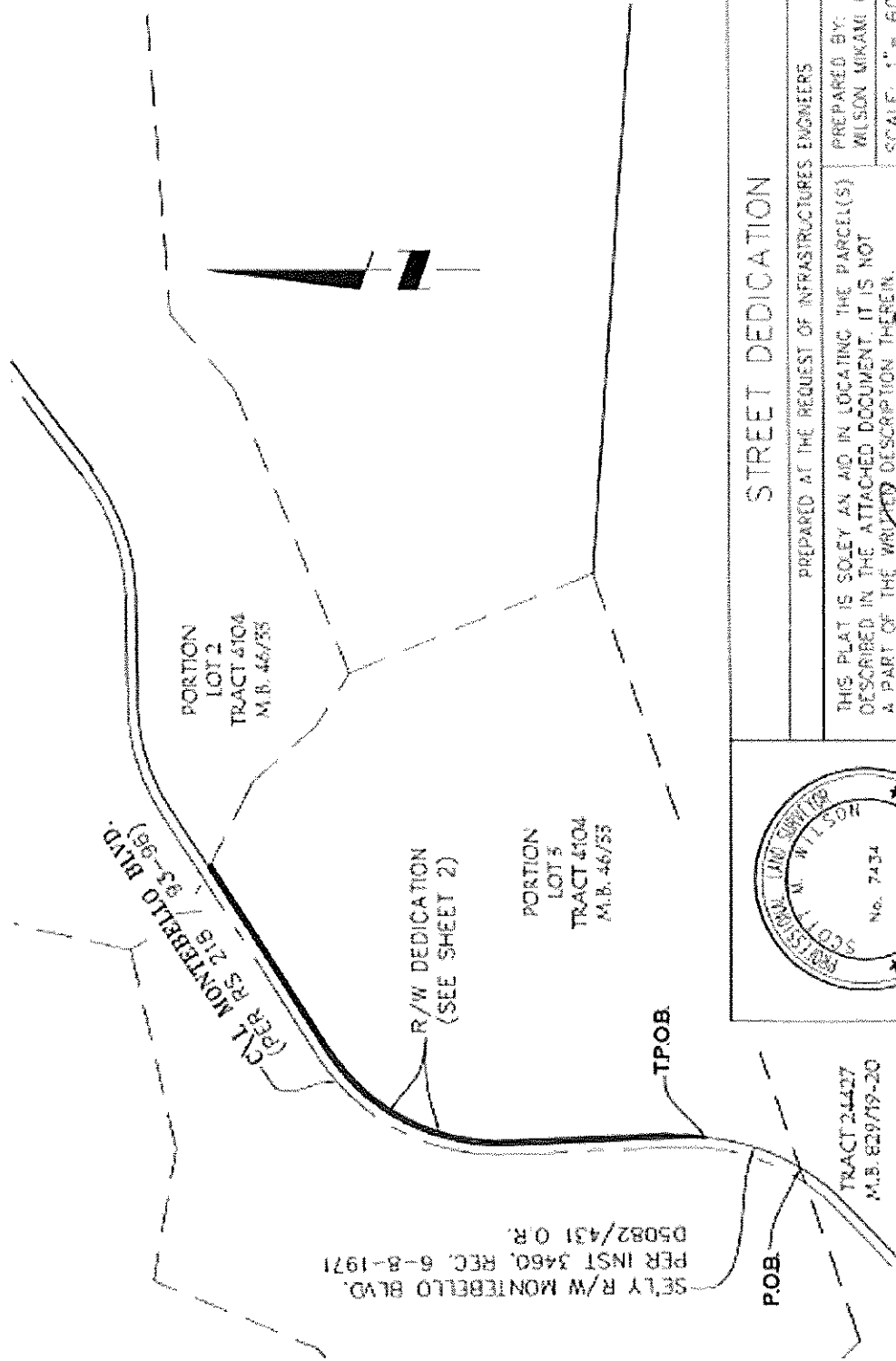
ALSO AS SHOWN AND DEPICTED ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY OR, UNDER THE DIRECTION OF:


SCOTT M. WILSON P.L.S. 7434
MY LICENSE EXPIRES 12/31/2019



EXHIBIT 'B'



STREET DEDICATION

PREPARED AT THE REQUEST OF INFRASTRUCTURES ENGINEERS

THIS PLAT IS SOLEY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	PREPARED BY:	WILSON MIKAMI CORP.
	SCALE:	1" = 600'
	DATE:	11-26-18
PREPARED BY:	<u>Scott M. VRL</u>	
DATE:	<u>12-3-18</u>	
SHEET: 1 OF 2		

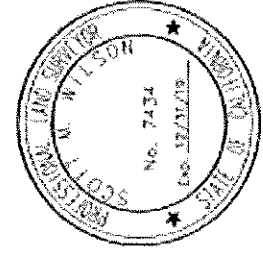


EXHIBIT "C"

FORM OF CITY OF MONTEBELLO CERTIFICATE OF ACCEPTANCE

This is to certify that the **City of Montebello, a public body, corporate and politic** acting through the Montebello City Council, hereby accepts for public purposes the real property, or interest therein, conveyed by Irrevocable Offer of Dedication executed by _____ on behalf of **Sentinel Peak Resources California LLC, a Delaware limited liability company** dated _____, 20__ and consents to the recordation thereof, as authorized by the Montebello City Council on _____, 20__.

Dated: _____ **City of Montebello, a public body, corporate and politic**

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Award a Construction Contract for MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. No. 864, BID # 19-05 to Sequel Contractors, Inc.

DATE: December 19, 2018

RECOMMENDATION

That the City Council:

- 1) Award a Construction Contract for MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. No. 864, BID # 19-05 to Sequel Contractors, Inc., in the amount of \$5,776,272.20;
- 2) Approve a Resolution authorizing the appropriation of \$1,214,727 from Prop C and Measure R Funds in order to fully fund the project and complete the proposed improvements;
- 3) Authorize the Acting City Manager to review and approve all change orders within 10% of the Contract Amount as recommended by the Assistant City Manager/Director of Public Works; and
- 4) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

The City was awarded an ATP Grant for bicycle lane and pedestrian improvements on Montebello Boulevard from Lincoln Avenue to Paramount Boulevard in the amount of \$4,187,000. Per the staff report submitted at the September 12, 2018 City Council meeting, the City's match is \$1,568,000, for a total project budget of \$5,755,000. A contract for the construction of improvements must be awarded by the City by December 28, 2018, as per the California Transportation Commission (CTC) grant requirements. The City will then have thirty-six (36) months to construct and complete the improvements.

The City is in the process of finalizing an Irrevocable Offer of Dedication (IOD) to acquire an easement along the east side of Montebello Boulevard of approximately fifteen (15') feet from Sentinel Peak Resources (SPR) the adjacent landowner. SPR was required to dedicate the easement for street widening purposes as a condition of Vesting Tentative Tract Map (VTTM). SPR is currently processing a permit through United States Fish and Wildlife Services (USFWS) to complete the proposed improvements adjacent to the Conservation Area. A Biological Opinion (B.O.) is expected from USFWS in May or June of 2019. The B.O. will provide detailed guidelines for working within natural habitat areas which occur along the eastside of Montebello Boulevard. Widening of Montebello Boulevard is needed to implement the improvements funded by the ATP Grant. The project will include pavement rehabilitation, stormwater improvements, landscape and irrigation, sidewalks, a curb and gutter, a bike path, traffic signal modifications and traffic striping and markings.

ANALYSIS

As part of FY 2017/18 and FY 2018/19 Capital Improvement Budgets, a total local match of \$1,568,000 has been allocated (\$987,698.00 of Prop C Funds, \$393,817 of RMRA Funds, \$181,368 Gas Tax Funds and \$5,117.00 of TDA Funds) for street, traffic and landscaping improvements including engineering, inspection, and construction services for C.P. # 864 Montebello Boulevard Bicycle and Pedestrian Improvement Project ATBSB1L-5247(026).

On October 10, 2018, the City Council gave staff approval to advertise this project for public bidding. The Notice Inviting Bids was published in the Wave Newspaper on October 18 and October 25, 2018. The Notice was also published in the Greensheet Publication. The notice and the PS&E were also published on Planet Bids, with a copy available at the City Clerk's Office.

On November 28, 2018, the City received seven (7) bids for construction of the project. Results of the bids are as follows:

<u>Company</u>	<u>Bid Amount</u>
Sequel Contractors, Inc.	\$5,776,272.20
Shawnan	\$5,968,820.00
Excel Paving Company	\$6,481,996.00
Sully-Miller	\$6,644,000.00
All American Asphalt	\$6,649,284.98
Environmental Construction, Inc.	\$6,865,798.00
EBS General Engineering, Inc.	\$6,980,092.50

A detailed Bid Summary is attached to this staff report. Sequel Contractors, Inc. submitted the lowest responsive bid in the amount of \$5,776,272.20. Staff checked the listed references and concludes that Sequel Contractors is a responsive bidder and reputable contractor, with a good history of work experience in these types of projects. Sequel has a reputable work history on City of Montebello projects. Therefore, they are the apparent lowest responsive and responsible bidder. The Project costs are as follows:

\$ 239,360.00	Design Phase (Plans, Specifications, & Estimate)
\$ 71,808.00	Project Management
\$ 20,671.00	Geotechnical Investigation

\$ 191,488.00	Construction Management & Inspection
\$ 17,500.00	Topographical Survey
\$ 75,000.00	Legal Services
\$ 5,776,272.20	Construction Contract Cost
\$ 577,627.22	10% Contingency
\$ 6,969,726.42	Total

After bids were received by the City, the initial estimated project budget of \$5,755,000 needs to be increased by \$1,214,727. The City has \$1,216,880 in Prop C and Measure R Funds that can be utilized to fully fund the project and proceed with the proposed improvements, \$1,058,456 in Prop C and \$158,424 in Measure R respectively. The City Council needs to approve a Resolution of Appropriation in order to utilize \$1,058,456 in Prop C funds and \$156,271 in Measure R Funds. Attached for City Council consideration and approval is the Resolution.

FISCAL IMPACTS

Total Project costs will be \$6,969,726.42 including the cost of design, geotechnical Investigation, project management, construction management and inspection, project construction cost, legal services and a ten percent (10%) construction contingency. There is no impact on the General Fund Budget as sufficient funds are available from ATP Grant, SB 1 and Prop C funds. However, a Resolution of Appropriation in the amount of \$1,214,727 adding additional Prop C and Measure R Funds to the project budget is necessary to fully fund the project and complete the proposed improvements.

SUMMARY

The City Council will consider: 1) awarding a Construction Contract for MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. No. 864, BID # 19-05 to Sequel Contractors, Inc. in the amount of \$5,776,272.20; 2) approving a Resolution of Appropriations adding additional Prop C and Measure R Funds in the amount of \$1,214,727, in order to fully fund the project and complete the proposed improvements; 3) authorizing the Acting City Manager to review and approve all change orders within a 10% contingency of the Contract Amount as recommended by the Assistant City Manager/Director of Public Works; and 4) authorizing the Acting City Manager to execute the Contract Agreement on behalf of the City.

ATTACHMENTS

Bid Summary
Resolution of Appropriation
Contract Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO AUTHORIZING THE APPROPRIATION
OF FUNDS FOR MONTEBELLO BOULEVARD BIKE
LANE AND SIDEWALK IMPROVEMENT PROJECT**

WHEREAS, the City of Montebello ("City") was awarded an ATP Grant for bicycle lane and pedestrian improvements on Montebello Boulevard from Lincoln Avenue to Paramount Boulevard ("Project") in the amount of \$4,187,000; and

WHEREAS, on September 12, 2018, the City Council approved a City expenditure of \$1,568,000 to add to the grant award; and

WHEREAS, after completing the bidding process, the City determined that an additional \$1,169,726.42 is needed to complete the Project.

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

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein as part of the findings.

SECTION 2. That the Finance Director is hereby authorized to make the following appropriation:

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
265-3001-2018-097-4198 (ATP Grant – Revenue)	\$4,187,000	265-3001-2018-097-7116/ 100.397.50	\$4,187,000
220-2920 (Measure R Funds)	\$156,271	220-99-7116/ 100.397.60	\$156,271
215-2920 (Prop C Funds)	<u>\$1,058,456</u>	215-99-7116/ 100.397.30	<u>\$1,058,456</u>
5	\$5,401,727		\$5,401,727

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 19th day of December, 2018

Jack Hadjinian, Mayor Pro Tem

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold Glasman-Alvarez, City Attorney

**CONTRACT AGREEMENT
MONTEBELLO BOULEVARD
BIKE LANE AND SIDEWALK IMPROVEMENT
FROM LINCOLN AVE TO PARAMOUNT BLVD**

**FY 2018/2019
PROJECT No. 100.39.10
C.P. No. 864
BID # 19-05
STATE-FUNDED PROJECT
No.: ATPSB1L-5247(026)**

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **12th day of DECEMBER, 2018**, 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 an 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 \$5,776,272.20 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract period for this project is **one hundred and eighty (180) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY as follows: a **ninety (90) working days procurement phase** and a **one hundred and twenty (120) working days for construction phase** with an overlap of thirty (30) working days between phases.

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."

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: _____

Andrew G. Pasmant, Acting City Manager of the City of Montebello

ATTESTED: _____

Irma Barajas, City Clerk, City Clerk of the City of Montebello

APPROVED AS TO FORM: _____

Arnold Alvarez-Glasman, City Attorney of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND
FOR
MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT
FROM LINCOLN AVE TO PARAMOUNT BOULEVARD

FY 2018/2019
PROJECT No. 100.39.10
C.P. No. 864
BID # 19-05
STATE-FUNDED PROJECT
No.: ATPSB1L-5247(026)

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
MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT
FROM LINCOLN AVE TO PARAMOUNT BOULEVARD

FY 2018/2019
PROJECT No. 100.39.10
C.P. No. 864
BID # 19-05
STATE-FUNDED PROJECT
No.: ATPSB1L-5247(026)

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.

BID SUMMARY																							
Montebello Boulevard Bike & Ped Improvement Project																							
CP 864, Bid #19-05																							
11/29/2018																							
			Bidder No. 1			Bidder No. 2			Bidder No. 3			Bidder No. 4			Bidder No. 5			Bidder No. 6			Bidder No. 7		
			Sequel Contractors, Inc.			Shawhan			Excel Paving Company			Sully - Miller			All American Asphalt			Environmental Const, Inc.			EBS General Eng. Inc.		
ITEM	BID ITEM	QTY.	UNITS	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.	BID PRICE	TOTAL AMT.
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 170,000.00	\$ 170,000.00	\$ 170,000.00	\$ 170,000.00	\$ 200,000.00	\$ 200,000.00	\$ 180,000.05	\$ 180,000.05	\$ 190,000.05	\$ 190,000.05	\$ 180,000.00	\$ 180,000.00	\$ 207,000.00	\$ 207,000.00	\$ 207,000.00	\$ 207,000.00	\$ 80,000.00	\$ 80,000.00
2	Traffic Control	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 522,000.00	\$ 522,000.00	\$ 522,000.00	\$ 522,000.00	\$ 394,000.00	\$ 394,000.00	\$ 423,211.56	\$ 423,211.56	\$ 120,687.00	\$ 120,687.00	\$ 423,211.56	\$ 423,211.56	\$ 146,500.00	\$ 146,500.00	\$ 146,500.00	\$ 146,500.00	\$ 250,000.00	\$ 250,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	SF	10,010	\$ 2.00	\$ 20,020.00	\$ 2.00	\$ 20,020.00	\$ 2.00	\$ 20,020.00	\$ 2.00	\$ 20,020.00	\$ 5.50	\$ 55,055.00	\$ 5.50	\$ 55,055.00	\$ 3.00	\$ 30,030.00	\$ 3.70	\$ 37,037.00	\$ 3.70	\$ 37,037.00	\$ 3.00	\$ 30,030.00
4	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2,220	\$ 9.00	\$ 19,980.00	\$ 14.00	\$ 31,080.00	\$ 14.00	\$ 31,080.00	\$ 9.00	\$ 19,980.00	\$ 14.00	\$ 31,080.00	\$ 14.00	\$ 31,080.00	\$ 18.00	\$ 39,960.00	\$ 18.00	\$ 39,960.00	\$ 18.00	\$ 39,960.00	\$ 15.00	\$ 33,300.00
5	Sawcut and Remove Existing Concrete Curb Ramp	EA	15	\$ 1,000.00	\$ 15,000.00	\$ 500.00	\$ 7,500.00	\$ 500.00	\$ 7,500.00	\$ 500.00	\$ 7,500.00	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00	\$ 1,050.00	\$ 15,750.00	\$ 750.00	\$ 11,250.00	\$ 750.00	\$ 11,250.00	\$ 1,000.00	\$ 15,000.00
6	Sawcut and Remove Existing Concrete V-Gutter	LF	355	\$ 12.00	\$ 4,260.00	\$ 8.00	\$ 2,840.00	\$ 8.00	\$ 2,840.00	\$ 10.00	\$ 3,550.00	\$ 23.00	\$ 8,165.00	\$ 23.00	\$ 8,165.00	\$ 10.50	\$ 3,727.50	\$ 12.00	\$ 4,260.00	\$ 12.00	\$ 4,260.00	\$ 20.00	\$ 7,100.00
7	Sawcut and Remove Existing Concrete Cross Gutter	SF	860	\$ 12.00	\$ 10,320.00	\$ 7.00	\$ 6,020.00	\$ 7.00	\$ 6,020.00	\$ 4.00	\$ 3,440.00	\$ 7.00	\$ 6,020.00	\$ 7.00	\$ 6,020.00	\$ 6.00	\$ 5,160.00	\$ 3.00	\$ 2,580.00	\$ 3.00	\$ 2,580.00	\$ 10.00	\$ 8,600.00
8	Sawcut and Remove Existing AC Pavement, Base Materials and Native Soil	CY	4,800	\$ 35.00	\$ 168,000.00	\$ 30.00	\$ 144,000.00	\$ 30.00	\$ 144,000.00	\$ 65.00	\$ 312,000.00	\$ 70.00	\$ 336,000.00	\$ 70.00	\$ 336,000.00	\$ 64.00	\$ 307,200.00	\$ 84.00	\$ 403,200.00	\$ 84.00	\$ 403,200.00	\$ 76.00	\$ 364,800.00
9	Sawcut and Remove Existing Wall	LF	5	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00	\$ 600.00	\$ 3,000.00	\$ 600.00	\$ 3,000.00	\$ 75.00	\$ 375.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 1,000.00	\$ 5,000.00
10	Unclassified Excavation	CY	4,550	\$ 47.00	\$ 213,650.00	\$ 30.00	\$ 136,500.00	\$ 30.00	\$ 136,500.00	\$ 57.00	\$ 259,350.00	\$ 70.00	\$ 318,500.00	\$ 70.00	\$ 318,500.00	\$ 83.00	\$ 380,650.00	\$ 66.00	\$ 300,300.00	\$ 66.00	\$ 300,300.00	\$ 70.00	\$ 318,500.00
11	Sawcut and Remove Curb Opening Catch Basin, Local Depression and Viable Cover	EA	5	\$ 3,000.00	\$ 15,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,400.00	\$ 7,000.00	\$ 1,400.00	\$ 7,000.00	\$ 935.00	\$ 4,675.00	\$ 5,800.00	\$ 29,000.00	\$ 5,800.00	\$ 29,000.00	\$ 5,000.00	\$ 25,000.00
12	Sawcut and Remove Existing Handicaps in Median	SF	2,350	\$ 1.50	\$ 3,525.00	\$ 3.00	\$ 7,050.00	\$ 3.00	\$ 7,050.00	\$ 3.00	\$ 7,050.00	\$ 3.25	\$ 7,637.50	\$ 3.25	\$ 7,637.50	\$ 2.80	\$ 6,580.00	\$ 3.00	\$ 7,050.00	\$ 3.00	\$ 7,050.00	\$ 6.80	\$ 15,980.00
13	Sawcut and Remove Existing Raised Brick Tree Well	EA	3	\$ 450.00	\$ 1,350.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 150.00	\$ 450.00	\$ 430.00	\$ 1,290.00	\$ 430.00	\$ 1,290.00	\$ 125.00	\$ 375.00	\$ 240.00	\$ 720.00	\$ 240.00	\$ 720.00	\$ 2,000.00	\$ 6,000.00
14	Remove Existing Tree	EA	63	\$ 3,000.00	\$ 189,000.00	\$ 350.00	\$ 22,050.00	\$ 350.00	\$ 22,050.00	\$ 500.00	\$ 31,500.00	\$ 600.00	\$ 37,800.00	\$ 600.00	\$ 37,800.00	\$ 510.00	\$ 32,130.00	\$ 14.00	\$ 882.00	\$ 800.00	\$ 3,780.00	\$ 800.00	\$ 3,780.00
15	Remove Existing AC Tree Well Cover	EA	6	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 50.00	\$ 300.00	\$ 350.00	\$ 2,100.00	\$ 350.00	\$ 2,100.00	\$ 125.00	\$ 750.00	\$ 200.00	\$ 1,200.00	\$ 200.00	\$ 1,200.00	\$ 1,000.00	\$ 6,000.00
16	Remove Existing Fence and Post	LF	4,100	\$ 8.00	\$ 32,800.00	\$ 5.00	\$ 20,500.00	\$ 5.00	\$ 20,500.00	\$ 9.00	\$ 36,900.00	\$ 8.00	\$ 32,800.00	\$ 8.00	\$ 32,800.00	\$ 9.00	\$ 36,900.00	\$ 6.00	\$ 24,600.00	\$ 6.00	\$ 24,600.00	\$ 11.00	\$ 45,100.00
17	Remove Existing Electrical Pull Box and Cover	EA	2	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00
18	Sawcut and Remove Existing Storm Drain Structure, Energy Dissipator, Barile Wall, Reinforced Concrete Box and Gutter	EA	5	\$ 3,000.00	\$ 15,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,350.00	\$ 6,750.00	\$ 1,350.00	\$ 6,750.00	\$ 6,800.00	\$ 34,000.00	\$ 6,970.00	\$ 29,850.00	\$ 6,970.00	\$ 29,850.00	\$ 7,500.00	\$ 37,500.00
19	Remove Existing Sign and Post	EA	23	\$ 100.00	\$ 2,300.00	\$ 100.00	\$ 2,300.00	\$ 100.00	\$ 2,300.00	\$ 50.00	\$ 1,150.00	\$ 50.00	\$ 1,150.00	\$ 50.00	\$ 1,150.00	\$ 41.00	\$ 943.00	\$ 165.00	\$ 3,795.00	\$ 165.00	\$ 3,795.00	\$ 50.00	\$ 1,150.00
20	Remove Existing Traffic Signal Pull Box and Cover	EA	18	\$ 350.00	\$ 6,300.00	\$ 100.00	\$ 1,800.00	\$ 100.00	\$ 1,800.00	\$ 500.00	\$ 9,000.00	\$ 800.00	\$ 10,800.00	\$ 800.00	\$ 10,800.00	\$ 102.00	\$ 1,836.00	\$ 200.00	\$ 3,600.00	\$ 200.00	\$ 3,600.00	\$ 250.00	\$ 4,500.00
21	Remove Curbside Catch Basin Grates	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 1,500.00	\$ 10,500.00	\$ 1,500.00	\$ 10,500.00	\$ 2,000.00	\$ 14,000.00	\$ 400.00	\$ 2,800.00	\$ 400.00	\$ 2,800.00	\$ 145.00	\$ 1,015.00	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 500.00	\$ 3,500.00
22	Cold Mill Existing AC Pavement 2" Deep	SF	37,140	\$ 0.43	\$ 15,970.20	\$ 0.30	\$ 11,142.00	\$ 0.30	\$ 11,142.00	\$ 0.40	\$ 14,856.00	\$ 0.30	\$ 11,142.00	\$ 0.30	\$ 11,142.00	\$ 0.30	\$ 11,142.00	\$ 0.50	\$ 18,570.00	\$ 0.50	\$ 18,570.00	\$ 0.50	\$ 18,570.00

BID SUMMARY																								
Montebello Boulevard Bike & Ped Improvement Project																								
CP 864, Bid #19-05																								
11/29/2018																								
ITEM	BID ITEM	QTY.	UNITS	Bidder No. 1			Bidder No. 2			Bidder No. 3			Bidder No. 4			Bidder No. 5			Bidder No. 6			Bidder No. 7		
				BID	PRICE	TOTAL	BID	PRICE	TOTAL	BID	PRICE	TOTAL	BID	PRICE	TOTAL	BID	PRICE	TOTAL	BID	PRICE	TOTAL	BID	PRICE	TOTAL
23	Cold Mill Existing AC Pavement 3" Deep	SF	478,760	\$	0.40	\$ 191,916.00	\$	0.20	\$ 95,958.00	\$	0.40	\$ 191,916.00	\$	0.33	\$ 158,330.70	\$	0.40	\$ 191,916.00	\$	0.60	\$ 287,874.00	\$	0.50	\$ 239,886.00
23A	Unclassified Fill	CY	135	\$	150.00	\$ 20,250.00	\$	30.00	\$ 4,050.00	\$	34.00	\$ 4,590.00	\$	24.00	\$ 3,240.00	\$	33.00	\$ 4,455.00	\$	30.00	\$ 4,050.00	\$	200.00	\$ 27,000.00
24	Construct Concrete Sidewalk	SF	43,480	\$	3.80	\$ 165,224.00	\$	4.00	\$ 173,920.00	\$	7.00	\$ 304,360.00	\$	4.50	\$ 195,680.00	\$	4.70	\$ 204,366.00	\$	6.00	\$ 260,880.00	\$	6.00	\$ 260,880.00
25	Construct Concrete Curb and Gutter	LF	5,660	\$	23.00	\$ 130,180.00	\$	25.00	\$ 141,500.00	\$	36.00	\$ 203,760.00	\$	25.00	\$ 141,500.00	\$	27.00	\$ 152,820.00	\$	37.00	\$ 209,420.00	\$	35.00	\$ 198,100.00
26	Construct Concrete Curb	LF	13,220	\$	11.00	\$ 145,420.00	\$	15.00	\$ 198,300.00	\$	26.00	\$ 343,720.00	\$	18.00	\$ 237,960.00	\$	18.00	\$ 237,960.00	\$	25.00	\$ 330,500.00	\$	35.00	\$ 462,700.00
27	Construct Concrete Curb Ramp	EA	19	\$	1,800.00	\$ 34,200.00	\$	2,000.00	\$ 38,000.00	\$	3,000.00	\$ 57,000.00	\$	3,000.00	\$ 57,000.00	\$	2,400.00	\$ 45,600.00	\$	1,750.00	\$ 33,250.00	\$	2,900.00	\$ 55,100.00
28	Construct Concrete Driveway Approach	SF	445	\$	9.00	\$ 4,005.00	\$	22.00	\$ 9,780.00	\$	9.00	\$ 4,005.00	\$	7.75	\$ 3,448.75	\$	6.00	\$ 2,670.00	\$	9.00	\$ 4,005.00	\$	13.00	\$ 5,785.00
29	Construct Concrete Cross Gutter	SF	620	\$	9.00	\$ 7,380.00	\$	14.00	\$ 11,480.00	\$	13.00	\$ 10,660.00	\$	14.00	\$ 11,480.00	\$	10.50	\$ 8,510.00	\$	16.00	\$ 13,120.00	\$	20.00	\$ 16,400.00
30	Construct Curb Drain Pipe	EA	21	\$	400.00	\$ 8,400.00	\$	200.00	\$ 4,200.00	\$	600.00	\$ 12,600.00	\$	965.00	\$ 20,265.00	\$	365.00	\$ 7,685.00	\$	990.00	\$ 20,690.00	\$	250.00	\$ 5,250.00
31	Construct Concrete Bus Pad	SF	3,770	\$	9.00	\$ 33,930.00	\$	8.00	\$ 30,160.00	\$	11.00	\$ 41,470.00	\$	8.50	\$ 32,045.00	\$	10.28	\$ 38,755.60	\$	13.00	\$ 49,010.00	\$	20.00	\$ 75,400.00
32	Install Delectable Warning Surface (Truncated Domes)	EA	2	\$	700.00	\$ 1,400.00	\$	1,200.00	\$ 2,400.00	\$	600.00	\$ 1,200.00	\$	700.00	\$ 1,400.00	\$	500.00	\$ 1,000.00	\$	700.00	\$ 1,400.00	\$	1,000.00	\$ 2,000.00
33	Construct Curb Opening Catch Basin with Gratings	EA	4	\$	18,000.00	\$ 72,000.00	\$	12,000.00	\$ 48,000.00	\$	7,000.00	\$ 28,000.00	\$	12,000.00	\$ 48,000.00	\$	11,500.00	\$ 46,000.00	\$	22,760.00	\$ 91,040.00	\$	5,000.00	\$ 20,000.00
34	Construct Storm Water Infiltration System BMP	EA	22	\$	15,000.00	\$ 330,000.00	\$	25,000.00	\$ 550,000.00	\$	10,000.00	\$ 220,000.00	\$	21,000.00	\$ 462,000.00	\$	25,000.00	\$ 550,000.00	\$	18,840.00	\$ 414,480.00	\$	1,500.00	\$ 33,000.00
35	Construct Modified Parkway Drain	EA	12	\$	1,500.00	\$ 18,000.00	\$	4,000.00	\$ 48,000.00	\$	4,000.00	\$ 48,000.00	\$	2,500.00	\$ 30,000.00	\$	1,800.00	\$ 21,600.00	\$	400.00	\$ 4,800.00	\$	6,000.00	\$ 72,000.00
36	Install Chain Link Fence and Post	LF	4,100	\$	19.00	\$ 77,800.00	\$	20.00	\$ 82,000.00	\$	20.00	\$ 82,000.00	\$	20.00	\$ 82,000.00	\$	20.00	\$ 82,000.00	\$	22.00	\$ 90,200.00	\$	23.00	\$ 94,300.00
38	Install New Sign and Post	EA	26	\$	300.00	\$ 7,800.00	\$	200.00	\$ 5,200.00	\$	275.00	\$ 7,150.00	\$	285.00	\$ 7,410.00	\$	260.00	\$ 6,760.00	\$	280.50	\$ 7,293.00	\$	300.00	\$ 7,800.00
39	Construct New Tree Well	EA	84	\$	30.00	\$ 2,520.00	\$	400.00	\$ 33,600.00	\$	110.00	\$ 9,240.00	\$	390.00	\$ 32,780.00	\$	130.00	\$ 10,920.00	\$	200.00	\$ 16,800.00	\$	200.00	\$ 16,800.00
43	Install Bus Shelter with Solar Lighting System, 3-Seat Bench and Trash Receptacle	EA	2	\$	19,000.00	\$ 38,000.00	\$	20,000.00	\$ 40,000.00	\$	22,000.00	\$ 44,000.00	\$	17,000.00	\$ 34,000.00	\$	30,235.21	\$ 60,470.42	\$	19,800.00	\$ 39,600.00	\$	20,000.00	\$ 40,000.00
44	Reconstruct Existing Parkway Drain	EA	1	\$	3,000.00	\$ 3,000.00	\$	4,000.00	\$ 4,000.00	\$	5,000.00	\$ 5,000.00	\$	3,900.00	\$ 3,900.00	\$	2,300.00	\$ 2,300.00	\$	6,000.00	\$ 6,000.00	\$	6,000.00	\$ 6,000.00
45	Install New Pedestrian Barriade	EA	4	\$	1,500.00	\$ 6,000.00	\$	800.00	\$ 3,200.00	\$	1,600.00	\$ 6,400.00	\$	1,750.00	\$ 7,000.00	\$	3,400.00	\$ 13,600.00	\$	2,574.00	\$ 10,296.00	\$	2,500.00	\$ 10,000.00
47	Install Curbside Catch Basin Grates	EA	7	\$	3,000.00	\$ 21,000.00	\$	8,000.00	\$ 56,000.00	\$	7,500.00	\$ 52,500.00	\$	3,500.00	\$ 24,500.00	\$	1,400.00	\$ 9,800.00	\$	4,148.00	\$ 29,036.00	\$	2,500.00	\$ 17,500.00
49	Construct Reinforced Concrete Block Wall and Chain Link Fence Combination	LF	30	\$	300.00	\$ 9,000.00	\$	600.00	\$ 18,000.00	\$	400.00	\$ 12,000.00	\$	500.00	\$ 15,000.00	\$	355.00	\$ 10,650.00	\$	192.00	\$ 5,760.00	\$	865.00	\$ 26,550.00

BID SUMMARY																								
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CP 864, Bid #19-05																								
11/29/2018																								
				Bidder No. 1			Bidder No. 2			Bidder No. 3			Bidder No. 4			Bidder No. 5			Bidder No. 6			Bidder No. 7		
				Sequel Contractors, Inc.			Shawhan			Excel Paving Company			Sully - Miller			All American Asphalt			Environmental Const. Inc.			EBS General Eng. Inc.		
ITEM	BID ITEM	QTY.	UNITS	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.	
50	Construct Masonry Retaining Wall (H=4'8") Type A Case II	LF	575	\$ 190.00	\$ 109,440.00	\$ 200.00	\$ 115,200.00	\$ 280.00	\$ 149,760.00	\$ 280.00	\$ 167,040.00	\$ 223.00	\$ 128,448.00	\$ 195.00	\$ 112,320.00	\$ 385.00	\$ 221,760.00							
50A	Construct Masonry Retaining Wall (H=3'4") Type A Case II	LF	71	\$ 170.00	\$ 12,070.00	\$ 190.00	\$ 13,490.00	\$ 240.00	\$ 17,040.00	\$ 290.00	\$ 20,590.00	\$ 209.00	\$ 14,768.00	\$ 185.00	\$ 13,135.00	\$ 550.00	\$ 39,060.00							
50B	Construct Masonry Retaining Wall (H=4'0") Type A Case II	LF	182	\$ 185.00	\$ 33,670.00	\$ 200.00	\$ 36,400.00	\$ 250.00	\$ 45,500.00	\$ 285.00	\$ 51,870.00	\$ 206.00	\$ 37,492.00	\$ 187.00	\$ 34,034.00	\$ 550.00	\$ 100,100.00							
50C	Construct Masonry Retaining Wall (H=5'4") Type A Case II	LF	51	\$ 300.00	\$ 15,300.00	\$ 300.00	\$ 15,300.00	\$ 400.00	\$ 20,400.00	\$ 460.00	\$ 23,460.00	\$ 346.00	\$ 17,646.00	\$ 208.00	\$ 10,606.00	\$ 550.00	\$ 28,050.00							
51	Construct Utility Vault Cover	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00							
51A	Install Chain Link Fence and Post (H=4')	LF	900	\$ 25.00	\$ 22,500.00	\$ 19.00	\$ 15,200.00	\$ 24.00	\$ 19,200.00	\$ 27.00	\$ 21,600.00	\$ 23.92	\$ 19,136.00	\$ 26.00	\$ 20,800.00	\$ 27.00	\$ 21,600.00							
51B	Construct Concrete 8" Curb	LF	1720	\$ 16.00	\$ 27,520.00	\$ 15.00	\$ 25,800.00	\$ 28.00	\$ 48,160.00	\$ 21.00	\$ 36,120.00	\$ 15.82	\$ 27,210.40	\$ 25.00	\$ 43,000.00	\$ 30.00	\$ 51,600.00							
52	Construct Crushed Miscellaneous Base (CMB)	TON	4,850	\$ 25.00	\$ 121,250.00	\$ 17.00	\$ 82,450.00	\$ 43.00	\$ 209,550.00	\$ 28.00	\$ 135,800.00	\$ 52.00	\$ 252,200.00	\$ 25.00	\$ 121,250.00	\$ 20.00	\$ 97,000.00							
53	Construct 3" - Thick AC Base Course B-PG 64-10	TON	1,100	\$ 80.00	\$ 88,000.00	\$ 60.00	\$ 66,000.00	\$ 70.00	\$ 77,000.00	\$ 80.00	\$ 88,000.00	\$ 74.00	\$ 81,400.00	\$ 82.00	\$ 90,200.00	\$ 80.00	\$ 88,000.00							
54	Construct 2" - Thick AC Final Course C2-PG 64-10	TON	450	\$ 80.00	\$ 36,000.00	\$ 60.00	\$ 27,000.00	\$ 71.00	\$ 31,950.00	\$ 85.00	\$ 38,250.00	\$ 74.00	\$ 33,300.00	\$ 82.00	\$ 36,900.00	\$ 90.00	\$ 40,500.00							
55	Construct 3" - Thick AC Final Course C2-PG 64-10	TON	9,875	\$ 70.00	\$ 691,250.00	\$ 80.00	\$ 592,500.00	\$ 70.00	\$ 691,250.00	\$ 78.00	\$ 770,250.00	\$ 74.00	\$ 730,750.00	\$ 82.00	\$ 809,750.00	\$ 85.00	\$ 839,375.00							
55	Construct Tapered AC Pavement	TON	10	\$ 500.00	\$ 5,000.00	\$ 120.00	\$ 1,200.00	\$ 70.00	\$ 700.00	\$ 210.00	\$ 2,100.00	\$ 74.00	\$ 740.00	\$ 275.00	\$ 2,750.00	\$ 1,000.00	\$ 10,000.00							
57	Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade	EA	36	\$ 800.00	\$ 28,800.00	\$ 700.00	\$ 25,200.00	\$ 850.00	\$ 30,600.00	\$ 880.00	\$ 31,680.00	\$ 750.00	\$ 27,000.00	\$ 500.00	\$ 18,000.00	\$ 800.00	\$ 28,800.00							
58	Adjust Existing Water Valve Cais and Covers to Finished Grade	EA	40	\$ 600.00	\$ 24,000.00	\$ 100.00	\$ 4,000.00	\$ 720.00	\$ 28,800.00	\$ 800.00	\$ 32,000.00	\$ 450.00	\$ 18,000.00	\$ 350.00	\$ 14,000.00	\$ 800.00	\$ 32,000.00							
59	Adjust Existing Water Meter Boxes and Covers to Finished Grade	EA	3	\$ 350.00	\$ 1,050.00	\$ 400.00	\$ 1,200.00	\$ 700.00	\$ 2,100.00	\$ 325.00	\$ 975.00	\$ 380.00	\$ 1,140.00	\$ 400.00	\$ 1,200.00	\$ 250.00	\$ 750.00							
60	Relocate Existing Fire Hydrant	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 8,000.00	\$ 16,000.00	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 7,600.00	\$ 15,200.00	\$ 3,500.00	\$ 7,000.00	\$ 15,000.00	\$ 30,000.00							
61	Adjust Existing Traffic Signal Pull Box	EA	5	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00	\$ 375.00	\$ 1,875.00	\$ 375.00	\$ 1,875.00	\$ 305.00	\$ 1,525.00	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00							
62	Adjust Existing Electrical Pull Box	EA	3	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 375.00	\$ 1,125.00	\$ 375.00	\$ 1,125.00	\$ 305.00	\$ 915.00	\$ 250.00	\$ 750.00	\$ 400.00	\$ 1,200.00							
63	Adjust Existing Fire Hydrant	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,600.00	\$ 3,600.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00							
64	Traffic Signing, Striping, Markings and Curb Painting	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 90,000.00	\$ 90,000.00	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00	\$ 69,000.00	\$ 69,000.00	\$ 88,000.00	\$ 88,000.00	\$ 70,000.00	\$ 70,000.00							
65	Traffic Signal System Upgrade for the Intersection of Montebello Blvd and Lincoln Ave	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 105,000.00	\$ 105,000.00	\$ 117,000.00	\$ 117,000.00	\$ 90,000.00	\$ 90,000.00	\$ 108,780.00	\$ 108,780.00	\$ 98,000.00	\$ 98,000.00							
66	Traffic Signal System Upgrade for the Intersection of Montebello Blvd and Avenida de la Merced	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 100,000.00	\$ 100,000.00	\$ 111,000.00	\$ 111,000.00	\$ 90,000.00	\$ 90,000.00	\$ 104,280.00	\$ 104,280.00	\$ 96,000.00	\$ 96,000.00							
67	Traffic Signal System Upgrade for the Intersection of Montebello Blvd and Jefferson Blvd	LS	1	\$ 210,000.00	\$ 210,000.00	\$ 250,000.00	\$ 250,000.00	\$ 22,000.00	\$ 22,000.00	\$ 245,000.00	\$ 245,000.00	\$ 204,000.00	\$ 204,000.00	\$ 268,880.00	\$ 268,880.00	\$ 210,000.00	\$ 210,000.00							

Montebello Boulevard Bike & Ped Improvement Project

11/29/2018

ITEM	BID ITEM	QTY.	Bidder No. 1			Bidder No. 2			Bidder No. 3			Bidder No. 4			Bidder No. 5			Bidder No. 6			Bidder No. 7		
			Sequel Contractors, Inc.			Shawman			Excel Paving Company			Sully - Miller			All American Asphalt			Environmental Const. Inc.			EBS General Eng. Inc.		
			BID PRICE	TOTAL AMT.	UNITS	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.
68	Traffic Signal System Upgrade for the Intersection of Montebello Blvd and Liberty Ave	LS	1	\$ 170,000.00	\$ 170,000.00	\$ 240,000.00	\$ 175,000.00	\$ 175,000.00	\$ 197,000.00	\$ 197,000.00	\$ 177,000.00	\$ 177,000.00	\$ 184,140.00	\$ 184,140.00	\$ 185,000.00	\$ 185,000.00							
69	Traffic Signal System Upgrade for the Intersection of Montebello Blvd and Costco Drive	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 150,000.00	\$ 150,000.00	\$ 170,000.00	\$ 170,000.00	\$ 151,000.00	\$ 151,000.00	\$ 158,850.00	\$ 158,850.00	\$ 160,000.00	\$ 160,000.00							
70	Traffic Signal System Upgrade for the Intersection of Montebello Blvd and Mall Drive #1	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 155,000.00	\$ 155,000.00	\$ 173,000.00	\$ 173,000.00	\$ 154,000.00	\$ 154,000.00	\$ 162,930.00	\$ 162,930.00	\$ 160,000.00	\$ 160,000.00							
71	Relocate Existing Street Light	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 3,000.00	\$ 2,400.00	\$ 9,600.00	\$ 2,700.00	\$ 10,800.00	\$ 3,600.00	\$ 14,400.00	\$ 2,530.00	\$ 10,120.00	\$ 5,500.00	\$ 22,000.00							
72	Remove Existing Street Light Footing, Pull Boxes, Conduits and Wires	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 2,000.00	\$ 8,600.00	\$ 1,350.00	\$ 5,400.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,408.00	\$ 5,632.00	\$ 2,000.00	\$ 8,000.00						
73	Install New Conduit and Wiring	LF	4,350	\$ 40.00	\$ 174,000.00	\$ 37.00	\$ 160,950.00	\$ 19.00	\$ 82,950.00	\$ 21.50	\$ 93,525.00	\$ 25.00	\$ 108,750.00	\$ 20.00	\$ 87,000.00	\$ 27.00	\$ 117,450.00						
76	Install New Electrical Pull Box	EA	3	\$ 800.00	\$ 2,400.00	\$ 700.00	\$ 2,100.00	\$ 1,600.00	\$ 4,800.00	\$ 1,800.00	\$ 5,400.00	\$ 615.00	\$ 1,845.00	\$ 1,072.00	\$ 5,016.00	\$ 700.00	\$ 2,100.00						
78	Construct Integral Color Concrete Pavement in Median Islands	SF	4,520	\$ 5.60	\$ 25,312.00	\$ 7.00	\$ 31,640.00	\$ 13.00	\$ 58,760.00	\$ 10.00	\$ 45,200.00	\$ 4.93	\$ 22,283.60	\$ 8.00	\$ 36,160.00	\$ 8.00	\$ 36,160.00						
79	Red Cobble Rock Paving Set in Concrete in Median Islands	SF	800	\$ 13.00	\$ 10,400.00	\$ 20.00	\$ 16,000.00	\$ 12.00	\$ 9,600.00	\$ 18.00	\$ 14,400.00	\$ 12.00	\$ 9,600.00	\$ 73.52	\$ 58,896.00	\$ 20.00	\$ 16,000.00						
80	Decomposed Granite Surface	SF	15,630	\$ 4.00	\$ 62,520.00	\$ 4.00	\$ 62,520.00	\$ 4.50	\$ 70,335.00	\$ 6.00	\$ 93,780.00	\$ 4.30	\$ 67,208.00	\$ 3.00	\$ 46,890.00	\$ 6.00	\$ 93,780.00						
81	Aluminum Edging for Decomposed Granite Surface	LF	9,880	\$ 7.00	\$ 67,760.00	\$ 2.00	\$ 19,360.00	\$ 8.00	\$ 77,440.00	\$ 9.00	\$ 87,120.00	\$ 8.15	\$ 78,892.00	\$ 10.00	\$ 96,800.00	\$ 11.50	\$ 111,320.00						
82	River Rock Dry Stream/Infiltration Areas	SF	13,570	\$ 8.00	\$ 108,560.00	\$ 8.00	\$ 108,560.00	\$ 10.00	\$ 135,700.00	\$ 9.00	\$ 122,130.00	\$ 4.15	\$ 56,315.50	\$ 7.00	\$ 94,990.00	\$ 8.00	\$ 108,560.00						
83	Schedule 80 PVC Irrigation Blewing Under Paving	LF	1,960	\$ 15.00	\$ 29,400.00	\$ 20.00	\$ 39,200.00	\$ 40.00	\$ 78,400.00	\$ 40.00	\$ 78,400.00	\$ 39.00	\$ 76,440.00	\$ 38.00	\$ 70,560.00	\$ 48.00	\$ 94,080.00						
84	Irrigation Point of Connection Equipment	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,800.00	\$ 10,800.00	\$ 3,450.00	\$ 10,350.00	\$ 3,700.00	\$ 11,100.00	\$ 8,300.00	\$ 18,900.00	\$ 12,000.00	\$ 36,000.00						
85	Landscape Drip Irrigation System	SF	48,650	\$ 6.80	\$ 330,620.00	\$ 2.00	\$ 97,300.00	\$ 6.50	\$ 316,225.00	\$ 6.50	\$ 316,225.00	\$ 6.25	\$ 304,062.50	\$ 8.00	\$ 389,200.00	\$ 6.00	\$ 291,900.00						
86	Finish Grading of Landscape Areas, including Class A Topsoil as Needed	SF	48,650	\$ 0.60	\$ 29,190.00	\$ 2.00	\$ 97,300.00	\$ 2.50	\$ 121,625.00	\$ 2.00	\$ 97,300.00	\$ 2.55	\$ 124,057.50	\$ 2.50	\$ 121,625.00	\$ 1.00	\$ 48,650.00						
87	24" Box Trees, including Backfill Mix and Sinking	EA	215	\$ 300.00	\$ 64,500.00	\$ 300.00	\$ 64,500.00	\$ 500.00	\$ 107,500.00	\$ 500.00	\$ 120,400.00	\$ 480.00	\$ 105,960.00	\$ 385.00	\$ 82,775.00	\$ 700.00	\$ 150,500.00						
88	1 Gallon Shrubs and Perennials, including Backfill Mix	EA	3,700	\$ 10.00	\$ 37,000.00	\$ 15.00	\$ 55,500.00	\$ 10.00	\$ 37,000.00	\$ 11.00	\$ 40,700.00	\$ 9.75	\$ 36,075.00	\$ 10.00	\$ 37,000.00	\$ 14.00	\$ 51,800.00						
89	Ground Cover Planting from Flats	SF	4,380	\$ 1.00	\$ 4,380.00	\$ 8.00	\$ 26,160.00	\$ 0.40	\$ 1,744.00	\$ 0.40	\$ 1,744.00	\$ 0.35	\$ 1,528.00	\$ 0.50	\$ 2,180.00	\$ 1.00	\$ 4,380.00						
90	3" Thick Layer of Bark Mulch in Landscape Areas	SF	48,650	\$ 1.00	\$ 48,650.00	\$ 0.60	\$ 29,190.00	\$ 0.60	\$ 29,190.00	\$ 0.70	\$ 34,055.00	\$ 0.60	\$ 29,190.00	\$ 0.60	\$ 29,190.00	\$ 0.55	\$ 26,757.50						
91	Plant and Irrigation Maintenance for 180 Calendar Days	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,600.00	\$ 7,600.00	\$ 8,757.00	\$ 8,757.00	\$ 22,000.00	\$ 22,000.00							
92	Install Public Improvement Project Signs	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 300.00	\$ 600.00	\$ 1,500.00	\$ 3,000.00	\$ 950.00	\$ 1,900.00	\$ 3,200.00	\$ 3,200.00	\$ 4,000.00	\$ 4,000.00						
93	Provide Construction Survey	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	\$ 80,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00	\$ 92,000.00	\$ 92,000.00	\$ 98,732.00	\$ 98,732.00	\$ 95,000.00	\$ 95,000.00							

BID SUMMARY																						
Montebello Boulevard Bike & Ped Improvement Project																						
CP 864, Bid #19-05																						
11/29/2018																						
ITEM	BID ITEM	QTY.	UNITS	Bidder No. 1			Bidder No. 2			Bidder No. 3			Bidder No. 4			Bidder No. 5			Bidder No. 6			Bidder No. 7
				BID PRICE	TOTAL AMT.		BID PRICE	TOTAL AMT.		BID PRICE	TOTAL AMT.		BID PRICE	TOTAL AMT.		BID PRICE	TOTAL AMT.		BID PRICE	TOTAL AMT.		
94	Provide Soil and Pavement Testing Services as Directed by the Engineer - Allowance	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
TOTAL AMOUNT BASE BID					\$ 5,776,272.20			\$ 5,968,820.00			\$ 6,491,996.00			\$ 6,644,000.00			\$ 6,849,284.98			\$ 6,980,092.50		
DEDUCTIVE BID ITEMS:																						
ITEM #	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EXTENDED AMOUNT		
1A	Deduct New Shrubs, Perennials, Ground Cover Planting, and Bark Mulch in Parkways, Replace with 3" Thick Uncompacted Decomposed Granite	LS	1	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,030.00	\$ 10,030.00	\$ 5,578.00	\$ 5,578.00	\$ 5,578.00		
2A	Deduct New Strip Irrigation for Shrubs, Perennials, and Ground Cover Planting in Parkways	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 43,185.00	\$ 43,185.00	\$ 43,185.00	\$ 43,185.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 43,750.00	\$ 43,750.00	\$ 36,135.00	\$ 36,135.00	\$ 36,135.00		
3A	Deduct Removal of Existing and Planting of New Street Trees and Associated Concrete Work and Irrigation in Parkways existing street trees to	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 120,000.00	\$ 120,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 213,755.00	\$ 213,755.00	\$ 48,450.00	\$ 48,450.00	\$ 48,450.00		
4A	Deduct Plant Maintenance for Parkway Areas and New Street Trees for 180 Calendar Days	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00		
TOTAL AMOUNT DEDUCTIVE BID				\$	100,000.00		\$ 172,000.00		\$ 255,335.00		\$ 231,000.00		\$ 269,785.00		\$ 0				\$ 98,563.00	\$ 98,563.00		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Professional Services Agreements for Project Oversight Consultant and Funding Appropriation

DATE: December 19, 2018

RECOMMENDATION

That the City Council approve:

- 1) A professional services agreement for project oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project,
- 2) Approve the retention Michael Baker International in the amount of \$10,000,
- 3) Approve the appropriation of funds required to provide the proposed services from the Home2Suite Bonds, and
- 4) Authorize the Acting City Manager to execute the agreements on behalf of the City.

BACKGROUND/ANALYSIS

In 2016, the City Council retained the services of Hotel2Suites LLC to provide construction management services for the Home2Suite Hotel Project. The selection was made with the understanding that the City lacked the expertise to manage the project with in-house staff, so the City relied on Hotel2Suites LLC to act as construction manager. The City also agreed to reimburse Hotel2Suites LLC for an amount not-to-exceed \$50,000 to assist with the project.

During the months of July and August 2018, staff requested proposals from three (3) highly qualify consultants. Below is a table showing a cost comparison of the proposals:

Company	Cost	Staff
DBC Advisors	Monthly invoices + \$5,000 retainer fee \$35,000 (not to exceed)	Project Manager - \$275/hr Steve Garis, LEED AP \$125/hr John Weber, Jr, CPA - \$90/hr
Michael Baker International	\$39,000 (not to exceed)	Mr Ruddins - \$225/hr R. Seitz - \$185/hr
Swinerton Management & Consulting	Monthly payment \$110,000 (not to exceed)	Project Manager - \$155/hr

Copies of the proposals received are attached for City Council's consideration.

In months of September and October 2018, the City Council received briefings on this item in Closed Session. At the meeting of October 10, 2018, the City Council provided direction to staff. Staff has prepared the this staff report and is seeking approval of the agreement(s) and funding approval to proceed with the proposed services.

FISCAL IMPACT

Funding for the services can be provided from the Home2Suite Hotel Project Bonds. As such, staff is seeking City Council's approval of the appropriation of \$35,000 for the proposed services. If hotel bond funds are used, there will be no impact on the City's General Fund.

SUMMARY

The City Council will consider: 1) approving a professional services agreement for oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project; 2) approve the retention of Michael Baker International in the amount of \$10,000; 3) approve the appropriation of funds from the Home2suite Bonds to fund the proposed services; and 4) authorize the Acting City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Draft Professional Services Agreement
Draft Professional Services Agreement with Michael Baker International

Comprehensive Planning Services

Project Director/Advisor	\$180 - \$225
Principal Planner	\$150 - \$180
Project Manager	\$130 - \$150
Assistant Project Manager	\$120 - \$130
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$75 - \$85

Environmental Services

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

Urban Design & Revitalization

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

Transportation Services

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

Public Outreach

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

Creative Services

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

Grant Writing

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

SMARA Services

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

Sustainability

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

Conservation & Resource Planning

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

Biology

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

GIS

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

Housing & Redevelopment

Project Manager	\$125 - \$150
Senior Housing Planner	\$95 - \$115
Associate Housing Planner	\$80 - \$90
Grant Technician	\$75 - \$80

Management Services

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

Municipal Finance

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

Meeting Facilitation

Facilitation Services	\$115 - \$175
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Administrative Services

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.

Rates are subject to a 3% increase each year.

May not include all staff titles.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. ____
BY AND BETWEEN

CITY OF MONTEBELLO
AND
MICHAEL BAKER INTERNATIONAL

This agreement ("Agreement") is made as of November ____, 2018 by and between the City of Montebello, a municipal corporation ("City") and MICHAEL BAKER INTERNATIONAL (Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached Exhibit "A"; and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting 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:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on the date first set forth above (the "Commencement Date") and shall terminate effective June 30, 2019; unless earlier terminated by either

party or parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within one (1) week (7) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed TEN THOUSAND DOLLARS (\$10,000). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: _____

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated fully and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")

MICHAEL BAKER INTERNATIONAL
("CONSULTANT")

Andrew G. Pasmant
Acting City Manager

Name.
Title

Date:_____

Date:_____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE
(see attached)**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold the City harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

B. The City Administrator shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 hereof, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk" City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof

shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. 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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the

notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all

subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. ____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
SWINERTON MANAGEMENT & CONSULTING

This agreement ("Agreement") is made as of November ____, 2018 by and between the City of Montebello, a municipal corporation ("City") and _____ (Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached Exhibit "A"; and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting 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:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on the date first set forth above (the "Commencement Date") and shall terminate effective June 30, 2019; unless earlier terminated by either

party or parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within one (1) week (7) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed _____ DOLLARS (\$_____). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: _____

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated fully and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")

("CONSULTANT")

Andrew G. Pasmant
Acting City Manager

Name.
Title

Date:_____

Date:_____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE
(see attached)**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold the City harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

B. The City Administrator shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 hereof, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk" City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof

shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. 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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the

notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all

subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Danilo Batson, Assistant City Manager / Director of Public Works
SUBJECT: Completion of Traffic Studies
DATE: December 19, 2018

RECOMMENDATIONS

It is recommended that City Council:

- 1) Approve the performance of the various traffic studies as recommended by the Traffic & Safety Commission; and
- 2) Authorize the Acting City Manager to approve, on behalf of the City and in accordance with Resolution No. 17-40, both the expenditure of \$25,413 in Measure R Funds and the contract services with Infrastructure Engineers under Agreement No. 3066 on behalf of the City.

BACKGROUND/ANALYSIS

The Public Works Department has received four requests for the installation of stop signs at the following intersections in the City:

1. 5th Street and Madison Avenue – Complaint of speeding, accidents and nearby school;
2. Hibiscus St. and Los Amigos Ave. – Complaint of speeding, resulting in a need for a stop sign on Hibiscus Street;
3. 4th Street and Mines Avenue – Complaint about crosswalk installed in 1989 stating that it is no longer effective. Resident requests four-way stop signs at the intersection. When making a left-turn from 4th Street onto Mines Avenue, the residents do not feel safe as cars are blocking visibility of approaching vehicular traffic.
4. Poplar Ave. and Fremont Square – Request for a four-way stop due to speeding cars on Poplar Avenue. Residents submitted a petition with 27 signatures requesting additional stop signs and a crosswalk on Poplar Avenue.

Each request will involve a stop sign warrant investigation per the guidelines in the California Manual of Uniform Traffic Control Devices (MUTCD). In order to comply with the MUTCD, completion of a Stop Sign Warrant Analysis is required.

On November 7, 2018, the Traffic & Safety Commission reviewed these requests and approved the completion of the required traffic studies. Below are aerial photos of each intersection.

Intersection #1 – 5th Street & Madison Avenue



Intersection #2 – Hibiscus Street & Los Amigos Avenue



Intersection #3 – Mines Avenue & 4th Street



Intersection #4 – Poplar Avenue & Fremont Square



FISCAL IMPACTS

The total estimated cost to complete the studies is \$25,413 (see attached Request for Services for each study). As part of the FY 2018/19 Capital Improvement Budget, the City Council appropriated \$50,000 in Measure R Funds for traffic engineering studies of which \$36,966 would remain after completion of the studies.

SUMMARY

The City Council will consider: 1) approving the performance of the various traffic studies as recommended by the Traffic & Safety Commission, and 2) authorizing the Acting City Manager to approve, on behalf of the City and in accordance with Resolution No. 17-40, both the expenditure of \$25,413 in Measure R Funds and the contract services with Infrastructure Engineers under Agreement No. 3066 on behalf of the City.

ATTACHMENTS

Request for Services

REQUEST FOR SERVICE



City of Montebello

TO: Danilo Batson, Assistant City Manager
DATE: November 27, 2018
FROM: Steve Forster, Senior Vice President
SUBJECT: Stop Sign Warrant Analysis – Hibiscus Street and Los Amigos Avenue

Acct. No.: _____

Type of Project: ☐ Public Works ☐ Community Development ☒ Traffic ☐ Park and Rec.

Description of Request: _____ In response to citizen concerns Infrastructure Engineers will analyze various data and prepare a stop sign warrant analysis at the 4-Way intersection of Hibiscus Street and Los Amigos Avenue. The scope of the work will include a field review of the intersection geometry, conducting manual peak-hour, pedestrian, bicycle and 24-hour traffic volume counts, approach speed counts on Hibiscus and Los Amigos Avenue, analyzing data collected, review traffic collision history, and evaluate stop sign warrants in accordance with the CA MUTCD. All findings and recommendations shall be presented to the City in a final report.

Infrastructure Engineers' fee for the above services is per our hourly rate agreement as identified in the table below:

Task	Description	Project Manager	Senior Traffic Engineer	Counts	Cost
		Rate: \$149	\$129		
1	Field Review		4		\$516
2	AMPM Peak-Hour Traffic Counts (Hibiscus Street and Los Amigos Avenue) with Pedestrians and Bicycles		4	\$208	\$724
3	24-hour Approach ADT with Speed Counts (4 Approaches)		4	\$299	\$815
4	Collision History (Compile Data to Include Diagram and Review)		6		\$774
5	Identify Safety Issues and Mitigation Measures		4		\$516
6	Evaluate CA MUTCD All-Way Stop Warrants	1	8		\$1,181
7	Prepare Written Report	2	12		\$1,846
				TOTAL	\$6,372

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
Projected Date of Completion: Eight (8) weeks after RFS approval
Project Manager: Steve Hilton, T.E.
Estimated Cost of Services: \$6,372



Steve Forster, Senior Vice President

11/27/2018
Date

APPROVED TO PROCEED:

Danilo Batson, Assistant City Manager

Date

REQUEST FOR SERVICES



City of Montebello

TO: Danilo Batson, Assistant City Manager
DATE: November 27, 2018
FROM: Steve Forster, Senior Vice President
SUBJECT: All-Way Stop Sign Warrant Analysis – 4th Street and Mines Avenue

Acct. No.: _____

Type of Project: ☐ Public Works ☐ Community Development ☒ Traffic ☐ Park and Rec.

Description of Request: _____ In response to citizen concerns Infrastructure Engineers will analyze various data and prepare an all-stop sign warrant analysis at the 4-Way intersection of 4th Street and Mines Avenue. The scope of the work will include a field review of the intersection geometry, conducting manual peak-hour, pedestrian, bicycle and 24-hour traffic volume counts, approach speed counts for 4th Street and Mines Avenue, analyzing data collected, review traffic collision history, and evaluate all-way stop sign and crosswalk warrants in accordance with the CA MUTCD. All findings and recommendations shall be presented to the City in a final report.

Infrastructure Engineers' fee for the above services is per our hourly rate agreement as identified in the table below:

Task	Description	Project Manager	Senior Traffic Engineer	Counts	Cost
		Rate:	\$129		
1	Field Review		4		\$516
2	AMPM Peak-Hour Traffic Counts (4th Street and Mines Avenue) with Pedestrians and Bicycles		4	\$208	\$724
3	24-hour Approach ADT w/lt Speed Counts (4 Approaches)		4	\$299	\$815
4	Collision History (Compile Data to Include Diagram and Review)		6		\$774
5	Identify Safety Issues and Mitigation Measures		4		\$516
6	Evaluate CA MUTCD All-Way Stop Warrants	1	8		\$1,181
7	Prepare Written Report	2	12		\$1,846
				TOTAL	\$6,372

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
Projected Date of Completion: Eight (8) weeks after RFS approval
Project Manager: Steve Hilton, T.E.
Estimated Cost of Services: \$6,372



Steve Forster, Senior Vice President

Date 11/27/2018

APPROVED TO PROCEED:

Danilo Batson, Assistant City Manager

Date

REQUEST FOR SERVICES



City of Montebello

TO: Danilo Batson, Assistant City Manager
DATE: November 27, 2018
FROM: Steve Forster, Senior Vice President
SUBJECT: All-Way Stop Sign and Crosswalk Warrant Analysis – Poplar Avenue at Fremont Square

Acct. No.: _____

Type of Project: ☐ Public Works ☐ Community Development ☒ Traffic ☐ Park and Rec.

Description of Request: In response to citizen concerns Infrastructure Engineers will analyze various data and prepare an all-stop sign warrant analysis at the 3-Way intersection of Poplar Avenue at Fremont Square. The scope of the work will include a field review of the intersection geometry, conducting manual peak-hour, pedestrian, bicycle and 24-hour traffic volume counts, approach speed counts on Poplar Avenue and Fremont Square, analyzing data collected, review traffic collision history, and evaluate all-way stop sign and crosswalk warrants in accordance with the CA MUTCD. All findings and recommendations shall be presented to the City in a final report.

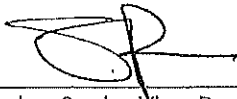
Infrastructure Engineers' fee for the above services is per our hourly rate agreement as identified in the table below:

Task	Description	Project Manager	Senior Traffic Engineer	Counts	Cost
		Rate: \$149	\$129		
1	Field Review		4		\$516
2	AM/PM Peak-Hour Traffic Counts (Poplar Avenue at Fremont Square) with Pedestrians and Bicycles		4	\$208	\$724
3	24-hour Approach ADT with Speed Counts (3 Approaches)		4	\$224	\$740
4	Collision History (Compile Data to Include Diagram and Review)		6		\$774
5	Identify Safety Issues and Mitigation Measures		4		\$516
6	Evaluate CA MUTCD All-Way Stop Warrants	1	8		\$1,181
7	Prepare Written Report	2	12		\$1,846
				TOTAL	\$6,297

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
Projected Date of Completion: Eight (8) weeks after RFS approval
Project Manager: Yunus Rahi, PhD., PE, TE
Estimated Cost of Services: \$6,297



Steve Forster, Senior Vice President

11/27/2018

Date

APPROVED TO PROCEED:

Danilo Batson, Assistant City Manager

Date

REQUEST FOR SERVICES



City of Montebello

TO: Danilo Batson, Assistant City Manager
DATE: November 27, 2018
FROM: Steve Forster, Senior Vice President
SUBJECT: Stop Sign Warrant Analysis - Madison Avenue and 5th Street

Acct. No.: _____

Type of Project: ☐ Public Works ☐ Community Development ☒ Traffic ☐ Park and Rec.

Description of Request: In response to citizen concerns Infrastructure Engineers will analyze various data and prepare a stop sign warrant analysis at the 4-Way intersection of Madison Avenue and 5th Street. The scope of the work will include a field review of the intersection geometry, conducting manual peak-hour, pedestrian, bicycle and 24-hour traffic volume counts, approach speed counts on Madison Avenue and 5th Street, analyzing data collected, review traffic collision history, and evaluate stop sign warrants in accordance with the CA MUTCD. All findings and recommendations shall be presented to the City in a final report.

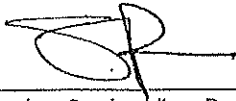
Infrastructure Engineers' fee for the above services is per our hourly rate agreement as identified in the table below:

Task	Description	Project Manager	Senior Traffic Engineer	Counts	Cost
	Rate:	\$149	\$129		
1	Field Review		4		\$516
2	AWPM Peak-Hour Traffic Counts (Madison Avenue and 5th Street) with Pedestrians and Bicycles		4	\$208	\$724
3	24-hour Approach ADT with Speed Counts (4 Approaches)		4	\$299	\$815
4	Collision History (Compile Data to Include Diagram and Review)		6		\$774
5	Identify Safety Issues and Mitigation Measures		4		\$516
6	Evaluate CA MUTCD All-Way Stop Warrants	1	8		\$1,181
7	Prepare Written Report	2	12		\$1,846
TOTAL					\$6,372

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
Projected Date of Completion: Eight (8) weeks after RFS approval
Project Manager: Yunis Rahi, PhD., PE, TE
Estimated Cost of Services: \$6,372



Steve Forster, Senior Vice President

11/27/2018

Date

APPROVED TO PROCEED:

Danilo Batson, Assistant City Manager

Date

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: San Gabriel Mission Monument Site Maintenance Project: Resolution of the City Council of the City of Montebello City Council Finding that the Proposed Irrevocable Offer of Dedication conforms to the City's General Plan, Approving as to Form of the Irrevocable Offer of Dedication of for 0.079 Acres of the San Gabriel Mission Monument Site for Ongoing Maintenance, Authorizing and Directing Staff to Execute and Record the Certificate of Acceptance, Authorizing and Directing Staff to Commence the Maintenance, Making Findings that Subsequent or Supplemental Environmental Review is Not Required, and Authorizing and Directing Staff to File a Notice of Determination.

DATE: December 19, 2018

RECOMMENDATION:

That the City Council adopt the attached City Council Resolution to:

1. Find that subsequent or supplemental environmental review is not required by CEQA (1) under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, and, (2) alternatively, under State CEQA Guidelines section 15301 (Exemption for Class 1, Existing Facilities);
2. Find that the proposed Irrevocable Offer of Dedication for maintenance for the San Gabriel Mission Monument site conforms to the City's General Plan pursuant to Government Code section 65402;
3. Approve as to form the Irrevocable Offer of Dedication;
4. Authorize and direct the Acting City Manager to execute any documents reasonably necessary effectuate the purpose of this Resolution, including to execute and record the Certificate of Acceptance for the Irrevocable Offer of Dedication;
5. Authorize and Direct Staff to commence the maintenance contemplated by the Irrevocable Offer of Dedication; and

6. Authorize and Direct Staff to prepare, execute, and file a Notice of Determination (NOD) with the Los Angeles County Recorder within five (5) working days after adoption of the attached Resolution.

BACKGROUND:

The project consists of ongoing maintenance to improvements for the San Gabriel Mission Monument site following damage caused by the Lincoln Fire of 2015. The project site is located at the Northwest corner of San Gabriel Boulevard and Lincoln Avenue and consists of 0.079 acres (3,441.24 square feet). This property is currently owned by Sentinel Peak Resources California LLC. Please see the attached location map showing the project boundaries.

The Los Angeles County Regional Park and Open Space District awarded the City a grant of \$150,000 for improvements along San Gabriel Boulevard and Lincoln Avenue (Grant #58G4-08-2177). The City intends to use the grant funds to pay for prior improvements (new landscape & irrigation, concrete pathway repairs, decomposed granite, water line and directional sign) to the site and the initial 90-day plant establishment period. The City is working closely with the District staff to complete and provide all forms and materials necessary to close out this grant. This process includes accepting, executing, and recording this offer of dedication.

As explained above, the project site includes some property currently owned by Sentinel. Sentinel has offered to dedicate this property to the City. The offer of dedication requires the City's eventual acceptance of the real property interest. This process generally follows the steps below:

1. The Planning Commission reviews the offer of dedication for conformance with the General Plan and for compliance with CEQA, and submits its report and recommendation to the City Council.
2. With the Planning Commission's recommendations, the City Council considers whether to approve the offer of dedication as to form, authorize and direct staff to execute and record the certificate of acceptance, and to authorize and direct staff to move forward with the maintenance of the improvements contemplated in the IOD.

The first step occurred on December 18, 2018, when, in accordance with Government Code section 65402, the City's Planning Commission reviewed the proposed Irrevocable Offer of Dedication to determine whether it is consistent with the City's General Plan. Staff will present the Planning Commission's recommendation at the City Council meeting on December 19, 2018.

This item concerns the second step outlined above.

ANALYSIS

Staff reviewed the offer of dedication for compliance as to form with State law. Staff recommends that the City Council approve the offer of dedication as to form and authorize and direct Staff to commence the contemplated improvements. Staff has worked closely with Sentinel Peak to address the terms and property subject to the offer of dedication. The Irrevocable Offer of Dedication terms along with the description and depiction of the property is attached.

Per the terms of the Irrevocable Offer of Dedication, the City accepts the offer by executing and recording the Certificate of Acceptance included in the attachment. Accordingly, Staff recommends that the City Council authorize and direct the Acting City Manager to execute any and all documents necessary to effectuate the purpose of the offer of dedication, including executing and recording the Certificate of Acceptance.

Since the purpose of the offer of dedication is to allow the City to perform ongoing maintenance of the San Gabriel Mission Monument site, Staff recommends that the City Council also authorize and direct Staff to commence the maintenance contemplated by the offer of dedication.

ENVIRONMENTAL

California Public Resources Code section 21166

In accordance with CEQA, on June 10, 2015, the City Council passed Resolution No. 15-32, which certified the Final Recirculated Environmental Impact Report for the Montebello Hills Specific Plan (State Clearing House No. 2008011122) (EIR), approved a mitigation monitoring and reporting program (MMRP), and adopted a statement of overriding considerations (SOC). The EIR fully analyzed all environmental impacts of the Specific Plan, including any and all existing conditions and infrastructure improvements to San Gabriel Boulevard and Lincoln Boulevard.

The proposed offer of dedication is fully covered by the EIR. The San Gabriel Mission Monument Site was an existing condition at the time of the EIR. The ongoing maintenance of the site was contemplated at the time of the EIR. Also, any and all mitigation measures prescribed by the MMRP would, to the extent applicable, apply to the proposed dedication.

Based on all evidence in the administrative record, the Planning Commission recommended that the City Council determine that preparation of a subsequent or supplemental EIR or any other CEQA documentation is not required under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, because the proposed offer of dedication:

1. Does not constitute a substantial change to the project that will require major revisions of the EIR due to the involvement of new significant environmental

effects or a substantial increase in the severity of previously identified significant effects;

2. Does not constitute a substantial change with respect to the circumstances under which the project is administered that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
3. Does not involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified that shows any of the following: (a) the offer of dedication will have one or more significant effects not discussed in the EIR; (b) significant effects previously examined will be substantially more severe than shown in the EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the City Council declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

State CEQA Guidelines section 15301 (Class 1, Existing Facilities)

Further, and in the alternative, based on all evidence in the administrative record, the proposed offer of dedication would be exempt from environmental review under State CEQA Guidelines section 15301 (Class 1, Existing Facilities), because the proposed offer of dedication is for the repair, maintenance, permitting, or minor alteration of existing public facilities involving negligible or no expansion of use.

The proposed offer of dedication is for improvements and ongoing maintenance to the existing San Gabriel Mission Monument site after the site was damaged from the Lincoln Fire of 2015. The improvements and maintenance will in no way expand the monument site or use of the monument site. None of the exceptions to the exemptions are present. (State CEQA Guidelines, section 15300.2.)

Notice of Determination

Should the City Council approve the Irrevocable Offer of Dedication as to form and authorize staff to file a certificate of acceptance, the City Council must also direct Staff to prepare, execute, and file a notice of determination (NOD) within five working days after the adoption of the attached resolution.

FISCAL IMPACTS

There are no fiscal Impacts associated with City Council's acceptance of the Irrevocable Offer of Dedication. The maintenance of the San Gabriel Mission Monument Site is already included in the FY 2018/19 Recreation and Community Services Maintenance

and Operations, as it has been maintained by the City for several years. Additionally, the improvements to the site would be covered by the County District's grant of \$150,000, described above.

ATTACHMENTS

Exhibit A – Draft City Council Resolution

Exhibit B – Draft Planning Commission Resolution

Exhibit C – Irrevocable Offer of Dedication

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, MAKE THE FINDINGS THAT THE PROPOSED DEDICATION FOR 0.079 ACRES OF THE SAN GABRIEL MISSION MONUMENT SITE AT THE NORTHWEST CORNER OF SAN GABRIEL BOULEVARD AND LINCOLN IS CONSISTENT WITH THE GENERAL PLAN OF THE CITY OF MONTEBELLO AND THAT SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW IS NOT REQUIRED FOR THE OFFER OF DEDICATION

WHEREAS, the Los Angeles County Regional Park and Open Space District awarded the City of Montebello a grant of \$150,000 for improvements along San Gabriel Boulevard and Lincoln Avenue (Grant #58G4-08-2177); and

WHEREAS, the Lincoln Fire of 2015 caused severe damage to the San Gabriel Mission Monument site—0.079 acres (3,441.24 square feet) of land at the Northwest corner of San Gabriel Boulevard and Lincoln Avenue (the "Property" or the "San Gabriel Mission Monument site"); and

WHEREAS, the City performed improvements and repairs to the San Gabriel Mission Monument site to rehabilitate the site after the fire, and the City is performing and will perform ongoing maintenance for the site; and

WHEREAS, the City intends to use the grant funds to pay for prior improvements and the ongoing maintenance;

WHEREAS, the San Gabriel Mission Monument site is currently owned by Sentinel Peak Resources California LLC ("Sentinel");

WHEREAS, Sentinel has offered to dedicate the Property to the City;

WHEREAS, California Government Code section 65402 requires that, prior to a City's acquisition for a street, square, park or other public purpose, the Planning Commission submit to the City Council a report on the acquisition's conformity to the General Plan; and

WHEREAS, the project consists removal of damaged vegetation, minor leveling of site soil, new landscape and irrigation, concrete walkway repairs, installation of decomposed granite, new water line, new directional sign and initial 90-day plant establishment period, etc.; and

WHEREAS, after consideration of all the facts and circumstances, the City of Montebello Planning Commission desires to make a finding and recommendation to the Montebello City Council that, based upon substantial evidence, the proposed dedication is in conformance with the City of Montebello General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), on June 10, 2015, the City Council adopted Resolution No. 15-32, which certified the Final Recirculated Environmental Impact Report for the Montebello Hills Specific Plan (State Clearing House No. 2008011122) (EIR), approved a mitigation monitoring and reporting program (MMRP), and adopted a statement of overriding considerations (SOC). The EIR fully analyzed the environmental impacts of the Specific Plan on the existing environmental conditions of the property, including any and all improvements to San Gabriel Boulevard and Lincoln Avenue; and

WHEREAS, the proposed offer dedication is fully covered by the EIR. The San Gabriel Mission Monument Site was an existing condition at the time of the EIR; and

WHEREAS, further, in accordance with CEQA, and in the alternative, the proposed offer of dedication is exempt from environmental review as a class 1 existing facility under State CEQA Guidelines section 15301; and

WHEREAS, the proposed offer of dedication is for improvements and ongoing maintenance to the existing San Gabriel Mission Monument site after the site was damaged from the Lincoln Fire of 2015. The improvements and maintenance will in no way expand the monument site or use of the monument site; and

WHEREAS, on December 18, 2018, at a duly noticed public meeting, the City of Montebello Planning Commission considered whether the offer of dedication conforms to the City's General Plan.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: RECITALS. Planning Commission hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2: ENVIRONMENTAL REVIEW. Based on all evidence in the administrative record, including all oral and written testimony presented, the City of Montebello Planning Commission recommends that the City Council find that preparation of a subsequent or supplemental EIR or any other CEQA document is not required under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, because the proposed offer of dedication:

- Does not constitute a substantial change to the project that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Does not constitute a substantial change with respect to the circumstances under which the project is administered that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- Does not involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR

was certified that shows any of the following: (a) the offer of dedication will have one or more significant effects not discussed in the EIR; (b) significant effects previously examined will be substantially more severe than shown in the EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the City Council declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

Further, and in the alternative, based on all evidence in the administrative record, including all oral and written testimony presented, the City of Montebello Planning Commission recommends that the City Council find that the proposed offer of dedication is exempt from environmental review under State CEQA Guidelines section 15301 (Class 1, Existing Facilities), because the proposed offer of dedication is for the repair, maintenance, permitting, or minor alteration of existing public facilities involving negligible or no expansion of use. None of the exceptions to the exemptions applies. (State CEQA Guidelines, § 15300.2.)

SECTION 3: GENERAL PLAN CONFORMITY. Based on all evidence in the administrative record, the City of Montebello Planning Commission finds and recommends that the City Council find that there is substantial evidence supporting a finding that the proposed dedication is in conformance with the General Plan per California Government Code section 65402. This finding is based, in part, on the following aspects of the General Plan:

- Land Use Element, Goal #1: To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.
- Redevelopment Element, Policy #1: To undertake programs and actions which will reduce or eliminate the conditions of blight found to exist within any area of the City.
- Redevelopment Element, Policy #2: To maintain standards of improvement which will avoid the creation of conditions of blight.

SECTION 4: CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at City Hall, 1600 W. Beverley Blvd., Montebello CA 90640. The custodian for these records is the Director of Planning and Community Development. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 5: NOTICE OF DETERMINATION. Based on all evidence in the administrative record, the City of Montebello Planning Commission recommends that the City Council direct Staff to prepare, execute, and file a NOD within five working days after the City Council takes action on the offer of dedication.

PASSED, AND ADOPTED this 18th day of December, 2018.

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

ATTEST:

Brissa Sotelo, Chair

Matthew Feske
Secretary to the Planning Commission

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Montebello

Attention: _____

1600 W. Beverly Boulevard

Montebello, CA 90640

No recording fee pursuant to Government Code Section 27383
No Documentary Transfer Tax, pursuant to Revenue & Taxation Code Section 11922

IRREVOCABLE OFFER OF DEDICATION

SENTINEL PEAK RESOURCES CALIFORNIA LLC, a Delaware limited liability company ("**Owner**"), is the owner of certain real property located in the City of Montebello, Los Angeles County, California more particularly described on Exhibit "A" to this IOD (the "**Real Property**"). The portion of the Real Property to which this Irrevocable Offer of Dedication (this "**IOD**") applies is described and shown on Exhibit "B" to this IOD (the "**Dedication Property**").

Owner hereby irrevocably offers for dedication to the City of Montebello, a public body, corporate and politic (the "**City**"), a right-of-way easement over, across, and through the surface only of the Dedication Property for the purposes of location, maintenance, repair, upkeep, inspection, replacement, and/or reconstruction of the San Gabriel Mission Monument marker presently located on the Dedication Property (the "**Monument**"), and for no other purpose or use whatsoever; provided that, the City shall also have the right of ingress and egress over, across, and through the surface only of the Dedication Property, as necessary, from time to time, to access the Monument to perform such purposes.

The offer of dedication set forth in this IOD will be deemed accepted by the City upon the City's recordation in the Official Records of Los Angeles County, California, of a Certificate of Acceptance duly completed and signed on behalf of the City substantially in the form and content of Exhibit "C" attached to this IOD (the "**Certificate of Acceptance**"). The City shall not access, perform any work on, or use for any other purpose whatsoever any portion of the Dedication Property unless and until the City has: (i) recorded the Certificate of Acceptance as provided above and thereby accepted the offer of dedication set forth in this IOD; and (ii) obtained from Owner written confirmation that the United States Fish and Wildlife Service has issued an update and revision to the United States Fish and Wildlife Service's 2009 Biological Opinion for the Dedication Property, which update and revision Owner shall exercise commercially-reasonable efforts to obtain; and (iii) obtained, subject to Owner's prior, written approval, all entitlements, permits, and approvals required by any federal, state, or local governmental authority for any future maintenance, repairs, upkeep, inspections, replacements,

reconstructions, and/or other work that the City intends to perform on the Dedication Property, such prior, written approvals by Owner not to be unreasonably withheld; provided that, that City shall in no event apply for any such permits, entitlements, or approvals until after the Certificate of Acceptance has been recorded by the City hereunder. The City shall be solely responsible for any issues or conflicts that arise from the City's prior access to and/or inspections, repairs, maintenance, replacements, reconstructions, and other work or activities on the Dedication Property to the extent that such issues are not resolved by the update and revision to the 2009 Biological Opinion.

The offer of dedication set forth in this IOD is expressly subject to the City's agreement that the City will, in connection with the City's access to and use of the Dedication Property pursuant to this IOD: (a) all times comply with all federal, state, and local laws applicable to the Real Property and/or to any activity conducted thereon; (b) at all times comply with any and all requirements and/or restrictions applicable to the Real Property and/or any activity conducted thereon, including but not limited to, those referenced in the Final Environmental Impact Report for the Montebello Hills Specific Plan and the Mitigation Monitoring and Reporting Program (Resolution No. 15-32), General Plan Amendment GPA3-07 (Resolution No. 15-33), Vesting Tentative Tract Map VTTM70420 (Resolution No. 15-34), Specific Plan SP1-07 and Zone Change ZC3-07 (Ordinance No. 2368) and Development Agreement for the Montebello Hills Specific Plan Project (Ordinance No. 2369); (c) at all times comply with the final, Owner-approved 2009 Biological Opinion for the Dedication Property issued by the United States Fish and Wildlife Service, as it may be further updated and revised by the United States Fish and Wildlife Service, and the conservation purposes of the Dedication Property, including, without limitation, the requirements of any federal or state governmental agency or entity pertaining to conservation habitat and/or threatened or endangered species in or on the Dedication Property; (d) at all times comply with any and all restrictions on access to and use of the Dedication Property that are related to the presence and breeding of coastal California gnatcatchers or other threatened or endangered species that may exist on the Dedication Property; and (e) prior to commencing any new or additional maintenance, repairs, upkeep, inspections, replacements, reconstructions, and/or other work on the Dedication Property, the City shall train all employees, contractors, subcontractors, materials suppliers, representatives, and agents who will have access to and/or be involved in performing such work on the Dedication Property to recognize and protect conservation habitat and threatened or endangered species.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

By accepting the offer of dedication set forth in this IOD and recording the Certificate of Acceptance, the City agrees to be bound by the terms set forth in this IOD including, without limitation, the covenants set forth in subparts (a) through (e) of the immediately-preceding paragraph.

Date: _____, 2018

SENTINEL PEAK RESOURCES CALIFORNIA
LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

Real property in the City of Montebello, County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE RANCHO LA MERCED, PARTLY WITHIN AND PARTLY WITHOUT THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGE 24 OF PATENTS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF LOT 72 OF TRACT NO 701, AS PER MAP RECORDED IN BOOK 16 PAGES 110 AND 111 OF MAPS, THENCE SOUTH 41 DEGREES 48' EAST 89.86 FEET, THENCE SOUTH 28 DEGREES 07' 15" EAST 787.35 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 230 FEET, THENCE ALONG SAID CURVE

217.22 FEET TO THE END OF SAME, THENCE SOUTH 7 DEGREES 46' WEST 150 FEET, THENCE NORTH 84 DEGREES 38' 10" WEST 1767.9 FEET, THENCE SOUTH 76 DEGREES 17' WEST 740 FEET, THENCE NORTH 10 DEGREES 43' EAST 1225 FEET, THENCE NORTH 74 DEGREES 55' 50" EAST 604.52 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF TRACT NO 701, THENCE SOUTH 73 DEGREES 31' EAST 1131.4 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A STRIP OF LAND 60 FEET WIDE CONVEYED TO THE COUNTY OF LOS ANGELES FOR PUBLIC ROAD AND HIGHWAY PURPOSES BY A DEED DATED APRIL 8, 1915 AND RECORDED IN BOOK 6123 PAGE 178 OF DEEDS, AND LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED, DISTANT NORTH 84 DEGREES 36' 15" WEST 585.20 FEET FROM THE SOUTHEAST CORNER OF SAID PROPERTY,

THENCE NORTH 38 DEGREES 24' 30" EAST 82.41 FEET, THENCE NORTH 19 DEGREES 28' 30" EAST 190.77 FEET, THENCE NORTH 21 DEGREES 26' 45" EAST 127.28 FEET, THENCE NORTH 41 DEGREES 03' 30" EAST 179.37 FEET TO THE SOUTHWESTERLY LINE OF SAN GABRIEL BOULEVARD AND BEARING SOUTH 28 DEGREES 05' EAST 431.89 FEET FROM AN ANGLE POINT IN THE WESTERLY LINE OF SAID BOULEVARD, AS CONVEYED TO THE UNITED STATES OF AMERICA IN A DECLARATION OF TAKING RECORDED NOVEMBER 4, 1955 AS INSTRUMENT NO. 3773 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AND ALL OTHER MINERAL AND OTHERWISE VALUABLE SUBSTANCES,

TOGETHER WITH SUCH OTHER PROPERTY AND SUCH POSSESSION, USE, DEVELOPMENT AND IMPROVEMENT OF THE SURFACE AND ALL SUBSURFACE DEPTHS THEREOF AS MAY BE NECESSARY OR CONVENIENT TO OPERATIONS, AS RESERVED IN THE QUITCLAIM DEED FROM PLAINS EXPLORATION & PRODUCTION COMPANY, A DELAWARE CORPORATION, AS SUCCESSOR BY CORPORATE REORGANIZATION AND NAME CHANGE TO STOCKER RESOURCES, L.P., A CALIFORNIA LIMITED PARTNERSHIP RECORDED MARCH 31, 2006 AS INSTRUMENT NO. 06-0687438 OF OFFICIAL RECORDS.

EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION OF DEDICATION PROPERTY

BEING A PORTION OF RANCHO LA MERCED, IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER BOOK 16, PAGE 24
OF PATENTS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHWESTERLY
RIGHT-OF-WAY LINE OF OLD SAN GABRIEL BOULEVARD, HAVING A HALF WIDTH OF
30.00 FEET AND THE NORTHWESTERLY RIGHT-OF WAY LINE OF LINCOLN AVENUE,
HAVING A HALF WIDTH OF 30.00 FEET, SHOWN ON A MAP FILED IN BOOK 218 OF
RECORD OF SURVEYS, PAGES 93 THROUGH 96, INCLUSIVE, RECORDS OF SAID
COUNTY, SAID POINT BEING AT THE SOUTHEASTERLY TERMINUS OF THE LINE SHOWN
ON SAID RECORD OF SURVEY AS HAVING A BEARING OF SOUTH 28°13'43" EAST
AND A LENGTH OF 432.02 FEET;

THENCE SOUTH 40°54'02" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY OF
LINCOLN AVENUE 116.02 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 25°29'12" EAST 57.98 FEET TO THE
BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 115.00
FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°07'58"
AN ARC LENGTH OF 56.47 FEET TO THE BEGINNING OF A COMPOUND CURVE,
CONCAVE WESTERLY AND HAVING A RADIUS OF 250.00 FEET. A RADIAL LINE BEARS
NORTH 87°21'14" EAST TO SAID POINT;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°22'30"
AN ARC LENGTH OF 71.45 FEET;

THENCE NORTH 19°01'17" WEST 28.48 FEET TO A POINT ON SAID SOUTHWESTERLY
RIGHT-OF-WAY LINE OF OLD SAN GABRIEL BOULEVARD;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 28°13'43" EAST 133.07 FEET TO THE
POINT OF BEGINNING;

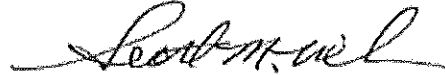
SAID DESCRIPTION CONTAINS 0.079 ACRES MORE OR LESS;

NOTE: BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE MAP FILED IN
BOOK 218 OF RECORD OF SURVEYS, PAGES 93 THROUGH 96, INCLUSIVE, RECORDS
OF SAID COUNTY;

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS
AND RIGHTS-OF-WAY OF RECORD IF ANY.

ALSO AS SHOWN AND DEPICTED ON EXHIBIT "B", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

PREPARED BY OR, UNDER THE
DIRECTION OF:



SCOTT M. WILSON P.L.S. 7434
MY LICENSE EXPIRES 12/31/2019



EXHIBIT "B"

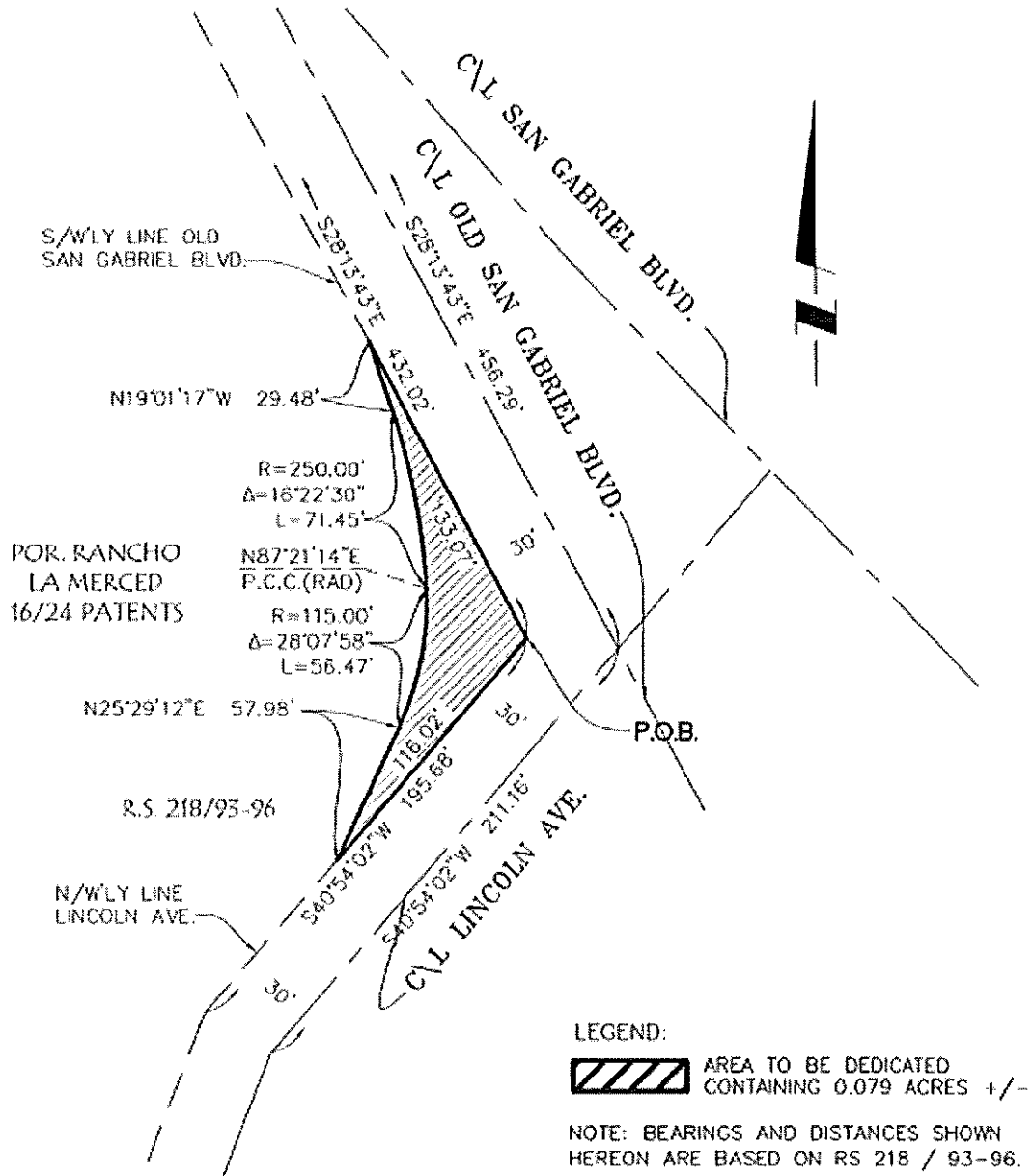


EXHIBIT "B"

PREPARED AT THE REQUEST OF INFRASTRUCTURES ENGINEERS

THIS PLAT IS SOLEY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY: *Scott M. Wilson*
 DATE: *12-4-18*

PREPARED BY:
 WILSON MIKAMI CORP.
 SCALE: 1" = 60'
 DATE: 12-04-18
 SHEET: 1 OF 1

EXHIBIT "C"

FORM OF CITY OF MONTEBELLO CERTIFICATE OF ACCEPTANCE

This is to certify that the **City of Montebello, a public body, corporate and politic** acting through the Montebello City Council, hereby accepts for public purposes the real property, or interest therein, conveyed by Irrevocable Offer of Dedication executed by _____ on behalf of **Sentinel Peak Resources California LLC, a Delaware limited liability company** dated _____, 20__ and consents to the recordation thereof, as authorized by the Montebello City Council on _____, 20__.

Dated: _____

City of Montebello, a public body, corporate and politic

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CITY COUNCIL FINDING THAT THE PROPOSED IRREVOCABLE OFFER OF DEDICATION CONFORMS TO THE CITY'S GENERAL PLAN, APPROVING AS TO FORM OF THE IRREVOCABLE OFFER OF DEDICATION OF FOR 0.079 ACRES OF THE SAN GABRIEL MISSION MONUMENT SITE FOR ONGOING MAINTENANCE, AUTHORIZING AND DIRECTING STAFF TO EXECUTE AND RECORD THE CERTIFICATE OF ACCEPTANCE, AUTHORIZING AND DIRECTING STAFF TO COMMENCE THE MAINTENANCE, MAKING FINDINGS THAT SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW IS NOT REQUIRED, AND AUTHORIZING AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION.

WHEREAS, the Los Angeles County Regional Park and Open Space District awarded the City of Montebello a grant of \$150,000 for improvements along San Gabriel Boulevard and Lincoln Avenue (Grant #58G4-08-2177); and

WHEREAS, the Lincoln Fire of 2015 caused severe damage to the San Gabriel Mission Monument site—0.079 acres (3,441.24 square feet) of land at the Northwest corner of San Gabriel Boulevard and Lincoln Avenue (the "Property" or the "San Gabriel Mission Monument site"); and

WHEREAS, the City performed improvements and repairs to the San Gabriel Mission Monument site to rehabilitate the site after the fire, and the City is performing and will perform ongoing maintenance for the site; and

WHEREAS, the City intends to use the grant funds to pay for prior improvements and the initial 90-day maintenance for plant establishment; and

WHEREAS, the San Gabriel Mission Monument site is currently owned by Sentinel Peak Resources California LLC ("Sentinel"); and

WHEREAS, Sentinel has offered to dedicate the Property to the City; and

WHEREAS, California Government Code section 65402 requires that, prior to a City's acquisition for a street, square, park or other public purpose, the Planning Commission submit to the City Council a report on the acquisition's conformity to the General Plan; and

WHEREAS, on December 18, 2018, the City of Montebello Planning Commission reviewed the proposed irrevocable offer of dedication for maintenance to the San Gabriel Mission Monument site, and recommended to the City Council that the offer of dedication conforms to the City's General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), on June 10, 2015, the City Council adopted Resolution No. 15-32, which certified the Final Recirculated Environmental Impact Report for the Montebello Hills Specific Plan (State Clearing House No. 2008011122) (EIR), approved a mitigation monitoring and reporting program (MMRP), and adopted a statement of overriding considerations (SOC). The EIR fully analyzed

the environmental impacts of the Specific Plan on the existing environmental conditions of the property, including any and all improvements at the San Gabriel Mission Monument site; and

WHEREAS, the proposed offer dedication is fully covered by the EIR. The San Gabriel Mission Monument site was an existing condition at the time of the EIR; and

WHEREAS, further, in accordance with CEQA, and in the alternative, the proposed offer of dedication is exempt from environmental review as a class 1 existing facility under State CEQA Guidelines section 15301; and

WHEREAS, the proposed offer of dedication is for improvements and ongoing maintenance to the existing San Gabriel Mission Monument site after the site was damaged from the Lincoln Fire of 2015. The improvements and maintenance will in no way expand the monument site or use of the monument site; and

WHEREAS, on December 19, 2018, at a duly noticed public meeting, the City of Montebello considered this Resolution and all testimony (both oral and written) presented to it.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: RECITALS. City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2: ENVIRONMENTAL REVIEW. Based on all evidence in the administrative record, including all oral and written testimony presented, the City of Montebello City Council finds that preparation of a subsequent or supplemental EIR or any other CEQA document is not required under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, because the proposed offer of dedication:

1. Does not constitute a substantial change to the project that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Does not constitute a substantial change with respect to the circumstances under which the project is administered that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
3. Does not involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified that shows any of the following: (a) the offer of dedication will have one or more significant effects not discussed in the EIR; (b) significant effects previously examined will be substantially more severe than shown in the EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the City Council declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or

more significant effects on the environment, but which the City Council declined to adopt.

Further, and in the alternative, based on all evidence in the administrative record, including all oral and written testimony presented, the City of Montebello City Council finds that the proposed offer of dedication is exempt from environmental review under State CEQA Guidelines section 15301 (Class 1, Existing Facilities), because the proposed offer of dedication is for the repair, maintenance, permitting, or minor alteration of existing public facilities involving negligible or no expansion of use. None of the exceptions to the exemptions applies. (State CEQA Guidelines, § 15300.2.)

SECTION 3: GENERAL PLAN CONFORMITY. Based on all evidence in the administrative record, the City of Montebello City Council finds that there is substantial evidence supporting a finding that the proposed dedication is in conformance with the General Plan per California Government Code section 65402. This finding is based, in part, on the following aspects of the General Plan:

1. Land Use Element, Goal #1: To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.
2. Redevelopment Element, Policy #1: To undertake programs and actions which will reduce or eliminate the conditions of blight found to exist within any area of the City.
3. Redevelopment Element, Policy #2: To maintain standards of improvement which will avoid the creation of conditions of blight.

SECTION 4: IRREVOCABLE OFFER OF DEDICATION. Based on all evidence in the administrative record and in accordance with the provisions of Government Code Section 65402, the City Council hereby approves as to form the Irrevocable Offer of Dedication for Maintenance of the San Gabriel Mission Monument site from Sentinel Peak Resources California LLC, attached hereto as Exhibit A, and authorizes and directs the Acting City Manager to execute any documents reasonably necessary to effectuate the purpose of this Resolution, including to execute and record the Certificate of Acceptance for the Irrevocable Offer of Dedication.

SECTION 5: COMMENCING MAINTENANCE. Based on all evidence in the administrative record, the City of Montebello City Council hereby directs Staff to commence the maintenance for the San Gabriel Mission Monument Site contemplated by the Irrevocable Offer of Dedication.

SECTION 6: RECORDATION AND CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at City Hall, 1600 W. Beverley Blvd., Montebello CA 90640. The custodian of these records is the City Clerk. The City Council hereby authorizes Staff to record the approved Resolution and any documents necessary to effectuate this approval as to form of the dedication for public right of way improvements with the Los Angeles County Recorder.

SECTION 7: NOTICE OF DETERMINATION. Based on all evidence in the administrative record, the City Council hereby authorizes and directs Staff to prepare, execute,

and file a NOD with the Los Angeles County Recorder within five working days after the adoption of this resolution.

SECTION 8: CITY CLERK. The City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately upon approval.

ADOPTED AND APPROVED this 19th day of December, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jack Hadjinian, Mayor Pro Tem,
serving as Acting Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Alisha Winterswyk,
Special Counsel to the City

EXHIBIT A

IRREVOCABLE OFFER OF DEDICATION

[to be inserted]

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
BY: Laurie Aguilar, Administrative Analyst
SUBJECT: State Auditor Report
DATE: December 19, 2018

RECOMMENDATION

That the City Council receive and file the State Auditor's report for the City of Montebello.

BACKGROUND

On December 11, 2018, the California State Auditor issued its final audit report for the City of Montebello (Exhibit A), available on the State Auditor's website. The report will also be added to the City's website. The report discusses issues such as the City of Montebello's long term obligations, hotel operations, contracting practices, and staffing needs. In addition, it outlines recommendations to address each risk identified.

ANALYSIS

On November 15, 2018, the City issued a formal response to the draft audit report, which has been included within the final audit report. Preparation of the Corrective Action Plan is the next step in the audit process.

City staff is currently finalizing a Corrective Action Plan to submit to the State Auditor's office. The Corrective Action Plan will address the risk factors identified in the final audit report and include timing of actions to be taken. It is due 60 calendar days from December 11, 2018 and will serve as a guide moving forward.

According to the State Auditor's website, a local government that is designated as high risk, must provide written updates regarding its progress implementing its Corrective Action Plan every six months. Once the City has taken satisfactory corrective action, the designation will be removed.

SUMMARY

The City Council will receive and file the State Auditor's report for the City of Montebello.

ATTACHMENTS

Exhibit A – City of Montebello Final Audit Report

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
BY: Brad Keller, Chief of Police
SUBJECT: Budget Appropriation for Police Dispatch Center Consoles
DATE: December 12, 2018

RECOMMENDATION

It is recommended that the City Council approve the Resolution authorizing the appropriation of Drug Asset Forfeiture funds to finance the lease between the City and Motorola Solutions for Police Dispatch radio equipment.

The radios are used by police dispatchers and 911 operators to meet the radio communication needs of the City of Montebello. The lease agreement was executed on December 20, 2016 - City of Montebello Agreement No. 3234.

The Resolution would approve the transferring of funds from the Drug Asset Forfeiture account to the Police Department account.

BACKGROUND

The MCC7500 Consoles will be used for Public Safety Dispatching. The Montebello Police Department Dispatcher Center is the Public Safety answering point for the City of Montebello. The Police Dispatch Center will use the MCC7500 Consoles to dispatch over 40,000 calls per year maintaining public safety and interoperability with other public safety agencies.

The MCC7500 replaced the "Motorola Gold Elite Consoles" that were at the end of their operability and compatibility with other police and fire emergency dispatch centers. This inability to communicate would have halted inter-agency communications during emergency and mutual aid situations.

The radio consoles were leased utilizing the Motorola Financing Program which offered 0% interest and no payments until 2019 – at the time that the radio consoles were delivered and installed. The MCC7500 radio consoles have been in operation since 2017.

The original loan commenced in January of 2017 with the first payment due on January 1, 2019 and the second (and final) payment due on January 1, 2020.

ANALYSIS

- The use of Drug Asset Forfeiture funds to pay for leased / purchased radio equipment is listed as permissible use of equitable shared property in the Department of Justice (DOJ) guidelines.
- This use of Drug Asset Forfeiture funds will supplement and not supplant existing budget appropriations.
- Motorola Solutions is a sole source provider.

Utilization of the Drug Asset Forfeiture funds for Police Dispatch radio equipment is an appropriate and beneficial expenditure that will maintain the City's commitment to public safety.

FISCAL IMPACT

This lease payment was not included in the budget and thus requires appropriation of Drug Asset Forfeiture Funds in order to pay Motorola Solutions for fiscal year 2018-2019 in the amount of \$300,782.91.

The total cost of the project is \$601,565.82, with the final payment of \$300,782.91 due on January 1, 2020. The remaining payment will be included in the budget for fiscal year 2019-2020.

SUMMARY

- Use of Drug Asset Forfeiture funds requires approval by the Chief of Police and City Administrator (Manager) prior to submission to the City Council for final approval.
- The Drug Asset Forfeiture Account has a balance of approximately \$753,504.00.
- Staff recommends that the City Council approve appropriation of Drug Asset Forfeiture Funds in order to make a lease payment to Motorola Solutions for fiscal year 2018-2019 in the amount of \$ 300,782.91

ATTACHMENTS

1. Appropriation of Drug Asset Forfeiture Funds Resolution
2. Agreement No. 3234 – Motorola Solutions

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO AUTHORIZING THE APPROPRIATION OF
DRUG ASSET FORFEITURE FUNDS TO FINANCE THE
LEASE OF POLICE DISPATCH RADIO EQUIPMENT**

WHEREAS, the City of Montebello ("City") entered into a lease agreement with Motorola Solutions on December 20, 2016, Agreement No. 3234, providing radio consoles for the City of Montebello Police Department Dispatch Center, which included no payments until 2019;

WHEREAS, the first lease payment of \$300,792.81 is due January 1, 2019; and

WHEREAS, the use of Drug Asset Forfeiture Funds for the lease of police dispatch radio equipment is a permitted use according to the United States Department of Justice guidelines.

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

SECTION 1. The City Council finds that the above recitals are true and correct and incorporated herein as part of the findings.

SECTION 2. That the Director of Finance is hereby authorized to make the following appropriations:

FROM _____

Account Number
230-2920

Amount
\$300,782.91
(Asset Forfeiture Fund Reserve)

TO _____

Account Number
230-99-847-7035

Amount
\$300,782.91
(Lease Payment)

SECTION 3. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

[Signatures on the following page]

ADOPTED AND APPROVED this 12th day of December, 2018.

Jack Hadjinian, Mayor Pro Tem

ATTEST

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
AGREEMENT NO. 3234



November 30, 2016

City of Montebello
1600 W. Beverly Road
Montebello CA 90640

RE: Municipal Lease # 24083

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24083 are valid for contracts that are executed and returned to Motorola on or before **December 23, 2016**. After **12/23/16**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in black ink, appearing to read 'Bill Stancik', written over a horizontal line.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Montebello
1600 W. Beverly Blvd. Montebello, CA 90601
E-mail Address: WQuan@cityofmontebello.com
Attention: William Quan
Phone: (323) 887-1429
2. Lessee County Location: Los Angeles
3. Federal Tax I.D. Number 95-6000744
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: 2017-00002000
5. Equipment description that you would like to appear on your invoicing: Police Dispatch Console
- Appropriate Contact for Documentation / System Acceptance Follow-up:
6. Appropriate Contact & Mailing Address William Quan
1600 W. Beverly Blvd.
Montebello, CA 90640
Phone: (323) 887-1429
Fax: (323) 887-1443
7. Payment remit to address: Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132
- Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24083

LESSEE:

City of Montebello
1600 W. Beverly Road
Montebello CA 90640

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER.

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents, or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. **EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 20 day of December 2016.

LESSEE:

City of Montebello

By: Francisco Sanchez-Schier

Title: City Manager

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Title: Authorized Signatory

CERTIFICATE OF INCUMBENCY

I, Lillian Guzman do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Montebello, an entity duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24083, between City of Montebello and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Montebello, hereto this 20th day of Dec. 2016.

By: Lillian Guzman

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24083 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Anthony A. Schier

Attorney for City of Montebello



**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24083
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24083** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: January 1, 2017

First Payment Due Date: January 1, 2019

2 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Montebello (Schedule B)

Compound Period: Annual
Nominal Annual Rate: 0.000% (first two years)
Nominal Annual Rate: 3.490% (remaining term)

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/1/2017	\$ 591,422.50	1		
2 Payment	1/1/2019	\$ 300,782.91	2	Annual	1/1/2020

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 1/1/2017				\$591,422.50
1 1/1/2019	\$300,782.91	\$ -	\$300,782.91	\$290,639.59
2 1/1/2020	\$300,782.91	\$ 10,143.32	\$290,639.59	\$ =
Grand Totals	\$601,565.82	\$ 10,143.32	\$591,422.50	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$552,205.93 that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.49%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$591,422.50

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24083 to that Equipment Lease Purchase Agreement number 24083 will be maintained by the City of Montebello as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24083 , City of Montebello , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24083 to that Equipment Lease Purchase Agreement number 24083. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24083 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

Please see attached.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Montebello**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Please see attached

December 21, 2016

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for a Schedule Numbers **24083 & 24088** to those certain Equipment Lease Purchase Agreement Numbers **24083 & 24086** dated the 21st day of December 2016, by and between **CITY OF MONTEBELLO** as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment..
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: City of Montebello

By: Maurice Salas

Title: City Manager



Questions for Montebello Police Finance form

1. The MCC7500 Consoles will be used for Public safety Dispatching.
2. The Montebello Police Department Dispatch Center is the Public Safety answering point for the City of Montebello. The Police Dispatch Center will use the MCC7500 Consoles to dispatch over 40,000 calls per year maintaining public safety and interoperability with other public safety agencies.
3. Yes the MCC7500's are replacing Motorola Gold Elite Consoles that are at end of life.
4. Yes, Motorola Financing Program with 0% Interest and No Payments until 2019
5. City of Montebello General Fund

Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on *December 14*, 2016, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Montebello (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Montebello		2 Issuer's employer identification number (EIN) 95-6000740
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 1600 W. Beverly Road Blvd.	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Montebello CA 90640		7 Date of Issue 1/1/2017
8 Name of Issue Equipment Lease-Purchase Agreement 24083		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	552,205.93
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a ☐		
If obligations are BANs, check only box 19b ☐		
20 If obligations are in the form of a lease or installment sale, check box ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/2020	\$ 552,205.93	\$ 552,205.93	3 years	3.49 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	552,205.93
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

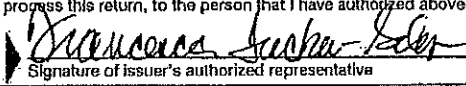
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative		12/20/16 Date	Francesca Tucker-Schuyler City Manager Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no. ▶			

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24083

Lease Schedule A No. : 24083

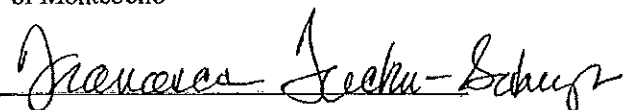
EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24083. See Schedule A for a detailed Equipment List.

LESSEE:

City of Montebello

By:



Date:

12/20/16



Bill To
Accounts Payable
1600 W. Beverly Blvd.
Montebello, CA 90640

Ship To
Finance
1600 W. Beverly Blvd.
Montebello, CA 90640

Change Purchase Order
No. 2017-00002000

12/21/16

Vendor 23460 MOTOROLA SOLUTIONS, INC.

Contact
MOTOROLA SOLUTIONS, INC.
13108 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Deliver by
Ship Via
Freight Terms
Originator Pedram Darabian
Resolution Number AGREEMENT #: 3234
Payment Terms

Status	Quantity	Received U/M	Description	Unit Cost	Total Cost	Expensed
Open	1.0000	EA	Miscellaneous	\$0.0000	\$0.00	
<i>Item Description</i> POLICE DISPATCH CONSOLES - 1/1/17 (FY 16-17) YEAR 1						
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>	
100-80-820-7035 (Lease Payment)					100.00%	
Open	1.0000	EA	Miscellaneous	\$0.0000	\$0.00	
<i>Item Description</i> POLICE DISPATCH CONSOLES - 1/1/18 (FY 17-18) YEAR 2						
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>	
100-80-820-7035 (Lease Payment)					100.00%	
Open	1.0000	EA	Miscellaneous	\$300,782.910 0	\$300,782.91	
<i>Item Description</i> POLICE DISPATCH CONSOLES - 1/1/19 (FY 18-19) YEAR 3						
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>	
100-1300 (Prepaid Expenses)					100.00%	
Open	1.0000	EA	Miscellaneous	\$300,782.910 0	\$300,782.91	
<i>Item Description</i> POLICE DISPATCH CONSOLES - 1/1/20 (FY 19-20) YEAR 4						
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>	
100-1300 (Prepaid Expenses)					100.00%	

Special Instructions

*** SOLE SOURCE ***
AGREEMENT #: 3234

**Bill To**

Accounts Payable
1600 W. Beverly Blvd.
Montebello, CA 90640

Ship To

Finance
1600 W. Beverly Blvd.
Montebello, CA 90640

Change Purchase Order

No. 2017-00002000

12/21/16

Vendor 23460 MOTOROLA SOLUTIONS, INC.

Contact

MOTOROLA SOLUTIONS, INC.
13108 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

Deliver by**Ship Via****Freight Terms****Originator**

Pedram Darabian

Resolution Number AGREEMENT #: 3234**Payment Terms**

Status	Quantity	Received U/M	Description	Unit Cost	Total Cost	Expensed
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Subtotal \$601,565.82

Sales Tax \$0.00

Total Due \$601,565.82

Change Reason

COMMENT

Special Instructions

*** SOLE SOURCE ***
AGREEMENT #: 3234



**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: David Sosnowski, Director of Recreation & Community Services
SUBJECT: Award a Purchase Order Contract for Janitorial Supplies
DATE: December 19, 2018

RECOMMENDATION

That the City Council award a purchase order to Clean Sweep Supply in an amount not to exceed \$40,000 for janitorial supplies and approve P&R Paper Supply as a secondary and supplemental supplier for the City-wide purchase of cleaning and janitorial supplies for the remainder of the current Fiscal Year (FY 2018-19) and authorize the Finance Administrator to approve the corresponding purchase orders.

BACKGROUND

Each Department in the City purchases their own cleaning and janitorial supplies to maintain and upkeep City facilities. A comprehensive list of the thirty-four (34) most commonly purchased items along with estimated annual quantities across all Departments was compiled into a Request for Quotes and advertised in an effort to obtain better pricing for all Departments' janitorial and cleaning supply needs.

On August 23, 2018, the City issued and posted on Planet Bids and the City Website its Request for Quotation No. 19-12 – Janitorial Supplies ("RFQ 19-12"). In total, twenty-three (23) vendors registered to view the bid and the City received quotations from eight (8) companies.

ANALYSIS

Factoring in the estimated annual quantities across all Departments, the following represents the pricing received in response to RFQ 19-12:

<u>VENDOR</u>	<u>Total Estimated Price</u>
Clean Sweep Supply	\$41,242.00
P&R Paper Supply	\$42,473.40
Waxie Sanitary Supply	\$43,422.00
Signal Hill dba	\$50,740.68
Gale Supply Co.	\$49,108.39

Abbott Industrial Supply*	\$23,256.13
Interboro Packaging Corp**	\$9,833.76
Maintex**	\$8,398.76

*Abbott Industrial Supply did not supply bids for the two most commonly purchased items – Toilet Paper and Paper Towels.

**Interboro Packaging Corp. and Maintex only supplied bids for a handful of items.

Upon review of the pricing, item availability and estimated delivery times, Clean Sweep Supply is the apparent low responsive bidder. This vendor was not able to provide pricing on two items specific to the Fire Department's needs. Due to this, staff recommends that P&R Paper Supply, the next lowest bidder, be authorized as the secondary supplier to purchase items that may not be available from Clean Sweep Supply.

FISCAL IMPACT

Approval of a City-wide Purchase Order with Clean Sweep Supply in an amount not to exceed \$40,000 will allow for Departments to purchase needed items from their respective Janitorial Supply accounts in accordance with their current approved budgets. No additional funds are being proposed to be spent above what has already been approved in the adopted Fiscal Year 2018-19 Budget.

SUMMARY

The City Council will consider awarding a purchase order to Clean Sweep Supply in an amount not to exceed \$40,000 for a majority of supplies and approve P&R Paper Supply as a secondary and supplemental supplier for the City-wide purchase of cleaning and janitorial supplies for the remainder of the current Fiscal Year (FY 2018-19) and authorize the Finance Administrator to approve the corresponding purchase orders.

ATTACHMENTS

Request for Quotation No. 19-12
List of Potential Vendors
Summary of Bids
Quotes Received

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-12
Bid Issue Date: Thursday, 8/23/2018
CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

**CITY OF MONTEBELLO
RECREATION & COMMUNITY SERVICES DEPARTMENT**

REQUEST FOR QUOTATION

THE CITY OF MONTEBELLO, herein called Owner, invites sealed quotations from qualified companies to provide paper products and cleaning supplies for use throughout the City's various departments, facilities and parks.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Recreation & Community Services Department.

BIDDER'S CONFERENCE – n/a

QUESTIONS – *All questions regarding this RFQ shall be directed in writing no later than Tuesday, 9/11/2018 @4:00 p.m., to Recreation & Community Services Department: Attn: David Sosnowski, dsosnowski@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.*

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ

☒ INSTRUCTIONS TO BIDDERS	☒ BIDDER'S PROPOSAL FORM	☐ BID BOND FORM
☐ PAYMENT BOND FORM	☐ PERFORMANCE BOND FORM	☐ AGREEMENT FORM
☒ APPENDIX A	☐ GENERAL CONDITIONS/PUBLIC WORKS 116-222	☒ INSURANCE REQUIREMENTS

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-12
Bid Issue Date: Thursday, 8/23/2018
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INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one bid, photocopy our documents.

PRICING/TERMS/TAX – All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 180 days after the closing date. If prices need to be adjusted due to supply/wholesale cost increases, the selected vendor must inform the City and provide proof of cost increase.

SPECIFICATION/CHANGES – Whenever possible, the City of Montebello is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the City reserves the right to reject those alternatives as non-responsive. The City has listed several items that are specific to a certain brand or item number. The City reserves the right to reject any alternatively bid products as non-responsive.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible supplier.

- A. Lowest overall purchase price
- B. Adherence to specifications as detailed in this RFQ
- C. Delivery Time, after-receipt-of-order (ARO)

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

RETURN OF BID/CLOSING DATE/RETURN TO/FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit their bids electronically. All proposals must be Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. There is no fee to register to bid for this or any City of Montebello RFQ/RFP.

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Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-12
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CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

DELIVERY TERMS – All product shall be quoted F.O.B. destination prepay and add freight. Vendor shall provide all information in the area provided below. The City reserves the right to designate the carrier(s). Ship to address: **Montebello, California, 90640**

DELIVERY OF PROPOSALS - Four signed copies of each proposal shall be:

- A. Address/Deliver proposals to:
ATTN: City Clerk
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
323-887-1200 x367
- B. Proposals must be received in the City Clerk's Office, no later than the date and time specified on the cover page and Schedule of Events. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposals shall be labeled as follows: **City of Montebello Janitorial Supplies : RFQ Q-19-12**

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be made available to each bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided. All bidders must acknowledge any addenda through the PlanetBids site.

ADDITIONAL INFORMATION – The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the Owner where no architect has been employed by the Owner.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work (as required). The Contractor shall pay for and obtain a City Business License as required. The City will waive City Permit Fees.

PROPOSER'S COST – Costs for developing proposals including travel, mileage, fuel, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Montebello.

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Request for Quotation: Q-19-12
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CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

BID SHEET INSTRUCTIONS:

- A. A single bid sheet has been provided. Please make additional copies as required. One (1) bid sheet should be completed.
- B. Bidder shall complete each section of the "Bidders Comments" in the attached specifications including specific size and model of all components when not exactly as specified. **Please state "As specified" if the item is exactly as set forth in the Left Hand Column.**

"FAILURE TO COMPLETE THE RIGHT HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL NOT BE ACCEPTABLE BY THE CITY."

- C. Each "Bid Sheet" must be signed and the company name, representative, date and delivery schedule must be included.
- D. Bidder must complete Pages 5 through Page 9 and submit with their proposal.
- E. If Bidder is awarded contract for Janitorial Supplies RFQ, the Bidder will be required to provide \$2 million dollar liability insurance naming the City of Montebello as additionally insured in order to provide the City with it's services (this is due to delivery requirements, unloading and drop off of materials or supplies).

CITY OF MONTEBELLO
 1600 West Beverly Blvd.
 Montebello, CA 90640
 (323) 887-1200



Request for Quotation: Q-19-12
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APPENDIX "A"
BIDDERS PROPOSAL
City of Montebello –Janitorial Supplies RFQ
FOR THE CITY OF MONTEBELLO, CA

It is the intent of these specifications to describe the needed janitorial supplies needed throughout various City Departments.

NOTICE: Quoted prices should be based on bulk purchases. Annually, the City of Montebello can spend up to \$40,000 in janitorial supplies and paper products. Bidder shall complete right-hand column indicating specific brand/size/item number of the items being bid. Bidder must provide a total estimated cost based off the annual quantity listed under the item specifications. NOTE: The annual quantities are estimates only and the City may order more or less than the indicated numbers provided. Additionally, the estimated numbers are for a cumulative year the City would not be purchasing these quantities at one time. The extended price is referring to the price based off of the Annual Quantity Estimated below each item specification. Quantities listed are estimates based off of typical annual usage. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS ON ALL LINES WILL INVALIDATE BID.**

City of Montebello –Janitorial Supplies RFQ	
SPECIFIC ITEMS BEING BID	ITEM SPECIFICATIONS AND PRICE
22x14x58 Trash Liners: 1.5 Mil Quantity: Cases of 100 Bags Annual Quantity: 250 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____
TORK 290089 Paper Towel Rolls 6" x 700' Annual Quantity: 150 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____
Tork TM6120S 2-Ply Bath Tissue Quantity: 96 per case Annual Quantity: 350 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____
15x9x32 Trash Liners : 0.8 Mil Quantity: Cases of 500 Annual Quantity: 50 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____
79831 Air Freshener Refills Quantity : 6 per case Annual Quantity: 30 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200


Request for Quotation: Q-19-12
Bid Issue Date: Thursday, 8/23/2018
CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Gojo Hair and Body Soap (Orange) 2000 ml Bottles/ Item # 5263 Sold in cases of 2 Annual Quantity: 30 Cases or 60 Bottles Per Year	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Lysol Toilet Bowl Cleaner in 32oz. Bottles/Item #74278 Sold in 12 Bottle Cases Annual Quantity: 10 Cases or 120 Bottles Per Year	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Clorox Disinfecting Spray in 32oz Cans/Item # 38504 Sold in 12 Can Cases Annual Quantity: 20 Cases or 240 Bottles Per Year	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
HAS-2070 Hasa House Hold Liquid Bleach – Gal. – 4 Gallons/Case Annual Quantity: 15 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
CHM- 80201 Chemcor Workforce Heavy Duty Butyl Cleaner/Degreaser- Gal. – 4 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Finish Dishwasher Cleaner 6/ 8.45 oz. Annual Quantity- 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
SJN- 695155 Windex w/trigger 12/32oz Bottles Per Case Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Comet Powder Deodorizing Cleanser 3-10-21 oz.	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
ACS-SC300 Polyurethane Green Backed Scrubber Sponge 8 boxes per case/ 5 sponges per box Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
BGD- 687 Big D Urinal Screen w/Non-Para Block-1500 Flush, Cinnamon Scent 12 per case Annual Quantity: 40 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
CLO-01100 Tilex Mildew Remover Spray 12 – 16oz. bottles/case Annual Quantity: 5 cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
CLO-38504 Clorox Disinfecting Spray – 19oz. can Annual Quantity: 50 Cans	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____

CITY OF MONTEBELLO

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Request for Quotation: Q-19-12Bid Issue Date: Thursday, 8/23/2018CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
GOJ-5263-02 Green Cert Foam.Hair Body 2000ML 2/CS Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
GOJ-5162-03 GOJO Luxury Foam Antibacterial Handwash 1250 ml FMX-12, 3/CS Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
GOJ-8561-02 GOJO Luxury Foam Handwash-1500 ml CX Refill 1500 ml CX Refill, 2/cs Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
White Trifold Towels Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
17 x 17 Trash Can Liners 0.45mil Quantity: Cases of 1000	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
33 x 40 Trash Can Liners Annual Quantity: Cases of 1000	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
27 x 24 Trash Can Liners Annual Quantity: Cases of 1000	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Tork Hand Soap – 6 ea. 1 liter Annual Quantity: 240 Liter Refills	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Non Ammonia Wax Floor Stripper- 4 ea. 1 GL/CASE Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Mirage Floor Finish – 5 Gallons Pail Annual Quantity: 10 Pails	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Emulsion Bowl Cleaner – 12 ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Lysol H.D. Concentrated Bathroom Cleaner 4ea. 1 gl/case-1 To 32 Dilution - 10 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____

CITY OF MONTEBELLO

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SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Spearmint Disinfectant Cleaner – 4 Ea. 1 Gallon Annual Quantity: 100 Gallons	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Carpet Spotter- 12 Ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Nitrile Gloves Powder Free – Medium 100 per Box Annual Quantity: 20 Boxes	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Nitrile Gloves Powder Free – X Large 100 per Box Annual Quantity: 20 Boxes	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Genlabs Economy Bowl Cleaner – QL Qt- 12/cs Annual Quantity: 5 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
	Total Cost of Product/Service:
	Applicable Sales Tax Rate:
	Total Cost F.O.B. Dest.:
	Shipping/Freight Rate Per Order:
	Delivery _____ Calendar Days after order

For Total Cost of Product/Service : Add all Extended Prices and apply applicable tax rate for total.

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BIDDERS INFORMATION
City of Montebello –Janitorial Supplies RFQ

FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: _____

Street Address: _____

Mailing Address: _____

City: _____ Zip Code: _____

Remit to Address: _____

City: _____ Zip Code: _____

Phone #: _____

Fax#: _____

Name: _____

Title: _____

Email: _____

Signature/Date: _____

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It is the intent of these specifications to describe the needed janitorial supplies needed throughout various City Departments.

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City of Montebello –Janitorial Supplies RFQ	
SPECIFIC ITEMS BEING BID	ITEM SPECIFICATIONS AND PRICE
22x14x58 Trash Liners: 1.5 Mil Quantity: Cases of 100 Bags Annual Quantity: 250 Cases Per Year	Manufacturer: <u>WARDLEY</u> Item Number: <u>LD365815K-100</u> Price Per Case: \$ <u>20.45</u> Extended Price: \$ <u>5112.50</u>
TORK 290089 Paper Towel Rolls 6" x 700' Annual Quantity: 150 Cases Per Year	Manufacturer: _____ Item Number: <u>N/A</u> Price Per Case: \$ _____ Extended Price: \$ _____
Tork TM6120S 2-Ply Bath Tissue Quantity: 96 per case Annual Quantity: 350 Cases Per Year	Manufacturer: _____ Item Number: <u>N/A</u> Price Per Case: \$ _____ Extended Price: \$ _____
15x9x32 Trash Liners : 0.8 Mil Quantity: Cases of 500 Annual Quantity: 50 Cases Per Year	Manufacturer: <u>WARDLEY</u> Item Number: <u>LD243207K-500</u> Price Per Case: \$ <u>23.35</u> Extended Price: \$ <u>1167.50</u>
79831 Air Freshener Refills Quantity : 6 per case Annual Quantity: 30 Cases Per Year	Manufacturer: <u>LYSOL</u> Item Number: <u>79831</u> Price Per Case: \$ <u>4.867/29.20</u> Extended Price: \$ <u>876.00</u>

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Gojo Hair and Body Soap (Orange) 2000 ml Bottles/ Item # 5263 Sold in cases of 2 Annual Quantity: 30 Cases or 60 Bottles Per Year	Manufacturer: <u>GOJO</u> Item Number: <u>GOJ-5263</u> Price Per Bottle/Case: \$ <u>22.30</u> / <u>44.60</u> Extended Price: \$ <u>1338.00</u>
Lysol Toilet Bowl Cleaner in 32oz. Bottles/Item #74278 Sold in 12 Bottle Cases Annual Quantity: 10 Cases or 120 Bottles Per Year	Manufacturer: <u>LYSOL</u> Item Number: <u>74278</u> Price Per Bottle/Case: \$ <u>2.625</u> / <u>31.50</u> Extended Price: \$ <u>315.00</u>
Clorox Disinfecting Spray in 32oz Cans/Item # 38504 Sold in 12 Can Cases Annual Quantity: 20 Cases or 240 Bottles Per Year	Manufacturer: <u>CLOROX</u> Item Number: <u>38504</u> Price Per Bottle/Case: \$ <u>4.130</u> / <u>49.55</u> Extended Price: \$ <u>991.00</u>
HAS-2070 Hasa House Hold Liquid Bleach – Gal. – 4 Gallons/Case Annual Quantity: 15 Cases	Manufacturer: <u>HASA</u> Item Number: <u>2070</u> Price Per Bottle/Case: \$ <u>1.75</u> / <u>7.00</u> Extended Price: \$ <u>105.00</u>
CHM- 80201 Chemcor Workforce Heavy Duty Butyl Cleaner/Degreaser- Gal. – 4 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: <u>GEN LABS</u> Item Number: <u>1061</u> Price Per Bottle/Case: \$ <u>4.10</u> / <u>16.40</u> Extended Price: \$ <u>164.00</u>
Finish Dishwasher Cleaner 6/ 8.45 oz. Annual Quantity- 10 Cases	Manufacturer: <u>RECKITT BENCKISER</u> Item Number: <u>RAC 95315</u> Price Per Bottle/Case: \$ <u>4.90</u> / <u>29.40</u> Extended Price: \$ <u>294.00</u>
SJN- 695155 Windex w/trigger 12/32oz Bottles Per Case Annual Quantity: 20 Cases	Manufacturer: <u>SC JOHNSON</u> Item Number: <u>707658</u> Price Per Bottle/Case: \$ <u>3.246</u> / <u>38.95</u> Extended Price: \$ <u>779.00</u>
Comet Powder Deodorizing Cleanser 3-10-21 oz.	Manufacturer: <u>PROCTOR GAMBLE</u> Item Number: <u>32987</u> Price Per Bottle/Case: \$ <u>1.386</u> / <u>33.25</u> Extended Price: \$
ACS-SC300 Polyurethane Green Backed Scrubber Sponge 8 boxes per case/ 5 sponges per box Annual Quantity: 10 Cases	Manufacturer: <u>ACS</u> Item Number: <u>SC 200</u> Price Per Bottle/Case: \$ <u>2.838</u> / <u>22.70</u> Extended Price: \$ <u>227.00</u>
BGD- 687 Big D Urinal Screen w/Non-Para Block-1500 Flush, Cinnamon Scent 12 per case Annual Quantity: 40 Cases	Manufacturer: <u>BIG D</u> Item Number: <u>687</u> Price Per Bottle/Case: \$ <u>1.175</u> / <u>14.10</u> Extended Price: \$ <u>564.00</u>
CLO-01100 Tilex Mildew Remover Spray 12 – 16oz. bottles/case Annual Quantity: 5 cases	Manufacturer: <u>CLOROX</u> Item Number: <u>01100</u> Price Per Bottle/Case: \$ <u>2.384</u> / <u>28.60</u> Extended Price: \$ <u>143.00</u>
CLO-38504 Clorox Disinfecting Spray – 19oz. can Annual Quantity: 50 Cans	Manufacturer: <u>CLOROX</u> Item Number: <u>38504</u> Price Per Bottle/Case: \$ <u>4.130</u> / <u>49.55</u> Extended Price: \$ <u>2477.50</u>

CITY OF MONTEBELLO
 1600 West Beverly Blvd.
 Montebello, CA 90640
 (323) 887-1200



Request for Quotation: Q-19-12
Bid Issue Date: Thursday, 8/23/2018
CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
GOJ-5263-02 Green Cert Foam.Hair Body 2000ML 2/CS Annual Quantity: 20 Cases	Manufacturer: <u>GOJO</u> Item Number: <u>GOJ-5263-02</u> Price Per Bottle/Case: \$ <u>25.48/50.95</u> Extended Price: \$ <u>1019.00</u>
GOJ-5162-03 GOJO Luxury Foam Antibacterial Handwash 1250 ml FMX-12, 3/CS Annual Quantity: 20 Cases	Manufacturer: <u>GOJO</u> Item Number: <u>GOJ-5162-03</u> Price Per Bottle/Case: \$ <u>15.42/46.25</u> Extended Price: \$ <u>925.00</u>
GOJ-8561-02 GOJO Luxury Foam Handwash-1500 ml CX Refill 1500 ml CX Refill, 2/cs Annual Quantity: 20 Cases	Manufacturer: <u>GOJO</u> Item Number: <u>GOJ-8561-02</u> Price Per Bottle/Case: \$ <u>18.43/36.85</u> Extended Price: \$ <u>737.00</u>
White Trifold Towels Annual Quantity: 20 Cases	Manufacturer: <u>TEH TUNG</u> Item Number: <u>MF40001V</u> Price Per Bottle/Case: \$ <u>1.029/16.45</u> Extended Price: \$ <u>329.00</u>
17 x 17 Trash Can Liners 0.45mil Quantity: Cases of 1000	Manufacturer: <u>UNITED POLYMERS</u> Item Number: <u>HD1718-06N</u> Price Per Bottle/Case: \$ <u>11.25</u> Extended Price: \$ <u>225.00</u>
33 x 40 Trash Can Liners Annual Quantity: Cases of 1000	Manufacturer: <u>WARDLEY</u> Item Number: <u>LD333913K-250</u> Price Per Bottle/Case: \$ <u>27.35</u> Extended Price: \$ <u>547.00</u>
27 x 24 Trash Can Liners Annual Quantity: Cases of 1000	Manufacturer: <u>WARDLEY</u> Item Number: <u>LD424715K-100</u> Price Per Bottle/Case: \$ <u>18.65</u> Extended Price: \$ <u>373.00</u>
Tork Hand Soap - 6 ea. 1 liter Annual Quantity: 240 Liter Refills	Manufacturer: _____ Item Number: <u>N/A</u> Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Non Ammonia Wax Floor Stripper- 4 ea. 1 GL/CASE Annual Quantity: 10 Cases	Manufacturer: <u>GEN LABS</u> Item Number: <u>5555</u> Price Per Bottle/Case: \$ <u>5.45/21.80</u> Extended Price: \$ <u>218.00</u>
Mirage Floor Finish - 5 Gallons Pail Annual Quantity: 10 Pails	Manufacturer: <u>GEN LABS</u> Item Number: <u>9992</u> Price Per Bottle/Case: \$ <u>46.85 pail</u> Extended Price: \$ <u>468.50</u>
Emulsion Bowl Cleaner - 12 ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: <u>GEN LABS</u> Item Number: <u>2071</u> Price Per Bottle/Case: \$ <u>1.90/22.80</u> Extended Price: \$ <u>228.00</u>
Lysol H.D. Concentrated Bathroom Cleaner 4ea. 1 gl/case-1 To 32 Dilution - 10 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: <u>RIKETT</u> Item Number: <u>94201</u> Price Per Bottle/Case: \$ <u>14.35/57.40</u> Extended Price: \$ <u>574.00</u>

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CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Spearmint Disinfectant Cleaner – 4 Ea. 1 Gallon Annual Quantity: 100 Gallons	Manufacturer: <u>GEN LABS</u> Item Number: <u>1110</u> Price Per Bottle/Case: \$ <u>5.90/23.60</u> Extended Price: \$ <u>590.00</u>
Carpet Spotter- 12 Ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: <u>GEN LABS</u> Item Number: <u>8055</u> Price Per Bottle/Case: \$ <u>1.85/22.20</u> Extended Price: \$ <u>222.00</u>
Nitrile Gloves Powder Free – Medium 100 per Box Annual Quantity: 20 Boxes	Manufacturer: <u>KARAT</u> Item Number: <u>FP-GN1027</u> Price Per Bottle/Case: \$ <u>3.370/Bx/3370/cs</u> Extended Price: \$ <u>66.74</u>
Nitrile Gloves Powder Free – X Large 100 per Box Annual Quantity: 20 Boxes	Manufacturer: <u>KARAT</u> Item Number: <u>FP-GN1027</u> Price Per Bottle/Case: \$ <u>3.370/Bx/3370/cs</u> Extended Price: \$ <u>66.74</u>
Genlabs Economy Bowl Cleaner – QL Qt- 12/cs Annual Quantity: 5 Cases	Manufacturer: <u>GEN LABS</u> Item Number: <u>2079</u> Price Per Bottle/Case: \$ <u>1.60/19.20</u> Extended Price: \$ <u>96.00</u>
	Total Cost of Product/Service: <u>21238.48</u>
	Applicable Sales Tax Rate: 9.5% <u>2017.65</u>
	Total Cost F.O.B. Dest.: <u>0</u>
	Shipping/Freight Rate Per Order: <u>0</u>
	Delivery <u>5-7</u> Calendar Days after order
	<u>23256.13</u>

For Total Cost of Product/Service : Add all Extended Prices and apply applicable tax rate for total.

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BIDDERS INFORMATION
City of Montebello --Janitorial Supplies RFQ

FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: ABBOT INDUSTRIAL SUPPLIES

Street Address: 11604 HART STREET

Mailing Address: 11604 HART STREET

City: NO. HOLLYWOOD Zip Code: 91605

Remit to Address: 11604 HART STREET

City: NO. HOLLYWOOD Zip Code: 91605

Phone #: 818-982-2707

Fax#: 818-982-1192

Name: MICHAEL VICKERY

Title: SALES MANAGER

Email: ABBOTINDUSTRIAL@SBCGLOBAL.NET

Signature/Date: Michael Vickery 9/7/18

CITY OF MONTEBELLO
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Request for Quotation: Q-19-12
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APPENDIX "A"
BIDDERS PROPOSAL
City of Montebello –Janitorial Supplies RFQ
FOR THE CITY OF MONTEBELLO, CA

It is the intent of these specifications to describe the needed janitorial supplies needed throughout various City Departments.

NOTICE: Quoted prices should be based on bulk purchases. Annually, the City of Montebello can spend up to \$40,000 in janitorial supplies and paper products. Bidder shall complete right-hand column indicating specific brand/size/item number of the items being bid. Bidder must provide a total estimated cost based off the annual quantity listed under the item specifications. NOTE: The annual quantities are estimates only and the City may order more or less than the indicated numbers provided. Additionally, the estimated numbers are for a cumulative year the City would not be purchasing these quantities at one time. The extended price is referring to the price based off of the Annual Quantity Estimated below each item specification. Quantities listed are estimates based off of typical annual usage. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS ON ALL LINES WILL INVALIDATE BID.**

City of Montebello –Janitorial Supplies RFQ	
SPECIFIC ITEMS BEING BID	ITEM SPECIFICATIONS AND PRICE
22x14x58 Trash Liners: 1.5 Mil Quantity: Cases of 100 Bags Annual Quantity: 250 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____
TORK 290089 Paper Towel Rolls 6" x 700' Annual Quantity: 150 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____
Tork TM6120S 2-Ply Bath Tissue Quantity: 96 per case Annual Quantity: 350 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____
<i>24x33 HIGH DENSITY</i> 15x9x32 Trash Liners : 0.8 Mil <i>6 MICRON</i> Quantity: Cases of 500 <i>1000</i> Annual Quantity: 25 <i>25 PER YEAR</i>	Manufacturer: <i>IMPORTED</i> Item Number: <i>7243306</i> Price Per Case: \$ <i>15.71</i> Extended Price: \$ <i>392.75</i>
79831 Air Freshener Refills Quantity : 6 per case Annual Quantity: 30 Cases Per Year	Manufacturer: _____ Item Number: _____ Price Per Case: \$ _____ Extended Price: \$ _____

RECOMMENDED SUBSTITUTIONS.

CITY OF MONTEBELLO
 1600 West Beverly Blvd.
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Request for Quotation: Q-19-12
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SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
GOJ-5263-02 Green Cert Foam.Hair Body 2000ML 2/CS Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
GOJ-5162-03 GOJO Luxury Foam Antibacterial Handwash 1250 ml FMX-12, 3/CS Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
GOJ-8561-02 GOJO Luxury Foam Handwash-1500 ml CX Refill 1500 ml CX Refill, 2/cs Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
White Trifold Towels Annual Quantity: 20 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
17 x 17 Trash Can Liners 0.35mm <i>COMMERCIAL</i> Quantity: Cases of 1000 <i>2,000 HIGH DENSITY</i> <i>10 CASES PER YEAR</i>	Manufacturer: <i>IMPORTED</i> Item Number: <i>7171806</i> Price Per Bottle/Case: \$ <i>12.45</i> Extended Price: \$ <i>124.50</i>
33 x 40 Trash Can Liners <i>HIGH DENSITY</i> Annual Quantity: Cases of 1000 <i>16 MICRON</i> <i>250 BLACK</i> <i>20 CASES PER YEAR</i>	Manufacturer: <i>IMPORTED</i> Item Number: <i>7334016BLK</i> Price Per Bottle/Case: \$ <i>16.85</i> Extended Price: \$ <i>337.00</i>
27 x 24 Trash Can Liners Annual Quantity: Cases of 1000	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Tork Hand Soap – 6 ea. 1 liter Annual Quantity: 240 Liter Refills	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Non Ammonia Wax Floor Stripper- 4 ea. 1 GL/CASE Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Mirage Floor Finish – 5 Gallons Pail Annual Quantity: 10 Pails	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Emulsion Bowl Cleaner – 12 ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Lysol H.D. Concentrated Bathroom Cleaner 4ea. 1 gl/case-1 To 32 Dilution - 10 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____

RECOMMENDED SUBSTITUTIONS

CITY OF MONTEBELLO
 1600 West Beverly Blvd.
 Montebello, CA 90640
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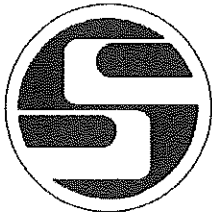


Request for Quotation: Q-19-12
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SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Spearmint Disinfectant Cleaner – 4 Ea. 1 Gallon Annual Quantity: 100 Gallons	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Carpet Spotter- 12 Ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
Nitrile Gloves Powder Free – Medium 100 per Box <i>10 BOXES PER CASE</i> Annual Quantity: 20 Boxes <i>2 CASES</i> <i>VINYL GLOVES</i>	Manufacturer: <i>SAFETY ZONE</i> Item Number: <i>706025</i> Price Per Bottle/Case: \$ <i>29.00</i> Extended Price: \$ <i>58.00</i>
Nitrile Gloves Powder Free – X Large 100 per Box Annual Quantity: 20 Boxes <i>2 CASES</i> <i>10 BOXES PER CASE</i> <i>VINYL GLOVES.</i>	Manufacturer: <i>SAFETY ZONE</i> Item Number: <i>706023</i> Price Per Bottle/Case: \$ <i>29.00</i> Extended Price: \$ <i>58.00</i>
Genlabs Economy Bowl Cleaner – QL Qt- 12/cs Annual Quantity: 5 Cases	Manufacturer: _____ Item Number: _____ Price Per Bottle/Case: \$ _____ Extended Price: \$ _____
	Total Cost of Product/Service:
	Applicable Sales Tax Rate:
	Total Cost F.O.B. Dest.:
	Shipping/Freight Rate Per Order:
	Delivery _____ Calendar Days after order

For Total Cost of Product/Service : Add all Extended Prices and apply applicable tax rate for total.

RECOMMENDED SUBSTITUTIONS:



Clean Sweep Supply Co., Inc.

7171 Telegraph Road
Montebello, California 90640
Tel: (323) 887-7777 • Fax: (323) 887-6677

SEPTEMBER 12, 2018

CITY OF MONTEBELLO

CLEAN SWEEP SUPPLY ADVANTAGES:

- ✓ CLEAN SWEEP SUPPLY PAYS PROPERTY TAXES
- ✓ CLEAN SWEEP SUPPLY BUSINESS LICENSE
- ✓ SALES TAX GOES BACK TO THE CITY
- ✓ DONATIONS TO YOUTH SUMMER SPORTS PROGRAMS
 - CONTRIBUTED YEARLY
- ✓ CLEAN SWEEP SUPPLY EMPLOYEES LIVING IN MONTEBELLO
 - PAY PROPERTY TAXES
 - SUPPORT LOCAL BUSINESSES AND RESTAURANTS
- ✓ CLEAN SWEEP SUPPLY ACCOMODATES CITY OF MONTEBELLO DEPARTMENTS BY ACCEPTING AND SHIPPING "SMALL" ORDERS BECAUSE OF "NO" MINIMUM ORDER POLICY.
- ✓ CLEAN SWEEP SUPPLY OFFERS THE MONTEBELLO POLICE DEPARTMENT OUR WAREHOUSE FOR CANINE TRAINING
- ✓ OFFERS THE BUILDING AND PARKING LOT TO THE FIRE DEPARTMENT FOR TRAINING PURPOSES.
- ✓ HUNDREDS OF HAND TOWEL DISPENSERS, BATHROOM TISSUE DISPENSERS AND HAND SOAP DISPENSERS GIVEN TO CITY OF MONTEBELLO ON A NO CHARGE BASIS.



CITY OF MONTEBELLO
1600 West Beverly Blvd.
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Request for Quotation: Q-19-12
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CLOSING DATE: Thurs, 9/13/2018 @ 1:00p.m.

**CITY OF MONTEBELLO
RECREATION & COMMUNITY SERVICES DEPARTMENT
REQUEST FOR QUOTATION**

THE CITY OF MONTEBELLO, herein called Owner, invites sealed quotations from qualified companies to provide paper products and cleaning supplies for use throughout the City's various departments, facilities and parks.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Recreation & Community Services Department.

BIDDER'S CONFERENCE – n/a

QUESTIONS – *All questions regarding this RFQ shall be directed in writing no later than Tuesday, 9/11/2018 @4:00 p.m., to Recreation & Community Services Department: Attn: David Sosnowski, dsosnowski@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.*

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ

☒ INSTRUCTIONS TO BIDDERS	☒ BIDDER'S PROPOSAL FORM	☐ BID BOND FORM
☐ PAYMENT BOND FORM	☐ PERFORMANCE BOND FORM	☐ AGREEMENT FORM
☒ APPENDIX A	☐ GENERAL CONDITIONS/PUBLIC WORKS 116-222	☒ INSURANCE REQUIREMENTS

CITY OF MONTEBELLO
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Request for Quotation: Q-19-12
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INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one bid, photocopy our documents.

PRICING/TERMS/TAX – All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 180 days after the closing date. If prices need to be adjusted due to supply/wholesale cost increases, the selected vendor must inform the City and provide proof of cost increase.

SPECIFICATION/CHANGES – Whenever possible, the City of Montebello is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the City reserves the right to reject those alternatives as non-responsive. The City has listed several items that are specific to a certain brand or item number. The City reserves the right to reject any alternatively bid products as non-responsive.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible supplier.

- A. Lowest overall purchase price
- B. Adherence to specifications as detailed in this RFQ
- C. Delivery Time, after-receipt-of-order (ARO)

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

RETURN OF BID/CLOSING DATE/RETURN TO/FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit their bids electronically. All proposals must be Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. There is no fee to register to bid for this or any City of Montebello RFQ/RFP.

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DELIVERY TERMS – All product shall be quoted F.O.B. destination prepay and add freight. Vendor shall provide all information in the area provided below. The City reserves the right to designate the carrier(s). Ship to address: **Montebello, California, 90640**

DELIVERY OF PROPOSALS - Four signed copies of each proposal shall be:

- A. Address/Deliver proposals to:
ATTN: City Clerk
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
323-887-1200 x367
- B. Proposals must be received in the City Clerk's Office, no later than the date and time specified on the cover page and Schedule of Events. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposals shall be labeled as follows: **City of Montebello Janitorial Supplies : RFQ Q-19-12**

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be made available to each bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided. All bidders must acknowledge any addenda through the PlanetBids site.

ADDITIONAL INFORMATION – The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the Owner where no architect has been employed by the Owner.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work (as required). The Contractor shall pay for and obtain a City Business License as required. The City will waive City Permit Fees.

PROPOSER'S COST – Costs for developing proposals including travel, mileage, fuel, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Montebello.

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BID SHEET INSTRUCTIONS:

- A. A single bid sheet has been provided. Please make additional copies as required. One (1) bid sheet should be completed.
- B. Bidder shall complete each section of the "Bidders Comments" in the attached specifications including specific size and model of all components when not exactly as specified. **Please state "As specified" if the item is exactly as set forth in the Left Hand Column.**

"FAILURE TO COMPLETE THE RIGHT HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL NOT BE ACCEPTABLE BY THE CITY."

- C. Each "Bid Sheet" must be signed and the company name, representative, date and delivery schedule must be included.
- D. Bidder must complete Pages 5 through Page 9 and submit with their proposal.
- E. If Bidder is awarded contract for Janitorial Supplies RFQ, the Bidder will be required to provide \$2 million dollar liability insurance naming the City of Montebello as additionally insured in order to provide the City with it's services (this is due to delivery requirements, unloading and drop off of materials or supplies).

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APPENDIX "A"
BIDDERS PROPOSAL
City of Montebello –Janitorial Supplies RFQ
FOR THE CITY OF MONTEBELLO, CA

It is the intent of these specifications to describe the needed janitorial supplies needed throughout various City Departments.

NOTICE: Quoted prices should be based on bulk purchases. Annually, the City of Montebello can spend up to \$40,000 in janitorial supplies and paper products. Bidder shall complete right-hand column indicating specific brand/size/item number of the items being bid. Bidder must provide a total estimated cost based off the annual quantity listed under the item specifications. **NOTE:** The annual quantities are estimates only and the City may order more or less than the indicated numbers provided. Additionally, the estimated numbers are for a cumulative year the City would not be purchasing these quantities at one time. The extended price is referring to the price based off of the Annual Quantity Estimated below each item specification. Quantities listed are estimates based off of typical annual usage. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS ON ALL LINES WILL INVALIDATE BID.**

City of Montebello –Janitorial Supplies RFQ	
SPECIFIC ITEMS BEING BID	ITEM SPECIFICATIONS AND PRICE
22x14x58 Trash Liners: 1.5 Mil BLACK Quantity: Cases of 100 Bags Annual Quantity: 250 Cases Per Year	Manufacturer: OCEANIA Item Number: 36X581.5MIL-100 Price Per Case: \$ 18.75 Extended Price: \$ 4,687.50
TORK 290089 Paper Towel Rolls 6" x 700' Annual Quantity: 150 Cases Per Year	Manufacturer: TORK Item Number: 290089 Price Per Case: \$ 54.00 Extended Price: \$ 8,100.00
Tork TM6120S 2-Ply Bath Tissue Quantity: 96 per case Annual Quantity: 350 Cases Per Year	Manufacturer: TORK Item Number: TM6120S Price Per Case: \$ 43.75 Extended Price: \$ 15,312.50
15x9x32 Trash Liners : 0.8 Mil BLACK Quantity: Cases of 500 Annual Quantity: 50 Cases Per Year	Manufacturer: OCEANIA Item Number: 24X32.8MIL-500 Price Per Case: \$ 26.50 Extended Price: \$ 1,325.00
79831 Air Freshener Refills Quantity : 6 per case Annual Quantity: 30 Cases Per Year	Manufacturer: LYSOL Item Number: RAC79831CT Price Per Case: \$ 26.40 Extended Price: \$ 792.00

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 (323) 887-1200



Request for Quotation: Q-19-12
Bid Issue Date: Thursday, 8/23/2018
CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Gojo Hair and Body Soap (Orange) 2000 ml Bottles/ Item # 5263 Sold in cases of 2 Annual Quantity: 30 Cases or 60 Bottles Per Year	Manufacturer: <u>GOJO</u> Item Number: <u>GOJ526302</u> Price Per Bottle/Case: \$ <u>22.75/BTL = 45.50/CS</u> Extended Price: \$ <u>1,365.00</u>
Lysol Toilet Bowl Cleaner in 32oz. Bottles/Item #74278 Sold in 12 Bottle Cases Annual Quantity: 10 Cases or 120 Bottles Per Year	Manufacturer: <u>LYSOL</u> Item Number: <u>RAC74278CT</u> Price Per Bottle/Case: \$ <u>2.417/BTL = 29.00/CS</u> Extended Price: \$ <u>290.00</u>
Clorox Disinfecting Spray in 32oz Cans/Item # 38504 Sold in 12 Can Cases Annual Quantity: 20 Cases or 240 Bottles Per Year	Manufacturer: <u>CLOROX</u> Item Number: <u>CLO38504CT</u> Price Per Bottle/Case: \$ <u>3.833/BTL = 45.99/CS</u> Extended Price: \$ <u>919.80</u>
HAS-2070 Hasa House Hold Liquid Bleach – Gal. – 4 Gallons/Case Annual Quantity: 15 Cases	Manufacturer: <u>OCCS</u> Item Number: <u>CLNRBLEACHGAL-G</u> Price Per Bottle/Case: \$ <u>2.05/BTL = 8.20/CS</u> Extended Price: \$ <u>123.00</u>
CHM- 80201 Chemcor Workforce Heavy Duty Butyl Cleaner/Degreaser- Gal. – 4 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: <u>GENLABS</u> Item Number: <u>1061</u> Price Per Bottle/Case: \$ <u>4.375/GAL = 17.50/CS</u> Extended Price: \$ <u>175.00</u>
Finish Dishwasher Cleaner 6/ 8.45 oz. Annual Quantity- 10 Cases	Manufacturer: <u>FINISH</u> Item Number: <u>RAC95319</u> Price Per Bottle/Case: \$ <u>4.75/BTL = 28.50/CS</u> Extended Price: \$ <u>285.00</u>
SJN- 695155 Windex w/trigger 12/32oz Bottles Per Case Annual Quantity: 20 Cases	Manufacturer: <u>WINDEX / JOHNSON & JOHNSON</u> Item Number: <u>SJN695155</u> Price Per Bottle/Case: \$ <u>3.25/BTL = 39.00/CS</u> Extended Price: \$ <u>780.00</u>
Comet Powder Deodorizing Cleanser 3-10-21 oz. 24/CS NO QUANTITY PROVIDED - NO EXTENDED PRICE	Manufacturer: <u>COMET / PROCTER & GAMBLE</u> Item Number: <u>PGC32987EA</u> Price Per Bottle/Case: \$ <u>1.99/EA</u> Extended Price: \$
ACS-SC300 Polyurethane Green Backed Scrubber Sponge 8 boxes per case/ 5 sponges per box 5/PK, 8PK/CT Annual Quantity: 10 Cases	Manufacturer: <u>CONTINENTAL</u> Item Number: <u>29CMCSS652</u> Price Per Bottle/Case: \$ <u>3.625/BX = 29.00/CS</u> Extended Price: \$ <u>290.00</u>
BGD- 687 Big D Urinal Screen w/Non-Para Block-1500 Flush, Cinnamon Scent 12 per case Annual Quantity: 40 Cases	Manufacturer: <u>AMERICAN SANITARY PRODUCTS</u> Item Number: <u>URINALSCREEN10G</u> Price Per Bottle/Case: \$ <u>10.75/CS</u> Extended Price: \$ <u>430.00</u>
CLO-01100 Tilex Mildew Remover Spray 12 – 16oz. bottles/case Annual Quantity: 5 cases	Manufacturer: <u>CLOROX</u> Item Number: <u>CLO01100</u> Price Per Bottle/Case: \$ <u>2.459/BTL = 29.50/CS</u> Extended Price: \$ <u>147.50</u>
CLO-38504 Clorox Disinfecting Spray – 19oz. can Annual Quantity: 50 Cans 12/CS	Manufacturer: <u>CLOROX</u> Item Number: <u>CLO38504CT</u> Price Per Bottle/Case: \$ <u>4.00/BTL = 48.00/CS</u> Extended Price: \$ <u>200.00</u>

CITY OF MONTEBELLO
 1600 West Beverly Blvd.
 Montebello, CA 90640
 (323) 887-1200



Request for Quotation: Q-19-12
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CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
GOJ-5263-02 Green Cert Foam Hair Body 2000ML 2/CS Annual Quantity: 20 Cases	Manufacturer: GOJO Item Number: GOJ526302 Price Per Bottle/Case: \$ 22.75/BTL = 45.50/CS Extended Price: \$ 910.00
GOJ-5162-03 GOJO Luxury Foam Antibacterial Handwash 1250 ml FMX-12, 3/CS Annual Quantity: 20 Cases	Manufacturer: GOJO Item Number: GOJ516203CT Price Per Bottle/Case: \$ 15.33/BTL = 45.99/CS Extended Price: \$ 919.80
GOJ-8561-02 GOJO Luxury Foam Handwash-1500 ml CX Refill 1500 ml CX Refill, 2/cs Annual Quantity: 20 Cases	Manufacturer: GOJO Item Number: GOJ856102CT Price Per Bottle/Case: \$ 19.75/BTL = 39.00/CS Extended Price: \$ 780.00
White Trifold Towels 4,000/CS Annual Quantity: 20 Cases	Manufacturer: SOLARIS PAPER Item Number: 43513 Price Per Bottle/Case: \$ 19.90/CS Extended Price: \$ 398.00
17 x 17 Trash Can Liners 0.45mil BLACK Quantity: Cases of 1000 ANNUAL QUANTITY: 20 CS	Manufacturer: CALTEX PLASTICS Item Number: 17X17.45MIL-1000 Price Per Bottle/Case: \$ 12.99/CS Extended Price: \$ 259.80
33 x 40 Trash Can Liners 1.3 MIL BLACK Annual Quantity: Cases of 4000- 250/CS ANNUAL QUANTITY: 20 CS	Manufacturer: OCEANIA Item Number: 33X401.3MIL-250 Price Per Bottle/Case: \$ 28.50/CS Extended Price: \$ 570.00
27 x 24 Trash Can Liners 1.3 MIL BLACK Annual Quantity: Cases of 4000- 500/CS ANNUAL QUANTITY: 20 CS	Manufacturer: CALTEX PLASTICS Item Number: 27X241.3MIL-500 Price Per Bottle/Case: \$ 29.90/CS Extended Price: \$ 598.00
Tork Hand Soap - 6 ea. 1 liter Annual Quantity: 240 Liter Refills	Manufacturer: TORK Item Number: 401211 Price Per Bottle/Case: \$ 9.65/BTL = 57.90/CS Extended Price: \$ 2,316.00
Non Ammonia Wax Floor Stripper- 4 ea. 1 GL/CASE Annual Quantity: 10 Cases	Manufacturer: GENLABS Item Number: 5555 Price Per Bottle/Case: \$ 6.75/GAL = 27.00/CS Extended Price: \$ 270.00
Mirage Floor Finish - 5 Gallons Pail Annual Quantity: 10 Pails	Manufacturer: GENLABS Item Number: 9992 Price Per Bottle/Case: \$ 49.00/PAIL Extended Price: \$ 490.00
Emulsion Bowl Cleaner - 12 ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: GENLABS Item Number: 2071 Price Per Bottle/Case: \$ 2.417/QRT = 29.00/CS Extended Price: \$ 290.00
Lysol H.D. Concentrated Bathroom Cleaner 4ea. 1 gl/case-1 To 32 Dilution - 10 Gallons/Case Annual Quantity: 10 Cases 4GAL/CS	Manufacturer: LYSOL Item Number: RAC94201CT Price Per Bottle/Case: \$ 14.25/GAL = 57.00/CS Extended Price: \$ 570.00

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SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Spearmint Disinfectant Cleaner – 4 Ea. 1 Gallon Annual Quantity: 100 Gallons	Manufacturer: GENLABS Item Number: 1110 Price Per Bottle/Case: \$ 6.625/GAL = 26.50/CS Extended Price: \$ 662.50
Carpet Spotter- 12 Ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: GENLABS Item Number: 8055 Price Per Bottle/Case: \$ 2.48/QRT = 29.75/CS Extended Price: \$ 297.50
Nitrile Gloves Powder Free – Medium 100 per Box Annual Quantity: 20 Boxes	Manufacturer: LIFE GUARD Item Number: 6393 Price Per Bottle/Case: \$ 4.75/BX = 47.50/CS Extended Price: \$ 95.00
Nitrile Gloves Powder Free – X Large 100 per Box Annual Quantity: 20 Boxes	Manufacturer: LIFE GUARD Item Number: 6395 Price Per Bottle/Case: \$ 4.75/BX = 47.50/CS Extended Price: \$ 95.00
Genlabs Economy Bowl Cleaner – QL Qt- 12/cs Annual Quantity: 5 Cases	Manufacturer: GENLABS Item Number: 2079 Price Per Bottle/Case: \$ 1.834/QRT = 22.00/CS Extended Price: \$ 110.00
	Total Cost of Product/Service: \$44,847.85
	Applicable Sales Tax Rate: \$4,260.54
	Total Cost F.O.B. Dest.: \$49,108.39
	Shipping/Freight Rate Per Order: 0
	Delivery 2-10 Calendar Days after order

For Total Cost of Product/Service : Add all Extended Prices and apply applicable tax rate for total.

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BIDDERS INFORMATION
City of Montebello –Janitorial Supplies RFQ

FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: GALE SUPPLY COMPANY

Street Address: 1631 WASHINGTON BLVD, MONTEBELLO, CA 90640

Mailing Address: 1631 WASHINGTON BLVD

City: MONTEBELLO Zip Code: 90640

Remit to Address: 1631 WASHINGTON BLVD

City: MONTEBELLO Zip Code: 90640

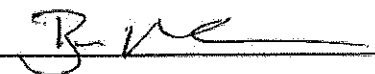
Phone #: 310-477-6591

Fax#: 310-207-1991

Name: BRIAN ROSENBLUM

Title: GENERAL MANAGER

Email: BRIANR@GALESUPPLY.COM

Signature/Date:  9/12/18

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
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BIDDERS INFORMATION
City of Montebello –Janitorial Supplies RFQ

FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: Interboro Packaging Corp.

Street Address: 114 Bracken Rd.

Mailing Address: 114 Bracken Rd.

City: Montgomery, NY Zip Code: 12549

Remit to Address: 114 Bracken Rd.

City: Montgomery, NY Zip Code: 12549

Phone #: 845-782-6800

Fax#: 845-781-2450

Name: Ritka Silberstein

Title: Secretary

Email: interboro@frontier.net

Signature/Date: Ritka Silberstein 9-7-18

**Please Note: There is a \$500.00
minimum order for free delivery!**
(If this requirement is in any way a conflict to the bid requirements
then this requirement and/or condition is withdrawn forthwith.)



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112633541
INTERBORO PACKAGING INC
114 BRACKEN ROAD
MONTGOMERY NY 12549



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER INTERBORO PACKAGING INC 114 BRACKEN ROAD MONTGOMERY NY 12549		CERTIFICATE HOLDER CITY OF MONTEBELLO 1600 WEST BEVERLY BLVD MONTEBELLO CA 90640	
POLICY NUMBER W 996 648-2	CERTIFICATE NUMBER 975693	POLICY PERIOD 01/03/2018 TO 01/03/2019	DATE 9/7/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 996 648-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 693327272



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAA Ins Agency DBA Adler's Insurance Agency 86 East Route 59 Spring Valley NY 10977	CONTACT NAME: Blimy Schwartz PHONE (A/C, No, Ext): (845) 356-5656 FAX (A/C, No): (845) 356-5690 E-MAIL ADDRESS: blimy@adlersinsurance.com
INSURED Interboro Packaging Corporation 114 Bracken Road Montgomery NY 12549	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Master 18-19

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJUT INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOG OTHER:			16 SBM AA3196	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			16 SBM AA3196	08/31/2018	08/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			16 SBM AA3196	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder below is named as additional insured.

CERTIFICATE HOLDER

City of Montebello 1600 West Beverly Blvd Montebello CA 90640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Interboro Packaging Corporation

Nationwide Service

114 Bracken Road
Montgomery, New York 12549-2600
(845) 782-6800
Fax (845) 781-2450
E-mail: interboro@frontiernet.net

September 7, 2018

City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Bid # Q-19-12 Janitorial Supplies

To Whom It May Concern:

We are enclosing samples, which are being submitted in compliance with the above-referenced bid.

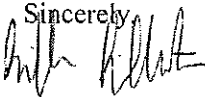
Please Note! The samples are in accordance with the specified strength. However, since these are the only bags that we have in stock at the present time, the size of some bags may differ with a couple of inches. Also, the color or seal of some bags may be different.

Upon approval of our bid we shall manufacture the bags exactly according to the specified size & color. The purpose of the samples is to test the strength of the bag and the material we are offering. These samples do serve this purpose.

All shipments made consistent with the enclosed samples will be deemed in full conformance with all bid specifications. We are relying upon approval of these samples for compliance of its bid and will ship only such bags, in the specified size/color. Acceptance of our bid shall conclusively constitute approval of the enclosed samples as conformity with bid specifications.

Futhermore, it is hereby understood that we are quoting the prices per the unit you have specified in the bid. However, as the table below indicates, we stock some items in a different pack. Therefore, unless you insist on your specified count, we may prefer to ship according to our standard pack. This will only expedite the delivery of your orders. Be advised, however, that we will not deviate without your definite approval.

Item Number	Standard Pack	Adjusted Price
1D	200	\$28.64
1E	200	\$25.68
2B	1,000	\$31.68
2C	200	\$5.34
2D	200	\$4.33
3A	2,000	\$29.64
3B	2,000	\$23.96
4A	250	\$31.17
4B	250	\$29.74
4C	250	\$24.91
4D	250	\$20.67

Sincerely,

Rifka Silberstein
Secretary

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-12
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**CITY OF MONTEBELLO
RECREATION & COMMUNITY SERVICES DEPARTMENT
REQUEST FOR QUOTATION**

THE CITY OF MONTEBELLO, herein called Owner, invites sealed quotations from qualified companies to provide paper products and cleaning supplies for use throughout the City's various departments, facilities and parks.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Recreation & Community Services Department.

BIDDER'S CONFERENCE – n/a

QUESTIONS – *All questions regarding this RFQ shall be directed in writing no later than Tuesday, 9/11/2018 @4:00 p.m., to Recreation & Community Services Department: Attn: David Sosnowski, dsosnowski@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.*

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ

☒ INSTRUCTIONS TO BIDDERS	☒ BIDDER'S PROPOSAL FORM	☐ BID BOND FORM
☐ PAYMENT BOND FORM	☐ PERFORMANCE BOND FORM	☐ AGREEMENT FORM
☒ APPENDIX A	☐ GENERAL CONDITIONS/PUBLIC WORKS 116-222	☒ INSURANCE REQUIREMENTS

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



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INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one bid, photocopy our documents.

PRICING/TERMS/TAX – All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 180 days after the closing date. If prices need to be adjusted due to supply/wholesale cost increases, the selected vendor must inform the City and provide proof of cost increase.

SPECIFICATION/CHANGES – Whenever possible, the City of Montebello is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the City reserves the right to reject those alternatives as non-responsive. The City has listed several items that are specific to a certain brand or item number. The City reserves the right to reject any alternatively bid products as non-responsive.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible supplier.

- A. Lowest overall purchase price
- B. Adherence to specifications as detailed in this RFQ
- C. Delivery Time, after-receipt-of-order (ARO)

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

RETURN OF BID/CLOSING DATE/RETURN TO/FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit their bids electronically. All proposals must be Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. There is no fee to register to bid for this or any City of Montebello RFQ/RFP.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200

**Request for Quotation:** Q-19-12**Bid Issue Date:** Thursday, 8/23/2018**CLOSING DATE:** Thurs. 9/13/2018 @ 1:00p.m.

DELIVERY TERMS – All product shall be quoted F.O.B. destination prepay and add freight. Vendor shall provide all information in the area provided below. The City reserves the right to designate the carrier(s). Ship to address: **Montebello, California, 90640**

DELIVERY OF PROPOSALS - Four signed copies of each proposal shall be:

- A. Address/Deliver proposals to:
ATTN: City Clerk
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
323-887-1200 x367
- B. Proposals must be received in the City Clerk's Office, no later than the date and time specified on the cover page and Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposals shall be labeled as follows: **City of Montebello Janitorial Supplies : RFQ Q-19-12**

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be made available to each bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided. All bidders must acknowledge any addenda through the PlanetBids site.

ADDITIONAL INFORMATION – The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the Owner where no architect has been employed by the Owner.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work (as required). The Contractor shall pay for and obtain a City Business License as required. The City will waive City Permit Fees.

PROPOSER'S COST – Costs for developing proposals including travel, mileage, fuel, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Montebello.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-12

Bid Issue Date: Thursday, 8/23/2018

CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

BID SHEET INSTRUCTIONS:

- A. A single bid sheet has been provided. Please make additional copies as required. One (1) bid sheet should be completed.
- B. Bidder shall complete each section of the "Bidders Comments" in the attached specifications including specific size and model of all components when not exactly as specified. **Please state "As specified"** if the item is exactly as set forth in the Left Hand Column.

"FAILURE TO COMPLETE THE RIGHT HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL NOT BE ACCEPTABLE BY THE CITY."

- C. Each "Bid Sheet" must be signed and the company name, representative, date and delivery schedule must be included.
- D. Bidder must complete Pages 5 through Page 9 and submit with their proposal.
- E. If Bidder is awarded contract for Janitorial Supplies RFQ, the Bidder will be required to provide \$2 million dollar liability insurance naming the City of Montebello as additionally insured in order to provide the City with it's services (this is due to delivery requirements, unloading and drop off of materials or supplies).

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-12

Bid Issue Date: Thursday, 8/23/2018

CLOSING DATE: Thurs, 9/13/2018 @ 1:00p.m.

BIDDERS INFORMATION
City of Montebello –Janitorial Supplies RFQ

FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: Maintex Inc.

Street Address: 13300 E. Nelson Ave

Mailing Address: PO BOX 7110

City: City of Industry Zip Code: 91746

Remit to Address: PO BOX 7110

City: City of Industry Zip Code: 91744

Phone #: (626) 961-1988

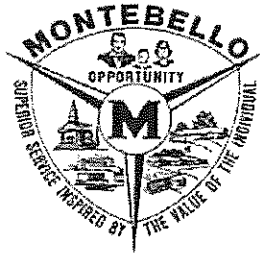
Fax#: (626) 961-8730

Name: Carol Dell'Aquila

Title: Vice President of Sales

Email: carold@maintex.com

Signature/Date:  September 13, 2018



City of Montebello

JANITORIAL SUPPLIES RFQ

RFQ NO. 19-12 ADDENDUM #2

September 5, 2018

NOTICE TO PROSPECTIVE PROPOSERS: This notice comprises Addendum #2 to the documents contained in the City of Montebello RFQ No. 19-12.

- Item #1** Clarification on Brands specified.
All items to be bid that are specified may be substituted with an item of equal or better quality. The City will require a samples of any alternatively bid items.
- Item #2** The thickness for 33 x 40 and 27 x 24 trash liners is 1.3 mil.
- Item #3** The part number for the Tork Hand Soap 1 liter 400011
- Item #4** To clarify the quantities of 17 x 17 bags- 1000 bags per case, 20 cases per year
- Item #5** To clarify the quantities of 33 x 40 trash can liners - 500 bags per case, 20 cases/year
- Item #6** To clarify the quantities of the 27 x 24 trash can liner - 500 bags per case, 20 cases per year

Sincerely,

David Sosnowski

Director of Recreation & Community Services



City of Montebello

JANITORIAL SUPPLIES RFQ

RFQ NO. 19-12 ADDENDUM #3
September 6, 2018

NOTICE TO PROSPECTIVE PROPOSERS: This notice comprises Addendum #3 to the documents contained in the City of Montebello RFQ No. 19-12.

The following are questions and answers comprise Addendum #3:

Q1: Can you provide us with the manufacturer and item no. currently being purchased for each of the liner?

A1: Many of the bags are made by republic bags, but there are several different brands

Q2: Can you provide us with the award pricing and winning vendor per item from the previous bid?

A2: Please see attached spreadsheet. Paper products were awarded to Clean Sweep Supply, Trash Liners were awarded to Rancho Janitorial and all Chemicals were awarded to PR Paper Supply.

Q3: What color are you currently purchasing for each of the liners?

A3: All liners are black. City Hall orders a few boxes of clear waste basket liners.

Q4: How many delivery locations are there?

A4: City Hall, Police Station, Transit Dept., Youth Center, Sr. Center, Three Fire Stations

Q5: About how often are orders placed (monthly, quarterly or other?)

A5: Orders are placed as needed, but most of the time monthly.

Q6: when an order is placed for the liners, what is an approximate case order?

A6: The orders vary by Department. Some may order 5 cases, City Hall may order 10 cases at a time, Park Maintenance orders 50 boxes of the largest bags 3-4 times annually

Sincerely,

David Sosnowski

Director of Recreation & Community Services

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-12
Bid Issue Date: Thursday, 8/23/2018
CLOSING DATE: Thurs. 9/13/2018 @ 1:00p.m.

BIDDERS INFORMATION
City of Montebello –Janitorial Supplies RFQ

FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: P+R PAPER Supply Co
Street Address: 1898 E. Colton Ave
Mailing Address: SAME AS ABOVE
City: Redlands Zip Code: 912374
Remit to Address: SAME AS ABOVE
City: _____ Zip Code: _____
Phone #: 949-613-6331
Fax#: 909-794-1237
Name: Justin Manafian
Title: SALES
Email: Jmanafian25@yahoo.com
Signature/Date: [Signature] 9/6/18

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APPENDIX "A"
BIDDERS PROPOSAL
City of Montebello –Janitorial Supplies RFQ
FOR THE CITY OF MONTEBELLO, CA

It is the intent of these specifications to describe the needed janitorial supplies needed throughout various City Departments.

NOTICE: Quoted prices should be based on bulk purchases. Annually, the City of Montebello can spend up to \$40,000 in janitorial supplies and paper products. Bidder shall complete right-hand column indicating specific brand/size/item number of the items being bid. Bidder must provide a total estimated cost based off the annual quantity listed under the item specifications. NOTE: The annual quantities are estimates only and the City may order more or less than the indicated numbers provided. Additionally, the estimated numbers are for a cumulative year the City would not be purchasing these quantities at one time. The extended price is referring to the price based off of the Annual Quantity Estimated below each item specification. Quantities listed are estimates based off of typical annual usage. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS ON ALL LINES WILL INVALIDATE BID.**

City of Montebello –Janitorial Supplies RFQ	
SPECIFIC ITEMS BEING BID	ITEM SPECIFICATIONS AND PRICE
22x14x58 Trash Liners: 1.5 Mil Quantity: Cases of 100 Bags Annual Quantity: 250 Cases Per Year	Manufacturer: <u>Republic BAG</u> Item Number: <u>REP-RB154150</u> Price Per Case: \$ <u>15.53</u> Extended Price: \$ <u>3,882.50</u>
TORK 290089 Paper Towel Rolls 6" x 700' Annual Quantity: 150 Cases Per Year	Manufacturer: <u>SCA</u> Item Number: <u>290089</u> Price Per Case: \$ <u>40.57</u> Extended Price: \$ <u>6,085.50</u>
Tork TM6120S 2-Ply Bath Tissue Quantity: 96 per case Annual Quantity: 350 Cases Per Year	Manufacturer: <u>SCA</u> Item Number: <u>TM6120S</u> Price Per Case: \$ <u>37.99</u> Extended Price: \$ <u>13,296.50</u>
15x9x32 Trash Liners : 0.8 Mil Quantity: Cases of 500 Annual Quantity: 50 Cases Per Year	Manufacturer: <u>Republic BAG</u> Item Number: <u>REP-RB33208</u> Price Per Case: \$ <u>10.98</u> Extended Price: \$ <u>549.00</u>
79831 Air Freshener Refills Quantity : 6 per case Annual Quantity: 30 Cases Per Year	Manufacturer: <u>Lyso</u> Item Number: <u>REC-79831</u> Price Per Case: \$ <u>29.13</u> Extended Price: \$ <u>873.90</u>

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SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Gojo Hair and Body Soap (Orange) 2000 ml Bottles/ Item # 5263 Sold in cases of 2 Annual Quantity: 30 Cases or 60 Bottles Per Year	Manufacturer: <u>Gojo</u> Item Number: <u>GOJ-5263</u> Price Per Bottle/Case: \$ <u>43.94</u> Extended Price: \$ <u>1,318.20</u>
Lysol Toilet Bowl Cleaner in 32oz. Bottles/Item #74278 Sold in 12 Bottle Cases Annual Quantity: 10 Cases or 120 Bottles Per Year	Manufacturer: <u>Lysol</u> Item Number: <u>REC-74278</u> Price Per Bottle/Case: \$ <u>33.29</u> Extended Price: \$ <u>332.90</u>
Clorox Disinfecting Spray in 32oz Cans/Item # 38504 Sold in 12 Can Cases Annual Quantity: 20 Cases or 240 Bottles Per Year	Manufacturer: <u>Clorox</u> Item Number: <u>CLO-38504</u> Price Per Bottle/Case: \$ <u>50.93</u> Extended Price: \$ <u>1,018.60</u>
HAS-2070 Hasa House Hold Liquid Bleach – Gal. – 4 Gallons/Case Annual Quantity: 15 Cases	Manufacturer: <u>House Hold</u> Item Number: <u>HSN-2070</u> Price Per Bottle/Case: \$ <u>10.88</u> Extended Price: \$ <u>163.20</u>
CHM- 80201 Chemcor Workforce Heavy Duty Butyl Cleaner/Degreaser- Gal. – 4 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: <u>Chemcor</u> Item Number: <u>CHM-80201</u> Price Per Bottle/Case: \$ <u>15.06</u> Extended Price: \$ <u>150.60</u>
Finish Dishwasher Cleaner 6/ 8.45 oz. Annual Quantity- 10 Cases	Manufacturer: <u>Finish</u> Item Number: <u>RAC-45515</u> Price Per Bottle/Case: \$ <u>26.69</u> Extended Price: \$ <u>266.90</u>
SJN- 695155 Windex w/trigger 12/32oz Bottles Per Case Annual Quantity: 20 Cases	Manufacturer: <u>Windex</u> Item Number: <u>SJN-695155</u> Price Per Bottle/Case: \$ <u>42.50</u> Extended Price: \$ <u>850.00</u>
Comet Powder Deodorizing Cleanser 3-10-21 oz. 24/20oz-CS	Manufacturer: <u>COMET</u> Item Number: <u>PGC-329187</u> Price Per Bottle/Case: \$ <u>1.55/EA</u> Extended Price: \$
ACS-SC300 Polyurethane Green Backed Scrubber Sponge 8 boxes per case/ 5 sponges per box Annual Quantity: 10 Cases	Manufacturer: <u>ACS-SC300</u> Item Number: <u>ACS Industry</u> Price Per Bottle/Case: \$ <u>18.07</u> Extended Price: \$ <u>180.70</u>
BGD- 687 Big D Urinal Screen w/Non-Para Block-1500 Flush, Cinnamon Scent 12 per case Annual Quantity: 40 Cases	Manufacturer: <u>Big D</u> Item Number: <u>BGD-687</u> Price Per Bottle/Case: \$ <u>13.50</u> Extended Price: \$ <u>543.20</u>
CLO-01100 Tilex Mildew Remover Spray 12 – 16oz. bottles/case Annual Quantity: 5 cases	Manufacturer: <u>Clorox</u> Item Number: <u>CLO-01100</u> Price Per Bottle/Case: \$ <u>30.00</u> Extended Price: \$ <u>150.00</u>
CLO-38504 Clorox Disinfecting Spray – 19oz. can Annual Quantity: 50 Cans	Manufacturer: <u>Clorox</u> Item Number: <u>CLO-38504</u> Price Per Bottle/Case: \$ <u>50.88/CS</u> (#4.24/cn) Extended Price: \$ <u>272.00</u>

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SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
GOJ-5263-02 Green Cert Foam Hair Body 2000ML 2/CS Annual Quantity: 20 Cases	Manufacturer: <u>GOJ-5263-02</u> Item Number: <u>GOJO</u> Price Per Bottle/Case: \$ <u>43.39</u> Extended Price: \$ <u>867.80</u>
GOJ-5162-03 GOJO Luxury Foam Antibacterial Handwash 1250 ml FMX-12, 3/CS Annual Quantity: 20 Cases	Manufacturer: <u>GOJO</u> Item Number: <u>GOJ-5162-03</u> Price Per Bottle/Case: \$ <u>44.69</u> Extended Price: \$ <u>893.80</u>
GOJ-8561-02 GOJO Luxury Foam Handwash-1500 ml CX Refill 1500 ml CX Refill, 2/cs Annual Quantity: 20 Cases	Manufacturer: <u>GOJO</u> Item Number: <u>GOJ-8561-02</u> Price Per Bottle/Case: \$ <u>38.23</u> Extended Price: \$ <u>764.60</u>
White Trifold Towels Annual Quantity: 20 Cases	Manufacturer: <u>ANP-808BM40</u> Item Number: <u>All Nurtia Paper</u> Price Per Bottle/Case: \$ <u>18.99</u> Extended Price: \$ <u>379.80</u>
17 x 17 Trash Can Liners 0.45mil Quantity: Cases of 1000 <u>20/cs-yr</u>	Manufacturer: <u>Republic Bag</u> Item Number: <u>REP-CRHD1717-45B</u> Price Per Bottle/Case: \$ <u>11.53</u> Extended Price: \$ <u>230.60</u>
33 x 40 Trash Can Liners Annual Quantity: Cases of 1000 <u>20/cs-yr</u>	Manufacturer: <u>Republic Bag</u> Item Number: <u>REP-3340B</u> Price Per Bottle/Case: \$ <u>25.69</u> Extended Price: \$ <u>513.80</u>
27 x 24 Trash Can Liners Annual Quantity: Cases of 1000 <u>20/cs-yr</u>	Manufacturer: <u>Republic Bag</u> Item Number: <u>REP-BR2724-13B</u> Price Per Bottle/Case: \$ <u>24.98</u> Extended Price: \$ <u>539.60</u>
Tork Hand Soap – 6 ea. 1 liter Annual Quantity: 240 Liter Refills	Manufacturer: <u>SCA-TORK</u> Item Number: <u>SCA-400011</u> Price Per Bottle/Case: \$ <u>41.22</u> /CS (6 ea. 1L) Extended Price: \$ <u>1,648.80</u>
Non Ammonia Wax Floor Stripper- 4 ea. 1 GL/CASE Annual Quantity: 10 Cases	Manufacturer: <u>GENLABS</u> Item Number: <u>GEN-10004</u> Price Per Bottle/Case: \$ <u>27.04</u> Extended Price: \$ <u>270.40</u>
Mirage Floor Finish – 5 Gallons Pail Annual Quantity: 10 Pails	Manufacturer: <u>GENLABS</u> Item Number: <u>09992</u> Price Per Bottle/Case: \$ <u>57.16</u> Extended Price: \$ <u>571.60</u>
Emulsion Bowl Cleaner – 12 ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: <u>GENLABS</u> Item Number: <u>GEN-2079QT</u> Price Per Bottle/Case: \$ <u>27.35</u> Extended Price: \$ <u>273.50</u>
Lysol H.D. Concentrated Bathroom Cleaner 4ea. 1 gl/case-1 To 32 Dilution - 10 Gallons/Case Annual Quantity: 10 Cases	Manufacturer: <u>LYSOL</u> Item Number: <u>2AC94201CT</u> Price Per Bottle/Case: \$ <u>61.15</u> Extended Price: \$ <u>611.50</u>

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SPECIFIC ITEMS BEING BID	BID ITEM SPECIFICATIONS AND PRICE
Spearmint Disinfectant Cleaner – 4 Ea. 1 Gallon Annual Quantity: 100 Gallons	Manufacturer: <u>GENLABS</u> Item Number: <u>GEN-01110</u> Price Per Bottle/Case: \$ <u>33.52/CS</u> (6.38/GL) Extended Price: \$ <u>838.00</u>
Carpet Spotter- 12 Ea. 1 Quart Bottles Annual Quantity: 10 Cases	Manufacturer: <u>GENLABS</u> Item Number: <u>GEN-03106</u> Price Per Bottle/Case: \$ <u>32.42</u> Extended Price: \$ <u>324.20</u>
Nitrile Gloves Powder Free – Medium 100 per Box Annual Quantity: 20 Boxes	Manufacturer: <u>NETCHOICE</u> Item Number: <u>NET-00517</u> Price Per Bottle/Case: \$ <u>34.70/CS</u> (3.47/BX) Extended Price: \$ <u>69.40</u>
Nitrile Gloves Powder Free – X Large 100 per Box Annual Quantity: 20 Boxes	Manufacturer: <u>NETCHOICE</u> Item Number: <u>NET-00519</u> Price Per Bottle/Case: \$ <u>34.70/CS</u> (3.47/BX) Extended Price: \$ <u>69.40</u>
Genlabs Economy Bowl Cleaner – QL Qt- 12/cs Annual Quantity: 5 Cases	Manufacturer: <u>GENLABS</u> Item Number: <u>GEN-2079QT</u> Price Per Bottle/Case: \$ <u>27.35</u> Extended Price: \$ <u>136.75</u>
	Total Cost of Product/Service: <u>38,877.25</u>
	Applicable Sales Tax Rate: <u>9.25% = 3,596.15</u>
	Total Cost F.O.B. Dest.: <u>\$42,473.40</u>
	Shipping/Freight Rate Per Order: <u>0</u>
	Delivery <u>1</u> Calendar Days after order

For Total Cost of Product/Service : Add all Extended Prices and apply applicable tax rate for total.

Janitorial Supplies - Q-19-12

Closed

Bid Information		Line Items	Documents & Attachments	Prospective Bidders	Q&A	Addenda & Emails	Bid Results	Project Evaluation	Awards	Comments & History	Summary
Select All	Collect Name	Update Selected									
Add											
Send Email											
Reports											
Export											
VBID											
Vendor (30)	Type	Status	Downloads	Orders	VBID						
HANKER EQUIPMENT COMPANY	Local	Bidder	09/12/2018		153870						
GALE SUPPLY COMPANY	MBE Local	Bidder	08/23/2018		153611						
p & R Paper Supply Co	Local	Bidder	09/05/2018								
Unipak Corp.	Local	Bidder	09/10/2018		153629						
Empire Cleaning Supply		Bidder									
PIONEER CHEMICAL CO	MBE WBE LO	Bidder	09/10/2018								
Central Sanitary Supply	Local	Bidder	09/06/2018								
Ecolab Inc.		Bidder	08/28/2018								
North America Procurement Council		Bidder	08/30/2018								
Supplyworks		Bidder	09/07/2018								
performance Safety Group I, LP		Non-Bidder w/ comm	09/12/2018								
Signal Hill Auto Enterprises	Local	Bidder	08/28/2018		153539						
ultimate maintenance services	Local	Bidder	09/05/2018		153872						
Interboro Packaging Corp.	Local	Bidder	08/27/2018								
Clean Sweep Supply Co., Inc.	Local	Bidder	08/24/2018		153924						
UNISERVE Facilities Services	Local	Bidder	08/23/2018								
about industrial supplies	Local	Bidder									
Wesco Enterprises, Inc.	Local	Bidder									
Onvia		Bidder									
All American Poly		Bidder									
WAXIE's Enterprises, Inc.	Local	Bidder	09/06/2018								
Mainlex, Inc.	Local	Bidder	08/29/2018		153924						
Coast 2 Coast Preservations Inc.	DGS, DBE, M	Bidder	08/30/2018								
DVBE Janitorial Services LLC	DGS, DVBE,	Bidder	09/05/2018								
Construction Service Workers	DGS, DBE, FS	Bidder	09/06/2018								
SevenOutsource		Bidder	08/29/2018								
Winzer	DGS, MICRO,	Bidder	09/07/2018								
Natix, Inc.		Bidder									
Calico Packaging, LLC		Bidder									
Brady Industries of California	Local	Bidder	08/30/2018								

RFQ-19-12- JANITORIAL SUPPLIES

ITEMS BID	P & R PAPER SUPPLY CO.	SIGNAL HILL DBA SUPPLY	ABBOT INDUSTRIAL SUPPLIES
22 X 14 X 58 TRASH LINERS	15.53 X 250 = \$3,882.50	18.55 X 250 = \$4,637.50	20.45 X 250 = \$5,112.50
TORK PAPER TOWEL ROLLS	40.57 X 150 = \$6,085.50	32.75 X 150 = \$4,912.50	NO BID
TM61205 BATH TISSUE	37.99 X 350 = \$13,296.50	47.88 X 350 = \$16,758.00	NO BID
15X9X32 TRASH LINERS	10.98 X 50 = \$549.00	17.36 X 50 = \$867.85	23.35 X 50 = \$1,167.50
79831 AIR FRESHENER REFILL	29.13 X 30 = \$873.90	19.39 X 30 = \$581.75	29.20 X 30 = \$876.00
GOJO HAIR&BODY SOAP	43.94 X 30 = \$1,318.20	46.30 X 30 = \$1,389.02	44.60 X 30 = \$1,338.00
LYSOL TOILET BOWL CLEANER	33.29 X 10 = \$332.90	32.21 X 10 = \$322.12	31.50 X 10 = \$315.00
CLOROX DISINFECTING SPRAY	50.93 X 20 = \$1,018.60	48.81 X 20 = \$976.19	49.55 X 20 = \$991.00
HAS-2070 LIQUID BLEACH	10.88 X 15 = \$163.20	7.99 X 15 = \$119.78	7.00 X 15 = \$105.00
CHM-80201 CLEANER/DEGREASER	15.06 X 10 = \$150.60	16.71 X 10 = \$167.10	16.40 X 10 = \$164.00
FINISH DISHWASHER CLEANER	26.69 X 10 = \$266.90	24.82 X 10 = \$248.19	29.40 X 10 = \$294.00
SUN-695155 WINDEX/TRIGGER	42.50 X 20 = \$850.00	38.38 X 20 = \$767.65	38.95 X 20 = \$778.00
COMET POWDER CLEANER	\$1.55 X 28 = \$43.40	\$33.94	1.38/38.95
ACS-SC300 SCRUBBER SPONGE	18.07 X 10 = \$180.70	17.73 X 10 = \$177.30	22.70 X 10 = \$227.00
BGD-687 URINAL SCREEN	13.58 X 40 = \$543.20	15.05 X 40 = \$602.00	14.10 X 40 = \$564.00
CLO-01100 TILEX SPRAY	30.00 X 5 = \$150.00	28.49 X 5 = \$142.46	28.60 X 5 = \$143.00
CLOROX DISENTECTING SPRAY	4.24/CN X 50 = \$212.00	4.10 X 50 = \$205.10	49.55 X 50 = \$2,477.50
GOJ-5263-02 CERT FOAM HAIR WASH	43.39 X 20 = \$867.80	46.30 X 20 = \$926.02	50.95 X 20 = \$1,019.00
GOJO FOAM ANTIBACTERIAL HANDWASH	44.69 X 20 = \$893.80	42.60 X 20 = \$852.10	46.25 X 20 = \$925.00
GOJO FOAM HANDWASH	38.23 X 20 = \$764.60	36.51 X 20 = \$730.21	36.85 X 20 = \$737.00
WHITE TRIFOLD TOWELS	18.99 X 20 = \$379.80	13.66 X 20 = \$273.28	16.45 X 20 = \$329.00
17X17 TRASH LINERS	11.53 X 20 = \$230.60	12.02 X 20 = \$240.40	11.25 X 20 = \$225.00
33X40 TRASH LINERS	25.69 X 20 = \$513.80	23.00 X 20 = \$460.00	27.35 X 20 = \$547.00
27X24 TRASH LINERS	26.98 X 20 = \$539.60	9.87 X 20 = \$197.40 {vendor price}	18.65 X 20 = \$373.00
TORK HAND SOAP	6.87/L X 240 = \$1,648.80	8.38 X 240 = \$2,011.12	NO BID
NON AMMONIA WAX FLOOR STRIPPER	27.04 X 10 = \$270.40	22.36 X 10 = \$223.56	21.80 X 10 = \$218.00
MIRAGE FLOOR FINISH	57.16 X 10 = \$571.60	50.87 X 10 = \$508.70	46.85 X 10 = \$468.50
EMULSION BOWL CLEANER	27.35 X 10 = \$273.50	19.88 X 10 = \$198.80	22.80 X 10 = \$228.00
LYSOL H.D. BATHROOM CLEANER	61.15 X 10 = \$611.50	55.76 X 10 = \$557.65	57.40 X 10 = \$574.00
SPEARMINT DISINFECTANT CLEANER	3.38 X 100 = \$338.00	5.50 X 100 = \$549.92	5.90 X 100 = \$590.00
CARPET SPOTTER	32.42 X 10 = \$324.20	22.23 X 10 = \$222.29	22.20 X 10 = \$222.00
NITRILE GLOVES POWDER FREE MEDIUM	3.47/6X X 20 = \$69.40	4.07 X 20 = \$81.39	3.37 X 20 = \$66.74
NITRILE GLOVES POWDER FREE X-LARGE	3.47/8X X 20 = \$69.40	4.07 X 20 = \$81.39	3.37 X 20 = \$66.74
GENLABS ECONOMY BOWL CLEANER	27.36 X 5 = \$136.75	19.88 X 5 = \$99.40	19.20 X 5 = \$96.00
Total =	38877.25/ \$42,473.40 w/ tax	Total = 50,740.68	Total = 21238.48/ \$23,256.13 w/ tax
ITEMS BID	CLEAN SWEEP	WAXIE SANITARY SUPPLY	INTERBORO PACKAGING CORP.
22 X 14 X 58 TRASH LINERS	20.15 X 250 = \$5,037.50	19.30 X 250 = \$4,825.00	20.82 X 250 = \$5,205.00
TORK PAPER TOWEL ROLLS	35.85 X 150 = \$5,377.50	36.27 X 150 = \$5,440.50	NO BID
TM61205 BATH TISSUE	34.45 X 350 = \$12,057.50	42.28 X 350 = \$14,798.00	NO BID
15X9X32 TRASH LINERS	22.01 X 50 = \$1,100.50	23.73 X 50 = \$1,186.50	26.48 X 50 = \$1,324.00
79831 AIR FRESHENER REFILL	26.67 X 30 = \$800.10	16.96 X 30 = \$508.80	NO BID
GOJO HAIR&BODY SOAP	41.59 X 30 = \$1,247.70	34.60 X 30 = \$1,038.00	NO BID
LYSOL TOILET BOWL CLEANER	29.39 X 10 = \$293.90	32.93 X 10 = \$329.30	NO BID
CLOROX DISINFECTING SPRAY	48.78 X 20 = \$975.60	50.93 X 20 = \$1,018.60	NO BID
HAS-2070 LIQUID BLEACH	6.03 X 15 = \$90.45	7.53 X 15 = \$112.95	NO BID
CHM-80201 CLEANER/DEGREASER	12.23 X 10 = \$122.30	20.41 X 10 = \$204.10	NO BID
FINISH DISHWASHER CLEANER	30.62 X 10 = \$306.20	27.51 X 10 = \$275.10	NO BID
SUN-695155 WINDEX/TRIGGER	39.37 X 20 = \$787.40	59.17 X 20 = \$1,183.40	NO BID
COMET POWDER CLEANER	\$34.03	\$34.33	NO BID
ACS-SC300 SCRUBBER SPONGE	NO BID	6.39 X 10 = \$63.90	NO BID
BGD-687 URINAL SCREEN	11.51 X 40 = \$460.40	11.72 X 40 = \$468.80	NO BID
CLO-01100 TILEX SPRAY	27.89 X 5 = \$139.45	39.60 X 5 = \$198.00	NO BID
CLOROX DISENTECTING SPRAY	48.78 X 20 = \$975.60	4.24 X 50 = \$212.00	NO BID
GOJ-5263-02 CERT FOAM HAIR WASH	41.59 X 30 = \$1,247.70	34.60 X 20 = \$692.00	NO BID
GOJO FOAM ANTIBACTERIAL HANDWASH	45.78 X 20 = \$915.60	35.89 X 20 = \$717.80	NO BID
GOJO FOAM HANDWASH	36.45 X 20 = \$729.00	28.55 X 20 = \$571.00	NO BID
WHITE TRIFOLD TOWELS	17.28 X 20 = \$345.60	14.83 X 20 = \$296.60	NO BID
17X17 TRASH LINERS	16.15 X 20 = \$323.00	20.38 X 20 = \$407.60	14.82 X 20 = \$296.40
33X40 TRASH LINERS	26.29 X 20 = \$525.80	11.53 X 20 = \$230.60	62.34 X 20 = \$1,246.80
27X24 TRASH LINERS	NO BID	10.19 X 20 = \$203.80	37.82 X 20 = \$756.40
TORK HAND SOAP	28.85 X 240 = \$1,154.00	6.85 X 240 = \$1,644.00	NO BID
NON AMMONIA WAX FLOOR STRIPPER	22.86 X 10 = \$228.60	25.19 X 10 = \$251.90	NO BID
MIRAGE FLOOR FINISH	61.85 X 10 = \$618.50	65.32 X 10 = \$653.20	NO BID
EMULSION BOWL CLEANER	21.39 X 10 = \$213.90	26.55 X 10 = \$265.50	NO BID
LYSOL H.D. BATHROOM CLEANER	\$57.00+ X 10 = \$570.90	31.14 X 10 = \$311.40	NO BID
SPEARMINT DISINFECTANT CLEANER	22.28 X 25 = \$557.00	8.04 X 100 = \$804.00	NO BID
CARPET SPOTTER	20.67 X 10 = \$206.70	35.47 X 10 = \$354.70	NO BID
NITRILE GLOVES POWDER FREE MEDIUM	41.80 X 2 = \$83.60	4.94 X 20 = \$98.90	38.00 X 2 = \$76.00
NITRILE GLOVES POWDER FREE X-LARGE	41.80 X 2 = \$83.60	4.94 X 20 = \$98.90	38.00 X 2 = \$76.00
GENLABS ECONOMY BOWL CLEANER	NO BID	31.14 X 5 = \$155.70	NO BID
Total =	\$37,324.01/41,242 w/ tax	Total = 39654.86/ \$43,422 w/ tax	Total = 8580.6/ 9,833.76 w/ tax
ITEMS BID	GALE SUPPLY CO.	MAINTEX	
22 X 14 X 58 TRASH LINERS	18.75 X 250 = \$4,687.50	21.87 X 25 = \$546.75	
TORK PAPER TOWEL ROLLS	54.00 X 150 = \$8,100.00	NO BID	
TM61205 BATH TISSUE	43.75 X 350 = \$15,312.50	NO BID	
15X9X32 TRASH LINERS	26.50 X 50 = \$1,325.00	27.56 X 50 = \$1,378.00	
79831 AIR FRESHENER REFILL	26.40 X 30 = \$792.00	NO BID	
GOJO HAIR&BODY SOAP	45.50 X 30 = \$1,365.00	NO BID	
LYSOL TOILET BOWL CLEANER	29.00 X 10 = \$290.00	NO BID	
CLOROX DISINFECTING SPRAY	45.99 X 20 = \$919.80	NO BID	
HAS-2070 LIQUID BLEACH	8.20 X 15 = \$123.00	NO BID	
CHM-80201 CLEANER/DEGREASER	17.50 X 10 = \$175.00	NO BID	
FINISH DISHWASHER CLEANER	28.50 X 10 = \$285.00	NO BID	
SUN-695155 WINDEX/TRIGGER	39.00 X 20 = \$780.00	NO BID	
COMET POWDER CLEANER	\$1.99 X 28 = \$55.72	NO BID	
ACS-SC300 SCRUBBER SPONGE	29.00 X 10 = \$290.00	NO BID	
BGD-687 URINAL SCREEN	10.75 X 40 = \$430.00	NO BID	
CLO-01100 TILEX SPRAY	29.50 X 5 = \$147.50	NO BID	
CLOROX DISENTECTING SPRAY	48.00 X 12 = \$200.00	NO BID	
GOJ-5263-02 CERT FOAM HAIR WASH	45.50 X 20 = \$910.00	NO BID	
GOJO FOAM ANTIBACTERIAL HANDWASH	45.99 X 20 = \$919.80	NO BID	
GOJO FOAM HANDWASH	39.00 X 20 = \$780.00	NO BID	
WHITE TRIFOLD TOWELS	19.90 X 20 = \$398.00	NO BID	
17X17 TRASH LINERS	12.99 X 20 = \$259.80	12.70 X 20 = \$254	
33X40 TRASH LINERS	28.50 X 20 = \$570.00	28.53 X 20 = \$570.60	
27X24 TRASH LINERS	29.90 X 20 = \$598.00	NO BID	
TORK HAND SOAP	57.90 X 240 = \$2,316.00	NO BID	
NON AMMONIA WAX FLOOR STRIPPER	27.00 X 10 = \$270.00	NO BID	
MIRAGE FLOOR FINISH	49.00 X 10 = \$490.00	NO BID	
EMULSION BOWL CLEANER	29.00 X 10 = \$290.00	NO BID	
LYSOL H.D. BATHROOM CLEANER	57.00 X 10 = \$570.00	NO BID	
SPEARMINT DISINFECTANT CLEANER	26.50 X 25 = \$662.50	NO BID	
CARPET SPOTTER	29.75 X 10 = \$297.50	NO BID	
NITRILE GLOVES POWDER FREE MEDIUM	47.50 X 20 = \$95.00	NO BID	
NITRILE GLOVES POWDER FREE X-LARGE	47.50 X 20 = \$95.00	NO BID	
GENLABS ECONOMY BOWL CLEANER	22.00 X 5 = \$110.00	NO BID	
Total =	44847.85/ \$49,108.39 w/ tax	Total = \$7,670.10 / \$8,398.75	

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works
Manuel Mancha, Interim Director of Planning and Community Development

SUBJECT: Professional Services Agreements for Administration of HOME/CDBG Program Services

DATE: December 19, 2018

RECOMMENDATION

It is recommended that the City Council approve a First Amendment to the Professional Services Agreements for HOME/CDBG Program services with: 1) Michael Baker International ("MBI"), and 2) Avant Garde Inc., and authorize the Acting City Manager to execute the Amendments on behalf of the City.

BACKGROUND

The Community Development Department implements various programs and projects with funds received from the Housing and Urban Development ("HUD"). Funds are received annually through the Community Development Block Grant ("CDBG") and HOME Programs. The City receives approximately \$600,000 in CDBG and approximately \$250,000 in HOME funds each year to implement programs such as: Code Enforcement, Summer Youth Employment, Projection of Affordable Housing, Home Improvement and Preservation, and Community Housing and Development Organization activities. The implementation and monitoring of such services have historically been provided by consultant services because HUD rules and guidelines are very specific and detailed and consulting firms have the necessary expertise and resources in order to ensure compliance with HUD rules.

For the past several years, the City's HUD services have been provided by Michael Baker International and Avant Garde Inc., although other consulting firms have also provided HUD services in the past.

Pursuant to the City of Montebello Municipal Code (MMC) and the fiscal policies recently adopted by City Council Resolution No. 17-40, the City's Community Development Department ("CDD") released a Request for Proposal (RFP18-22) for HOME/CDBG Program Administration on October 3, 2017. Consistent with the Municipal Code, the RFP was posted on www.PlanetBids.com and on the City's

website. The RFP included detailed information on the services needed, the scope of work, the proposal submission process, closing date and time, and other applicable submittal requirements. The RFP also included information on the City's current HUD allocation amounts (typical annual) and other information needed by consultants to submit a bid.

Two (2) electronic bids were received directly on the PlanetBid system on or before the submission deadline. No other submittals were received after the deadline. CDD has analyzed the proposals and is presenting a recommendation to the City.

Staff reviewed the two (2) responsive proposals thoroughly and found that both firms meet the qualifications as outlined in the RFP and all are capable of performing the requested services. Both MBI and Avant Garde currently provide services to Montebello for HOME and CDBG Program Administration under a specific **checks and balances** structure to ensure compliance with HUD rules. This checks and balances structure was developed as a result of HUD's audit in 2011 where the City received 31 findings. Since then, the City, with the assistance of MBI and Avant Garde, has closed a significant number of HUD findings and continues to make progress. HUD noted as part of the 2017 audit that the City has made significant progress and issued six findings which the City is working to resolve. Montebello also underwent a separate HUD environmental audit which resulted in zero environmental findings.

On December 13, 2017, Staff recommended that the City Council authorize the retention of both Avant Garde and MBI and approve separate Professional Services Agreements with each as currently structured (or the checks and balances). Having two (2) firms under contract would ensure that the City is able to provide timely and responsive services to our residents and would ensure that the City continues to work towards full HUD compliance. CDD would also assign the tasks to the firm based on their respective staffing capabilities, current workloads, costs, and timing needs.

Additionally, the agreements approved were for one (1) year with an option to extend the agreements for two (2) additional years, in one (1) year increments.

ANALYSIS

Both companies have provided excellent services to the City in the administration of the HOME/CDBG Programs. Both companies desire to continue their contractual agreement with the City and as such submitted letter of intends to exercise the extension of their respective agreements.

In reviewing the "agreement executed" in comparison to the "contract approved" by the City Council, staff notice that the option to extend the agreement was accidentally omitted from the executed agreements and as such is seeking City Council approval to amend the agreements to include this option and to clarify other items or language in the agreements.

Currently, the City is undergoing an audit of the HOME/CDBG Programs and need the assistance of these consultants to accomplish the audit in a timely manner. Therefore,

based on the excellent performance of both consultants and the need for their services during the audit, Staff is recommending that the City Council approves a Second Amendment to their existing agreements, Agreement No. 3327 (Avant-Garde) and Agreement No. 3330 (Michael Baker International).

FISCAL IMPACT

The Professional Services Agreements will be funded through the annual HOME/CDBG allocation funding. As such, there would not be a direct impact to the General Fund.

SUMMARY

The City Council will consider approving a First Amendment to the Professional Services Agreements for HOME/CDBG Program services with: 1) Michael Baker International ("MBI"), and 2) Avant Garde Inc., and authorize the Acting City Manager to execute the Amendments on behalf of the City.

ATTACHMENTS

1. Request for Proposal 18-22
2. Staff Report Dated December 13, 2017, including attached copy of proposed agreements
3. Agreement No. 3327 - Avant Garde Inc. (existing executed agreement)
4. Agreement No. 3330 - Michael Baker International (existing executed agreement)
5. Amendment No. 1 for Agreement No. 3327
6. Amendment No. 1 for Agreement No. 3330
7. Letter Requesting Agreement extension from Avant Garde Inc.
8. Letter Requesting Agreement extension from Michael Baker International

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Danilo Batson, Assistant City Manager

SUBJECT: Professional Services Agreements for Administration of HOME/CDBG Program Services

DATE: December 13, 2017

RECOMMENDATION

It is recommended that the City Council approve Professional Services Agreements for HOME/CDBG Program services with: 1) Michael Baker International ("MBI"), and 2) Avant Garde Inc., and authorize the City Manager or designee to execute the Agreements on behalf of the City.

BACKGROUND

The Community Development Department implements various programs and projects with funds received from the Housing and Urban Development ("HUD"). Funds are received annually through the Community Development Block Grant ("CDBG") and HOME Programs. The City receives approximately \$600,000 in CDBG and approximately \$250,000 in HOME funds each year to implement programs such as: Code Enforcement, Summer Youth Employment, Projection of Affordable Housing, Home Improvement and Preservation, and Community Housing and Development Organization activities. The implementation and monitoring of such services have historically been provided by consultant services because HUD rules and guidelines are very specific and detailed and consulting firms have the necessary expertise and resources in order to ensure compliance with HUD rules.

For the past several years, the City's HUD services have been provided by Michael Baker International and Avant Garde Inc., although other consulting firms have also provided HUD services in the past.

ANALYSIS

RFP Process

Pursuant to the City of Montebello Municipal Code (MMC) and the fiscal policies recently adopted by City Council Resolution No. 17-40, the City's Community Development Department ("CDD") released a Request for Proposal (RFP18-22) for HOME/CDBG Program Administration on October 3, 2017. Consistent with the

Municipal Code, the RFP was posted on www.PlanetBids.com and on the City's website. The RFP included detailed information on the services needed, the scope of work, the proposal submission process, closing date and time, and other applicable submittal requirements. The RFP also included information on the City's current HUD allocation amounts (typical annual) and other information needed by consultants to submit a bid.

Two (2) electronic bids were received directly on the PlanetBid system on or before the submission deadline. No other submittals were received after the deadline. CDD has analyzed the proposals and is presenting a recommendation to the City.

Proposals Received

Staff reviewed the two (2) responsive proposals thoroughly and found that both firms meet the qualifications as outlined in the RFP and all are capable of performing the requested services. Both MBI and Avant Garde currently provide services to Montebello for HOME and CDBG Program Administration under a specific **checks and balances** structure to ensure compliance with HUD rules. This checks and balances structure was developed as a result of HUD's audit in 2011 where the City received 31 findings. Since then, the City, with the assistance of MBI and Avant Garde, has closed a significant number of HUD findings and continues to make progress. HUD noted as part of the 2017 audit that the City has made significant progress and issued six findings which the City is working to resolve. Montebello also underwent a separate HUD environmental audit which resulted in zero environmental findings.

Below is a table of the proposed hourly billing rates:

	Avant Garde	MBI
Program Director	\$95/hr.	\$175/hr.
Program Manager	\$85/hr.	\$150/hr.
Program Assistant	\$65/hr.	\$80/hr.
Environmental Analyst	n/a	\$75/hr.
Technical & Admin.	n/a	\$60/hr.

Below is a table of the proposed CDBG/HOME Program Administration fee of each consultant to implement a \$600,000 CDBG Program budget and HOME Program budget of \$250,000. Each estimate is based on performing the work as a sole source.

	Avant Garde	MBI
CDBG Sub-Recipient	\$42,200	\$48,000
HOME Program	\$25,760	\$12,000
Housing Rehab Program	\$66,300	\$6,000

Staff recommends that the City Council authorize the retention of both Avant Garde and MBI and approve separate Professional Services Agreements with each as currently structured (or the checks and balances). Having two (2) firms under contract would ensure that the City is able to provide timely and responsive services to our residents

and would ensure that the City continues to work towards full HUD compliance. CDD would also assign the tasks to the firm based on their respective staffing capabilities, current workloads, costs, and timing needs.

Budget

The budget for the Professional Services Agreements would change year-by-year as funding is granted to Montebello by HUD. That is, HUD's funding may change from year to year and may not be the same in the future. This was the case in 2017 where Montebello received HUD funds several months late as the Federal Government was unsure how much to fund HUD.

However, HUD generally limits (or caps) administrative costs to 20% for CDBG and 10% for HOME. Below is an example of the administrative limits based on Montebello's average HUD allocation amounts:

	Est. Allocation Amount	Administrative Limit	Amount
• CDBG	\$650,000	20%	\$130,000
• HOME	\$250,000	10%	\$ 25,000

It is to be noted however, that the City of Montebello approves an Annual Action Plan that allocates CDBG and HOME funding each year. The Annual Action Plan approves the aforementioned consultant administrative expenditures (which are typically lower than the full 20% and 10% because the administrative amount pays for other services such as Fair Housing (HRC)). As such, the consultant service contract would not exceed the HUD limit, regardless of whether one or two consultants were selected.

FISCAL IMPACT

The Professional Services Agreements will be funded through the annual CDBG/HOME allocation funding. As such, there would not be a direct impact to the general fund.

SUMMARY

The City Council will consider approving Professional Services Agreements with Michael Baker International and Avant Garde Inc. for CDBG/HOME Administrative Services for a one-year term, with two one-year extension options at the sole discretion of the City.

ATTACHMENTS

1. Request for Proposal
2. Professional Service Agreement – Michael Baker International
3. Professional Service Agreement – Avant Garde Inc.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
BY AND BETWEEN

CITY OF MONTEBELLO
AND
MICHAEL BAKER INTERNATIONAL

This agreement ("Agreement") is made as of _____ by and between the CITY OF MONTEBELLO, a municipal corporation ("City") and **MICHAEL BAKER INTERNATIONAL**, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached response to Request for Proposal (Exhibit "A"); and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting 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:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on _____ (the "Commencement Date") and shall terminate one year from the effective date with the option to extend the contract for two (2) subsequent fiscal years or unless terminated by either party or parties as set forth pursuant to the provisions of this Agreement.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Consultant's Proposal for Professional Services, attached hereto as Exhibit 'A' to wit:

Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall be based on the annual HUD funding allocation for CDBG/HOME Administrative services. Each year, the City shall prepare for approval by the City Council the Annual Action Plan that allocates the Administrative Services budget. The consultant's compensation shall be set by the approved Administrative Services budget. The consultant acknowledges that the consultant is not entitled to the full amount of the Administrative Services budget in that the budget would include other consultant and program expenditures. The hourly compensation schedule shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640
Attention: City Manager

Consultant: Michael Baker International
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule and Consultant's Statement of Qualifications.

Exhibit "B": General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

City of Montebello
("CITY")

MICHAEL BAKER INTERNATIONAL
("CONSULTANT")

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold the City harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City Manager shall administer this Agreement and provide for

immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Consultant shall procure and maintain at all times during the term of this Agreement, full coverage automobile insurance, of which a copy of such policy shall be delivered to City upon demand. Consultant shall provide general liability in the amount not less than One Million Dollars (\$1,000,000.00). Moreover, consultant shall procure and keep in force for the duration of this Agreement professional liability insurance in the minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Consultant from errors and omissions, to which Consultant will deliver to City a Certificate of Insurance evidencing such insurance coverage prior to City's execution of this Agreement. Each of the policies shall be issued by an insurance company which is admitted to do business in the State of California, and name and list the City of Montebello as an additional insured. Insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City of Montebello having been afforded ten (10) days written notice prior thereto by the carrier. The Consultant agrees it will not cancel or reduce said insurance coverage. The requirement as to the types of insurance to be maintain by the Consultant are not intended to, and shall not in any manner limit Consultant's liabilities and obligation under this Agreement.

(ii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if

disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. 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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such

termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
BY AND BETWEEN

CITY OF MONTEBELLO
AND
AVANT GARDE INC.

This agreement ("Agreement") is made as of _____ by and between the CITY OF MONTEBELLO, a municipal corporation ("City") and **AVANT GARDE INC.**, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached response to Request for Proposal (Exhibit "A"); and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting 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:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on _____ (the "Commencement Date") and shall terminate one year from the effective date with the option to extend the contract for two (2) subsequent fiscal years or unless terminated by either party or parties as set forth pursuant to the provisions of this Agreement.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Consultant's Proposal for Professional Services, attached hereto as Exhibit 'A' to wit:

Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall be based on the annual HUD funding allocation for CDBG/HOME Administrative services. Each year, the City shall prepare for approval by the City Council the Annual Action Plan that allocates the Administrative Services budget. The consultant's compensation shall be set by the approved Administrative Services budget. The consultant acknowledges that the consultant is not entitled to the full amount of the Administrative Services budget in that the budget would include other consultant and program expenditures. The hourly compensation schedule shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City:	City of Montebello 1600 West Beverly Blvd. Montebello, CA 90640 Attention: City Manager
Consultant:	Avant Garde Inc. 3670 W. Temple Avenue Ste. 278 Pomona, CA 91768

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule and Consultant's Statement of Qualifications.

Exhibit "B": General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

City of Montebello
("CITY")

AVANTE GUARDE, INC.
("CONSULTANT")

Date: _____

Date: _____

ATTEST:

Daniel Hernandez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold the City harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City Manager shall administer this Agreement and provide for

immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Consultant shall procure and maintain at all times during the term of this Agreement, full coverage automobile insurance, of which a copy of such policy shall be delivered to City upon demand. Consultant shall provide general liability in the amount not less than One Million Dollars (\$1,000,000.00). Moreover, consultant shall procure and keep in force for the duration of this Agreement professional liability insurance in the minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Consultant from errors and omissions, to which Consultant will deliver to City a Certificate of Insurance evidencing such insurance coverage prior to City's execution of this Agreement. Each of the policies shall be issued by an insurance company which is admitted to do business in the State of California, and name and list the City of Montebello as an additional insured. Insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City of Montebello having been afforded ten (10) days written notice prior thereto by the carrier. The Consultant agrees it will not cancel or reduce said insurance coverage. The requirement as to the types of insurance to be maintain by the Consultant are not intended to, and shall not in any manner limit Consultant's liabilities and obligation under this Agreement.

(ii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents,

discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. 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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3327
BY AND BETWEEN

CITY OF MONTEBELLO

AND

AVANT GARDE INC.

This agreement ("Agreement") is made as of December 14, 2017 by and between the City of Montebello, a municipal corporation ("City") and AVANT GARDE INC. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide for the Community Development Department, HUD related project management and funding compliances consulting services to the City as set forth in the attached Exhibit "A;" and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education, certification, license, 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:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on December 14, 2017 (the "Commencement Date") and shall terminate effective November 13, 2018 or unless terminated by either party or

parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within 30-days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed One Hundred Thirty-Eight Thousand Three Hundred Twenty Dollars (\$138,320). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: Avant Garde Inc.
Ana Marie LeNoue
3670 W. Temple Avenue, Suite 278
Pomona, CA 91768

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

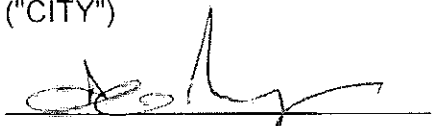
Exhibit "A": Scope of Services, Time of Performance and Compensation

Schedule.

Exhibit "B": General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")



Andrew Pasmant
Acting City Manager

AVANT GARDE INC
("CONSULTANT")



Ana Marie LeNoue
President

Date: 8/13/2018

Date: 8/9/18

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES, TIME OF PERFORMANCE AND COMPENSATION SCHEDULE

GENERAL SCOPE OF WORK

Pursuant to the Request for Proposals (RFP) Avant-Garde is committed to providing the scope of services outlined in the RFP which includes but is not limited to the following:

1. Under general direction from the Director of Planning and Community Development, be responsible for the timely preparation and processing through HUD of all the documents related to the CDBG and HOME Programs including grant applications, plans, programming and fiscal reports.
2. Be responsible for data gathering and analysis; public outreach and hearings; overseeing and evaluating the design and implementation of all grant-supported programs and activities; preparing pertinent policy recommendations and implementing programmatic activities as needed.

In addition, based on our experience it is anticipated that the following items will also be required:

1. Housing Rehabilitation Services:
 - a. Administer and implement the City's funded Housing Rehabilitation programs which includes:
 - i. Collecting data and preparing necessary reports for the City and HUD.
 - ii. Ensure all required documentation is present in client files, e.g. historical review and lead based paint notification.
 - b. Review of income documentation.
 - c. Meet with applicants, review and approve program participation.
 - d. Perform initial field inspection of properties for which rehabilitation assistance is requested.
 - e. Prepare written inspection reports and cost estimates connected with the above inspection.
 - f. Prepare loan document and/or document for approval of grants or rebates.
 - g. Conduct bid process procedures, review of bids, selection of contractors, and staff, as appropriate.
 - h. Arrange pre-construction meetings with contractors, property owners, and staff, as appropriate.
 - i. Conduct progress inspections and recommend approval of progress payments.
 - j. Conduct final inspection.
 - k. Provide progress and/or activity reports and complete projects in a timely manner.
2. Ongoing Administration of HUD programs

- a. Prepare Environmental Reviews (up to level of Environmental Assessment) for all activities;
 - b. Prepare agreements, including sub-recipient agreements, MOUs and housing agreements;
 - c. Assist in department budget preparation;
 - d. Financial management responsibilities, including preparing draw requests;
 - e. Contract administration and monitoring of sub-recipients and housing projects.
3. Maintain Project Filing System and Documentation Checklists.
4. Respond to public inquiries regarding HUD programs.
5. Respond to HUD letters and/or memorandums as needed.
6. CDBG Administrative Services:
 - a. Coordinate with City staff to gather all necessary documentation for HUD program monitoring and audit preparation.
 - b. Provide CDBG financial management assistance.
 - c. Act as City's liaison and representative to facilitate communication between the City and HUD as well as represent the City at community meetings, City Council, meetings with staff, or workshops as needed or directed.
 - d. Ensure administration and compliance with all applicable federal, state, and local laws, rules, regulations, and policies including national objectives as required by HUD.
 - e. Maintain case files including but not limited to application and documentation of eligibility, work write-ups, documents on all necessary licenses and permits, site visit/inspection reports, invoices for payment. Maintain these and other program and financial records in accordance with CDBG record keeping requirements as specified.
7. Program Evaluation Report: provide City staff with a comprehensive evaluation report on the City's compliance with HUD regulations. Report will include the status of all City programs, any lapses in program implementation, and recommendations for ensuring compliance with HUD requirements.
8. Technical assistance to update and/or amend and to obtain HUD approval of Consolidated Plan, Action Plan, Citizen Participation Plan, Consolidated Annual Performance and Evaluation Report, and other applicable planning, participation, and reporting documents as required by HUD.
9. Technical assistance in the review of private-public partnerships, site and neighborhood standards, income determinations, and similar program criteria.
10. Technical assistance with updating the Montebello Housing and Grants Policies and Procedures as needed.

11. Determining eligible and ineligible CDBG and HOME activities such as eligible project cost, eligible administrative and planning cost, and similar program criteria.
12. Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering.
13. Technical assistance on other federal requirements including: affirmative marketing, minority outreach, environmental review, displacement, relocation, acquisition, opportunity, disclosure requirements, debarred, suspended, or ineligible contractors, and drug-free work place.
14. Program Administration Support: CDBG and HOME agreements, program Integrated Disbursement Information System (IDIS), program income, inspections, audit, close-out, record-keeping, and performance reports.
15. Assist in the preparation of all required HUD reports such as the Annual Action Plan and CAPER.
16. Attend necessary City Council and/or Public Hearings and respond to HUD follow-up questions needed to receive necessary HUD approvals.
17. Update and maintain the City's project and activity information provided to HUD's mainframe IDIS system.
18. Train City Staff on IDIS and HUD regulations and requirements as needed.
19. Gather available and necessary documents for HUD audits, and prepare the follow-up correspondence.
20. Technical expertise in responding to any HUD audit findings and/or concerns, take corrective actions, answer questions, and follow up with any other information as requested and/or needed.
21. Provide a high standard of care and support to internal customers (such as City elected officials and staff) and external customers (such as residents, business owners, contractors, developer and staff from municipal, state and federal agencies).
22. Day-to-day administration, consultation, and coordination with HUD; advise staff of federal and state program compliance issues; prepare amendments to Consolidated Plan; recommend approval of HUD allowed expenditures; recommend updates for housing rehabilitation program and other programs' brochures, forms, and other reference material.

SECTION 8. COST PROPOSAL

Avant-Garde will perform the scope of work outlined above at the not-to-exceed fee amount of \$138,260 inclusive of all program management services and preparation of reports required to be submitted to HUD on an annual basis.

Discounted Hourly Rates

Program Director \$95

Program Manager \$85

Program Assistant \$65

The rates provided herein shall remain constant for a three (3) year period.

The following recommendations reflect a not-to-exceed fee per task, and may be subject to negotiation upon request. Furthermore, hours may be interchanged amongst tasks based on availability of City funds.

<u>Task</u>	<u>Assigned</u>	<u>Hours</u>	<u>Cost</u>
CDBG Program Management	Director	400	\$38,000
	Manager	20	\$1,700
	Assistant	100	<u>\$6,500</u>
SUB-TOTAL			\$46,200
Administration of HOME program	Director	200	\$19,000
	Assistant	104	<u>\$6,760</u>
SUB-TOTAL			\$25,760
Manage Housing Rehab Program	Manager	780	\$66,300

Note that hours may be changed amongst staff based on the needs identified and availability of City funds. No additional costs will be billed to the City such as travel, duplication of materials, binding, mailing, etc.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold the City harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City Manager shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Consultant shall procure and maintain at all times during the term of this Agreement, full coverage automobile insurance, of which a copy of such policy shall be delivered to City upon demand. Consultant shall provide general liability in the amount not less than One Million Dollars (\$1,000,000.00). Moreover, consultant shall procure and keep in force for the duration of this Agreement professional liability insurance in the minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Consultant from errors and omissions, to which Consultant will deliver to City a Certificate of Insurance evidencing such insurance coverage prior to City's execution of this Agreement. Each of the policies shall be issued by an insurance company which is admitted to do business in the State of California, and name and list the City of Montebello as an additional insured. Insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City of Montebello having been afforded ten (10) days written notice prior thereto by the carrier. The Consultant agrees it will not cancel or reduce said insurance coverage. The requirement as to the types of insurance to be maintain by

the Consultant are not intended to, and shall not in any manner limit Consultant's liabilities and obligation under this Agreement.

(ii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. 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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon

receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3330
BY AND BETWEEN

CITY OF MONTEBELLO

AND

MICHAEL BAKER INTERNATIONAL

This agreement ("Agreement") is made as of December 13, 2017 by and between the City of Montebello, a municipal corporation ("City") and MICHAEL BAKER INTERNATIONAL ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide for the Community Development Department, HUD related project management and funding compliances consulting services to the City as set forth in the attached Exhibit "A;" and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education, certification, license, 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:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on December 14, 2017 (the "Commencement Date") and shall terminate effective November 13, 2018 or unless terminated by either party or

parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within 30-days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed Sixty Thousand (\$60,000) Dollars. Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: Michael Baker International
Albert V. Warot
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806

6. Exhibits.

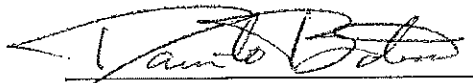
All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

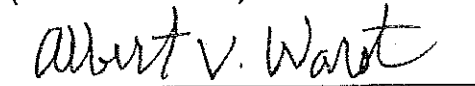
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")



Danilo Batson
Assistant City Manager

Michael Baker International
("CONSULTANT")

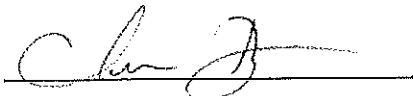


Albert V. Warot
Associate Vice President

Date: 2-22-18

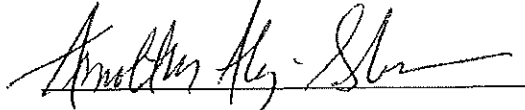
Date: 3/7/18

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE**

**CITY OF MONTEBELLO
FISCAL 2017 – 2018
MICHAEL BAKER INTL.
SCOPE OF SERVICES**

I. CONSULTANT'S DUTIES

Consultant shall perform the following duties:

A. General Duties

1. Consultant shall assign Damien Delany with assistance from Consultant's staff, to perform all services described in this Agreement.
2. Manage all components of City's Community Development Block Grant ("CDBG") and HOME Investment Partnership ("HOME") Program ("Programs") as listed in the following tasks. Carry out scope of services in conjunction with City direction, input, and review.
3. Consultant shall meet with City's representative regularly to provide updates on the progress of the Programs and to ensure proper administration and implementation of the Programs under the Agreement.

B. CDBG/HOME Administration

1. Prepare the Annual Action Plan ("Plan") and perform tasks associated with the development of the Plan including, but not limited to, setting public hearings, publishing public hearing notices and distributing/displaying the Plan for public viewing.
2. Prepare staff reports and presentation materials for the public hearings at least twice a year, and attend public hearings with City staff.
3. Prepare the Consolidated Annual Performance and Evaluation Reporting Narrative and Grantee Performance Reports ("CAPER/GPR"), prepare and publish the advertisement for the CAPER/GPR and make the reports available for public viewing. Prepare the HUD Section 3 Summary Report (HUD Form 60002) for inclusion in the CAPER/GPR.
4. Update the Integrated Disbursement and Information System ("IDIS") as needed, set up activities (including, but not limited to, the Housing

Improvement Program, Administration, Public Service Agency Funding Program, and Capital Improvement Projects) on a fiscal year basis, and close out activities after the final draw down of grant funds from the City HUD account for the fiscal year. Provide IDIS reports as necessary or as requested by City staff.

5. Prepare drawdown vouchers for City approval for funding quarterly through IDIS, based on program expenditures recorded in the City's financial system. Maintain an ongoing record of draws for each activity. Work with the City's Financial Services Department to determine the final draw amount for the fiscal year.
6. Reconcile Program financial information maintained on the IDIS System with Program financial information maintained on the City's System. Provide reconciliation to the City upon City's request.
7. Prepare the quarterly Federal Financial Report for the City Manager's signature.
8. Prepare the Minority Business Enterprise Contract and Subcontract Activity Report (HUD Form 2516), for submission to HUD. Monitor and record loan repayments made under the Housing Rehabilitation Deferred Payment Loan Program, Redevelopment Deferred Payment Loan Program, Rental Rehabilitation Program. Maintain existing history reports in Excel format for the City auditor.
9. Develop and maintain all necessary Program documentation for HUD monitoring and for the City's Single Audit.
10. Assist federal HUD monitors during Program performance reviews, and assist City auditors during the Single Audit.
11. Ensure adherence with all Program and City regulations and procedures.
12. Work with City staff to develop a task timeline for the above duties.

Compensation

Michael Baker is proposing to provide the services requested by the City on our hourly basis, for not-to-exceed fees. The hourly rates for the personnel to be assigned to the City of Montebello are as follows:

Staff Member	Hourly Rate
Albert Warot, Project Director	\$175.00
Damien Delany, Project Manager	\$150.00
Armond Bryant, Assistant Project Manager	\$80.00
Lena Freij, Environmental Analyst	\$75.00
Other technical and administrative support staff	\$60.00

The hourly rates quoted above are fully burdened and include salaries, benefits, insurance, and other office overhead costs. Invoices presented to the City will contain an itemized description of the work performed and the date and amount for each charge. Charges will be itemized by task and identified as eligible under general grant administration or activity delivery in the case of the HOME-funded housing rehabilitation program. Michael Baker will invoice monthly.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold the City harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

2. Standard of Performance

A. Consultant shall perform all work to the generally accepted professional standards of Consultant's profession and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City Manager shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Consultant shall procure and maintain at all times during the term of this Agreement, full coverage automobile insurance, of which a copy of such policy shall be delivered to City upon demand. Consultant shall provide general liability in the amount not less than One Million Dollars (\$1,000,000.00). Moreover, consultant shall procure and keep in force for the duration of this Agreement professional liability insurance in the minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Consultant from errors and omissions, to which Consultant will deliver to City a Certificate of Insurance evidencing such insurance coverage prior to City's execution of this Agreement. Each of the policies shall be issued by an insurance company which is admitted to do business in the State of California and, except for professional liability, named and list the City of Montebello as an additional insured. Insurance policies shall provide that the insurance coverage shall not be cancelled by the insurance carrier without the City of Montebello having been afforded ten (10) days written notice prior thereto by the carrier. The Consultant agrees it will not cancel or

reduce said insurance coverage. The requirement as to the types of insurance to be maintain by the Consultant are not intended to, and shall not in any manner limit Consultant's liabilities and obligation under this Agreement.

(ii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed or canceled by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via mail addressed to "City Clerk," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's commercial general liability and automobile insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Consultant shall not be held liable for any modification or re-use of the City-owner materials for purposes outside this Agreement.

7. Conflict of Interest.

A. 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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's

obligation to pay Consultant shall be limited to payment only for those services rendered in compliance with the terms of this Agreement prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts

for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. However, in the event that the Consultant becomes aware of a conflict between such laws, ordinances, codes, and regulations, Consultant shall notify the City, and the parties shall work cooperatively to resolve such conflict. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and

consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT NO. 3327
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
AVANT GARDE INC.**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3327 (this "Amendment"), is entered into this 19th day of December, 2018 by and between the **CITY OF MONTEBELLO** (the "City") and AVANT GARDE INC. ("Consultant"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Professional Services Agreement No. 3327, dated December 14, 2017 (the "Agreement"), pursuant to which City retained Consultant to provide services related to the Community Development Department and HUD-related project management and funding compliance;

WHEREAS, the City Council approved the Agreement to include an initial one-year term with an option to extend the Agreement's term for a maximum of two (2) one-year intervals, at the City's sole discretion; and

WHEREAS, due to a clerical error, the initial term of the Agreement expires November 13, 2018, and does not include any express extension authority; and

WHEREAS, Consultant requests a one-year extension of the Agreement in accordance with the City Council's initial approval of the Agreement; and

WHEREAS, the Agreement provides that the Parties may amend the Agreement subject to a writing appropriately signed by both Parties and expressly referencing the Agreement; and

WHEREAS, the Parties being mutually satisfied with their respective performance under the Agreement, desire to extend the initial term of the Agreement until December 13, 2019 on the terms and conditions set forth herein this Amendment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended and now terminates on December 13, 2019, unless terminated earlier by either Party as set forth pursuant to the provisions of the Agreement.
2. **Compensation.** In consideration for Consultant continuing to provide those services and perform its obligations outlined in the Agreement, the City shall pay to the Consultant, in combination with amounts previously paid under the Agreement, a cumulative amount not to exceed two hundred seventy-six

thousand and six hundred forty dollars (\$276,640.00), for the duration of the Agreement as amended by this Amendment ("Compensation"). This Compensation represents the not-to-exceed amount within Section 3 of the Agreement, but is multiplied by two to account for the two-year term now approved by both Parties with this Amendment.

3. **Remainder of Agreement Effective.** All other terms and conditions of the Agreement shall remain in full force and effect, except as otherwise expressly stated in this Amendment.

IN WITNESS WHEREOF, this Amendment is signed by the Parties hereto as of the day and year first set forth above.

CITY OF MONTEBELLO

AVANT GARDE INC.

Andrew Pasmant
Acting City Manager

Ana Marie LeNoue
President

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

**FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT NO. 3330
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
MICHAEL BAKER INTERNATIONAL**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3330 (this "Amendment"), is entered into this 19th day of December, 2018 by and between the **CITY OF MONTEBELLO** (the "City") and **MICHAEL BAKER INTERNATIONAL** ("Consultant"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Professional Services Agreement No. 3330, dated December 14, 2017 (the "Agreement"), pursuant to which City retained Consultant to provide services related to the Community Development Department and HUD-related project management and funding compliance;

WHEREAS, the City Council approved the Agreement to include an initial one-year term with an option to extend the Agreement's term for a maximum of two (2) one-year intervals, at the City's sole discretion; and

WHEREAS, due to a clerical error, the initial term of the Agreement expires November 13, 2018, and does not include any express extension authority; and

WHEREAS, Consultant requests a one-year extension of the Agreement in accordance with the City Council's initial approval of the Agreement; and

WHEREAS, the Agreement provides that the Parties may amend the Agreement subject to a writing appropriately signed by both Parties and expressly referencing the Agreement; and

WHEREAS, the Parties being mutually satisfied with their respective performance under the Agreement, desire to extend the initial term of the Agreement until December 13, 2019 on the terms and conditions set forth herein this Amendment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended and now terminates on December 13, 2019, unless terminated earlier by either Party as set forth pursuant to the provisions of the Agreement.
2. **Compensation.** In consideration for Consultant continuing to provide those services and perform its obligations outlined in the Agreement, the City shall pay to the Consultant, in combination with amounts previously paid under the Agreement, a cumulative amount not to exceed one hundred twenty thousand

dollars (\$120,000.00), for the duration of the Agreement as amended by this Amendment ("Compensation"). This Compensation represents the not-to-exceed amount within Section 3 of the Agreement, but is multiplied by two to account for the two-year term now approved by both Parties with this Amendment.

3. **Remainder of Agreement Effective.** All other terms and conditions of the Agreement shall remain in full force and effect, except as otherwise expressly stated in this Amendment.

IN WITNESS WHEREOF, this Amendment is signed by the Parties hereto as of the day and year first set forth above.

CITY OF MONTEBELLO

MICHAEL BAKER INTERNATIONAL

Andrew Pasmant
Acting City Manager

Albert V. Warot
Associate Vice President

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AVANT GARDE

October 30, 2018

Danilo Batson
Assistant City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Avant Garde Contract Extension

Dear Mr. Batson,

Avant-Garde is thankful for the opportunity to serve the Montebello community by providing comprehensive CDBG and HOME program management and funding compliance services.

I am writing to request the first one-year extension to our Agreement No. 3327. Attached for your convenience is a scan of the fully executed agreement dated August 13, 2018. In accordance with the parameters outlined in the RFP and authorized by federal guidelines, the contract was to extend for a period of 3 years with up to two (2) one-year extension at the discretion of the City.

Feel free to contact me if you have any questions or if I can be of assistance. I look forward to hearing back from you on this matter.

Sincerely,



Ana Marie LeNoue
President

cc: Lissette Calleros, Vice President

October 25, 2018

Mr. Andrew Pasmant, Acting City Manager
CITY OF MONTEBELLO
1600 W. Beverly Boulevard
Montebello, CA 90806

RE: **Extension of Agreement for Community Development Block Grant and HOME Administration Services**

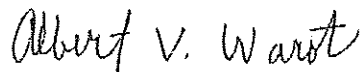
Dear Mr. Pasmant:

On October 17, 2017, Michael Baker International (Michael Baker) submitted a proposal to provide CDBG and HOME administration services to the City of Montebello. The proposal was submitted in response to a Request for Proposals (RFP) issued by the City for such services. The RFP clearly stated the City's intent that any resulting contract for CDBG and HOME administration services will be for a three-year time period with the option for up to two (2) one-year extensions at the sole and absolute discretion of the City.

On December 13, 2017, Michael Baker was awarded a contract by the City of Montebello (Professional Services Agreement 3330) to provide CDBG and HOME administration services. The term of the agreement was through November 13, 2018 and will expire on that date unless extended by the City. Therefore, Michael Baker is requesting that the City extend the term of Agreement 3330 for one year, through November 14, 2019, consistent with the City's intent expressed in the RFP and based on Michael Baker's performance. The scope of services and compensation would be the same as for the past year and all other provisions of the agreement would remain in full force and effect.

The granting of this request can be acknowledged by signing in the space provided below.

Respectfully submitted,



Albert V. Warot
Associate Vice President

Approval and Authorization to Proceed

City of Montebello

Date

**City of Montebello
REQUEST FOR PROPOSALS
FOR (RFP) FOR PROFESSIONAL SERVICES
FOR ADMINISTRATION OF HOME/CDBG PROGRAMS
RFP No. 18-22**

SUBMISSION DEADLINE: October 17, 2017

INTRODUCTION

Through this Request for Proposal (“RFP”) and evaluation process, the City of Montebello is seeking qualified consultant(s) to provide professional services associated with the administration and implementation of the City’s Federal Grant Programs. Montebello, as an Entitlement City, is an annual recipient of Community Development Block Grant Program (CDBG) and HOME Program funds from the U.S. Department of Housing and Urban Development (“HUD”).

The City receives approximately \$600,000 in CDBG and \$250,000 in HOME funds each year to implement the following activities and programs: Code Enforcement, Summer Youth Employment, Production of Affordable Housing, Home Improvement and Preservation, and Community Housing and Development Organization activities.

The proposals are due no later than October 17, 2017 by 3:00 p.m.

BACKGROUND

The City of Montebello is a general law city in Los Angeles County, California, located in the southwestern region of the San Gabriel Valley, 8 miles east of downtown Los Angeles. The City is surrounded by the City of Rosemead and unincorporated County areas to the north; by the Whittier Narrows Dam Recreation Area and Pico Rivera to the east; by Pico Rivera and Commerce to the south; and by Commerce and unincorporated East Los Angeles to the west. According to the United States Census Bureau, as of July 1, 2016, the City has an estimated population of approximately 63,335.

The City utilizes a City Council/City Manager form of government. The City Council provides political leadership and policy direction, and the City Manager works under the direction of the City Council and functions as the Manager of the City employees and department heads. All City elections are governed by the California Elections Code.

OBJECTIVE

It is the objective of this RFP to solicit proposals from qualified and interested professional consultants to provide professional services associated with the administration and implementation of the City’s Federal Grant Programs (CDBG and HOME funds).

SCOPE OF SERVICE

Project tasks include, but are not limited to:

- 1) Under general direction from the Director of Planning and Community Development, the selected consultant will be responsible for the timely preparation and processing through HUD of all the documents related to the CDBG and HOME Programs including grant applications, plans, programmatic and fiscal reports.
- 2) The selected consultant shall be responsible for data gathering and analysis; public outreach and hearings; overseeing and evaluating the design and implementation of all grant-supported programs and activities; preparing pertinent policy recommendations, and implementing programmatic activities as needed.

STAFF CONTACT

The contact person or proposal facilitator for this RFP is provided below:

City of Montebello
Attn: Ben Kim, Director of Planning & Community Development
1600 West Beverly Blvd.
Montebello, CA 90640
Phone Number: (323) 887-1365

All questions shall be submitted in writing through Planet Bids section on “Q&A”.

LENGTH OF CONTRACT

The contract for CDBG and HOME administration services will be for a three-year time period with the option for up to two (2) one-year extensions at the sole and absolute discretion of the City.

CITY'S RESPONSIBILITY

Upon awarding of the contract, the City shall provide the selected consultant with any pertinent ordinances and resolutions or any other information mutually agreed upon that will assist the consultant with the completion of the contract requirements.

PROPOSAL CONTENT/FORMAT

The consultant shall submit a comprehensive proposal, as follows:

1. Cover letter.
2. Name and address of consultant (please include address of local office, if applicable).
3. The principle contact person that the consultant will assign to the Montebello account.
4. A description of your understanding of the project.
5. An outline showing tasks and times frames to ensure completion and submittal of the document prior to the Federal deadline (Action Plan, Consolidated Annual Performance Evaluation Report, and Assessment of Fair Housing).

6. Experience and qualifications of the consultant and management team, including a description of relevant similar projects. The City reserves the right to reject any of the firm's consultants or management team. After the proposal deadline, substitution of consultants and management team may only be made with the permission of the City.
7. A reference list of at least three (3) other public agencies, including contact person's name and phone number, who the consultant currently provides HUD services to.
8. A list of any pending or previous litigation over the past five (5) years related to your firm's work, and the outcome of any closed claims or cases.
9. Total annual project costs to the City, including a breakdown of costs by task and hourly rates.

The consultant acknowledges that submittal of a proposal constitutes acceptance of and a willingness to comply with all of the terms, conditions and criteria contained within this RFP. Proposals not in compliance with the terms and conditions contained herein may be cause for rejection. The City reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission due date. Such changes or interpretations will be in the form of an addendum.

PROPOSAL EVALUATION AND CRITERIA

Proposals will be evaluated on the proposer's ability to provide services that meet the requirements set forth in this RFP. The City reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The proposer shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all of the proposers submitting a proposal may be requested if deemed necessary to fully understand and evaluate the proposer's capabilities and qualifications.

The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation. The final selection of the consultants will be based on the following criteria:

1. Understanding the scope of work.
2. Quality of proposal.
3. Ability of the consultant to provide the full range of requested services.
4. Demonstrated professional skills and credentials of staff to be assigned to this agreement.
5. Related experience of firm.
6. Consultant's ability to execute the contract in a timely manner
7. References.

8. Cost as compared to related service requirements (lowest cost will not be the sole determining factor).

The award of a contract will be based on a combination of the aforementioned criteria and costs.

DISCRETION AND LIABILITY WAIVER

1. Proposers shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the City's discretion.
2. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.
3. Proposers shall prepare and develop proposals at their sole cost and expense.
4. The City makes no representations of any kind that an award of a contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
5. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.
6. A proposal may be modified or withdrawn in person at any time before the scheduled due date, provided a receipt for the withdrawn proposal signed by the proposer's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.
7. The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project.
8. The City may, in the evaluation of proposals, request clarification from proposers regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
9. By submitting a proposal in response to this RFP, the consultant accepts the evaluation process, acknowledges and accepts that determination will require subjective judgments by the City, and waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.
10. The City of Montebello expects the highest level of ethical conduct from proposers, including adherence to all applicable laws and local ordinances regarding ethical behavior.

11. If an agreement cannot be reached with the highest ranked proposer, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest ranked proposer.
12. Finalists in the selection process may be asked to attend an interview once the RFP process is complete.
13. Acceptance of any proposal is contingent upon the proposer's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City's Municipal Code.

All proposals submitted shall be binding for 90 days from the date of submittal.

EX PARTE COMMUNICATIONS

Consultants and Consultant' representatives should not communicate with the City Council members about this RFP. In addition, Consultants and Consultant' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Consultants and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Consultant" or "Consultant's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Consultant's proposal, and any individual or entity who has been requested by the Consultant to contact the City on the Consultant's behalf.

DRAFT AGREEMENT

Included with this RFP as "Attachment A" is a draft of the Professional Services Agreement that will be utilized for this contract. Consultants are asked to review the draft agreement and note any objections and/or corrections as part of their proposal submittal and to pay particular attention to the insurance requirements specified in the agreement. It should be noted that this Agreement is subject to change and revision pursuant to review by the City Attorney.

The proposal process, contract negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Consultants should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City's needs and objectives and scope of work.

DIRECTIONS FOR SUBMITTAL OF PROPOSAL

Deadline: Proposals must be received no later than October 17, 2017 by 3:00 p.m.

Location: <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

All Prospective Bidders must register to bid through the Planet Bids Vendor Portal found on the City of Montebello's website at the link provided above. There are no fees to register and bid on this RFP.

All proposals shall be submitted electronically via Planet Bids as described above.

Any questions on this RFP shall be submitted via Planet Bids section on “Q&A.”

“ATTACHMENT A”

**CITY OF MONTEBELLO
STANDARD PROFESSIONAL SERVICES AGREEMENT
(Sample)**

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew Pasmant, Acting City Manager
BY: Fernando Pelaez, Fire Chief
SUBJECT: Recommendation for the Purchase of a Type I Fire Engine
DATE: December 19, 2018

RECOMMENDATION

That the City Council approve the purchase of a new Type I Fire Engine, utilizing a cooperative purchasing agreement or "piggy-back", on or of the Los Angeles County Fire Departments' (County)'s bid award to Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) of Pennsylvania, in the amount of \$637,567.03, and allow the Acting City Manager to exercise the written agreement in substantially the same form as the original competitively bid agreement between the County and KME as approved by our City Attorney's Office. This recommended approval requires a four/fifths (4/5) vote to dispense with the City Municipal Code's competitive bidding procedures upon a finding that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same pursuant to Municipal Code section 3.20.050(C).

BACKGROUND

In January 2018, the Los Angeles County Fire Department developed a specification for a series of twelve new Type I Fire Engines that were to be built. This specification is consistent with the specification developed by the Montebello Fire Department. The specification was then bid on by different vendors, including Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus), which is now considered the replacement make of Type I Fire Engines to be utilized in the Montebello Fire Department (as we currently have two such apparatus in front line service at Fire Station 55 and 57). In March 2018, the Los Angeles County Fire Department awarded a contract to Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) to build the twelve new Type I Fire Engines, in the amount of \$557,180.00, plus sales tax (total cost of \$610,112.10) each. On September 10, 2018, the Montebello Fire Department received a quote for the same Type I Fire Engine, with an opportunity to receive the price from Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) if purchased by September 16, 2018. As this was not realistic, the Montebello Fire Department requested the quote to include a price for a time period after September 16, 2018. The Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) provided the

Montebello Fire Department a quote that was about 4.5% higher (due to the cost of materials), at \$637,567.03, including sales tax. With recent notice provided by Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus), we have been advised that after January 01, 2019, the price will increase again.

ANALYSIS

This recommended approval requires a four/fifths (4/5) vote to dispense with the City Municipal Code's competitive bidding procedures upon a finding that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same pursuant to Municipal Code section 3.20.050(C). Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) is considered a premier fire apparatus and is the current make of our two most recent fire apparatus purchases, and the apparatus committee has chosen this make as the most desirable and dependable fire apparatus for the Montebello Fire Department fleet. Given the proposed increase in cost on January 01, 2019, the Montebello Fire Department finds it prudent to move forward with the purchase of the new Type I Fire Engine manufactured by Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus), which was already competitively bid by the County. Lastly, this purchase would save the City significant time and money by avoiding the implementation of a formal bid process that will only produce bids at a higher dollar amount.

FISCAL IMPACT

The lease purchase of this Type I Fire Engine was budgeted, and would not require a budget appropriation. This was budgeted for the Fiscal Year 2017/2018, and the purchase did not take place, as the Montebello Fire Department was developing the specification for the bid. The amount was budgeted again in Fiscal Year 2018/2019, at which time the ability to participate in a cooperative purchase agreement or "piggy-back" scenario arose. The annual lease amount will continue to be budgeted in the future departmental budget, in order to cover the cost of the apparatus.

SUMMARY

That the City Council approve the purchase of a new Type I Fire Engine, utilizing a cooperative purchasing agreement or "piggy-back", on or of the Los Angeles County Fire Departments' bid award to Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) of Pennsylvania pursuant to Municipal Code section 3.20.050(C), in the amount of \$637,567.03, and allow the Acting City Manager to exercise the written agreement in substantially the same form as the original competitively bid agreement between the County and KME as approved by our City Attorney's Office.

ATTACHMENTS

Resolution Approving the Fire Engine Purchase

Los Angeles County Fire Department-Apparatus Specification (Available in City Clerk's Office)
Los Angeles County Fire Department-Purchase Order/Big Award
Montebello Fire Department-Proposal/Quote

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, APPROVING THE PURCHASE OF
A TYPE I FIRE ENGINE PURSUANT TO MONTEBELLO
MUNICIPAL CODE SECTION 3.20.050(C)**

WHEREAS, the City of Montebello Fire Department (the “Fire Department”) desires to purchase a Type I fire engine in the amount of \$637,567.03 by “piggybacking” off of the Los Angeles County Fire Department’s bid award to Kovatch Mobile Equipment Corporation, based on the Los Angeles County Fire Department’s fire engine specifications which reflect the Fire Department’s specifications for its fire engines (“Fire Engine”); and

WHEREAS, the Los Angeles County Fire Department’s bid award to Kovatch Mobile Equipment Corporation was a result of competitive bidding in accordance with the Los Angeles County’s procurement procedures; and

WHEREAS, the City of Montebello (the “City”) does not currently have any express piggybacking provisions within its City Municipal Code, but is exempt from following its otherwise applicable competitive bidding requirements for any purchase that qualifies under City Municipal Code section 3.20.050(C); and

WHEREAS, City Municipal Code section 3.20.050(C) authorizes the City to dispense with otherwise applicable competitive bidding procedures for, and approve, a purchase when the City Council determines upon a four-fifths (4/5) vote to find that it would be impractical, useless, and/or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same;

WHEREAS, based on information presented for the December 19, 2018 City Council meeting, the City Council finds that following the otherwise applicable competitive bidding procedures for the purchase of the Fire Engine would be impractical, useless, and/or uneconomical in this instance, and that the welfare of the public would be promoted by dispensing with the same.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, DECLARES, AND DETERMINES AS FOLLOWS:**

SECTION 1. RECITALS. The above recitals are true and correct and incorporated herein.

SECTION 2. APPROVED PURCHASE. Pursuant to Montebello Municipal Code section 3.20.050(C), the City Council approves the purchase of the Fire Engine, and

authorizes the Acting City Manager to exercise the written agreement for the approved purchase in substantially the same form as the original purchase agreement between Los Angeles County Fire Department and Kovatch Mobile Equipment Corporation, as approved by the Montebello City Attorney's Office.

SECTION 3. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 5. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective 45 days after the adoption of Ordinance ____, which adds Chapter 17.77 to the Montebello Municipal Code.

PASSED, APPROVED and ADOPTED this 19th day of December 2018 by the following vote:

AYES:

NOES:

Jack Hadjinian, Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman,
City Attorney

Irma Barajas
City Clerk



LOS ANGELES COUNTY
FIRE DEPARTMENT
PURCHASE ORDER



FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf				ORDER NUMBER PO-FR-18323646-1		AWARD DATE 03/12/18																	
BILL TO: FIRE DEPARTMENT FIRE-INVOICESUBMISSION@FIRE.LACOUNTY.GOV Financial Management PO Box 910901 Commerce CA 90091				ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact : Marnica Valencia Phone : 323-267-2288 Email : mvalencia@isd.lacounty.gov																			
VENDOR NAME, STREET, CITY, STATE, ZIP CODE: KOVATCH MOBILE EQUIPMENT CORP KME FIRE APPARATUS 1 INDUSTRIAL COMPLEX NESQUEHONING PA 18240-1420				SHIP FOB DESTINATION TO. (UNLESS SPECIFIED ELSEWHERE) FIRE FLEET SERVICES DIV-ADMIN 1104 N. EASTERN AVE #26 - FFS SPECIAL SERVICES LOS ANGELES CA 90063 PROCUREMENT FOLDER : 1444976 CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) FUND#40228																			
DELIVERY DATE 04/09/19		FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ. NUMBER B233353		CONTRACT NUMBER		TOTAL AMOUNT OF ORDER \$7,851,421.67															
DATE PRINTED 03/13/2018		VENDOR NO. 505867		TERM 1 PROMPT PAYMENT TERM DISCOUNT: 0.00 DAYS: 30		TERM 2 DISCOUNT: DAYS: 0		TERM 3 DISCOUNT: 0.00 DAYS: 0		TERM 4 DISCOUNT: 0.00 DAYS: 0													
<table border="1"><thead><tr><th>LINE NO.</th><th>COMMODITY/SERVICE DESCRIPTION</th><th>QUANTITY</th><th>UOM</th><th>UNIT PRICE</th><th>EXTENDED AMOUNT</th></tr></thead><tbody><tr><td>1</td><td>NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 070-57-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: STOCK ITEM DESCRIPTION: DESCRIPTION: VEHICLE - COMBINATION TANK & PUMPING ENGINES, 12 LITER ENGINE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / # FD749-17-18 **VEHICLE OFFERED** 2019 KME PREDATOR CUSTOM PUMPER SEVERE SERVICE - \$557,180.00 EA</td><td>12.00000</td><td>EA</td><td>\$597,507.890000</td><td>\$7,170,094.68 \$681,158.99</td></tr></tbody></table>												LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	1	NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 070-57-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: STOCK ITEM DESCRIPTION: DESCRIPTION: VEHICLE - COMBINATION TANK & PUMPING ENGINES, 12 LITER ENGINE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / # FD749-17-18 **VEHICLE OFFERED** 2019 KME PREDATOR CUSTOM PUMPER SEVERE SERVICE - \$557,180.00 EA	12.00000	EA	\$597,507.890000	\$7,170,094.68 \$681,158.99
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LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: http://lacovss.lacounty.gov Go to the portal home page to find out more about the benefits to vendors who do business with the County.																							
COUNTY OF LOS ANGELES																							

PRICE SHEET		PURCHASE ORDER			
VENDOR NO: 505867 VENDOR: KOVATCH MOBILE EQUIPMENT CORP					Page 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	OPTIONAL EQUIPMENTS: \$40,327.89 per vehicle A. Stainless Steel Water Tank: \$4,383.00 ea B. Communication Gear Installation: \$12,314.89 ea D. Automatic Snow Chains: \$12,630 ea CAPITAL ASSET # 11 UNIT CODE - 40228 OBJECT CODE - 6049 68 # B233353 ADDITIONAL SHIPPING INFORMATION : DELIVERY: 330-390 DAYS ARO TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200687				
2	COMMODITY CODE: 070-57-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: DESCRIPTION: TIRE TAX (\$1.75 PER TIRE x 10 TIRES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / FD749-17-18 CAPITAL ASSET # 11 UNIT CODE - 40228 OBJECT CODE - 6049 68 # B233353 ADDITIONAL SHIPPING INFORMATION : DELIVERY: 330-390 DAYS ARO TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200687	96.000000	EA	\$1.750000	\$168.00 \$0.00

SPECIAL TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-FR-18323646-1	
VENDOR NO: 505867 VENDOR: KOVATCH MOBILE EQUIPMENT CORP		Page 3
PRICES ARE EXCLUSIVE OF FEDERAL EXCISE TAX. EXEMPT CERTIFICATE 95 74 0014K QUOTE F.O.B. DELIVERED. FREIGHT PREPAID AND ALLOWED VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S) COUNTY: TAKES OWNERSHIP AT DESTINATION PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE. CONTRACTOR'S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT. DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES. TERMINATION FOR CONVENIENCE: ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT. AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED. VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE		

SPECIAL TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-FR-18323646-1	
VENDOR NO: 505867 VENDOR: KOVATCH MOBILE EQUIPMENT CORP		Page 4
DATE OF TERMINATION. TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE. TERMINATION FOR GRATUITIES: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.		

STANDARD TERMS & CONDITIONS**PURCHASE ORDER**

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VENDOR: KOVATCH MOBILE EQUIPMENT CORP

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**COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By _____

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.

5. **PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-FR-18323646-1	
VENDOR NO: 505867 VENDOR: KOVATCH MOBILE EQUIPMENT CORP		Page 6
7. CANCELLATION: Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice. 8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances. 9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default. 10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase. 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. 11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California. 12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure. 13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County: a. Vendor has materially breached the Purchase Order; or b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure. In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.		

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-FR-18323646-1
VENDOR NO: 505867 VENDOR: KOVATCH MOBILE EQUIPMENT CORP	Page 7
14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity. 15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference. The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives 16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000). 17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority 18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources. 19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. 20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order. 21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order. 22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts. 23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.	

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PO-FR-18323646-1	
VENDOR NO: 505867 VENDOR: KOVATCH MOBILE EQUIPMENT CORP		Page 8
24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor. The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order. 25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order. 26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified. 27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order. 28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority. 29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor. The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these. 30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela_org for printing purposes.		

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31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246{b}.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing county Department and Purchase Order or Contract Number
- F. Period of Time in which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.

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C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor. D. Current prevailing wage rates may be obtained at: www.dir.ca.gov/DLSR/PWD/Apprentice.htm Division of Labor Standards Enforcement 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 (415) 703-4810 CONTRACTOR RESPONSIBILITY AND DEBARMENT 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.	

STANDARD TERMS & CONDITIONS**PURCHASE ORDER**

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PROHIBITION AGAINST USE OF CHILD LABOR**VENDOR shall:**

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject to the provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

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PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. ASSIGNMENT BY CONTRACTOR A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County. B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.	



LOS ANGELES COUNTY
FIRE DEPARTMENT
PURCHASE ORDER



FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf				ORDER NUMBER PO-FR-18323646-1		AWARD DATE 03/12/18															
BILL TO: FIRE DEPARTMENT FIRE-INVOICESUBMISSION@FIRE.LACOUNTY.GOV Financial Management PO Box 910901 Commerce CA 90091				ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.																	
				ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact : Marnica Valencia Phone : 323-267-2288 Email : mvalencia@isd.lacounty.gov																	
VENDOR NAME, STREET, CITY, STATE, ZIP CODE: KOVATCH MOBILE EQUIPMENT CORP KME FIRE APPARATUS 1 INDUSTRIAL COMPLEX NESQUEHONING PA 18240-1420				SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) FIRE FLEET SERVICES DIV-ADMIN 1104 N. EASTERN AVE #26 - FFS SPECIAL SERVICES LOS ANGELES CA 90063 PROCUREMENT FOLDER : 1444976																	
				CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) FUND#40228																	
DELIVERY DATE 04/09/19		FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ. NUMBER B233353		CONTRACT NUMBER		TOTAL AMOUNT OF ORDER \$7,851,421.67													
DATE PRINTED 03/13/2018		VENDOR NO. 505867		PROMPT PAYMENT TERM		TERM 1 DISCOUNT: 0.00 DAYS: 30		TERM 2 DISCOUNT: 0.00 DAYS: 0													
				TERM 3 DISCOUNT: 0.00 DAYS: 0		TERM 4 DISCOUNT: 0.00 DAYS: 0															
<table border="1"><thead><tr><th>LINE NO.</th><th>COMMODITY/SERVICE DESCRIPTION</th><th>QUANTITY</th><th>UOM</th><th>UNIT PRICE</th><th>EXTENDED AMOUNT</th></tr></thead><tbody><tr><td>1</td><td>NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 070-57-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: STOCK ITEM DESCRIPTION: DESCRIPTION: VEHICLE - COMBINATION TANK & PUMPING ENGINES, 12 LITER ENGINE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / # FD749-17-18 ***VEHICLE OFFERED** 2019 KME PREDATOR CUSTOM PUMPER SEVERE SERVICE - \$557,180.00 EA</td><td>12.00000</td><td>EA</td><td>\$597,507.890000</td><td>\$7,170,094.68 \$681,158.99</td></tr></tbody></table>										LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	1	NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 070-57-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: STOCK ITEM DESCRIPTION: DESCRIPTION: VEHICLE - COMBINATION TANK & PUMPING ENGINES, 12 LITER ENGINE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / # FD749-17-18 ***VEHICLE OFFERED** 2019 KME PREDATOR CUSTOM PUMPER SEVERE SERVICE - \$557,180.00 EA	12.00000	EA	\$597,507.890000	\$7,170,094.68 \$681,158.99
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LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: http://lacovss.lacounty.gov Go to the portal home page to find out more about the benefits to vendors who do business with the County.																					
COUNTY OF LOS ANGELES																					

PRICE SHEET		PURCHASE ORDER			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	OPTIONAL EQUIPMENTS: \$40,327.89 per vehicle A. Stainless Steel Water Tank: \$4,383.00 ea B. Communication Gear Installation: \$12,314.89 ea D. Automatic Snow Chains: \$12,630 ea CAPITAL ASSET # 11 UNIT CODE - 40228 OBJECT CODE - 6049 68 # B233353 ADDITIONAL SHIPPING INFORMATION : DELIVERY: 330-390 DAYS ARO TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200687				
2	COMMODITY CODE: 070-57-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: DESCRIPTION: TIRE TAX (\$1.75 PER TIRE x 10 TIRES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A / FD749-17-18 CAPITAL ASSET # 11 UNIT CODE - 40228 OBJECT CODE - 6049 68 # B233353 ADDITIONAL SHIPPING INFORMATION : DELIVERY: 330-390 DAYS ARO TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-18200687	96.000000	EA	\$1.750000	\$168.00 \$0.00

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PRICES ARE EXCLUSIVE OF FEDERAL EXCISE TAX. EXEMPT CERTIFICATE 95 74 0014K QUOTE F.O.B. DELIVERED. FREIGHT PREPAID AND ALLOWED VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S) COUNTY: TAKES OWNERSHIP AT DESTINATION PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE. CONTRACTOR'S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT. DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES. TERMINATION FOR CONVENIENCE: ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT. AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED. VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE		

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DATE OF TERMINATION. TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE. TERMINATION FOR GRATUITIES: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING,OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.		

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**COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By _____

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.
5. **PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

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7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice. 8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances. 9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default. 10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase. 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. 11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California. 12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure. 13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County: a. Vendor has materially breached the Purchase Order; or b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure. In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.		

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14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity. 15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference. The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives 16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000). 17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority 18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources. 19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. 20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order. 21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order. 22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts. 23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.	

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24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor. The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order. 25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order. 26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified. 27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order. 28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority. 29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor. The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these. 30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.		

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31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246{b}.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing county Department and Purchase Order or Contract Number
- F. Period of Time in which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.

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C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.

D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

(415) 703-4810

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

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11**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject to the provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

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PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. ASSIGNMENT BY CONTRACTOR A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County. B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Approval of Final Tract Map No. 78215 for Properties Located at 114 N. 6th Street, 117 & 125 N. 5th Street, and 520 W. Whittier Boulevard (The Olson Company)

DATE: December 19, 2018

RECOMMENDATION

It is recommended that City Council:

1. Approve Final Tract Map No. 78215; and
2. Authorize the City Clerk, City Treasurer, and the City Engineer to execute the certificate on the map showing the City's approval of Final Tract Map No. 78215.

BACKGROUND

On March 14, 2018, the City Council adopted Resolution No. 18-30 conditionally approving Vesting Tentative Tract Map No. 78215 (see Attachment) and allowing a precise plan of development of up to 28 air parcels for condominium purposes and one commercial parcel. Under the State Subdivision Map Act, an approved tentative tract map is valid for two (2) years.

Final Tract Map No. 78215 has been checked for mathematical accuracy and survey analysis, title information and for compliance with the State Subdivision Map Act. The Olson Company, LLC, has provided a Construction Bond to ensure the completion of onsite and offsite improvements as required for Tract Map No. 78215. Bond # PB03010405347 in the amount of \$807,305, dated August 22, 2018, was posted in order to guarantee the construction of required improvements.

ANALYSIS

A review of Final Tract Map No. 78215 reveals that it is accurate, complete and in compliance with the State Subdivision Map Act and the City of Montebello's Municipal Code.

FISCAL IMPACT

There is no impact on the City's General Fund.

SUMMARY

The City Council will consider approval of the Final Tract Map No. 78215 for properties located at 114 N. 6th Street, 117 & 125 N. 5th Street, and 520 W. Whittier Boulevard (The Olson Company, LLC).

ATTACHMENTS

Resolution No. 18-30
Final Tract Map No. 78215 (On file in the City Clerk's Office)
Construction Bond, Bond #PB03010405347

RESOLUTION NO. 18-30

RESOLUTION OF THE CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT (GPA01-18), DENSITY OVERLAY (DO01-18), PLANNED DEVELOPMENT (PD01-18), AND VESTING TENTATIVE TRACT MAP (VTTM78215), AND ADOPTION AND CERTIFY THE CEQA MITIGATED NEGATIVE DECLARATION, FOR AN 28 UNIT RESIDENTIAL TOWNHOME AND SMALL FOOD INCUBATOR PROJECT AT 520, 522, 528 WEST WHITTIER BOULEVARD, 117, 121, 125 NORTH 5TH STREET, AND 114 NORTH 6TH STREET.

WHEREAS, the General Plan Amendment (GPA01-18), Density Overlay (DO01-18); Zone Change (ZC01-18), Planned Development (PD01-18), and Vesting Tentative Tract Map (VTTM78215) applications have been received and accepted;

WHEREAS, the General Plan Amendment (GPA01-18) would change the Land Use Designation from Commercial Boulevard to High Density Residential;

WHEREAS, the Density Overlay (DO01-18) would increase the density to 25 dwelling units per acre;

WHEREAS, the Planned Development would allow a market rate for-sale 28 unit residential townhome project and small food incubator project;

WHEREAS, the Tentative Tract Map VTTM78215 will consolidate seven existing lots into one lot and create 28 air parcels for condominium purposes and one commercial parcel;

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.), the City of Montebello is the lead agency for the proposed Project;

WHEREAS, the said project is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, a Mitigated Negative Declaration was prepared which analyzed the potential environmental impacts and found with mitigation the potential environmental impacts can be reduced to a significance threshold of Less Than Significant; and

WHEREAS, a duly notice public hearing has been held, at which the City Council received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Montebello resolves that:

SECTION 1. INCORPORATION OF RECITALS. The City Council for the City of Montebello finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Resolution as substantive findings.

SECTION 2. CEQA. That the City Council make such findings and adopt and certify a CEQA Mitigated Negative Declaration, in accordance with CEQA Guidelines

SECTION 3. PLANNED DEVELOPMENT. The City Council hereby approves the Planned Development (PD01-18) based on the following findings of fact.

1. The proposed residential project is in compliance with the provisions of the Planned Development Chapter of the Montebello Municipal Code. The proposed Planned Development application will allow the adoption

of a Precise Plan of Development allowing 28 residential condominium units and small food incubator. A Planned Development is a master planning mechanism for the development of larger parcels of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development. Due to the uniqueness of the site, size, and limited frontage along Whittier Boulevard, a Planned Development is the appropriate tool for development of the site. As proposed, the precise plan of development will allow for a more superior development than what could be achieved under the current zoning and will be consistent with the Montebello Municipal Code.

2. Is consistent with the subdivision regulations, with the general intent of the zoning regulations, with the general plan, and with any applicable specific plan. The proposed Precise Plan of Development will allow the creation of two land lots with 28 air parcels/condominiums and small food incubators that will be in compliance with the subdivision regulations. The proposal is also consistent with the general intent of the zoning regulations in that the proposal establishes a transition of zoning districts that minimizes land use impacts, and is consistent with the General Plan vision to allow higher density along the major commercial corridors.
3. Is compatible with present and future development of the property within the immediate vicinity. Specifically, the existing residential and commercial uses that immediate vicinity. As proposed, the adoption of a Precise Plan of Development will provide a better transition between the existing districts. This will provide a clear transition of land uses, and the Precise Plan of Development will ensure the proper placement of buildings and uses. Therefore, the project is compatible with the development pattern in the vicinity.
4. Is consistent with the general peace, health, safety and general welfare. The proposed project is compatible with the surrounding uses and is consistent with purposes of the Specific Plan ensuring the general peace, health, safety, and welfare in the area.
5. That the permitted uses and development standards adopted as part of the Planned Development will not be detrimental to present and potential surrounding uses. The proposed Precise Plan of Development allows for the subject site to be master planned in such a way so as to minimize impacts to the abutting residential and commercial uses. The project is compatible to the surrounding uses. Although the project may not meet all the strict applications of the code as it relates to building height, front yard setback, maximum number of bedrooms allowed, and the configuration of off-street parking, the Precise Plan of Development is a functional design that takes the unique qualities of the site into account. The proposed development has been designed to accommodate the property's irregular shape to be developed in a way that has a beneficial effect and minimizes its visual impact to the surrounding area.
6. That the proposed on-site driveways and access are adequate in size to accommodate the traffic volume generated by the proposed Planned Development, and increased densities will not generate traffic in such amounts as to overload the street network outside the Planned Development boundary.
7. That the exceptions, if any, from the development standards of the zoning code are warranted by the design and amenities, as incorporated, are in accord with adopted policies of the Planning Commission and the City Council. The proposed Precise Plan of Development allows for the master planning of the site. Although the project may not meet all the strict application of the code as it relates to building height, front yard setback, maximum number of bedrooms allowed, and the configuration of off-street parking, the Precise Plan is

a functional design that takes the unique qualities of the site into account. In addition, the proposed development has been designed to accommodate the property's irregular shape to be developed in a way that minimizes its visual impact to the surrounding area.

8. That the existing or proposed utility services and facilities are adequate for the proposed population densities and residential uses. The utility providers in the community have indicated that they can accommodate the addition of 28 residential condominium units and small food incubators.
9. That the proposed buildings and structures are situated in such a manner to minimize impacting the privacy of existing abutting residential uses. There are multiple-family residences to the northeast of the subject site. Therefore, minimal to no impacts are anticipated in regards to privacy of existing abutting residential uses.

SECTION 4. CONDITIONS. The City Council finds that the foregoing conditions of approval are necessary and appropriate.

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.
2. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law.
3. The development and utilization of the subject site shall substantially conform to the approved precise plan and tentative tract map, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.
4. All construction is to be done during the allowed days and times per the Montebello Municipal Code. The construction shall use best management practices. Construction shall use methods for dust control, noise control, and all other irritants before, during, and post construction and shall not be limited to the items listed here, subject to the Director of Planning and Community Development. The Director of Planning and Community Development can recommend to the Planning Commission in a public hearing modified conditions, additional conditions, or revocation of the Planned Development should there be cause.
5. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Planned Development (PD01-18).
6. The Director of Planning and Community Development, at any time, can call for a review of the approved precise plan associated with the Planned Development (PD01-18), Vesting Tentative Tract Map, and/or

conditions of approval at a duly noticed public hearing before the Planning Commission. Modifications or new condition(s) may be added to reduce any impacts of the use. The Planning Commission may revoke the Planned Development (PD01-18) if sufficient cause is given.

7. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
8. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
9. Any change, expansion, intensification and/or modification to the approved precise plan, Tract Map, use, or mode of operation shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
10. The property owner shall have all graffiti on-site removed within 24 hours of its appearance.
11. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions.
12. The property owner or Homeowners Association shall take the necessary steps to assure the orderly conduct of residents and visitors on the premises.
13. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.
14. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.
15. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
16. The approval of this Planned Development (PD01-18) and Vesting Tentative Tract Map shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a building permit or grading permit and continuous improvements or construction.
17. The approval of this Planned Development (PD01-18) and Vesting Tentative Tract Map can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
18. In the event of a violation of the precise plan associated with Planned Development (PD01-18), Vesting Tentative Tract Map, or conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
19. Any trash, debris, or overgrown vegetation shall be removed from the project site within 24 hours and the project site shall be properly fenced and kept clean to prevent any trash, debris, or overgrown vegetation onto neighboring properties or onto the public right-of-way.

conditions of approval at a duly noticed public hearing before the Planning Commission. Modifications or new condition(s) may be added to reduce any impacts of the use. The Planning Commission may revoke the Planned Development (PD01-18) if sufficient cause is given.

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19. Any trash, debris, or overgrown vegetation shall be removed from the project site within 24 hours and the project site shall be properly fenced and kept clean to prevent any trash, debris, or overgrown vegetation onto neighboring properties or onto the public right-of-way.

20. If, at any time, a trash, debris, or overgrown vegetation problem arises, the Director of Planning and Community Development may require a clean-up plan to be submitted and reviewed. The clean-up plan shall include a schedule of time and frequency of clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the property owner to post a bond to ensure clean-up compliance.
21. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
22. All signage is subject to final review and approval by the Director of Planning and Community Development.
23. All temporary signage is subject to the restrictions of the City's sign ordinance.
24. No pay telephone(s) on the exterior of the premises.
25. Exterior storage of any kind shall be prohibited.
26. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.
27. The following development standards per MMC Section 17.38.070, the required precise plan of development shall conform to the following design criteria:
 - a. The plan shall be comprehensive, with respect to land, buildings, landscaping and their interrelationships;
 - b. The plan shall provide for adequate open space, circulation, off-street parking and pertinent amenities. Buildings, structures and facilities in the project site shall be well integrated, oriented and related to the topographic and natural landscape features of the site, as well as the surrounding development patterns. In situations where multi-story structures are proposed to be developed abutting residentially developed properties, due consideration should be given to the privacy of the existing residential uses;
 - c. The internal street system shall not be a dominant feature in the overall design; rather it should be designed for the efficient and safe flow of vehicles without creating a disruptive influence on the activity and function of any common areas and facilities in the project site;
 - d. Common areas and recreational facilities (if provided) shall be readily accessible to the occupants of the dwelling units and shall be related to any common open space provided in the project site;
 - e. Architectural harmony within the development and design compatibility with the surrounding existing and expected future development shall be obtained so far as feasible;
 - f. The development characteristics such as lot area, frontage and width, coverage, density, yards/setbacks, building heights, landscaping and parking depicted in the plan shall be the standards of the underlying zoning designations. Exceptions to these standards may be allowed by the planning commission

and city council when it can be demonstrated that such modified standards would result in more desirable development and are warranted in terms of the relationship of the total proposed development or units thereof to the general plan.

28. The following conditions for planned development district per MMC Section 17.38.100) shall be as follows:

- a. Compliance with Precise Plan of Development. All improvements within a planned development district shall substantially conform to the precise plan of development as adopted, amended or modified;
- b. Construction in Stages. A plan may provide for construction in phases provided that each phase includes a description of location, structures, infrastructure and the timing for completion of all phases does not exceed the time limit established in the plan; and
- c. Covenants, Conditions and Restrictions. Forms for covenants, conditions and restrictions, approved by the city attorney, may be established as a part of each precise plan of development, as the city council may direct, so as to insure compliance with the provisions of this title.

Public Works

29. The following items are the Public Works Departments Conditions of Approval for the subject location:

- a. The proposed project is a 28-unit Condo development.
- b. A final tract map in conformance with the State Map Act is required based on the approved tentative map.
- c. Requirements for the final map are as follows:
- d. All fees for processing the final map shall be paid.

30. Submittal of a final map prepared by a State of California registered Civil Engineer and prepared in conformance with the Subdivision Map Act and submitted for review by the City Engineer. A title report for the subject property current within 60 days is required. Closure calculations and a traverse are required for the perimeter of the entire area. Legal descriptions are required for any newly created lots. The map will provide for vacation of a portion of Emmett Williams Way for parking purposes. Existing utility easements will remain in place.

31. Preparation and submittal of a Traffic Impact Study (TIS) to the Engineering Division of a prepared by a California Registered Civil Engineer or Traffic Engineer is required. Traffic improvements in addition to those mentioned below will be required based on the recommendations of the TIS. The limits of the TIS will be provided under separate cover. Reconstruction of traffic improvements within the area will be required based on the final TIS.

32. Offsite improvements include but are not limited to the following: A. Update all ADA facilities in the public right of way fronting the subject project; B. Grind and overlay all public streets fronting the project from gutter lip to street centerline; C. Replace all public sidewalks fronting the project; D. Replace any damaged curb and gutter in any public street fronting the project; E. Street trees in irrigated tree wells are required.

33. Grading Plans for onsite improvements and street improvement plans for all offsite improvements shall be prepared by a California

Registered Civil Engineer and submitted to the Engineering Division for reviewed with no further comment prior to issuance of any Building permits.

34. A Permit from the Public Works/Engineering Department is required for all onsite grading and offsite improvements.
35. In lieu of constructing the required public improvement prior to approval of the final map, the developer may submit a subdivision agreement and bonds for City Council approval for purposes of deferring the improvements for one year or as approved by the City.
36. Submittal of "Will Serve" letters will be required from all utility companies who will be required to serve this development.
37. Recordation of CC&R's or other documentation as required by the Planning Division that specifies that the property owners of this subdivision will be responsible for the maintenance of all onsite infrastructure including but not limited to roads, utilities and buildings.
38. Prior to issuance of the Building Permit, all conditions and the following additional requirements shall be satisfied:
39. Submittal of a Soils/Geology Report prepared by a registered Geotechnical Engineer/Geologist. The report shall provide soil permeability indexes for all soil types found within the project limits.
40. Submittal of a Hydraulic/Hydrology Report prepared by a Registered Civil Engineer for review and approval by the City Engineer, which includes calculations for any drainage device and which confirms the capacity and condition of the existing drainage system to accept flow from proposed development.
41. Submittal of a NPDES Project Evaluation Form and a Storm Water Pollution Prevention Plan (SWPPP). A sample SWPPP for all projects greater than one acre can be obtained from the following internet site: www.cabmphandbooks.com/Documents/Construction/Appendix_B.pdf
42. Submittal of an Urban Storm Water Mitigation Plan (USWMP) per City Ordinance No. 732.
43. Submittal of a Utility Plan for review and approval by the City Engineer and Building & Safety Department for the construction of any proposed offsite or private onsite sanitary sewer and water systems. Show all proposed underground utilities that would service the proposed development.
44. In lieu of constructing the required public improvement prior to approval of the final map or issuance of Building Permits, the developer may submit a subdivision agreement and bonds for City Council approval of deferring the improvements for one year or as approved by the City.
45. A Sewer Study is required. The limits of the study will be provided under separate cover after the City has seen Preliminary Plumbing Plans. The Developer will provide a video record of all sewers within the study area to determine their existing condition. Sewers will be monitored for a 14-day period to determine existing flow rates. The study will provide calculations for pre-project and post-project flows. Sewer improvements will be determined after the sewer study is reviewed. The study will be signed and stamped by a registered California Civil Engineer.
46. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional

Registered Civil Engineer and submitted to the Engineering Division for reviewed with no further comment prior to issuance of any Building permits.

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46. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional

Montebello Public Works Department requirements may be required prior to issuing building permits.

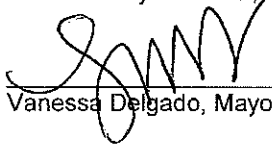
Fire

47. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.

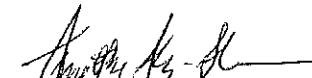
SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon approval by the City Council.

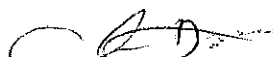
PASSED, APPROVED AND ADOPTED this 14th day of March, 2018.


Vanessa Delgado, Mayor

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman
City Attorney

ATTEST:


Irma Barajas
City Clerk

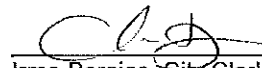
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)



I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No. 18-30 was duly adopted by the City Council of the City of Montebello at their regular meeting on March 14 2018, and carried by the following vote:

AYES: Barajas, Hadjinian, Molinari, Delgado
NOES: None.
ABSENT: Romero

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this 14 day of MARCH, 2018.


Irma Barajas, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

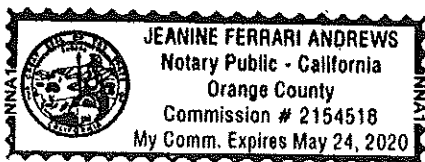
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On August 27, 2018 before me, Jeanine Ferrari Andrews, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Scott Laurie and Mario Urrea
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jeanine F. Andrews
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rough and Fine grading Bond Document Date: 8-22-18
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Bond Number: PB03010405347
Premium: \$4,844.00

**CITY OF MONTEBELLO
ENGINEERING DIVISION**

ROUGH & FINE GRADING PERMIT BOND

Pertaining to Grading Permit No. G18-000-006

=====

KNOW ALL MEN BY THESE PRESENTS:

That we, Olson Urban II - Montebello 3, LLC

as principal, and Philadelphia Indemnity Insurance Company

a corporation, as surety, are held and firmly bound unto the CITY OF MONTEBELLO, a
municipal corporation of the State of California, in the sum of Eight Hundred Seven

Thousand Three Hundred Five and no/100 (words), \$ 807,305.00

lawful money of the United States, for the payment of which, well and truly to be made,
we hereby bind ourselves, jointly and severally, firmly by these presents, subject to the
following terms and conditions:

WHEREAS, an application by the above named principal has been made to the City
Engineer of the City of Montebello for the issuance to said principal of a grading permit
to perform excavation and/or fill work within the City of Montebello in accordance with
the provisions of Article VIII, Chapter 7, of the Montebello Municipal Code; and

WHEREAS, the City of Montebello Municipal code requires, as a condition precedent to
the issuance of said permit, that the principal shall furnish a bond in the above amount to
the City of Montebello, conditioned as hereinafter set forth:

NOW THEREFORE, if the principal shall well and truly comply with all of the provisions
of Article VIII, Chapter 7 of the Montebello Municipal Code and all other applicable laws
and ordinances; and

Comply with all of the terms and conditions of the permit for excavation and/or fill issued
pursuant to said application to the satisfaction of the City Engineer; and

Complete all of the work contemplated under the permit within the time limit specified in
the permit;

THEN, upon completion of all work and conditions set forth, this obligation shall become
void; otherwise it shall remain in full force and effect.

It is understood that the liability of the principal and surety upon this bond, shall be in effect from the date hereof, and remain in effect until the completion, to the satisfaction of the City Engineer of the City of Montebello, of all the terms and conditions of said City of Montebello
Grading Permit Bond

Grading Permit. Such completion shall be evidenced by the issuance of a Grading Certificate.

It is further understood that the time limit specified in the permit above mentioned, may be extended for good and sufficient cause by the City Engineer of the City of Montebello. No such extension of time shall be valid unless the same be in writing, and no such extension of time shall release the principal or surety from the obligation of this bond.

IN WITNESS WHEREOF, the principal and surety caused this bond to be executed this
22nd day of August, 2018.

(Seal)

Principal

Olson Urban II - Montebello 3, LLC

See attached signature page

(Seal)

Surety

Philadelphia Indemnity Insurance Company

Janina Monroe, Attorney-in-Fact

(This bond must be acknowledged both as to principal and surety before a Notary Public.)



**Signature Block – Olson Urban II –
Montebello 3, LLC**

OFFICIAL SIGNATURE BLOCK FORMAT:

OLSON URBAN II – MONTEBELLO 3, LLC

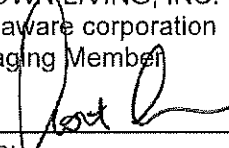
a Delaware limited liability company

By: OLSON URBAN COMMUNITIES II, LLC
a Delaware limited liability company
Sole Member

By: OLSON URBAN VENTURES II, LLC
a Delaware limited liability company
Sole Member

By: OLSON URBAN HOUSING, LLC
a Delaware limited liability company
Managing Member

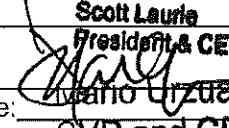
By: IN TOWN LIVING, INC.
a Delaware corporation
Managing Member

By: 

Name: _____

Title: **Scott Laurie**

President & CEO

By: 

Name: **Mariano Urzua**

Title: **SVP and CFO**

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 22 2018 before me, Gina L Garner, Notary Public
(Here insert name and title of the officer)

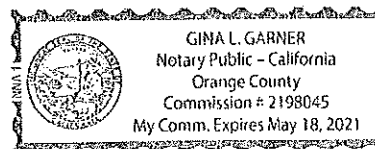
personally appeared Janina Monroe
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~ and that by
his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

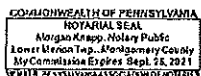
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this AUG 22 2018 day of _____, 20____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Bob Franco, Human Resources Manager
Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Continuation of CalPERS Contributions

DATE: December 19, 2018

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution continuing the CalPERS Contributions for non-represented classic member employees, and the attached side letters, substantially in form, for non-safety and safety units, during the City's labor negotiations with the various employee organizations.

BACKGROUND/ANALYSIS

For the past several years, the City has agreed and contributed 8% (non-safety) and 9% (safety) of the employee member contribution to CalPERS for all employee organizations' classic CalPERS members. The applicable employee organizations are: Unrepresented Employees, SMART-TD UTU, Montebello City Employees Association, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, and Montebello Fire Management Association.

Currently, labor negotiations between the City and the various employee organizations are underway. At the outset of these negotiations, the City it is recommended that the City contribute the classic CalPERS members' employee member contributions as a sign of good faith and understanding. Upon authorization from City Council, the Acting City Manager will have signing authority to execute side letter agreements for each bargaining unit to reflect this limited continuation of CalPERS contribution to February 28, 2019, while labor negotiations continue.

Staff is recommending that the City Council approve the non-represented resolution indicating the City's desire and willingness to continue the CalPERS contribution for classic CalPERS members in each of the other employee organizations for the limited period of January 1, 2019 to February 28, 2019.

ITEM #31

FISCAL IMPACT

The proposed CalPERS contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3.28.020 and the Transit Enterprise Fund where applicable. No General Fund revenues will be used to pay for the CalPERS contributions.

SUMMARY

The City Council will consider approval of various resolutions continuing the CalPERS Contributions for employees while labor negotiations are underway between the City and the various employee organizations.

ATTACHMENTS

Non-Represented Resolution
Sample Side Letter – (8%) Non-Safety
Sample Side Letter – (9%) Safety

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ESTABLISHING MODIFICATIONS TO TERMS AND
CONDITIONS OF EMPLOYMENT AFFECTING DESIGNATED
NON-REPRESENTED EMPLOYEES**

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

SECTION 1. EMPLOYEE CALPERS CONTRIBUTION - The City has agreed to contribute 8% (non-safety) and 9% (safety) of the employee member contribution to CalPERS for all non-represented classic CalPERS members for the limited period of January 1, 2019 to February 28, 2019. All such member contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code section 3.28.020 and the Transit Enterprise Fund where applicable. The Parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

This benefit shall consist of paying 8% (non-safety) and 9% (safety) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.

That the City Clerk shall certify to the adoption of this Resolution and distribute copies of the Resolution to the Director of Human Resources and Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 19th day of December 2018.

Jack Hadjinian, Mayor ProTem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman,
City Attorney

SAMPLE SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO BARGAINING UNIT / NON-SAFETY

WHEREAS the City of Montebello ("City") and The Montebello Bargaining Unit ("XXXX") are parties to a Side Letter Agreement identified as Agreement No. XXXX;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after December 31, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of January 1, 2019 to February 28, 2019; and

WHEREAS, the undersigned Parties are authorized representatives of the City and UNIT.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective January 1, 2019, the City agrees to contribute the entire employee member contribution equal to 8% of pensionable income to CalPERS for all classic members in the bargaining unit from January 1, 2019 to February 28, 2019. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after February 28, 2019, unless mutually agreed upon by the parties.
2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.
3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE BARGAINING UNIT

By: _____

Name
President

Date: _____

CITY OF MONTEBELLO

By: _____

Andrew G. Pasmant
Acting City Manager

Date: _____

Approved as to form:

Arnold Alvarez-Glasman
City Attorney

ATTESTED:

Irma Barajas
City Clerk

Date: _____

SAMPLE SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO BARGAINING UNIT / SAFETY

WHEREAS the City of Montebello ("City") and The Montebello Bargaining Unit ("XXXX") are parties to a Side Letter Agreement identified as Agreement No. XXXX;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

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3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE BARGAINING UNIT

By: _____

Name
President

Date: _____

CITY OF MONTEBELLO

By: _____

Andrew G. Pasmant
Acting City Manager

Date: _____

Approved as to form:

Arnold Alvarez-Glasman
City Attorney

ATTESTED:

Irma Barajas
City Clerk

Date: _____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
BY: Robert Mescher, Interim Finance Administrator
SUBJECT: Proposed Procurement Policy Changes
DATE: December 19, 2018

RECOMMENDATION

That City Council consider to:

1. Amending or repealing Resolution 17-40;
2. Propose amendments to Chapters 3.20 and 3.21 in the Municipal Code to improve internal controls, increase efficiencies and reduce overall costs regarding procurement of goods and services.

BACKGROUND

On May 10, 2017, in response to the City's fiscal emergency, the City Council adopted a Resolution 17-40 (Attachment 1), establishing the following fiscal policies:

- (A) A hiring freeze is hereby imposed on full-time employment positions of the City that are currently unfilled as of the date of this Resolution, provided that this hiring freeze shall not apply to: (1) positions funded by special revenue funds of the City, or; (2) to the Police Department, the Fire Department, and public safety positions.
- (B) Notwithstanding contrary provisions in the Montebello Municipal Code:
 - (1) Any contract having an estimated annual cost exceeding \$20,000 shall be submitted to the City Council for approval, and during the City Council's consideration of the regular warrant register(s), the City Manager and/or Finance Director shall provide an update to the City Council on any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

- (2) Before or upon the City Council 's approval of the Budget for the upcoming fiscal year, the City Council shall establish a quarterly limit on the aggregate value of contracts that may be approved by the City Manager during said quarter, subject to the individual contract limit set forth in subsection (1) immediately above, and upon reaching the aggregate limit for any quarter, after which all contracts entered into by the City during said quarter shall submitted to the City Council for approval;
 - (3) In nonemergency situations, all contracts, regardless of the estimated cost thereof, shall be competitively bid in accordance with the provisions of the Montebello Municipal Code.
- (C) The annual travel budget for members of the City Council shall not exceed Eighteen Thousand Dollars (\$ 18,000) ("Annual Travel Budget"), and such amount shall be divided equally among the five (5) members of the City Council such that the maximum annual travel reimbursement received by any individual member of the City Council shall not exceed Three Thousand Six Hundred Dollars (\$3,600) (" Individual Travel Reimbursement"). If any member of the City Council does not utilize their Individual Travel Reimbursement, any such unused portion shall be reallocated to the General Fund and available to fund any other General Fund expenditure. The Annual Travel Budget and/or the Individual Travel Reimbursement shall not be augmented and/or supplemented from the General Fund or any other fund of the City.
- (D) No meals shall be served during the closed session portion of City Council meetings, provided that nothing shall preclude or prevent the City Council from personally funding and/or accepting the donation of such meals.

There are three other administrative documents in addition to Resolution 17-40 (Attachment 1) and Municipal Code Chapters 3.20 and 3.21 (Attachment 2) that provide guidance and limits for procurements. The documents are Administrative Policies VI-B-1 and VI-B-2 and Standard operating Procedure 600. (Attachments 3, 4, and 5) These documents have contradicting and confusing limits.

ANALYSIS

Although the intent of these fiscal policies was to reduce costs, they have unfortunately created an administrative burden confusion, decreased efficiency, and increased costs in various circumstances.

Section A – The hiring freeze of essential Staff has been an extreme burden on the existing employees. The use of temporary employees as department heads deprives the departments of required leadership, knowledge, skills, and consistency. Hiring of employees should be permitted when the costs are included in the adopted budget.

Subsection B (1) – The \$20,000 contract limit to be approved by City Council is low for a City the size of Montebello. It represents 0.02% of the overall operating budget of about \$100,000,000. The California Society of Municipal Finance Officers conducted a survey in 2015. The median limit of the City Manager's authorization was \$50,000 in cities with a population between 50,000 and 75,000. City Council approvals delay purchase of critical equipment repairs, supplies and services for Public Works, Transit, Police, and Fire Departments. The City also incurs legal costs and several hours of executive staff labor to prepare and present each City Council Staff Report.

Subsection B (2) – A quarterly limit for FY2019 has yet to be established. A quarterly limit would be difficult to establish because budgeted expenditures, especially repairs cannot be evenly spread over a three-month period. The adopted budget should be the guiding limit.

Subsection B (3) – Resolution 17-40 requires that all non-emergency contracts regardless of cost must be competitively bid. For small purchases, any benefit may be completely offset by increased Staff labor and delays in purchasing critical items such as ammunition, facility maintenance supplies, vehicle repairs, etc. A \$3,000 limit would be more reasonable.

Section C – The City Council travel budget limit is redundant to the effect of the adopted City Budget.

Section D – The prohibition of City funded meals for the City Council Meetings does not need a formal resolution.

The three other documents besides Resolution 17-40 and Municipal Code Chapters 3.20 and 3.21 also provide guidance and limits for procurements:

Administrative Purchasing Policy VI-B-1 (1987);
Administrative Federal Grants Purchasing Policy VI-B-2 (2017); and
Standard Operating Procedure 600 for Purchasing (2018).

Overall, these documents have contradicting and confusing limits. Staff recommends that the City Council consider amendments to Municipal Code clarifying limits, procurement types, and procedures. The proposed amendments would override all prior documents regarding procurements to eliminate confusion and reduce the risk on non-compliance.

Attachment 6 provides a summary of the various limits and proposed changes in the last column.

FISCAL IMPACT

There is no significant direct fiscal impact with this item. The proposed changes would increase internal controls, reduce the risk of noncompliance with regulating agencies

and grantors, while decreasing the processing time and labor costs to procure goods and services.

SUMMARY

The City will benefit from the repeal of Resolution 17-40 and a clarification of limits and procedures to procure goods and services.

ATTACHMENTS

Attachment 1 – Resolution 17-40

Attachment 2 – Municipal Code 3.20 and 3.21 Purchasing

Attachment 3 – Administrative Policy VI-B-1 Purchasing

Attachment 4 – Administrative Policy VI-B-2 Federal Grants Procurement

Attachment 5 – Standard Operating Procedure 600 – Purchasing

Attachment 6 – City of Montebello Purchasing Guideline History and Recommendation

CITY COUNCIL RESOLUTION NO. 17-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING CERTAIN FISCAL POLICIES IN CONNECTION WITH THE CITY COUNCIL'S DECLARATION OF AN EMERGENCY FOR PURPOSES OF SECTION 2(B) OF ARTICLE XIII C OF THE CALIFORNIA CONSTITUTION

WHEREAS, despite efforts to maintain fiscal management and accountability, the City of Montebello ("City") is experiencing serious and detrimental financial and budgetary impacts because of increased service demands, difficulty recruiting and retaining of qualified employees, deferred maintenance, upgrades and improvements to public utilities and infrastructure, and reduction in state and federal funding support, and like many communities throughout the State of California the City faces inadequate funding to address essential public safety and public service needs;

WHEREAS, the City has implemented a number of cost-saving measures in efforts to address its financial and budgetary needs, having reduced the number of employees, consolidated departments and staff positions, implemented operational efficiency and risk management / avoidance controls, deferred cost of living adjustments to employees, and deferred utility and capital improvement needs;

WHEREAS, the City Council of the City of Montebello has heretofore created a Fiscal Stimulus Committee to evaluate the immediate and long-term needs of each City Department, and such evaluation has identified approximately \$213 million in unfunded immediate and long-term needs;

WHEREAS, various changes in state and federal law and policy have significantly reduced or entirely eliminated local programs and revenues sources the City previously relied on, and recent changes in state law have increased local costs associated with public safety efforts and the administration of state-mandated programs;

WHEREAS, despite its efforts, the City of Montebello is projecting a general fund budget deficit of approximately \$5 million in Fiscal Year 2017-2018, and the City's general fund reserves may be entirely depleted in the near future if current funding and cost projections are realized;

WHEREAS, maintaining and increasing public safety service levels, anti-gang and drug programs, improving park and recreational facilities and programs, removing graffiti and fixing streets, and improving and maintaining public utilities and infrastructure to ensure adequate levels of service to the community are essential to preserve and improve the standard of living for Montebello residents;

WHEREAS, the City has made law enforcement, fire protection, public safety, and public infrastructure a priority which must be maintained at the highest service levels to protect the City's residents and neighborhoods;

WHEREAS, without an immediate source of new revenue, the City will be forced to make further reductions to essential services to the community, and such reductions will threaten the ability of the City to provide adequate service levels to its residents and accomplish the City's community priorities;

WHEREAS, the City Council has determined that a local revenue measure will make it possible for the City to improve and/or maintain its current level of community services by, for example: hiring additional police officers and fire personnel to maintain and improve existing public safety services; recruiting and maintaining the most qualified public safety personnel; fixing and repairing the condition of deteriorating neighborhood streets and major roads and highways, thereby improving traffic flow, reducing congestion, and improving emergency response times; and fighting blight and crime by expanding neighborhood graffiti removal programs, youth anti-gang and drugs prevention programs, and after-school programs and activities;

WHEREAS, the City Council has contemporaneously with this Resolution taken action to submit a tax measure to City voters at a special municipal election called for that purpose, and such election will be held on November 7, 2017, and in connection therewith has declared an emergency pursuant to Section 2(B) of Article XIII C of California's Constitution; and

WHEREAS, in connection with said emergency declaration, for purposes of supporting and reciprocating the concessions made by City staff and personnel during this time of fiscal and budgetary difficulty, to demonstrate commitment to responsible use of the public funds and resources, and recognizing that it is accountable to residents of Montebello for its use of taxpayer dollars, the City Council desires to establish various fiscal policies to guide its use and expenditure of City general fund monies during this time of emergency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council hereby adopts the following Fiscal Policies of the City:

(A) A hiring freeze is hereby imposed on full-time employment positions of the City that are currently unfilled as of the date of this Resolution, provided that this hiring freeze shall not apply to: (1) positions funded by special revenue funds of the City, or; (2) to the Police Department, the Fire Department, and public safety positions.

(B) Notwithstanding contrary provisions in the Montebello Municipal Code:

(1) Any contract having an estimated annual cost exceeding \$20,000 shall be submitted to the City Council for approval, and during the City Council's consideration of the regular warrant register(s), the City Manager and/or Finance Director shall provide an update to the City Council on any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

(2) Before or upon the City Council's approval of the Budget for the upcoming fiscal year, the City Council shall establish a quarterly limit on the aggregate value of contracts that may be approved by the City Manager during said quarter, subject to the individual contract limit set forth in subsection (1) immediately above, and upon reaching the aggregate limit for any quarter, after which all contracts entered into by the City during said quarter shall be submitted to the City Council for approval;

(3) In nonemergency situations, all contracts, regardless of the estimated cost thereof, shall be competitively bid in accordance with the provisions of the Montebello Municipal Code.

(C) The annual travel budget for members of the City Council shall not exceed Eighteen Thousand Dollars (\$18,000) ("Annual Travel Budget"), and such amount shall be divided equally among the five (5) members of the City Council such that the maximum annual travel reimbursement received by any individual member of the City Council shall not exceed Three Thousand Six Hundred Dollars (\$3,600) ("Individual Travel Reimbursement"). If any member of the City Council does not utilize their Individual Travel Reimbursement, any such unused portion shall be reallocated to the General Fund and available to fund any other General Fund expenditure. The Annual Travel Budget and/or the Individual Travel Reimbursement shall not be augmented and/or supplemented from the General Fund or any other fund of the City.

(D) No meals shall be served during the closed session portion of City Council meetings, provided that nothing shall preclude or prevent the City Council from personally funding and/or accepting the donation of such meals.

SECTION 2. That the Fiscal Policies adopted by this Resolution shall take effect immediately, and shall remain in effect unless and until repealed, replaced, and/or amended by a 4/5ths vote of the City Council following a noticed public hearing, with such notice to be provided at least ten (10) days before the hearing.

SECTION 3. That the City Manager is hereby authorized and directed to take such action(s) as are reasonably necessary to carry out and effectuate the requirements and purpose(s) of this Resolution.

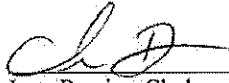
SECTION 4. That if any section, subsection, clause, or requirement of this Resolution is determined to be invalid or unenforceable, that the remainder of this Resolution shall remain in full force and effect, and that any such section, subsection, clause, or requirement so determined to be invalid or enforceable shall be construed, interpreted, and/or applied in a manner rendering the same valid or enforceable provided the purpose(s) of this Resolution may be preserved by such valid or enforceable construction, interpretation, and/or application.

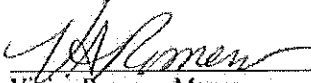
SECTION 5. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 10th day of May, 2017.

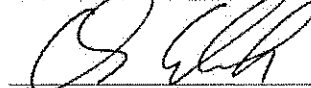
ATTEST:

CITY OF MONTEBELLO


Irma Barajas, Clerk


Vivian Romero, Mayor

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
City Attorney



I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 17-40 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 10th day of May, 2017, as approved by law by the following vote:

AYES: Delgado, Molinari, Barajas, Hadjinian, Romero
NOES: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 5 day of June, 2017.


IRMA BARAJAS, City Clerk

Title 3 - REVENUE AND FINANCE

Chapters:

Chapter 3.20 - PURCHASING SYSTEM

Sections:

3.20.010 - Adoption—Purpose.

In order to establish efficient procedures for the purchase of supplies and equipment, to secure the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted.

(Prior code § 2900)

3.20.020 - Purchasing officer.

The director of finance shall be ex officio purchasing officer under the direction of the city manager and the words "purchasing officer" as used in this chapter shall be deemed to refer to the director of finance. The purchasing officer shall have the duty and authority to:

- A. Purchase or contract for supplies and equipment required by any using agency in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer shall adopt and such other rules and regulations as shall be prescribed by the city council;
- B. Negotiate and recommend execution of contracts for the purchase of supplies and equipment;
- C. Act to procure for the city the needed quality in supplies and equipment at least expense to the city;
- D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;
- E. Prepare and recommend to the city council rules governing the purchase of supplies and equipment for the city;
- F. Prepare and recommend to the city council revisions and amendments to the purchasing rules;
- G. Keep informed of current developments in the field of purchasing, prices, market conditions and new products;
- H. Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and other rules and regulations;
- I. Supervise the inspection of all supplies and equipment purchased to insure uniform conformance with specifications;
- J. Recommend the transfer of surplus and unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;
- K. Maintain a bidders' list, vendors' catalog file and records needed for the efficient operation of the purchasing department.

(Prior code § 2901)

3.20.030 - Exemptions from centralized purchasing.

Title 3 - REVENUE AND FINANCE (continued)

The purchasing officer, with approval of the city council, may authorize, in writing, any agency to purchase or contract for specified supplies and equipment independently of the purchasing department, but he shall require that such purchases or contracts shall be made in conformity with the procedures established by this chapter and shall further require periodic reports from the agency on the purchases and contracts made under such written authorization.

(Prior code § 2902)

3.20.040 - Requisitions.

Using agencies shall submit requests for supplies and equipment to the purchasing officer by standard requisition forms.

(Prior code § 2903)

3.20.050 - Conformance with bidding procedures.

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:

- A. When an emergency, as determined by the purchasing agent with the approval of the city manager, is deemed to require that an order be placed with the nearest available source of supply; or
- B. When the supplies and equipment needed can be obtained from one source only; or
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or
- D. When the amount of the purchase involved is less than twenty-five thousand dollars.

(Ord. 2315 § 1, 2008; Ord. 2088 § 1, 1993; prior code § 2904)

3.20.060 - Use of purchase orders.

- A. The purchase of goods and services including contracts totaling five hundred dollars or more shall be made by purchase order. Exceptions may be processed by request for warrant and shall be limited to dues and subscriptions; travel and meeting expense, telephone, utility, and postal services; pay for elected officials, commissions, police reserve and auxiliary firefighters; legal fees, FICA, PERS, employee group insurance, workers' compensation claims, insurance claims; reimbursements, refunds and replenishment of petty cash funds.
- B. Also exempted is the purchase of inventory stock replenishment for all stores materials. Such purchases shall be transacted with a purchase requisition form.

(Ord. 2045 § 1, 1991; prior code § 2905)

3.20.070 - Unencumbered funds required for purchase order issuance.

Except in cases of emergency, the purchasing officer shall not issue any purchase order for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged.

(Prior code § 2906)

3.20.080 - Formal contract procedure. (REDUNDANT TO 3.20.110?)

Except as otherwise provided herein, purchases and contracts for supplies and equipment of an estimated value greater than twenty-five thousand dollars, which do not constitute a public project as defined by Section 20161 of the Public Contract Code, shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

- A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.
 - 1. Published Notice. Notices inviting bids shall be published at least ten days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.
 - 2. Bidders' List. The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their name be added thereto.
 - 3. Bulletin Board. The purchasing officer shall also advertise pending purchases by a notice posted on a public bulletin board in the city hall.
- B. Bidders' Security. When deemed necessary by the purchasing officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidders' security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- C. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid closing.
- D. Rejection of Bids. In its discretion, the city council may reject any and all bids presented and readvertise for bids.
- E. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder except as otherwise provided herein.
- F. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or readvertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of bid opening.
- G. Performance Bonds. The city council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

(Ord. 2315 § 2, 2008; Ord. 2088 § 2, 1993; Ord. 2070 § 11, 1992; prior code § 2907)

Title 3 - REVENUE AND FINANCE (continued)

3.20.090 - Open market procedure.

Purchases of supplies and equipment of an estimated value in the amount of twenty-five thousand dollars or less may be made by the purchasing officer in the open market without observing the procedure prescribed by Section 3.20.080.

- A. Minimum Number of Bids. Open market purchases shall, wherever possible, be based on at least three bids, and shall be awarded to the lowest responsible bidder.
- B. Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors or by telephone or by public notice posted on a public bulletin board in the city hall.
- C. Written Bids. Written bids or quotations shall be submitted to the purchasing officer who shall open them and keep a record of all open market orders and bids for a period of one year after the submission of bids or the placing of orders. This record, while so kept, shall be open to public inspection.

(Ord. 2315 § 3, 2008; Ord. 2088 § 3, 1993; prior code § 2908)

3.20.100 - Inspection and testing.

The purchasing officer shall inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The purchasing officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

(Prior code § 2909)

3.20.110 - Bidding procedure prescribed.

Whenever bids are required by law or by this code for the letting of contracts, the doing of work or the furnishing of supplies, equipment or materials, all of the steps, acts and proceedings required by law or by this code shall be fully complied with, and in particular and supplementary to the acts, steps and procedures, the procedure hereinafter set forth in this section regulating the notices inviting bids, the publication and posting of the notices, and the opening of the bids shall be followed:

- A. Notice—Contents. The notice inviting bids shall set a date for the opening of bids. All such notices, whether mailed, published, or posted, shall state the date, the hour, and the place at which the bids called for are to be opened, and shall also state the date, the hour, and the place of the council meeting at which the city council intends to take action on the bids.
- B. Bids—Opening. All bids shall be returnable to the purchasing officer or to the office of the city clerk, and at the hour and date stated in the notice, all bids shall be publicly opened at the office of the city clerk in the presence of the city clerk, purchasing officer, a representative of the department, or departments, to which the purchase or contract is to be charged, and all other interested parties who wish to attend and witness the opening of the bids. As each bid is opened, it shall be read aloud so that all persons interested in the bidding may hear the contents thereof, although no more of the bid need be read or announced than would ordinarily be announced in an open council meeting for the same purpose. From and after the time of their opening, the city clerk shall, upon request of any interested party, read or give such further information from the bid as may be requested.
- C. Bids—Compiling. After they have been opened, all bids shall be examined and studied by the city clerk, purchasing officer and any other officials necessary for the proper analysis of the bids to see if they comply with the notice inviting bids and are in all other respects in good order. A report shall then be made by the appropriate department to the city council announcing the

Title 3 - REVENUE AND FINANCE (continued)

results of the investigation and particularly designate which bid is found to be the lowest bid, the next lowest bid, and all of the other bids in ascending order of the figure or figures quoted.

D. Bids—Report—Awarding.

1. At the meeting of the city council at which the bids are acted upon, the report shall be read publicly and the bid of the lowest bidder shall be publicly announced.
2. After having complied with the foregoing procedure, the city council shall proceed in accordance with applicable provisions of law or this code either to award the bid and to let the contract therein referred to, or to take such other action as may be authorized by law.

E. Officer—Deputies. In the absence of the city clerk or purchasing officer, a duly authorized assistant or deputy may act in his place.

(Prior code § 2910)

3.20.120 - Joint purchasing agreements.

- A. Whenever the council finds that the public interest and convenience require, it may enter into joint purchasing agreements for the acquisition of city supplies and equipment, with any other public agency; provided, that such agreements are authorized by the laws of the state.
- B. The provisions of this chapter shall not apply to purchases made under such an agreement; provided, that the council shall, by resolution, prior to the execution of such an agreement, establish rules for administrative practices to be followed by the purchasing agent with respect to such joint purchasing agreements.

(Prior code § 2911)

3.20.130 - Local vendor preference.

- A. Whenever practical, the purchasing officer shall first ascertain the availability of goods and services from responsible local sources within city limits before considering outside sources and, if available, shall (as provided for in Section 3.20.050) solicit formal and/or informal bids from responsible local sources seeking the best price, quality, and delivery possible that best serves the interests of the city.
- B. The purchasing officer may seek competitive pricing outside the city when it is determined that the best interests of the city related to price, quality and delivery will not be served by local sources.
- C. The purchasing officer may establish competitively priced purchase agreements, open purchase, and blanket purchase orders with responsible local vendors via written quotes or negotiated agreement as provided for in Section 3.20.050.
- D. For purposes of determining final cost, Montebello vendors may be allowed a one percent allowance in determination of low bid based upon estimated sales and business tax return and local service convenience. All requests for sealed bids must include notification of local vendor allowance.

(Ord. 2088 § 4, 1993; prior code § 2912)

Chapter 3.21 - CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES

Sections:

3.21.010 - Definitions.

Title 3 - REVENUE AND FINANCE (continued)

For purposes of this chapter, the following words shall have the following meanings:

"Professional/special services" means services which require special performance criteria; special or specific equipment; specific experience, knowledge, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the city. Such services include, but are not limited to, those provided by attorneys, architects, engineers, land surveyors, construction managers, appraisers, experts, accounting firms, security firms, computer consultants/programmers and/or other specialized consultants. Professional/special services do not include services rendered by city officers or employees.

(Ord. 2304 § 1 (part), 2007)

3.21.020 - Experience and qualifications of professional/special service providers.

- A. In contracting for professional/special services, such contracts should only be awarded to firms or persons who have demonstrated adequate levels of experience, competence, resources/equipment, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required in the time period needed.
- B. Once the department requesting the professional/special service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, price may not be the sole factor in determining to whom a contract shall be awarded. The city's best interests may be served by awarding the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by the contractor.

(Ord. 2304 § 1 (part), 2007)

3.21.030 - Request for proposals.

The acquiring of professional/special services shall be procured through a negotiated contract and should include a request for proposals ("RFP").

(Ord. 2304 § 1 (part), 2007)

3.21.040 - Decentralized bid solicitation.

Soliciting bids for professional/special services is decentralized and shall be the responsibility of the department director requesting the service; however, the city manager may be contacted to assist with bids requiring the formal sealed RFP process set forth in Section 3.21.060.

(Ord. 2304 § 1 (part), 2007)

3.21.050 - Contracts for fifty thousand dollars or less.

The following procedure shall be used when seeking professional/special services estimated to have an annual cost of fifty thousand dollars or less.

- A. In nonemergency situations, the requesting department should contact a minimum of three consultants or firms.
- B. Unless the city council authorized the entering into or the award of a specific contract for professional/special services, the city manager shall approve in writing the award of all such

Title 3 - REVENUE AND FINANCE (continued)

contracts, taking into consideration the recommendation of the department director requesting the professional/special services at issue.

- C. The city manager or his or her duly authorized designee is authorized to approve professional/special service contracts with an annual estimated cost of fifty thousand dollars or less.

(Ord. 2315 § 4, 2008; Ord. 2304 § 1 (part), 2007)

3.21.060 - Contracts over fifty thousand dollars.

The following procedure shall be used when seeking professional/special services estimated to have an annual cost of in excess of fifty thousand dollars.

- A. In nonemergency situations, departments should utilize the following formal sealed RFP process:
 - 1. A formal sealed RFP template should be developed for solicitation of professional services contracts over fifty thousand dollars.
 - 2. The department should advertise in appropriate publications and/or use the professional services listings, as available, during the solicitation process.
 - 3. Notice inviting RFP's should be posted at city hall and on the city's website at least fourteen calendar days before the due date of submission of the RFP.
 - 4. The notice shall at least describe the general type of service needed, how the RFP minimum scope of work can be obtained, the requirement of a written sealed proposal, state the closing date, place, and time for submission of the RFP.
 - 5. Sealed request for proposals should be submitted directly to the requesting department and need not be opened publicly.
 - 6. Departments shall analyze proposals for compliance with RFP requirements, value of the total scope of services and make a recommendation to city council for selection or for follow up interviews with those consultants/firms submitting proposals.
- B. Contracts for professional/special services in excess of fifty thousand dollars require the approval of the city council and the signature of the mayor, or in his or her absence, the mayor pro tempore, pursuant to the provisions of Gov. Code Sections 40601 and 40602.
- C. Contracts for professional/special services should be on the city's standard form and shall be reviewed and approved as to form by the city attorney.

(Ord. 2315 § 5, 2008; Ord. 2304 § 1 (part), 2007)

3.21.070 - City manager authority to execute certain contracts.

The city manager or his or her duly authorized designee shall be authorized to sign on behalf of the city all contracts for professional/special services, which do not exceed a total contract amount of fifty thousand dollars in any one fiscal year period.

(Ord. 2315 § 6, 2008; Ord. 2304 § 1 (part), 2007)

3.21.080 - Splitting purchases or contracts—Financial interest prohibited.

- A. No officer or employee of the city or its agencies shall split or separate a purchase/procurement of professional/special for the purpose of evading the dollar amount bid threshold provisions of this

Title 3 - REVENUE AND FINANCE (continued)

chapter. The acquisition of professional/special services should be made with a single contract covering all services to be provided.

- B. No city employee who participates in the selection or approval of a professional/special service provider, nor any person who has supervisory responsibility for any such employee, shall have a financial interest in any professional/special service provider business entity under consideration.

(Ord. 2304 § 1 (part), 2007)

CITY OF MONTEBELLO

NUMBER: VI-B-1

ADMINISTRATIVE POLICY

DATE: 07/01/87

AUTHORITY: C/ADMIN

SUBJECT: PURCHASING POLICY

PURPOSE: To define the methods of procurement that will be used by the City to obtain goods and services, based upon the dollar amount of each purchase.

REFERENCE: Montebello Municipal Code Section 3.20.010

POLICY: A. The City's policy is to seek and provide sources for goods and services, making purchases at the best price, quality and delivery possible.

B. The City's Purchasing Agent (designated by the Director of Finance) is responsible for directing and implementing a Centralized Purchasing System. In carrying out this responsibility, the Purchasing Agent will coordinate the procurement activity of the Purchasing Authority according to Policy. All procurements shall be transacted only by personnel designated with purchasing authority.

C. Purchasing Authority is deemed to be with the Finance Director, Purchasing Agent, Purchasing Personnel, and Department Heads. Department Heads may designate additional members of their staff as purchasing authorities and shall submit to the Purchasing Agent, a completed Purchasing Authority form. Persons who may be designated as additional Purchasing Authorities shall be limited to Division Heads, Supervisors/Managers, and Administrative Secretaries.

Purchasing Authority designees shall be the Buyer authorized to make contact with the vendor and place the order according to policy guidelines.

D. All procurements, except for petty cash, Request for Warrant, and credit card procurements, shall be initiated by the

ADMINISTRATIVE POLICY NO. VI-B-1

SUBJECT: PURCHASING POLICY

Purchasing Authority on a Purchase Requisition Form with the designation of "Confirmed" or "Unconfirmed".

"**Confirmed**" purchase requisitions shall be acknowledgment that the vendor has been contacted and the order has already been placed by the Purchasing Authority.

"**Unconfirmed**" purchase requisitions shall be acknowledgment that the Purchasing Authority is requesting that the Purchasing Agent contact the vendor and place the order on behalf of the Purchasing Authority.

The Purchasing Authority shall indicate the method of procurement to be used by marking the appropriate box on the purchase requisition form.

- E. **The Method of Procurement** shall be determined by the Purchasing Authority based upon the total dollar amount of the purchase. Prior to transacting a purchase, the Purchasing Authority shall ascertain whether or not the goods or services needed are available through the City's Central Stores Warehouse System, or through a preestablished Open Purchase Order Contract.

When the goods or services requested are not available through Central Stores or an Open Purchase Order, the Purchasing Authority shall, based upon the total dollar amount of the purchase, use the corresponding method of procurement referenced in the following table.

TOTAL DOLLAR AMOUNT/METHOD OF PROCUREMENT

1. **In-House Central Stores/Stores Request:** For standardized recurring demand consumable goods available in house through the Central Stores System.
2. **Open Purchase Order Contracts/Voucher Release to Open P.O.:** Preestablished Purchase Orders for recurring demand consumables and/or services

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available from a specific authorized vendor and not available through Central Stores.

3. **\$50 or less/Petty Cash:** An exception to the purchase order procedure used for cash purchases of \$50 or less.
4. **Less than \$500/Authorization to Purchase:** For goods and services less than \$500 not otherwise available through Central Stores or open purchase order.
5. **\$500 or more/Purchase Order:** For goods and services, including contracts, totaling \$500 or more. Bids may be required depending upon the total dollar value of the purchase order.
 - a. **Less than \$500/Purchase Order:** Bidding not mandatory, however, informal quotes should be sought as time allows.
 - b. **\$500 but less than \$5,000/Purchase Order:** Informal bids required. May be written or verbal.
 - c. **\$5,000 or more/Purchase Order:** Formal bids required. Reference MMC 2904.

EXCEPTIONS TO THE PURCHASE ORDER PROCESS

1. **Credit Card:** An exception to the Purchase Order Procedure for gasoline and telephone use when City equipment not available.
2. **Request for Warrant:** An exception to the Purchase Order Procedure used for dues and subscriptions, travel and meeting expense; telephone and utility service, postal services; Pay for Elected Officials, Commissioners, Police Reserve and Auxiliary Firefighters; legal fees; FICA, PERS, employee group insurance, Workers Compensation claims, insurance

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claims; reimbursements, refunds, and replenishment of petty cash funds.

- F. **"Emergency Purchases"** may only be made by the Purchasing Authority when it vitally affects the preservation of life, health, and property, or when a delay would create a safety hazard or serious work stoppage. Such purchases shall be evidenced by a purchase requisition form and submitted to Purchasing within 24 hours or the next business day.
- G. **Training of the Purchasing Authority** shall be the responsibility of the Purchasing Agent. The Purchasing Agent shall notify each Purchasing Authority and designee of any change in policy or revision to procedure. Department Heads shall ascertain that each designee participate in the training sessions periodically scheduled by the Purchasing Agent.

Failure of a Purchasing Authority to make purchases within policy guidelines may result in the revocation of purchasing authority.

Any situation not otherwise covered by policy or procedure, or circumstances not clearly understood by the Purchasing Authority, shall be referred to the Purchasing Agent for clarification.

Procedures for performing the purchasing function according to policy shall be referenced in the Purchasing Procedures manual. The manual shall be established and maintained by the Purchasing Agent. Such manual shall be made available to each Purchasing Authority and periodically updated. All changes to Purchasing procedure shall be approved by the Finance Director.

SUBJECT: FEDERAL GRANTS PROCUREMENT GUIDELINES

1. Purpose

The purpose of this document is to provide City of Montebello with general procurement guidelines and procedures for goods and services acquired with Federal funds. These guidelines are not meant to cover all possible situations under federal grant procurements. For further guidance, refer to Title 2 U.S. Code of Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under Procurement Standards section 317 – 326.

2. Procurement Duties and Functions

When Federal funds are used in procurements for services or supplies, the City must comply with the following requirements:

- Provide full and open competition
- Include all applicable Federal clauses
- Comply with the Brooks Act if procurement of architectural and engineering services
- Prohibit geographic preferences
- Comply with the five-year limitation on purchases of rolling stock or replacement parts
- Award only to responsive and responsible contractors

3. Procurement Documentation Files

When appropriate, the procurement documentation file shall contain the following items:

- Acquisition Planning Information
- Evidence of Availability of Funds
- Rationale for the Method of Procurement
- List of Sources Solicited
- Independent Cost Estimate
- Statement of Work
- Copies of Published Notices
- Copy of the Solicitation, All Addenda, and All Amendments
- Liquidated Damages Determination
- An Abstract of Each Offer or Quote
- Contractor Certifications
- Determination of Contractor Responsiveness and Responsibility
- Cost or Pricing Data
- Determination that Price is Fair/Reasonable and Cost and Price Analysis
- Required Internal Approvals for Award
- Notice of Award

SUBJECT: FEDERAL GRANTS PROCUREMENT GUIDELINES

- Notice to Unsuccessful Offers
- Record of Any Protest
- Contractor Bond Documents and Notices to Sureties
- Required Insurance Documents
- Notice to Proceed

4. Contract Administration

The applicable department shall designate personnel to work with the assigned project manager to oversee capital projects and ensure that contractors perform in accordance with the terms, conditions, and specifications of their contract or purchase order.

5. Contract Documentation Files

When appropriate, the contract documentation files shall contain the following items:

- Purchase Request/Purchase Order
- Council Report
- Executed Contract
- Notice of Award
- Contractor Bond Documents and Notices to Sureties
- Required Insurance Documents
- Proposal/Bid
- Contractor Certifications
- Notice to Proceed
- Correspondence: Post-award, pre-performance, performance of contract
- Labor/DBE Compliance
- Invoices
- Approvals/Disapprovals of Contract Submittals & Requests for Contract Waivers
- CCO Documentation (Rationale for CCO, CCOs Issued, Increases/Decreases to Time & Cost)
- Documentation re Settlement of Claims/Disputes (Including Audit, Legal Review, Approval)
- Documentation re Stop Work, Suspension, Termination
- Documentation re Contract Close-Out

6. Methods of Procurement

The following methods of procurement may be used as appropriate:

SUBJECT: FEDERAL GRANTS PROCUREMENT GUIDELINES

1. Micro-Purchase

Per Federal guidelines, micro-purchases are those purchases of \$3,000 or less. Purchases below that threshold may be made without obtaining competitive quotations if it is determined that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis-Bacon Act applies to construction contracts over \$2,000.

Minimum documentation required: A determination that the price is fair and reasonable and how this determination was derived must be documented prior to the issuance of an award.

2. Small Purchases

Per Federal guidelines, small purchases are those purchases more than \$3,000 but less than \$100,000. If small purchases procedures are used, price or rate quotations shall be obtained from at least three qualified sources prior to award. Such purchases are exempt from Buy America requirements. The Davis-Bacon Act applies to construction contracts over \$2,000.

3. Sealed Bids/Invitation for Bid (IFB)

Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids.

Note: Sealed bids are evaluated by the procuring department for compliance with bid specifications, responsible and responsive bidders, verification of pricing, etc.

The procuring department transmits an award recommendation to the City Council to approve award.

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and

SUBJECT: FEDERAL GRANTS PROCUREMENT GUIDELINES

- d. No discussion with bidders is needed.

If this procurement method is used, the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
- b. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids; and
- d. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;

4. Competitive Proposal/Request for Proposals (RFP)

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids (i.e. when descriptions of experience, education, expertise, availability of services, etc, are necessary for evaluation).

If this procurement method is used, the following requirements apply:

- a. Requests for proposals will be publicized.
- b. All evaluation factors will be identified and included along with their relative importance in the RFP.
- c. Proposals will be solicited from an adequate number of qualified sources.
- d. Awards will be made to the responsible firm whose proposal is most advantageous with price and other factors considered.

5. Architectural and Engineering (A&E) Services

Architectural and Engineering (A&E) services must be procured using a qualifications-based process in accordance with the Brooks Act. Services subject to this requirement are program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services that lead to construction.

SUBJECT: FEDERAL GRANTS PROCUREMENT GUIDELINES

The Brooks Act requires that:

- a. An offeror's qualifications are evaluated;
- b. Price must be **excluded** as an evaluation factor;
- c. Negotiations be conducted with only the most qualified offeror; and
- d. Failing agreement on price, negotiations with the next most qualified offer or be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable. This "qualifications based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

6. Noncompetitive Proposals (Sole Source)

Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

1. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and **at least one** of the following circumstances applies:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. Federal authorizes noncompetitive negotiations;
- d. After solicitation of a number of sources, competition determined inadequate; or
- e. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to Federal: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.

2. A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

SUBJECT: FEDERAL GRANTS PROCUREMENT GUIDELINES

7. Piggybacking

Piggybacking is an assignment of existing contract rights to purchase supplies, equipment or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assignability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, completed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must contain both a minimum and a maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If the City and another party jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

8. Revenue Contract

Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing a Federally- funded asset. Federal guidelines require these contracts to be awarded utilizing competitive selection procedures and principles.

7. Evaluation of Bids or Proposals Prior to Award

As part of City's evaluation of bids or proposals prior to award, the following must be performed.

- Performs a cost or price analysis.
- Ensures award to responsive and responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract.
- Searched the System for Award Management (SAM) to identify debarred bidders.

8. Evaluations of Bid or Proposal Options

When bid options are included in a bid or proposal document, these options must be evaluated as part of the overall bid. This evaluation must be in a written narrative detailing the contract award and takes the option into account in reaching a procurement decision.

9. Exercise of Bid or Proposal Options

Bid options may not be exercised unless it is in accordance with the terms and conditions stated in the initial contract. In addition, a determination must be made that the option price is

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better than the market price or that the option price is more advantageous. Written documentation supporting the determination must be provided.

10. Written Selection Procedure

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- b. Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Evaluators and reviewers must follow the established criteria when rating the proposals.

11. Advertising Solicitation

IFBs and RFPs must be publicly advertised at least ten (10) days prior to the solicitation's due date. A longer time period is suggested for larger, more complex procurements.

IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond.

RFPs must identify all evaluation factors along with their relative importance.

12. Pre-Bid and Pre-Proposal Conferences

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective offerors and explaining complicated specifications and requirements to them after the solicitation has been issued and before offers are received. This is also an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance.

13. Conflict of Interest

Employees, officers, board members, or agents of the City of Montebello are prohibited from participating in the selection, award, or administration of contracts or sub-agreements

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supported by federal funds if a real or apparent conflict of interest exists. City employees are required to disclose any potential conflicts of interest and adhere to the Conflict of Interest Guidelines.

An ethics clause is included in the City's boilerplates. Additionally, all purchasing or related personnel must complete the State of California, Fair Political Practices Commission, Form 700, Statement of Economic Interests, on an annual basis.

14. Protest Procedures**1. Proposal Protest Procedures (Policy Before Proposal Opening)**

A protest filed before a proposal opening must be filed in writing no later than ten (10) working days before a proposal opening. The most common types of protest that might be filed before a proposal opening would include one based upon restrictive specifications, or alleged improprieties in any type of solicitation that is apparent prior to the scheduled proposal opening. The City will grant the protesting firm a fair review, and allow up to ten (10) working days to review or appeal a decision provided no state or federal law or regulation has been violated. It is the intent of the City to resolve all protests at the local level.

When a protest is filed before a scheduled proposal opening certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. A protest that is mailed to the Director of Finance must be received by the City within the specified time frame.

The City of Montebello
Attn: Director of Finance
1600 W. Beverly Blvd.
Montebello, CA 90640

- B. The protest must contain the reason(s) for the protest and should recommend a remedy.
- C. Where appropriate, The City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers provided they have a substantial economic interest in a portion of the RFP.

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- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest, unless it is determined that:
 - The items to be procured are urgently required, or;
 - Delivery or performance will be unduly delayed by failure to make the award promptly, or;
 - Failure to make prompt award will otherwise cause undue harm to The City or the Federal Government.
- F. The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Finance and will include a response to each substantive issue raised in the protest.
- G. After the exhaustion of administrative remedies the protesting party will be given our final decision. The Director of Finance has the authority to make the final determination regarding all protests.

2. Proposal Protest Procedures (Policy after Proposal Opening/Post Award)

A protest filed after a proposal opening or post award must be filed within five (5) working days after the proposal opening or notice of award. The types of protests most commonly filed after proposal openings are varied, e.g., one in which the award is made to other than the low proposer, changes to the criteria during proposal evaluation, proposal compliance, etc. The City will grant the protesting firm a fair review, and allow up to ten (10) working days to review or appeal a decision provided no state or federal law has been violated. It is the intent of the City to resolve all protests at the local level.

All protests, including protests within Federally funded projects, must follow certain guidelines.

- A. The protest must be submitted in writing within the specified time frame (no later than five (5) working days after the proposal opening or notice of award). All protests must be filed with the Director of Finance for determination. A protest that is mailed to the Director of Finance must be received by the City within the specified time frame.
- B. The protest must contain the reason(s) for the protest and recommend a remedy.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers provided they have a substantial economic interest in a portion of the RFP.
- D. The City will respond in writing within ten (10) working days after receipt of the protest. The response will be provided by the Director of Finance and will include a response to each substantive issue raised in the protest.

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- E. After exhaustion of administrative remedies, the protesting party will be given our final decision. The Director of Finance has the authority to make the final determination regarding all protests.

All protests must be filed within five (5) working days of the date the protester knew or should have known of the violation.

15. Cost and Price Analysis

The City shall perform a written cost or price analysis in connection with every procurement action, including contract modifications, to assist in the determination of reasonableness or unreasonableness of price. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City will make independent estimates before receiving bids or proposals.

- A. Cost Analysis. A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated costs, e.g., under professional consulting and A&E services contracts.

A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

- B. Price Analysis. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.
- C. Profit. The City will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- D. Federal Cost Principles. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles.
- E. Cost Plus Percentage of Cost Prohibited. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

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16. Contract Amendments and Change Orders

- A. Contract Amendments. Contract amendments shall be used pursuant to any changed Article in the basic contract when it becomes necessary to change the contract cost and/or fee, Statement of Work, Period of Performance, or any other mutually agreeable change to the Contract. All Contract Amendments must be executed in writing by the authorized representative of the Contractor and the City. Additions and/or increases in the Scope of Work may constitute a new procurement and, as such, will be processed in the prescribed manner. Or the additional requirements may be formalized by Contract Amendment. The Project Manager shall coordinate the requirement for a Contract Amendment as soon as the need is known and shall provide the necessary documentation to permit the Amendment to be processed in the most expeditious manner to prevent delays in the Project Schedule.

The minimum documentation required to formalize a Contract Amendment is as follows:

1. A properly executed Purchase Requisition (for changes to Contract Price).
 2. A revised Statement of Work, if appropriate.
 3. Technical Evaluation of Contractor's proposal.
 4. Procurement Summary with Cost and/or Price Analysis.
- B. Change Orders. Under certain unforeseeable conditions it may become necessary to redirect the Contractor's effort to prevent an adverse impact on the Project. In such instances, the City may issue directions by a unilateral "Change Order." If such a direction causes an increase or decrease in the estimated cost and/or fee, a change in the Period of Performance, or affects any other provision of the Contract, the Change Order shall be incorporated into the Contract by formal Contract Amendment in the most expeditious manner possible.

17. Prohibit Geographic Preferences

The City shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A & E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

18. Liquidated Damages Provisions

The City may use liquidated damages if it may reasonably expect to suffer damages (increased cost on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine.

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The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquated damages recovered shall be credited to the project account involved unless the Federal permits otherwise.

19. Brand Name or Equals

Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used. Departments shall use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, a department wishing to use "brand name or equal" must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.

20. Bonding

For construction, and other contracts for less than \$100,000, the grantee is to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds. For contracts for more than \$100,000, however, Federal has established certain minimum bonding requirements. Federal may accept the bonding policy of the grantee as long as these minimum requirements are met:

1. A Bid Guarantee Bond from each bidder equal to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A Performance bond for one hundred (100) percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A Payment bond, Materials & Labor bond are incorporated in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for the contract. Payment bond amounts required from contractors are as follows:
 - a. 50% of the contract price if the contract price is not more that \$1 million;

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- b. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; and
 - c. \$2.5 million if the contract price is more than \$5 million.
4. A cash deposit, certified check or other negotiable instrument may be accepted by the City in lieu of performance and payment bonds, provided the City has established a procedure to assure that the interest of Federal is adequately protected.

21. Contract Term Limitation

The City shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contracts, and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification.

22. Payments**1. Advance Payments**

Federal does not authorize, and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from Federal.

2. Progress Payments

Progress payments may be used provided the following requirements are followed:

- a. Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- b. The City must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the City's interest in the progress payment.

23. Disadvantage Business Enterprise (DBE)

It is the policy of the City to ensure that DBEs have an equitable opportunity to compete for and participate in the City's federally-assisted contracts and subcontracts. The City is firmly committed to its DBE Program and the following objectives, which are designed to:

- Ensure nondiscrimination in the award and administration of the City's federally-assisted contracts

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- Create a level playing field by which DBEs can fairly compete for the City's federally - assisted contracts
- Ensure that the City's DBE Program and Overall goals are narrowly tailored in accordance with applicable law
- Ensure that only firms that fully meet Title 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the City's DBE Program
- Help remove barriers which impede the participation of DBEs in the City's federally - assisted contracts
- Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program
- Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

24. Debarment and Suspension / Excluded Parties Lists System (EPLS)

The City will refrain from awarding any third party contract of any amount with a party included in the "U.S. General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs".

The City shall review the Excluded Parties List System at www.sam.gov prior to contract award.

25. Buy America

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than \$100,000 the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted, the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered nonresponsive.

If the bidder executes certification that it cannot comply but may be eligible for an exception, then the City shall review the circumstances and determine if it should request a waiver from the Federal. There are specific instances included in the regulations for waiver of Buy America provisions including that it is in the public's best interest, that there are no U.S. products available, or there is a 25 percent price difference between the foreign and domestic products.

26. Lobbying

Contractors who bid for an award of \$100,000 or more must file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each level of Federal fund recipient certifies to the level above it that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of the City, a member of Congress, officer or employee of Congress, or an employee of a member of

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Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Federal fund recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that specific Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reaches the grantor.

27. Federal Clauses / Requirements

The City shall include specific clauses in Federal-funded procurements, intergovernmental agreements and sub-recipient agreements. Not all clauses apply to every contract. The applicability of clauses depends on the size and type of contract. Procurement above the micro-purchase (more than \$3,000) thresholds must include all applicable Federal clauses as part of the solicitation, purchase order, or contract.

28. Standard Boilerplates

The City utilizes standard boilerplates in its solicitation. The standard boilerplates are the following:

- Section 1: Notice of Request for Proposals
- Section 2: Instructions to Proposers
- Section 3: General Provisions
- Section 4: Special Provisions
- Section 5: Federal Requirements
- Section 6: Technical Specifications
- Section 7: Contract
- Section 8: Forms and Certifications Submittal Requirements
- Section 9: Appendixes

29. Form Submittal Requirements

When appropriate, The City includes in its solicitation standard forms and certifications. Below is the list of forms/certifications:

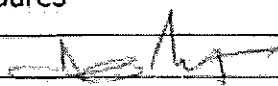
- Bid Bond
- Performance Bond
- Payment Bond
- Price Proposal Sheet
- References
- Receipt of Addenda Form
- Proposers Information, Qualification Certification (2 pages)

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- Statement of DBE Participation
- Monthly DBE Subcontractors Paid Report Summary & Payment Verification
- Bidder's List of Subcontractors, Part I
- Bidder's List of Subcontractors, Part II
- Buy America Provision
- Ineligible Contractors (Prime)
- Ineligible Contractors (Sub)
- Certification of Restrictions on Lobbying
- Disclosure of Lobbying Activities
- Certification Regarding Debarment, Suspension
- Non-Collusion Affidavit of Prime Bidder
- Non-Collusion Affidavit of Subcontractor
- Certification of Drug-Free Workplace
- Product Evaluation Questionnaire

30. City of Montebello's Municipal Code

The City shall also comply with purchasing guidelines pursuant to the Municipal Code.

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Approved by: 			

1.0 Purpose

The purpose of this document is to identify procedures for the Purchasing Process.

2.0 Scope

This procedure will apply to individual(s), division(s), and department(s) involved with purchasing.

3.0 Responsibilities of the Purchasing Officer

The Finance Director shall be considered the "Purchasing Officer" of the City pursuant to Section 3.20.020 of the City's Municipal Code and shall be under the direction of the City Manager. The Purchasing Officer shall have the duty and authority to:

- 3.1** Purchase or contract for supplies and equipment required by any using department in accordance with purchasing procedures described herein, such administrative regulations as the Purchasing Officer shall adopt and such other rules and regulations as shall be prescribed by the City Council.
- 3.2** Negotiate and recommend execution of contracts for the purchase of supplies and equipment.
- 3.3** Act to procure for the City the needed quality in supplies and equipment at the least expense to the City.
- 3.4** Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.
- 3.5** Prepare and recommend to the City Council rules governing the purchase of supplies and equipment for the City.
- 3.6** Prepare and recommend to the City Council revisions and amendments to the purchasing rules.
- 3.7** Keep informed of current developments in the field of purchasing, prices, market conditions, and new products.
- 3.8** Prescribe and maintain such forms as are reasonably necessary to the operation of the rules and regulations.
- 3.9** Supervise the inspection of all supplies and equipment purchased to insure uniform conformance with specifications.
- 3.10** Recommend the transfer of surplus and unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used, or which have become unsuitable for City use.

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- 3.11** Maintain a bidders' list, vendors' catalog file and records needed for the efficient operation of the Purchasing Division.

The Purchasing Officer, with approval of the City Council, may authorize, in writing, any department to purchase or contract for specified supplies and equipment independently of the Purchasing Division, but he/she shall require that such purchases or contracts shall be made in conformity with the procedures established by this SOP and shall further require periodic reports from the department on the purchases and contracts made under such written authorization.

4.0 Responsibilities of the Purchasing Office

The Purchasing Division is responsible for the procurement of supplies, general services, equipment, and special equipment (which are not included within a construction contract); review of construction, professional, and management services; establishing and administering purchasing and procedures; and for the management of surplus City property. To perform these functions efficiently and assist operating departments, the Purchasing Division shall:

- 4.1** Recommend the execution of contracts for the purchase of supplies, general services, special equipment, and services.
- 4.2** Keep informed of the current developments concerning purchasing, prices, market conditions and new products and recommend revisions to purchasing procedures when necessary.
- 4.3** Prescribe and maintain all forms and records necessary for the efficient operation of the purchasing system.
- 4.4** Supervise and coordinate the process with operating departments for the inspection of all supplies, general services, special equipment, and services purchased to assure conformance with City specifications.
- 4.5** Supervise the transfer of surplus and unused supplies and equipment or sale/disposal of such.
- 4.6** Maintain an up-to-date bidder list, vendors' catalogs, files and such other records as needed to perform these duties. Coordinate vendor relations, locate sources of supply, maintain vendor listing, and evaluate and document vendor performance.
- 4.7** Assist operating departments with research and recommendations in developing specifications; review specifications for completeness of information and ensure

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that purchasing specifications are open and non-restrictive to encourage full competition.

4.8 Identify, evaluate, and utilize purchasing agreements that best meet the City's needs (i.e., cooperative purchases, blanket purchase orders, contractual agreements, etc.).

4.9 Perform such other tasks as may be necessary for the proper conduct of purchasing supplies, general services, and equipment.

5.0 Responsibilities of the Finance Department

5.1 Ensure that there exists an unencumbered appropriation in the fund accounts against which any purchase is to be charged. If the account is over-budgeted, and it is the correct account to be used, contact the issuing department and request a budget transfer. In case of an emergency, the City Manager or Finance Director, or his/her designee, can authorize a budget override for the budget transfer on a case-by-case basis.

5.2 Ensure sufficient bids or quotes are attached to the purchase order request.

5.3 Ensure that the purchase order does not go over the "not to exceed" amount pursuant to the contract/agreement when applicable.

5.3.1 In the event that sales tax and/or freight charges were not included in the purchase order, the Controller or Finance Director, or his/her designee, has the right to accept these charges in the not-to-exceed amount of \$50.00.

5.4 Review and issue purchase orders.

5.4.1 See **Section 13.0 – Purchasing Procedures** herein for steps involved in establishing a purchase order.

5.5 Review and make certain that assets are being flagged appropriately per the City's Capital Asset policy.

5.6 Review purchase orders when an invoice is processed for payment that involves a purchase order.

5.7 If an invoice is presented for payment that should have a purchase order and does not have a purchase order, contact the ordering department and resolve the deficiency prior to processing for payment.

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- 5.8** If a payment exceeds the purchase order limit, notify the issuing department and the City Manager. Do not process the invoice for payment until the deficiency has been resolved by the department submitting the invoice and the City Manager.
- 5.9** Provide on-line access to each issuing department so they can check the status of a purchase order.
- 5.10** Generate and send a detailed open purchase order report to each department for review on a quarterly basis.

6.0 Responsibilities of Operating Departments

- 6.1** Provide at the beginning of each fiscal year, an updated authorized signature list to the Purchasing Officer designating those individuals who are delegated the authority to make purchases pursuant to the SOP as described herein.
- 6.2** Departments may purchase a specified and limited amount of supplies, equipment, special equipment/supplies, and services independently of the Purchasing Officer in accordance with the dollar thresholds established for each type of purchase (listed in the respective chapter of each type of purchase). Departments must keep a record of such purchases and exercise reasonable prudence in seeking price quotes when purchasing such items. All purchases shall be made with funds in an unencumbered appropriation.
- 6.3** Communicate and coordinate all purchases (\$500 and over) with the Finance Department and Purchasing Officer.
- 6.4** Anticipate requirements sufficiently in advance to allow the Purchasing Officer adequate time to obtain goods in accordance with the best purchasing practices.
- 6.5** Inspect all supplies, general services, special equipment, and services purchased to assure conformance with City specifications.
- 6.6** Provide detailed, accurate specifications to ensure goods obtained are consistent with requirements and expectations.
- 6.7** Inform the Purchasing Officer of any vendor relations problems, shipping problems (i.e., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations which should be brought to the attention of the Purchasing Division.
- 6.8** Minimize urgent and sole source purchases and provide written documentation signed by the Department Director when such purchase may be necessary.

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- 6.9** Follow the bidding limits and procedures as established by the Municipal Code and this SOP.
- 6.10** Assist the Purchasing Division with the review of all received for compliance with specifications and provide the Purchasing Division with written documentation regarding findings. After purchasing reviewing, prepare a recommendation to City Council for award of the bid.
- 6.11** Notify vendors of purchase award when authorized by the Purchasing Officer.
- 6.12** Review the open purchase order list from Finance on a quarterly basis and close any purchase orders that are no longer needed.
 - 6.12.1** Funds that have been encumbered by the open purchase order that is now closed will be returned to the budget.

7.0 Conformance with Bidding Procedures

Purchases of supplies and equipment for City use shall be made and accomplished in conformity with Section 9.0 or Section 10.0 except:

- 7.1** When an emergency, as determined by the Purchasing Officer with the approval of the City Manager, is deemed required that an order be placed with the nearest available source of supply; or
- 7.2** When the supplies and equipment needed can be obtained from one source only; or
- 7.3** When the City Council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the City Council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or
- 7.4** When the amount of the purchase involved is less than twenty-five thousand dollars (\$25,000), or five thousand dollars (\$5,000) if purchased for a public work project as defined in Section 20161 of the Public Contract Code.

8.0 Use of Purchase Orders

- 8.1** The purchase of goods and services including contracts totaling five hundred dollars (\$500) to twenty-five thousand dollars (\$25,000) or more shall require three (3) or more bids or quotes, be made by purchase order. Exceptions may be processed by request for warrant and shall be limited to dues and subscriptions; travel and meeting expense, telephone, utility, and postal services;

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pay for elected officials, commissions, police reserve and auxiliary firefighters; legal fees, FICA, PERS, employee group insurance, workers' compensation claims, insurance claims; reimbursements, refunds and replenishment of petty cash funds.

8.1.1 Written bids or quotes should be received but may be done by telephone if documented by a follow-up email with date, time, person contacted, and other relevant information placed in written form.

8.2 The purchase of equipment or supplies totaling five hundred dollars (\$500) to twenty-five thousand dollars (\$25,000) or more shall require three (3) or more bids or quotes and be made by purchase order.

8.2.1 Written bids or quotes should be received but may be done by telephone if documented by a follow-up email with date, time, person contacted, and other relevant information placed in written form.

8.3 Also exempted is the purchase of inventory stock replenishment for all store materials.

8.4 In the event that goods or services are to be provided City-wide, and not project specific, it is recommended that a blanket purchase order be issued with a not-to-exceed amount established. The issuing department for such blanket purchase order is responsible for monitoring the amount spent and that it is within budget.

9.0 Formal Contract Procedure

Except as otherwise provided herein, purchases and contracts for supplies and equipment of an estimated value greater than twenty-five thousand dollars (\$25,000), which do not constitute a public work project as defined by Section 20161 of the Public Contract Code, or a public work project, as defined by Section 20161 of the Public Contract Code, in excess of five thousand dollars (\$5,000), shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

9.1 Notice Inviting Bids. Notice inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.

9.1.1 Published Notice. Notices inviting bids shall be published at least ten (10) days before the date of opening the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published in the City, or if there is none, it shall be posted in at least three (3) public

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places in the City that have been designated by ordinance as the places for posting public notices.

9.1.2 Bidders' List. The Purchasing Officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their name be added thereto.

9.1.3 Bulletin Board. The Purchasing Officer shall also advertise pending purchases by a notice posted on a public bulletin board in the City Hall.

9.2 Bidders' Security. When deemed necessary by the Purchasing Officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit their security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless the City is responsible for delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the City Council awards the contract to the next lowest bidder, the amount of the lowest bidders' security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

9.3 Bid Opening Procedure. Sealed bids shall be submitted to the Purchasing Officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid closing.

9.4 Rejection of Bids. In its discretion, the City Council may reject any and all bids presented and re-advertise for bids.

9.5 Awards of Contracts. Contracts shall be awarded by a four-fifths vote of the City Council to the lowest responsible bidder except as otherwise provided herein.

9.6 Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the City Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of bid opening.

9.7 Performance Bonds. The City Council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the City. If the City Council

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requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

10.0 Open Market Procedure

Purchases of supplies and equipment of an estimated value in the amount of twenty-five thousand dollars (\$25,000) or less may be made by the Purchasing Officer in the open market without observing the procedure described by Section 7.0.0 herein.

- 10.1** Minimum Number of Bids. Open market purchases shall, wherever possible, be based on at least three (3) bids, and shall be awarded to the lowest responsible bidder.
- 10.2** Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors or by telephone (if documented by follow-up email with date, time, person contacted, and other relevant information placed in written form) or by public notice posted on a public bulletin board in City Hall.
- 10.3** Written Bids. Written bids or quotations shall be submitted to the Purchasing Officer who shall open them and keep a record of all open market orders and bids for a period of one (1) year after the submission of bids or the placing of orders. This record, while so kept, shall be open to public inspection.

11.0 Bidding Procedure Prescribed

Whenever bids are required by law for the letting of contracts, the doing of work or the furnishings of supplies, equipment or materials, all of the steps, acts and proceedings required by law shall be fully complied with, and in particular and supplementary to the acts, steps and procedures, the procedure hereinafter set forth in this Section regulating the notices inviting bids, the publication and posting of the notices, and the opening of the bids shall be followed.

- 11.1** Notice-Contents. The notice inviting bids shall set a date for the opening of the bids. All such notices, whether mailed, published, or posted, shall state the date, the hour, and the place at which the bids called for are to be opened, and shall also state the date, the hour, and the place of the City Council meeting at which the City Council intends to take action on the bids.
- 11.2** Bids-Opening. All bids shall be returnable to the Purchasing Officer or to the office of the City Clerk, and at the hour and date stated in the notice, all bids shall be publicly opened at the office of the City Clerk in the presence of the City Clerk, Purchasing Officer, a representative of the department, or departments, to which the purchase or contract is to be charged, and all other interested parties who wish to attend and witness the opening of the bids. As each bid is opened,

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it shall be read aloud so that all persons interested in the bidding may hear the contents thereof, although no more of the bid need be read or announced than would ordinarily be announced in an open City Council meeting for the same purpose. From and after the time of their opening, the City Clerk shall, upon request of any interested party, read or give such further information from the bids as may be requested.

11.3 Bids-Compiling. After they have been opened, all bids shall be examined and studied by the City Clerk, Purchasing Officer, and any other officials necessary for the proper analysis of the bids to see if they comply with the notice inviting bids and are in all other respects in good order. A report shall then be made by the appropriate department to the City Council announcing the results of the investigation and particularly designate which bid is found to be the lowest bid, the next lowest bid, and all of the other bids in ascending order of the figure or figures quoted.

11.4 Bids-Report-Awarding.

11.4.1 At the City Council meeting at which the bids are acted upon, the staff report shall be read publicly, and the bid of the lowest bidder shall be publicly announced. The staff report is not to be placed on the consent calendar of the respective agenda.

11.4.2 After having complied with the foregoing procedure, the City Council shall proceed in accordance with applicable provisions of law or this code either to award the bid and to let the contract therein referred to, or to take such other action as may be authorized by law.

11.5 Officer-Deputies. In the absence of the City Clerk or Purchasing Officer, a duly authorized assistant or deputy may act in his/her place.

12.0 Local Vendor Preference

12.1 Whenever practical, the Purchasing Officer shall first ascertain the availability of goods and services from responsible local sources within City limits before considering outside sources and, if available, shall (as provided for in Section 7.0) solicit formal and/or informal bids from responsible local sources seeking the best price, quality, and delivery possible the best serves the interest of the City.

12.2 The Purchasing Officer may seek competitive pricing outside the City when it is determined that the best interests of the City related to price, quality and delivery will not be served by local sources.

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12.3 The Purchasing Officer may establish competitively priced purchase agreements, open purchase, and blanket purchase orders with responsible local vendors via written quotes or negotiated agreements as provided for in Section 7.0.

12.4 For purposes of determining final cost, City vendors may be allowed a one percent (1%) allowance in determination of low bid based upon estimated sales and business tax return and local service convenience. All request for sealed bids must include notification of local vendor allowance.

12.5 For goods and/or services that are Federally funded, Local Vendor Preference shall not apply.

13.0 Purchase Order Procedures

13.1 Purchase Order creation:

13.1.1 In the New World System (NWS), select the Financial Management Category.

13.1.1.1 From the drop-down menu, select Procurement, then Purchasing, then Purchase Orders.

13.1.2 At the bottom of the new screen entitled "Purchase Order List", press "New" for creating a new purchase order.

13.1.3 On this new screen, you will enter information in the following categories:

13.1.3.1 Vendor

13.1.3.2 Description

13.1.3.2.1 Description should reasonably match the description of the account used and should be a brief summary of the whole purchase.

13.1.3.3 Type

13.1.3.3.1 Standard or Blanket

13.1.3.4 Form Type

13.1.3.4.1 Standard

13.1.3.5 At this point you will notice a section entitled "Item"

13.1.3.6 Item

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13.1.3.6.1 Miscellaneous

13.1.3.7 Description

13.1.3.7.1 Be as descriptive as you can.

13.1.3.8 Quantity

13.1.3.9 Unit of Measure

13.1.3.10 Price per Unit

13.1.3.11 GL Account

13.1.3.11.1 Charges to base accounts is not permitted unless the account is standalone. The use of the sub account is recommended.

13.1.3.11.2 Use accounts that best describe the nature of the product.

13.1.3.11.3 In the event the appropriate account does not have sufficient funds, a budget transfer needs to be completed.

13.1.3.11.3.1 In the event that the issuance of the purchase order is urgent, the Finance Department can override the purchase order for payment. Issuing department is still responsible for the budget transfer.

13.1.3.11.4 Miscellaneous expense account (7050) should not be used.

13.1.3.12 Any purchase of a tangible item which is more than \$5,000/unit should be flagged as an asset.

13.1.3.12.1 Under the "Item" section, "Ca. capital assets" is to be entered in this section.

13.1.3.12.2 On the lower right side of the page, make certain that the "Create New Asset" box is checked.

13.2 All supporting documents are to be attached to the purchase order.

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13.2.1 Staff who creates the purchase order are responsible for attaching any necessary documentation to the purchase order.

13.2.1.1 Documentation includes: quotes, RFPs, signed contracts/agreements, resolutions, and staff reports for purchase orders in excess of \$5,000 in accordance with the City's purchasing policy.

13.2.1.2 Documentation can be attached to the purchase order in NWS.

13.3 The Purchase Order report shall be approved by the Finance Director, or appropriate designee.

13.4 Purchase Orders are to be printed.

13.5 Purchase order changes:

13.5.1 In NWS, select the Financial Management category.

13.5.1.1 From the drop-down menu, select Procurement, Purchasing, then Change Purchase Orders.

13.5.1.2 Enter the purchase order number and select "search".

13.5.1.3 Click on the purchase order hyperlink that appears under the column heading "P.O. Number"

13.5.1.4 You will need to choose the reason for the change/correction to the purchase order.

13.5.1.4.1 In the event the change is made to increase the purchase limit, proper documentation substantiating the increase must be attached to the change order request.

13.5.1.5 Make any necessary changes.

13.5.1.6 Click on the "Save" button on the lower left.

13.5.1.7 Validate and approve the changes made.

13.5.1.7.1 Click on the checkmark icon to validate, then the thumbs up icon to approve.

13.5.1.8 Any change orders will be processed within four (4) business days.

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13.6 A comprehensive PowerPoint presentation on purchase orders is attached to this SOP.

14.0 Federal Grants Procurement Guidelines

The following provides guidelines for the procurement of goods and services in compliance with the City's Federal Grants Procurement Guidelines.

The procedures apply to all City department employees who are involved in the federal procurement process.

14.1 Procurement Steps:

- 14.1.1** Department heads or their designees will assign the ordering of goods or services to designated staff in their respective departments.
- 14.1.2** The designated staff will obtain all necessary quotes, bids, correspondence and other documents pertaining to the procurement of goods or services ("Procurement Documents") as indicated in the City's Federal Grants Procurement Guidelines. The designated staff shall keep a paper trail of all procurement materials received as part of the procurement process. The designated staff shall store the Procurement Documents in a corresponding physical bid file that is created and maintained by designated staff.
- 14.1.3** After obtaining sufficient documentation, the designated staff will create a purchase order in the financial system, attach all back-up documents to the purchase order and submit to their respective department head or designee for review and approval.
- 14.1.4** The department head or designee shall review the purchase order and Procurement Documents to ensure the procurement process complies with all applicable laws and City's policies.
- 14.1.5** If the procurement process above complies with the City's policies, the department head or their designee shall review and approve the purchase order and send the purchase order to Finance for review. Otherwise, he/she shall return the purchase order to the designated staff for correction. The department head or designee shall document their approval, in writing, in the physical bid file.
- 14.1.6** Once the department head or their designee approves the purchase order in the financial system, a Finance designated staff member shall review and approve the purchase order and Procurement Documents.

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The designated staff member from Finance shall document their approval, in writing, in the physical bid file. The designated Finance staff member will be assigned by the Finance Director or his/her designee.

- 14.1.7** After the Finance staff reviews and approves the purchase order in the financial system, the Finance Director or his/her designee will review and approve the purchase order at the final level in the financial system.
- 14.1.8** The final approval by the Finance Director or his/her designee will generate a purchase order number in NWS.
- 14.1.9** Once the purchase order number has been assigned, the department that originated the purchase order can contact the vendor to place the order for goods or services.

15.0 Change in Purchasing Limit Amounts

From time to time, due to financial emergencies, City Council may temporarily amend the purchasing limits set forth in this SOP through an adoption of an emergency resolution. Once those established in the resolution either expire due to a "sunset clause" in the resolution, or by a rescinding resolution adopted by the City Council, the original purchasing limits set forth in this SOP will be in effect.

City of Montebello Purchasing Guideline History and Recommendation as of December 19, 2018

Procurement Element	1987 VI-B-1	2008 Code 3.20 & 3.21	June 2017 Res 17-40	August 2017 VI-B-2 (Fed)	June 2018 SOP 600	November 2018 Proposed Amendments
PO Required	\$ 500 or more	\$ 25,000 or more	N/A	N/A	\$ 500 or more	\$ 3,000 or more
PO Exceptions	Dues, subscriptions, travel, utilities, legal, payroll related, insurance claims, inventory; credit card charges for gasoline and telephone	Dues, subscriptions, travel, utilities, legal, payroll related, insurance claims, inventory	N/A	N/A	Dues, subscriptions, travel, utilities, legal, payroll related, insurance claims, inventory	Dues, subscriptions, travel, utilities, legal, payroll and related, insurance premiums and claims, refunds, contracts, elected officials' pay, debt, other government agencies, and emergencies
Formal RFP/Bid						
Professional Services	\$ 5,000 or more	Greater than \$ 50,000	Greater than \$ 50,000	\$ 100,000 or more	N/A	\$ 50,000 or more
Public Works	\$ 5,000 or more	Greater than \$ 5,000	Greater than \$ 5,000	\$ 100,000 or more	Greater than \$ 25,000	\$ 5,000 or more
All other	\$ 5,000 or more	Greater than \$ 25,000	Greater than \$ 25,000	\$ 100,000 or more	\$ 25,000 or more	\$ 50,000 or more
Informal RFP/Bid/Quote						
Professional Services	Less than \$ 5,000	\$ 50,000 or less (min 3)	\$ 50,000 or less (min 3)	Between \$3K & \$100K	N/A	Between \$3K & \$50K
Public Works	Less than \$ 5,000	\$ 5,000 or less (min 3)	\$ 5,000 or less (min 3)	Between \$3K & \$100K	N/A	Between \$3K & \$ 5K
All other	Less than \$ 5,000	\$ 25,000 or less (min 3)	\$ 25,000 or less (min 3)	Between \$3K & \$100K	\$ 25,000 or less; emergencies	Between \$3K & \$50K
Exceptions to RFP/Bid	N/A	Emergencies, Sole Source, City Council Waives	Emergencies	\$ 3,000 or less	\$ 499 or less; emergencies	\$ 3,000 or less; emergencies
Local Preference 1%	N/A	Yes	N/A	N/A	Yes	Yes
Local Preference Exceptions	N/A	Federal Funding	N/A	N/A	Federal Funding	Federal Funding
No procurement splitting	N/A	Yes	N/A	N/A	N/A	Yes
Budgeted funds available	N/A	Yes	N/A	N/A	Yes	Yes
City Council Authority	N/A	Greater than \$ 50,000	Greater than \$ 20,000	N/A	N/A	Greater than \$ 50,000
City Manager Authority	N/A	\$ 50,000 or less	N/A	N/A	N/A	\$ 50,000 or less
Department Head Authority	N/A	N/A	N/A	N/A	N/A	\$ 10,000 or less
Other Staff Authority	N/A	N/A	N/A	N/A	N/A	As designated by CM
Joint Contract/Piggybacking	N/A	City Council pre-approval	N/A	Must state min & max qty	N/A	Any CA or CA local agency as long as it meets or exceeds City's Code for competitive bidding
May not exceed 5 years	N/A	N/A	N/A	Yes	N/A	Yes
Purchases = annual	N/A	N/A	N/A	N/A	N/A	Purchase = per circumstance
Authorization of Routine	N/A	N/A	N/A	N/A	N/A	Yes
Large Annual Procurements	N/A	N/A	N/A	N/A	N/A	Yes
Blanket POs	N/A	N/A	N/A	N/A	Yes	Yes
Fin Dir PO var (ship & tax)	N/A	N/A	N/A	N/A	\$ 50 or less	Up to 10%
Council Travel Budget	N/A	N/A	\$ 3,600 or less	N/A	N/A	Pro-rated Adopted Budget

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Iain MacMillan, Deputy City Attorney
SUBJECT: Piggybacking Procurement Ordinance
DATE: December 19, 2018

RECOMMENDATION

City staff recommends that the City Council introduce and waive the first reading of an ordinance expressly authorizing "piggybacking" contracts for the purchase of supplies, equipment, and services, under certain circumstances.

DISCUSSION

California law allows a local public agency to use an existing competitively bid contract for goods/services between another governmental agency and a vendor in order to purchase the same goods/services on the same or similar terms as those outlined in the awarding bid document. This action is commonly referred to as "piggybacking", and is utilized by most local public agencies. The local public agency does not become a signatory to, or participate in, the original contract but instead negotiates a new contract with the vendor based on the initial governmental agency's contract.

Piggybacking is a common local public agency procurement practice because it can produce significant savings, including cost, time, and other resources, as the consolidated buying power of multiple agencies may result in a lower overall cost than if the City attempted to procure the goods or services on its own.

The proposed ordinance attached to this staff report allows for "piggybacking" so long as:

1. The purchase contract with the vendor(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating governmental agency or other organization; and

2. The purchase is made within two years of the competitive bid or negotiation; and
3. The purchase conforms to the City's specifications for the item or service; and
4. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the City pursuant to the otherwise applicable Municipal Code provisions.

Additionally, all "piggyback" purchases that exceed \$50,000 must be approved by the City Council. Lastly, as City staff currently reviews the City's purchasing policies and prepares a more comprehensive recommended update, it is recommended that the Council consider this "piggybacking" ordinance more immediately for adoption as several City departments could benefit from its procurement power.

FISCAL IMPACT

This ordinance enables the City to utilize piggybacking, under limited circumstances, in order to procure supplies, equipment, and services that have already been competitively bid by other governmental agencies, without spending resources to create its own bid proposal process and encounter associated procurement delays and costs.

ATTACHMENTS

1 – Piggybacking Procurement Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO, CALIFORNIA, ADDING SECTION
3.20.125 OF THE MONTEBELLO MUNICIPAL CODE
RELATING TO PIGGYBACKING PURCHASE
AGREEMENTS FOR SUPPLIES, EQUIPMENT, AND
SERVICES**

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, purchasing, police, sanitary, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, existing law allows for local public agencies to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency; and

WHEREAS, the City Council of the City of Montebello desires to update its purchasing policies and procedures to allow for "piggybacking" contracts for the purchase of supplies, equipment, and services in accordance with State law, including but not limited to Government Code sections 54202-54203.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Incorporation of Recitals

The City Council for the City of Montebello, based on the entire record before it, finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. Section 3.20.125, titled "Piggybacking purchasing agreements," is hereby added to the Montebello Municipal Code to read as follows:

3.20.125 – Piggybacking purchasing agreements.

- A. The purchasing officer may arrange for the City and enter into purchase contracts with a vendor(s) for the purchase of supplies, equipment, services, including but not limited to materials, vehicles and apparatus, the pricing and terms of which have been previously established by another local, County, State, federal or other public entity, school district, League of California Cities, California Communities Program, or other nonprofit association or group consisting of governmental entities, provided that:

1. The purchase contract with the vendor(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating entity or organization; and
2. The purchase is made within two years of the competitive bid or negotiation; and
3. The purchase conforms to the City's specifications for the item or service; and
4. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the City pursuant to this chapter.

B. Notwithstanding subsection 3.20.125(A), approval of a "piggyback" purchasing agreement pursuant to this section shall be obtained from City Council for an award of a purchase in an amount exceeding \$50,000.

SECTION 3. CEQA. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Ordinance is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378. The operation and establishment of a commercial cannabis establishment in the City will be subject to future discretionary approval(s) by the Planning Commission and/or City Council.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this ____ that day of _____, 2019.

Jack Hadjinian, Mayor Pro Tem

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Irma Barajas
City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Robert Mescher, Interim Finance Administrator

SUBJECT: Authorize Upgrades to the Finance Department Software; Authorize a Credit Card Merchant Processing Agreement.

DATE: December 19, 2018

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize an amendment to the contract with Tyler Technologies for the purchase and implementation of:
 - (A) Contract Management Module;
 - (B) Tyler Cashiering Module; and
 - (C) Unlimited User Licenses;
2. Authorize a credit card merchant processing agreement with Automated Merchant Systems ("AMS");
3. Approve the additional appropriation needed for the software, user licenses, hardware, and related implementation and training costs not to exceed \$57,940;
4. Authorize the Acting City Manager to execute all necessary documents and to purchase required hardware, software, services, and training to implement these upgrades;
5. Find that Tyler Technologies and Tyler Technologies' partner, AMS, are sole source providers and waive the need for competitive procurement as allowed under MMC 3.20.050(B).

BACKGROUND

1. **Contract Accounting Module:** The City currently does not have a centralized contract tracking system. Accurately monitoring and managing contract terms,

insurance requirements, renewals, pricing, and budgeting is an essential internal control.

2. Cashiering Module:

The existing cashiering module acquired in 2011 is not fully compatible with the Finance Department's accounting software provided by Tyler Technologies New World Systems ("NWS").

In addition, the existing cashiering system is incompatible with the Payment Card Industry (PCI compliance) chip-enabled credit cards which offer higher security. As a result of this incompatibility, the risk of credit card fraud transfers from the payment card companies to the City exist.

- 3. Unlimited User License:** The City currently has an insufficient number of NWS user licenses to allow additional users access to the proposed contract management and cashiering modules. A license for unlimited users is required.

ANALYSIS

1. The Tyler Contract Accounting module has many features including:
 - A streamlined workflow process for contract approval, tracking and management.
 - Preparation check lists such as legal review, requirements review, vendor requirements or insurance review.
 - Documents upload for review and audits.
 - Tracking of contract milestones with automatic email notifications.
 - Tracking of effective dates and percentage of completion with automatic email notifications which aids in contract renewals.
 - Ability to link NWS purchase orders to a specific contract for easier budgeting.
 - Tracking of retainages for large projects.
2. The Tyler Cashiering Module is a robust Point-of-sale (POS) system which integrates directly with other financial modules in our citywide NWS system that the City has already implemented.

Some of the benefits that we expect to achieve from the implementation of this new module include all but not limited to the following:

- Increased efficiency of customer processing at the counters.
- Improved workflow for cashiers.
- Elimination of employee manual uploads and duplication.
- Better Internal controls on cash receipts at the counters.
- Reduced City liability with PCI compliant credit card transactions.

3. The proposed contract and cashiering modules will require more employees to access NWS. Staff recommends obtaining an unlimited user license.
4. The City currently uses Vantiv to process its payment card transactions. The annual credit card related fees charged by Vantiv are approximately \$75,000. Automated Merchant Systems (AMS) has partnered with Tyler Technologies for many years, making a transition from Vantiv to AMS seamless and at a lower cost. It is estimated that switching to AMS will save the City approximately \$18,000 annually in processing fees. There is no implementation fee.

Based on Staff's discussions with Tyler Technologies, it is anticipated the Tyler contracting and cashiering modules will be implemented near the end of next quarter.

Because of the proprietary nature of the software, Tyler is the only company that has the capacity to provide direct integration to the current NWS system. Additionally, AMS has a unique partnership with Tyler which allows a seamless transition to PCI compliance and compatibility with NWS. As a result, Tyler and AMS are the "sole source" from which the City may acquire these services. Requesting bids would be impractical. The Montebello Municipal Code provides an exception to competitive bidding requirements in this situation (MMC 3.20.050(B)).

FISCAL IMPACT

The total cost for all of the items discussed above is approximately \$57,940 from the General Fund for the year of implementation, as outlined below:

	CASHIERING MODULE	CONTRACT MODULE	UNLIMITED USER LICENSE	TOTAL YEAR 1
NWS SOFTWARE LICENSE COSTS	\$10,450	\$5,272	\$10,450	\$26,172
NWS IMPLEMENTATION COSTS (SETUP/TRAINING)	\$5,100	\$2,550		\$7,650
NWS ESTIMATED TRAVEL EXPENSE	\$2,000			\$2,000
NWS YEAR 1 SOFTWARE MAINTENANCE	\$990	\$500	\$990	\$2,480
HARDWARE (ADA mount/Stand/Credit card machines bundle)	\$5,936			\$5,936
HARDWARES (check scanner/printer) - Epson	\$9,475			\$9,475
SUB-TOTAL	\$33,951	\$8,322	\$11,440	\$53,713
10% contingency	\$3,395	\$832	\$0	\$4,227
TOTAL*	\$37,346	\$9,154	\$11,440	\$57,940

**All costs are one-time except for the "NWS Year 1 software maintenance" which is prorated for six months.*

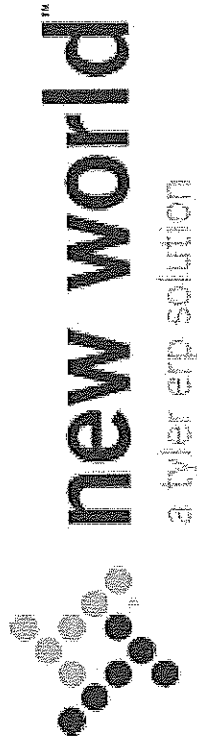
Funds need to be appropriated in the amount of \$57,940 and will be appropriated to various accounts.

SUMMARY

The City Council will consider the purchase of the Contract Management Module, Tyler Cashiering Module, and Unlimited User Licenses for NWS; and authorizing a credit card merchant processing agreement with Automated Merchant Systems.

ATTACHMENTS

- Copy of quote from Tyler Technology
- Fourth Amendment to the Agreement with Tyler Technologies
- Cost Proposal from Automated Merchant System
- Sample Contract Agreement with Automated Merchant System
- Resolution for the appropriation of funds
- Copies of hardware quotes



Sales Quotation For
 City of Montebello
 1600 W Beverly Blvd
 Montebello, CA 90640-3970
 Phone +1 (323) 887-1360

Quoted By: Terri Minter
 Date: 11/19/2018
 Quote Expiration: 12/30/2018
 Quote Name: Montebello- unlimited users, contract accounting, cashiering
 Quote Number: QUO-31248-K7S0T1
 Quote Description: Additional software licensing for NW ERP. Discount assumes agreement executed prior to Dec 30, 2018.

Software and Related Services

Description	License	Discount	License Total	Imp. Cost	Imp. # of Days	Year 1 Maintenance
Unlimited Site License-Standard	\$11,000.00	\$550.00	\$10,450.00	N/A	N/A	\$1,980.00
Contract Management - Software-D1	\$5,550.00	\$277.50	\$5,272.00	\$2,550.00	2.0	\$999.00
Tyler Cashiering - Software-C2	\$11,000.00	\$550.00	\$10,450.00	\$5,100.00	4.0	\$1,980.00
Total:	\$27,550.00	\$1,377.50	\$26,172.00	\$7,650.00	6.0	\$4,959.00

Summary

Total Software
 Total Services
 Contract Total (Excluding Estimated Travel Expenses)
 Estimated Travel Expenses
 1 Trips @ \$2,000/each -Includes airfare, car rental, hotel accommodations and per diem

One Time Fees
 \$26,172.00
 \$7,650.00
 \$38,781.00
 \$2,000.00

Recurring Fees
 \$4,959.00
 \$0.00

The software, services, and hardware, as applicable that are itemized above are hereby added to your existing Agreement with us. The software and hardware fees will be invoiced to you in full upon receipt of your signed quote. The service fees will be billed to you as services are delivered and the travel expenses are due as incurred. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. The terms and conditions of your Agreement will otherwise control.

Footnotes

All primary values quoted in US Dollars

Implementation service estimate assumes the client would receive a combination of onsite and remote training services. If preferred, all services could potentially be provided remotely to avoid travel costs.

The Client currently has a Site License for up to 100 Authorized Users. This Amendment entitles the Client to change the current authorized users Site License to an unlimited Site License for their currently licensed software. The Site License is available to only the affiliated Public Administration agencies within the Client listed on this Price Quotation.

Annual Maintenance for the unlimited site license to be added through this Price Quotation is in addition to any current maintenance on existing user licenses previously licensed.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.

Travel and expenses are not included under Total Services as they are billed at actual cost. A separate line item above "Estimated Travel Expenses", shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon \$2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only as incurred.

Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

Prices assumes that all software proposed is licensed.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.



AMENDMENT

This amendment ("Amendment") is made this _____ day of _____, 2018 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Montebello, California ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 1, 2012 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation# QUO-31248-K7S0T1, attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
 - a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
 - b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
 - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____



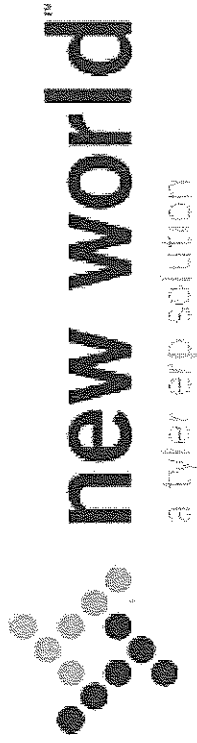
Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation# QUO-31248-K7S0T1, conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For
 City of Montebello
 1600 W Beverly Blvd
 Montebello, CA 90640-3970
 Phone +1 (323) 887-1360

Quoted By: Terri Minter
 Date: 9/17/2018
 Quote Expiration: 11/30/2018
 Quote Name: Montebello- unlimited users, contract accounting, cashiering
 Quote Number: QUO-31248-K7S0T1
 Quote Description: Additional software licensing for NW ERP. Discount assumes agreement executed prior to Oct 19, 2018.

Software and Related Services

Description	License	Discount	License Total	Imp. Cost	Imp. # of Days	Year 1 Maintenance
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Summary

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 Total Services

Contract Total (Excluding Estimated Travel Expenses)

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One Time Fees

\$26,172.00
 \$7,650.00
\$38,781.00

Recurring Fees

\$4,959.00
 \$0.00

The software, services, and hardware, as applicable that are itemized above are hereby added to your existing Agreement with us. The software and hardware fees will be invoiced to you in full upon receipt of your signed quote. The service fees will be billed to you as services are delivered and the travel expenses are due as incurred. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. The terms and conditions of your Agreement will otherwise control.

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Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

Prices assumes that all software proposed is licensed.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel. |

EXHIBIT "A"
AMS PRICING SCHEDULE FOR: City of Montebello
Pricing is Valid for 90 days from 10/29/18

BILLING CATEGORY:	DISCOUNT RATE / PRICE:	NOTES:
VISA/MASTERCARD/DISCOVER/AMEX FEES:		
All Transactions:	Interchange Pass Through + 0.20 %	All Visa / MasterCard / Discover/AMEX Volume
Non-PCI Compliance Fee:	0.00 %	Eliminated Upon PCI Compliance
Capture Processing Fee:	\$ 0.05/Item	All Visa-MasterCard-Discover-AMEX Transactions
AUTHORIZATION /COMMUNICATION:		
* VISA/MasterCard/Discover/AMEX Transactions: (Includes: Authorization, Declines, and Inquires)		
IPL / SSL / Dial:	\$ 0.10/Item	Per Card Authorization
PAYMENT CARD PROCESSING FEES:		
Statement Fee:	\$ 7.50/Month	Per Merchant ID Number
Minimum Fee:	\$ 10.00/Month	Per Merchant ID Number
Voice Authorization Fee:	\$ 0.75/Item	EDC back-up (Voice Calls for Authorization)
Chargeback Fee:	\$ 15.00/Item	Includes retrievals at no cost
MERCHANT COMPLIANCE FEES:		
PCI Compliance with Breach Assurance Program:	\$ 9.95/Month	Per Merchant ID Number
OTHER FEES:		
Onetime Setup Fee:	\$ Waived	Per Merchant ID Number
Gateway Fee:	\$ Waived/Month	Per Terminal ID Number
BridgePay Transaction Fee:	\$ 0.10/Item	
OPTIONAL SERVICES		
Reporting (eConnections):	\$ 8.00/Month	Per Merchant ID Number

INTERCHANGE, CARD BRAND FEES, NETWORK FEES AND SPECIAL AUTHORIZATION SERVICES:

For your convenience a current listing of these rates can be found at <http://automatedmerchant.com/ratesschedule.html>

Customer's Signature: _____ Date: _____

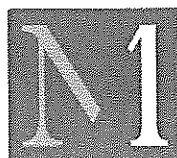
Comments: _____

EXHIBIT "B"
AMS PRICING SCHEDULE FOR: City of Montebello

FEE TYPE	BILLING DESCRIPTION	RATE
Convenience Fee	For merchants who offer an alternative payment channel (<i>i.e., mail, telephone, or e-commerce</i>) for customers to pay for goods or services with a payment card, a <u>flat</u> or <u>fixed</u> convenience fee may be added to the transaction amount. The merchant collects this fee. This pertains to Visa, MasterCard, Discover and American Express card types only.	The city will charge 3.00% Convenience Fee
Service Fee	A <u>fixed</u> or <u>variable</u> fee that can be added to any payment item (<i>i.e., tax bill, parking ticket</i>) regardless of the payment channel. A Service Fee is a separate transaction that is collected by AMS. This pertains to Visa, MasterCard, Discover and American Express card types only.	N/A
eCheck Fee	Per transaction cost for each electronic check item submitted for payment. This can be a <u>fixed</u> or <u>flat</u> dollar amount or a <u>fixed</u> or <u>variable</u> fee.	N/A

Customer's Signature: _____ Date: _____

Comments: _____



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: «ACCOUNT_SALES_REP»	DATE:
------------	----------------------------------	-------

Corporate/ Legal Name: «ACCOUNT_NAME»			Corporate/ Legal Name: «ACCOUNT_NAME»		
Address (Physical Location): «ACCOUNT_SHIPPINGSTREET»			Mailing Address: «ACCOUNT_BILLINGSTREET»		
City: «ACCOUNT_SHIPPINGCITY»	State: «ACCO UNIT S	Zip: «ACCOUNT_SHIPPING POSTALCODE»	City: «ACCOUNT_BILLINGCITY»	State: «ACCO UNIT BL	Zip: «ACCOUNT_BILLINGPO STALCODE»
Email Address: «ACCOUNT_MANAGER_EMAIL»			Website Address: «ACCOUNT_WEBSITE»		
Contact Name: «ACCOUNT_MANAGER»		Title: «ACCOUNT_MANAGER_TITL E»	Contact Name: (Corporate Office, If Applicable) «ACCOUNT_CORP_CONTACT»		Title: «ACCOUNT_CORPC_TITLE»
Business Phone #: «ACCOUNT_PHONE»		Fax #: «ACCOUNT_FAX»	Business Phone #: «ACCOUNT_PHONE»		Fax #: «ACCOUNT_FAX»

CHAIN MERCHANT ☐ YES ☒ NO «ACCOUNT_TSYS_AS SOC	Federal Tax ID Number: «ACCOUNT_TAX_ID»
TYPE OF BUSINESS: «ACCOUNT_OWNERSHIP»	BUSINESS LICENSE #: «ACCOUNT_OCCUPATIONAL_LIC»
	NUMBER OF YEARS IN BUSINESS «ACCOUNT_YEARS_IN BUSINESS»

CURRENT PROCESSOR: «ACCOUNT_PREV_MER	POS DEBIT: ☒ NO ☐ YES	NETWORK: «ACCOUNT_DEBIT_NETW
(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (B) Maestro (K) EBT		

TRADE REFERENCES:			
Company: «ACCOUNT_TRADE_COMPANY1»	Contact: «ACCOUNT_TRADE_CONTACT1»		
Phone: «ACCOUNT_TRADE_P	Fax: »	Account Type: «ACCOUNT_TRADE_TERMS1_DEL»	
Company: «ACCOUNT_TRADE_COMPANY2»	Contact: «ACCOUNT_TRADE_CONTACT2»		
Phone: «ACCOUNT_TRADE_P	Fax: »	Account Type: «ACCOUNT_TRADE_TERMS2_DEL»	

Authorized Signer (First): MI: Last: Title: «ACCOUNT_SIGNERP_FULLNAME» «ACCOUNT_SIGNERP_TITLE»	Phone Number: Email Address: «ACCOUNT_SIGNE «ACCOUNT_SIGNERP_EMAIL» PB PHONE
Alternate (First): MI: Last: Title: «ACCOUNT_SIGNERN_FULLNAME» «ACCOUNT_SIGNERN_TITLE»	Phone Number: Email Address: «ACCOUNT_SIGNE «ACCOUNT_SIGNERN_EMAIL» PB PHONE
Alternate (First): MI: Last: Title: «ACCOUNT_SIGNERL_FULLNAME» «ACCOUNT_SIGNERL_TITLE»	Phone Number: Email Address: «ACCOUNT_SIGNE «ACCOUNT_SIGNERL_EMAIL» PB PHONE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, INC.			
Merrick Bank Corporation		Automated Merchant Systems, Inc.	
By: _____	Date _____	By: _____	Date _____
135 Crossways Drive North, Suite A Woodbury, NY 11797		1071 S Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465	

The Fee Schedule

You agree to pay all Payment Brand fees, transaction processing costs and other processing fees on debit and credit transactions as set forth herein. You authorize and direct Member Bank to charge such fees and costs to you by monthly debit through the ACH system to your designated DDA account. For a list of Merchant Interchange Rates, refer to <https://www.automatedmerchant.com/rateschedule.html>. Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay early termination fees, if applicable, pursuant to Section 10 of the Payment Processing Agreement.

Non-Program Location Fees, Third Party Costs, and Dispute Item Costs

Setup Fee	Monthly Statement	Monthly Minimum	Chargebacks	ACH Rejects	Breach Assurance Program	Optional Reporting Fee
\$	\$	\$	\$	\$ 30.00	\$ 9.95 Per MID	\$
«ACCOUNT_SF»	«ACCOUNT_ST»	«ACCOUNT_MI»	«ACCOUNT_CHAR»			«ACCOUNT_RF»
Early Termination Fee See Section 10					\$100,000.00 Coverage	Per User ID

Per Transaction Fees

Visa, Mastercard, Discover, & American Express

	Auth / Decline	Capture	Interchange Markup	Non-PCI Markup	Voice Auth
Credit	\$	\$	«ACCOUNT_MARKU P_INTERCHANGE»	«ACCOUNT_MA RKUP_PCI» %	\$
Debit	«ACCOUNT_AUIT»	«ACCOUNT_CAPTU»	%		«ACCOUNT_AUTH_VOICE»
PIN	\$	\$	N / A	N / A	N / A
	«ACCOUNT_AUIT»	«ACCOUNT_CAPTU»			

ACH Service Fees

Setup Fee	Monthly Access Fee	Transaction Fee	Transaction Return Fee	Transaction Re-deposit Fee
\$	\$	\$	\$ «ACCOUNT_NSF_FEE»	\$
«ACCOUNT_SF»	«ACCOUNT_MONTH»	«ACCOUNT_PERITE»		«ACCOUNT_DEPOS»

PCI Compliant Internet Gateway Third Party Costs

Gateway	Setup Fee	* Monthly Fee	* Per Transaction	* Threshold
USAePay	\$ 150.00	\$ 20.00	\$ 0.10	1000
BridgePay	Waived	Waived	\$ 0.10	0
Plug-N-Pay	\$ 150.00	\$ 15.00	\$ 0.075	200
Authorize.net	\$ 100.00	\$ 20.00	\$ 0.10	0
* TNSI Synapse	N / A	\$ 20.00	\$ 0.10	0

* Monthly Fee: includes standard features, adding features may increase the monthly fee.

* Per Transaction Fee only applies after transaction Threshold exceeded per month.

* TNSI Synapse allows supported wireless terminals to connect using GPRS / CDMA modems.

Merchant: «ACCOUNT_NAME»	
Signature of Authorized Signer	Date
Print Name	Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: «ACCOUNT_NAME»

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement. These persons also have the authority to perform the duties and functions defined in 2, 3 and 4 below.

TITLE	PRINT NAME	SIGNATURE

2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement.
3. Both AMS and Merrick Bank may rely on the authority granted in this certification and the undersigned official represents and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification to perform ongoing organizational processes and updates:

TITLE	PRINT NAME	SIGNATURE

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ Print Name: _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?
☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

*For Details on how these transactions qualify at each level, please refer to your Merchant Operating Guide.

☒ Debit Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

☒ Other Cards: V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), Mastercard International ("Mastercard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third party service providers (AMS and such third party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. Services. Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities, and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. Payment Brand Regulations. All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, Mastercard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your service providers' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you, and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all Payment Brand fines, charges, penalties and all other indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third party that is assessed against, charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable, at Member Bank's discretion, to your Card transaction processing or business, and any other loss, liability, assessment or fine incurred arising out of your breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. Fees. The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Non-Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon 10 days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) interchange fees, assessments and other third party charges charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable to your Card transactions (collectively, "Third Party Costs"), and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third parties regularly add new Third Party Costs, change the rates for existing Third Party Costs, or change the qualification criteria for existing Third Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect your Third Party Costs.

4. Card Transactions. In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you "Account(s)" any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

a. You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).

b. All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.

c. If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.

d. If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.

e. If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

a. You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.

b. You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.

c. You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.

d. Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.

e. Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.

f. All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. Term. This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of «ACCOUNT_CONTRACT_TERMS» following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Initial Term or any Renewal Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

8. Events of Default. An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale; (g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third Party Costs, Dispute Items, or Penalties as they occur; (h) you have defaulted on any

obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of 45 consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third Party Costs, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

10. Early Termination Fee. For purposes of this Section 10, an "Early Termination" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. Your payment of the monthly minimum Fees shall not fulfill your obligation to ISO. The parties agree that the actual damages which will result to ISO from an Early Termination are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Fees paid by you (or Service Fees collected by ISO, if applicable) during the preceding six (6) months (or shorter period if this Agreement has not been in effect for six (6) months), times the number of months, or portion thereof, remaining in the Term resulting from failure to provide timely termination notice as described in Section 7 of this Agreement. The parties intend that this Early Termination fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

11. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

12. Termination by You. You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 18 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to an Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file. You waive and will hold harmless Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third Party Charges, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

13. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

14. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

15. Hold Harmless. To the extent permissible under applicable law, you agree to hold harmless Member Bank and ISO, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) your failure to comply with the provisions of this Agreement, Payment Brand Regulations or applicable federal, state or local laws and regulations. You acknowledge and agree that, in addition to clearing and settling Transactions, Member Bank collects fees, costs, and other charges due under this Agreement at ISO's instruction. You agree that Member Bank has no duty to verify, audit, review or otherwise oversee the fees, costs, or other charges that Member Bank collects from you and you hereby release Member Bank, hold Member Bank harmless from, and agree not to sue Member Bank alleging any overcharges or other billing claims under this Agreement.

16. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

17. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

18. CONFIDENTIAL INFORMATION. You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Section.

Terms in Section 19 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: www.americanexpress.com/merchantsguide. In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

19. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at www.americanexpress.com/merchantsguide) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

Terms in Section 20 Below Are Additional Terms Applicable Specifically to Merchant's Acceptance of ACH Transactions and Check 21 Transactions. If Merchant elects to accept ACH Transactions and Check 21 Transactions, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to ACH Transactions and Check 21 Transactions only.

20. ACH AND CHECK 21 TERMS AND CONDITIONS.

- a. Services. With respect to ACH Transactions, ISO shall be the ACH processor through which debit and credit transactions are submitted to the ACH Network in conjunction with ACH check processing origination and settlement services. With respect to transactions involving substitute check images permitted under Check 21, ISO provides capture services which facilitates the processing of the substitute check Images with financial institutions in the Federal Reserve System.
- b. Definitions. The following terms used in this Section 20 shall have the meaning specified below:

"ACH Transaction": An electronic payment transaction originated by Merchant and processed through the ACH Network in the Federal Reserve System.

"Administrator": The Merchant's employee who has been designated as Merchant's primary contact with ISO for the Services and has been appointed by Merchant to manage the administration of Services access, including passwords, and communicate authorizations to ISO.

"Bank of First Deposit": In a Check 21 Transaction, the financial institution which receives the Entry from ISO and transmits the Entry through the Federal Reserve Bank system for transmittal to the Customer's financial institution for debit or credit to the Customer's account.

"Check 21": The Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.

"Check 21 Transaction": An electronic payment transaction utilizing a Substitute Check Image permitted by Check 21.

"Customer": Merchant's customer who submits a payment to Merchant by means of a paper check or ACH transfer.

"Entry": A transaction submitted by Merchant for processing by the Services and further defined in the NACHA Rules.

"Image": The image that results from an electronic scan of a paper check by Merchant.

"NACHA Rules": The then-current rules, regulations and procedural guidelines published by the National Automated Clearing House Association ("NACHA") and/or all regional payment alliances associated with NACHA.

"Originating Depository Financial Institution" or "ODFI": In an ACH Transaction, the financial institution which receives the Entry from ISO and transmits the Entry to its ACH Operator for transmittal to a Receiving Depository Financial Institution for debit or credit to the Customer's account, as these terms are further defined in the NACHA Rules.

"Services": The ACH processing services and/or the Check 21 processing services provided to Merchant under this Agreement.

"Settlement Account": A commercial demand deposit bank account which Merchant has established for ISO's access and use to settle financial payment transactions processed by ISO on behalf of Merchant.

"Substitute Check": The electronic Image of a paper check, as defined in Check 21.

- c. Set-Up of Services. ISO shall provide the Services selected by Merchant in its application. Merchant shall utilize and access the Services in accordance with the terms of this Agreement and the practices and procedures established by ISO for the Services which have been communicated in writing to Merchant. As part of the Merchant set-up and boarding process, ISO will provide Merchant with an administrative and gateway user name and password to access the Services. Merchant will designate an Administrator who shall be the sole individual vested with the authority to determine who will be authorized to use the Services; establish separate passwords for each user, and establish limits on each user's authority to access information and conduct transactions. Merchant is responsible for the actions of its Administrator, the authority the Administrator gives others to act on Merchant's behalf, and the actions of the persons designated by the Administrator to use the Services. Merchant shall take reasonable security procedures and practices to safeguard the confidentiality of the passwords; limit access to its passwords solely to persons who have a need to know such information; closely and regularly monitor the activities of employees who access the Services; and prohibit its employees and agents from initiating entries in the Services without proper authorization and supervision and adequate security controls.

- d. Delivery of Services. ISO will provide Services for the Entry types indicated in the Merchant set-up and boarding documentation. ISO reserves the right to withdraw the Services provided generally to its customers including Merchant for individual Entry types from general market availability and coverage under this Agreement upon ninety (90) days prior written notice to Merchant. To the extent reasonably possible, ISO will first attempt to process an Entry in the Services as an ACH Transaction, unless the Entry has clearly been designated to be processed as a Check 21 Transaction, provided the Entry fully qualifies to be processed as an ACH Transaction according to applicable NACHA Rules and ISO has received all of the required information from the Image or paper check necessary to process the transaction as an ACH Transaction. If the Entry cannot be processed as an ACH Transaction for any reason, then ISO will process the Entry in the Services as a Check 21 Transaction. Prior to submitting an Entry to ISO for processing, Merchant shall secure all authorizations and approvals from its Customer and deliver any notifications pertaining to that Entry which are required by the NACHA Rules and/or applicable laws and regulations. Merchant shall be responsible for the accuracy and propriety of all Entries submitted to ISO for processing. If Merchant utilizes a scanner to create Images which are delivered to ISO for processing, Merchant shall be solely responsible to ensure the accuracy and completeness of the Image transmitted to ISO for processing. Merchant acknowledges that ISO has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and by the Bank of First Deposit for Check 21 Transactions. Files received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the deadline will be processed the next Banking Day as defined in the NACHA Rules. For Check 21 Transactions, ISO will not be responsible for printing any Substitute Checks which may be required by a financial institution in order to receive and process the Entry. In the event of any conflicts in the instructions received by ISO regarding Merchant or any Entries relating to them, ISO may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Merchant or by ISO to the funds, Entries or proceeds thereof.

e. Recoupment and Set-Off. Merchant shall immediately reimburse ISO for any returns or shortfalls that occur in Merchant's Settlement Account. ISO reserves the right to delay the availability of funds for deposit without prior written notices to Merchant if, in its sole discretion, ISO deems itself at financial or relative risk for any and all Services performed under this Agreement. Merchant hereby acknowledges and agrees that ISO shall have a right of setoff against any amounts ISO would otherwise be obligated to deposit into Merchant's account, and any other amounts ISO may owe Merchant under this Agreement.

f. Additional Merchant Responsibilities. All checks deposited electronically by Merchant through use of the Services shall be subject to the following requirements: (i) The original paper check will not be deposited through the Services more than once; (ii) All checks will conform to the requirements of Merchant's deposit agreement with its financial institution; (iii) All checks will conform to the requirements of the applicable NACHA Rules and Check 21; and (iv) Merchant shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check image generated from use of the Services. Merchant shall be solely responsible for the selection, use and operation of the scanner equipment used to capture the image using the Services, including the quality of the image results generated from the scanner. Any scanner used by Merchant with the Services must meet the technical specifications for scanners published by ISO in order to be deemed compatible with the Services. Any purchase or lease of scanners by Customer from ISO or a Reseller for its use shall be transacted between Merchant and ISO or a Reseller in a separate equipment purchase/lease agreement. Merchant shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following: (i) Duplication of Images transmitted by Merchant to ISO through the Services; (ii) Alteration of scanned Images not caused by ISO's Services; (iii) Deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) Acts of fraud, negligence or willful misconduct committed by employees of Merchant in depositing checks using the Services; (v) Hardware failure not caused by ISO's Services; or (vi) Merchant's failure to properly store or destroy original checks once the scanned image has been captured. Merchant shall hold ISO harmless from any damages, losses, expenses and claims which arise from the foregoing events not caused by ISO.

g. Pricing and Payment. Merchant shall pay ISO the fees, penalties and charges for the Services set forth in the Application and Fee Schedule and such fees, penalties and charges shall be considered Fees for all purposes of this Agreement.

h. NACHA Rules and ISO Guidelines. Each party shall comply with the then-current NACHA Rules which apply to ACH Transactions processed under this Agreement. In addition, ISO may publish to Merchant and other merchants its own standard operating and implementation guidelines for the Services with respect to specific NACHA Rules which will govern and apply to this Agreement as if set forth herein.

i. Selection and Use of Hardware. Merchant is solely responsible for the selection, use and operation of the hardware used to capture images of paper checks using the Service, including the quality of the scanned image results generated from the hardware. Hardware utilized must be certified for use with the Services in order to be deemed compatible with the Services.

j. Third Party Processing Services. AMS' third party processing services partners are providing some of the Services, and as a result, these third party services partners shall be an intended third party beneficiary of this Agreement. Each third party services partner shall have the right to enforce directly against Merchant, the terms of this Agreement which relate to the provision of the third party services partner's processing services to Merchant and the ownership and protection of the intellectual property rights of the third party services partner and its licensors in and to its processing services. Merchant acknowledges that the third party services partner shall have no responsibility or liability with regard to AMS' obligations to Merchant under this Agreement.

21. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon 30 days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third Party Costs, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third party beneficiary of this Agreement.

Disclosure Page

(Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: «ACCOUNT_NAME»
Merchant Address: «ACCOUNT_SHIPPINGSTREET»
«ACCOUNT_SHIPPING_CSZ»
Merchant Phone: «ACCOUNT_PHONE»

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Disclosure Page

(Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

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4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			
OR										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR THE PURCHASE OF
CASHIERING MODULE, CONTRACT ACCOUNTING MODULE, UNLIMITED USER
LICENSE AND RELATED IMPLEMENTATION, HARDWARE AND TRAINING COSTS**

WHEREAS, the City of Montebello ("City") currently does not have a contract tracking system;

WHEREAS, the City's current cashiering module is incompatible with the Finance Department's accounting software provided by Tyler Technologies and is incompatible with Payment Card Industry chip-enabled credit cards;

WHEREAS, Tyler Technologies and Automated Merchant System are sole source providers for upgrading this type of software; and

WHEREAS, the cost of upgrading the City's current software is not to exceed \$57,940.

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

SECTION 1. That the Finance Director is hereby authorized to make the following appropriation:

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900 (General fund – Unassigned Fund Balance)	\$26,172	100-40-410-6010.40 (Software License)	\$26,172
100-2900 (General fund – Unassigned Fund Balance)	\$11,877	100-40-410-6040.10 (Implementation, training, contingency)	\$11,877
100-2900 (General fund – Unassigned Fund Balance)	\$2,000	100-40-410-6040.10 (Travel Expense)	\$2,000

100-2900	\$2,480	100-40-410-6040.65	\$2,480
(General fund – Unassigned Fund Balance)		(Software Maintenance)	
100-2900	<u>\$15,411</u>	100-40-410-6010.10	<u>\$15,411</u>
(General fund – Unassigned Fund Balance)		(Machinery & Equipment-Hardware)	
	\$57,940		\$57,940

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 19th day of December, 2018

Jack Hadjinian, Mayor Pro Tem

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney



5381 NW 33rd Avenue, Suite 101
Fort Lauderdale, FL 33309
strictlytech.com · (954)606-5440

Quotation (Open)

Date

Sep 17, 2018 02:57 PM
EDT

Modified Date

Sep 18, 2018 08:27 AM
EDT

Doc

47043 - rev 1 of 1

Description

Printer and Ingenico

SalesRep

McLeod, Ethan
(P) 9546065440
(F) 9546065441

Customer Contact

Jessica, Botello
(P) (323)887-1200 ext. 438
jbotello@cityofmontebello.com

Customer

City of Montebello (14-118)
Jessica, Botello
1600 W Beverly Blvd
Montebello, CA 90640
United States

Bill To

City of Montebello
David, Tsuen
1600 W Beverly Blvd
Montebello, CA 90640
United States

Ship To

City of Montebello
David, Tsuen
1600 W Beverly Blvd
Montebello, CA 90640
United States

Payment Method

Terms: Undefined

Shipping Info

Delivery Method: FedEx Ground
Carrier Account:
Shipping Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Ingenico ISC250 - signature terminal with magnetic / Smart Card reader - se Signature terminal with magnetic / Smart Card reader w/ LCD display - capacitive - 15 buttons - wired serial USB Ethernet	ISC250-31P2592B	Yes	1	\$475.00	\$475.00
2		Epson TM S9000-011 110DPM Receipt printer - thermal line / ink-jet - Roll (3.13 in) - 180 dpi - capacity: 100 sheets - USB 2.0 - dark gray	A41A267011	Yes	1	\$1,230.46	\$1,230.46

FREE GROUND SHIPPING

The Strictly Difference

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 423430

Subtotal: \$1,705.46
Tax (9.500%): \$162.02
Shipping: \$0.00
Total: \$1,867.48



Quote

23041 Avenida del la Carlota
Suite 200
Laguna Hills, CA 92653
(855) 355-4329



DCW
DATA CENTER WAREHOUSE

Quote #: 283284
Quote Dt: 09/18/2018
Order #:
Order Dt:

Account No: 102508-000
Customer Name: Mike G Quote Account
Customer PO #:
Terms: PrePay

Billing Address

Mike G Quote Account
23041 Avenida De la Carlota
Suite 200
Laguna Hills CA, 92653
USA

Shipping Address

City of Montebello
1600 W. Beverly Blvd
Montebello CA, 90640
USA

Ship Method

UPS GROUND (VARIES)

Comments

Product ID	Description	Qty	Unit Price	Ext Amt
A41A267021	EPSON TM S9000-021 110DPM RECEIPT PRINTE	1	\$1,290.00	\$1,290.00
ISC250-31P3774A	INGENICO ISC250 CREDIT CARD READER	1	\$475.00	\$475.00
		Pieces 2		
		Lines 2		
			Sub Total	\$1,765.00
			Sales Tax	\$0.00
			Freight	\$0.00
			TOTAL	\$1,765.00



Duns #: 12-936-5420
Tax ID #: 33-0964088

Prices are subject to change without notice.

Contact: Damien Tran
Phone: 800-625-5468 x55674
Fax: 310-630-3171
E-mail: damien.tran@pcmo.com

CITY OF MONTEBELLO
ACCOUNTS PAYABLE
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

Contact: CITY OF MONTEBELLO
 Ref.: Jessica Botello
 Quote: B0966326
 Date: 9/18/2018
 Expires: 10/18/2018

[illegible]

Software quotes are only valid in the month they are issued

**IMPORTANT P.D.
INSTRUCTIONS**

Please make P.O. out to 'PCMG/We are not able to process PO's made out to any of the subsidiary companies such as MacMail, PCM, TigerDirect or PCME). Include PART #s, QUOTE #, SIGNATURE, and the terms 'NET 30'. Please fax PO to fax number referenced above.

SOFTWARE LICENSING: Include END-USER NAME, PHONE #, and E-MAIL ADDRESS in SHIP-TO field on P.O.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Second Amendment to Services Agreement (Agreement No. 3242) with York Risk Services Group, Inc., for Worker's Compensation Claims Administration

DATE: December 19, 2018

RECOMMENDATION

That the City Council approve a Second Amendment to the Services Agreement (Agreement No. 3242) ("Agreement") with York Risk Services Group, Inc., for Worker's Compensation Claims Administration; and authorize the Acting City Manager to execute the Amendment on behalf of the City.

BACKGROUND

On October 26, 2016, the City Council approved the Agreement with York Risk Services Group, Inc. to provide services in relation to worker's compensation claims administration. The Agreement contained an option to extend the services for one year, not to exceed two extensions and upon mutually agreed terms.

On December 13, 2017, the City Council approved the First Amendment to the Agreement, which included a one year extension with a 2.43% increase in the contract amount (from \$239,796 to \$245,791). At the time, the most recent increase in inflation for Los Angeles-Long Beach-Anaheim was a Consumer Price Index ("CPI") of 3.1%.

ANALYSIS

The First Amendment to the Agreement for administration of the City's Worker's Compensation Program is scheduled to expire on December 31, 2018. The Agreement allows for a second extension of an additional year.

York Risk Services has requested a second extension with a 2.44% increase in the contract amount (from \$245,791 to \$251,936). Currently, the most recent CPI for Los Angeles-Long Beach-Anaheim is 4.1%.

York Risk Services has successfully compiled and transferred all City worker's compensation claim data to their database software and have established protocol and procedures for contacting City staff regarding claims and claim status. They have also provided training to City staff, including submittal of required documentation through a paperless system, improving documentation and overall program administration. Additionally, this past year, York has processed settlement of 39 claims, received a total of 97 reported claims and closed a total of 102 claims, with an average annual closing ratio of 105%. Staff recommends that the City Council approve the proposed Second Amendment to the Agreement for these reasons.

FISCAL IMPACT

Funds for the proposed Second Amendment have been allocated in the City's Self-Funded Insurance Account.

SUMMARY

The City Council will consider approving a Second Amendment to the Services Agreement with York Risk Services Group, Inc., for worker's compensation claims administration.

ATTACHMENTS

Extension Request Letter from York Risk Services (dated December 7, 2018)
Second Amendment to the Services Agreement (Agreement No. 3242) with York Risk Services Group, Inc. (Available in City Clerk's Office)
Agreement No. 3242, including First Amendment



Veronica Ibarra, W.C.C.P.
Assistant Vice President – Client Services
8855 Haven Avenue
Rancho Cucamonga, CA 91730

December 7, 2018

City of Montebello
1600 West Beverly Blvd.
Montebello, Ca 90640

Attn: Andrew Pasmant | City Manager

Sent via email: Apasmant@cityofmontebello.com

RE: Workers' Compensation Service Fees for calendar year 2019

Dear Andy:

The City of Montebello has a current contract with fees scheduled at \$245,791 for calendar year 2018. The service agreement allows to extends with written notice for period of January 1, 2019 to December 31, 2019 with the rates outlined in RFP as follows:

➤ January 1, 2019 to December 31, 2019 \$251,936.00 Claims Administrative Service Fee

This letter shall serve as confirmation of the fees within the current contract. I may be reached at Veronica.Ibarra@yorkrsg.com or via my direct line (909) 942-4839, should you have any questions or require any further information.

We appreciate your continued business and the opportunity to work with you and your staff.

Sincerely,

A handwritten signature in cursive script that reads "Veronica Ibarra".

Veronica Ibarra, WCCP
Account Executive

**SECOND AMENDMENT
TO THE SERVICES AGREEMENT NO. 3242
WITH YORK RISK SERVICES GROUP, INC.**

THIS SECOND AMENDMENT TO AGREEMENT NO. 3242 FOR SERVICES WITH YORK RISK SERVICES GROUP, INC. ("Second Amendment"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF Montebello ("CITY"), and York Risk Services Group, Inc., ("CONTRACTOR").

RECITALS

- A. CITY and CONTRACTOR (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Services, Agreement No. 3242* ("Agreement") relating to services in the City of Montebello.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 4 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM.

This Second Amendment extends the term of the Agreement for one year commencing January 1, 2019 and continuing through December 31, 2019.

2. MODIFICATION OF CONTRACTOR'S COMPENSATION.

The compensation to be paid by CITY to CONTRACTOR for the extended term in this Second Amendment shall be as follows:

Total compensation in accordance with the rate schedule set in Contractor's Fee Proposal dated December 7, 2018 for an amount not to exceed Two Hundred Fifty One Thousand Nine Hundred Thirty-Six (\$251,936).

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONTRACTOR shall remain in full force and effect.

4. EFFECTIVE DATE.

Unless otherwise specified herein, this Second Amendment shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes this Second Amendment.

[Signatures on the following page]

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

"CITY"
CITY OF MONTEBELLO

"CONTRACTOR"
YORK RISK SERVICES GROUP, INC.

Andrew G. Pasmant, Acting City Manager

Title: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
By: Robert Mescher, Interim Finance Administrator
SUBJECT: Year-to-Date Financial Report for the First Four Months ending
October 31, 2018
DATE: December 19, 2018

RECOMMENDATION

That the City Council receive and file the year-to-date financial reports of the General Fund, Enterprise Fund and Self-Insurance Fund for the period July 1, 2018 through October 31, 2018.

ANALYSIS

Overall, the City's financial performance is on target with the adopted FY18-19 Budget. The first four months represent 33% of the budget. Therefore, favorable revenue results are higher than 33% of the budget and favorable expenditure results are lower than 33% of the budget.

General Fund

The quarterly financial report indicates that revenues received through October 31, 2018, totaled approximately \$9.9 million which is approximately 22.8% of the estimated revenues budgeted for fiscal year 2018-2019. The transfer from retirement tax and gas tax totaled approximately \$3.6 million (27.3% of the budgeted amount) for the same period. Generally, the revenue receipts for this period of the fiscal year are lower than budget due to the timing of property tax, property tax residuals and vehicle license fees which are received in December/January of each year.

The total General Fund expenditures to date of approximately \$15.8 million are on track to be slightly less than the total budget. General Fund expenditures exceeded revenues by approximately \$5.9 million for the reporting period primarily due to the timing of revenues receipts.

Self-Insurance Fund

Revenues for the Self Insurance Fund as of October 31, 2018 are approximately \$2.3 million with expenditures of approximately \$2.9 million. This is primarily due to the prepayment of the annual insurance premiums at the beginning of the fiscal year.

Golf Course Fund

The golf course operation is in line with the budget. The Quiet Cannon revenues are lower due to the seasonality of the revenues, which significantly increase in November and December. Expenditures of \$48,677 include \$26,401 of prepaid insurance premiums. Both, the golf course and the Quiet Cannon are expected to end the year as budgeted.

Water Fund

Revenues for the Water Fund as of October 31, 2018, are approximately \$1.2 million with expenditures of \$1.2 million for the same period, which includes \$325,000 of the Bicknell Park Pump Station capital project, as approved by City Council.

Transit Fund

Revenues for the Transit Fund as of October 31, 2018 are approximately \$10.4 million with expenditures of \$8.3 million for the same period which is primarily due to the timing of expenditures and savings from staffing vacancies.

FISCAL IMPACT

There is no fiscal impact as the report is for informational purposes.

SUMMARY

The City Council will receive and file the Financial Report providing a year-to-date update on the financial information for the City's General Fund as well as the various Enterprise Funds and the Internal Service Fund. Overall, the City is financially performing well as compared to the adopted FY18-19 Budget.

ATTACHMENT

Financial Report – July 1, 2018 through October 31, 2018



**CITY OF MONTEBELLO
FINANCIAL REPORT**
Fiscal Year July 1, 2018 through October 31, 2018

	AMENDED BUDGET FY 2018-2019	YTD TRANSACTION	PERCENT OF BUDGET
GENERAL FUND			
REVENUES			
<u>Taxes:</u>			
Sales Tax	\$ 12,921,000.00	\$ 4,535,963.34	35.1%
Property Taxes	\$ 4,212,182.00	\$ 352,026.54	8.4%
Property Taxes Residual	\$ 912,822.00		0.0%
Franchise Tax	\$ 1,550,379.00	\$ 419,467.18	27.1%
Transient Occupancy Tax	\$ 440,689.00	\$ 221,845.09	50.3%
Transfer Tax	\$ 174,724.00	\$ 58,387.78	33.4%
Vehicle License Fee	\$ 6,395,211.00		0.0%
<u>Licenses and Permits:</u>			
Business/Contractors Licenses	\$ 2,566,815.00	\$ 857,517.14	33.4%
Natural Gas Storage	\$ -		
Oil Well	\$ 928,318.00	\$ 283,580.36	30.5%
Animal License	\$ 127,600.00	\$ 139,539.95	109.4%
Community Development Permits	\$ 1,388,621.00	\$ 451,165.72	32.5%
<u>Charges for Services:</u>			
Waste Collection	\$ 3,559,915.00	\$ 64,604.45	1.8%
Storm Water Abatement	\$ 89,661.00	\$ 14,618.35	16.3%
User Charges	\$ 1,931,758.00	\$ 553,627.81	28.7%
Parks and Recreation Fees	\$ 704,951.00	\$ 269,468.78	38.2%
Administrative Charges	\$ 2,106,117.00	\$ 627,696.56	29.8%
<u>Other Revenues:</u>			
Fines and Forfeitures	\$ 2,060,000.00	\$ 742,761.28	36.1%
Interest Income	\$ 30,720.00	\$ 36,401.85	118.5%
Cell Tower Lease	\$ 248,583.00	\$ 61,620.93	24.8%
Prop A Exchange	\$ 1,275,000.00		0.0%
CCA Fees	\$ -	\$ 105,300.00	
Miscellaneous Revenues	\$ 100,000.00	\$ 153,168.91	153.2%
TOTAL REVENUE	\$ 43,725,066.00	\$ 9,948,762.02	22.8%
EXPENDITURES			
Electoral			
City Council	\$ 179,507.00	\$ 48,958.06	27.3%
City Clerk	\$ 196,585.00	\$ 7,871.37	4.0%
City Treasurer	\$ 25,635.00	\$ 7,037.89	27.5%
Subtotal	\$ 401,727.00	\$ 63,867.32	15.9%
City Attorney	\$ 450,000.00	\$ 168,095.36	37.4%
Administration			
City Administration	\$ 948,021.00	\$ 253,471.20	26.7%
Community Promotion	\$ 46,250.00	\$ 2,047.40	4.4%
Subtotal	\$ 994,271.00	\$ 255,518.60	25.7%
Employee Relations	\$ 466,615.00	\$ 114,383.79	24.5%



CITY OF MONTEBELLO FINANCIAL REPORT

Fiscal Year July 1, 2018 through October 31, 2018

	AMENDED BUDGET FY 2018-2019	YTD TRANSACTION	PERCENT OF BUDGET
Finance			
Administration	\$ 2,312,087.00	\$ 786,054.90	34.0%
General Services	\$ 149,410.00	\$ 63,952.69	42.8%
Information Technology	\$ 612,560.00	\$ 170,717.25	27.9%
Subtotal	\$ 3,074,057.00	\$ 1,020,724.84	33.2%
Public Works			
Administration	\$ 653,671.00	\$ 122,671.84	18.8%
Street Maintenance	\$ 6,339,937.00	\$ 2,175,299.48	34.3%
Trees	\$ 611,384.00	\$ 177,241.49	29.0%
Engineering	\$ 737,197.00	\$ 174,781.47	23.7%
AB939	\$ 97,000.00	\$ 13,500.00	13.9%
Gov't Building Maintenance	\$ 660,751.00	\$ 137,939.85	20.9%
Subtotal	\$ 9,099,940.00	\$ 2,801,434.14	30.8%
Community Development			
Administration	\$ 571,403.00	\$ 68,118.44	11.9%
Planning	\$ 399,323.00	\$ 71,508.55	17.9%
Code Enforcement	\$ 413,460.00	\$ 67,636.16	16.4%
Building & Safety	\$ 550,364.00	\$ 113,782.22	20.7%
CCA	\$ 20,000.00	\$ 19,500.00	97.5%
Subtotal	\$ 1,954,550.00	\$ 340,545.36	17.4%
Recreation			
Administration	\$ 546,136.00	\$ 117,983.19	21.6%
Recreation Services	\$ 1,599,597.00	\$ 517,821.88	32.4%
Parks Maintenance	\$ 1,299,412.00	\$ 377,949.14	29.1%
Subtotal	\$ 3,445,145.00	\$ 1,013,754.21	29.4%
Police			
Administration	\$ 1,349,030.00	\$ 189,185.21	14.0%
Uniform Services	\$ 11,341,166.00	\$ 3,770,695.66	33.2%
Traffic Bureau	\$ 395,381.00	\$ 73,732.94	18.6%
Support Services	\$ 1,220,705.00	\$ 305,950.77	25.1%
Communications	\$ 1,387,766.00	\$ 368,762.88	26.6%
Records Bureau	\$ 924,719.00	\$ 209,003.02	22.6%
Investigative Services	\$ 4,025,176.00	\$ 1,093,287.81	27.2%
Detention Facility	\$ 467,997.00	\$ 75,971.92	16.2%
Subtotal	\$ 21,111,940.00	\$ 6,086,590.20	28.8%
Fire			
Administration	\$ 1,356,022.00	\$ 463,779.32	34.2%
Suppression	\$ 11,501,952.00	\$ 3,268,063.92	28.4%
Prevention	\$ 314,841.00	\$ 108,876.17	34.6%
Communications	\$ 133,025.00	\$ 48,903.45	36.8%
Public Safety Augmentation	\$ 288,589.00	\$ 92,842.93	32.2%
Subtotal	\$ 13,594,429.00	\$ 3,982,465.79	29.3%
TOTAL EXPENDITURES	\$ 54,592,674.00	\$ 15,847,379.62	29.0%
Income (loss) before transfers	\$ (10,867,608.00)	\$ (5,898,617.60)	
Transfer In	\$ 13,166,061.00	\$ 3,587,777.46	27.3%
Transfer out to Debt service fund	\$ 1,515,330.00	\$ 1,290,043.19	85.1%
Transfer out to Enterprise funds	\$ 800,000.00		0.0%
NET TOTAL	\$ (16,877.00)	\$ (3,600,883.33)	



CITY OF MONTEBELLO FINANCIAL REPORT

Fiscal Year July 1, 2018 through October 31, 2018

	AMENDED BUDGET FY 2018-2019	YTD TRANSACTION	PERCENT OF BUDGET
<u>SELF-INSURANCE FUND</u>			
REVENUES			
Non Transit	\$ 4,221,437.00	\$ 1,411,788.87	33.4%
Transit	\$ 2,568,211.00	\$ 858,895.13	33.4%
TOTAL REVENUES	\$ 6,789,648.00	\$ 2,270,684.00	33.4%
EXPENSES			
Non Transit	\$ 4,221,437.00	\$ 1,959,432.69	46.4%
Transit	\$ 2,568,211.00	\$ 942,804.41	36.7%
TOTAL EXPENSES	\$ 6,789,648.00	\$ 2,902,237.10	42.7%
Income (loss) before transfers	\$ -	\$ (631,553.10)	
<u>GOLF FUND</u>			
<u>GOLF COURSE OPERATIONS</u>			
REVENUES			
Charges for Services	\$ 1,628,231.00	\$ 526,931.99	32.4%
TOTAL REVENUES	\$ 1,628,231.00	\$ 526,931.99	32.4%
EXPENSES			
Golf Course Operations	\$ 3,106,731.85	\$ 944,742.50	30.4%
TOTAL EXPENSES	\$ 3,106,731.85	\$ 944,742.50	30.4%
Golf Course Income (loss) before transfers	\$ (1,478,500.85)	\$ (417,810.51)	28.3%
<u>QUIET CANNON OPERATIONS</u>			
REVENUES			
Rents	\$ 594,570.00	\$ 142,792.18	24.0%
TOTAL REVENUES	\$ 594,570.00	\$ 142,792.18	24.0%
EXPENSES			
Quiet Cannon Expenses	\$ 73,040.15	\$ 48,677.29	66.6%
Loan payments	\$ 107,199.00	\$ 36,550.03	34.1%
TOTAL EXPENSES	\$ 180,239.15	\$ 85,227.32	47.3%
Quiet Cannon Income (loss) before transfers	\$ 414,330.85	\$ 57,564.86	13.9%

Footnote: The \$48,677 expenses for Quiet Cannon include:

- \$2,150 of Quiet Cannon utility expenses
- \$26,401 of Quiet Cannon property prepaid Insurance premiums
- \$20,126 of Landscaping and Building repairs/maintenance costs/Audit Services



CITY OF MONTEBELLO FINANCIAL REPORT

Fiscal Year July 1, 2018 through October 31, 2018

	AMENDED BUDGET FY 2018-2019	YTD TRANSACTION	PERCENT OF BUDGET
<u>WATER FUND</u>			
REVENUES			
Water Sales	\$ 2,845,613.00	\$ 1,217,806.27	42.8%
Other Revenues	\$ -	\$ 29,511.21	
TOTAL REVENUES	\$ 2,845,613.00	\$ 1,247,317.48	43.8%
EXPENSES			
Operations	\$ 2,341,779.00	\$ 1,224,954.10	52.3%
TOTAL EXPENSES	\$ 2,341,779.00	\$ 1,224,954.10	52.3%
Income (loss) before transfers	\$ 503,834.00	\$ 22,363.38	
<u>TRANSIT FUND</u>			
REVENUES			
TDA Operating*	\$ 8,258,216.00	\$ 2,752,738.67	33.3%
Prop A Discretionary- Operation*	\$ 5,340,219.00	\$ 1,780,073.00	33.3%
Prop C Foothill Mitigation*	\$ 296,096.00	\$ 98,698.67	33.3%
Prop C MOSIP*	\$ 1,617,306.00	\$ 539,102.00	33.3%
Prop C 5% Security*	\$ 461,723.00	\$ 153,907.67	33.3%
Prop C Discretionary-Base Restructure*	\$ 1,171,089.00	\$ 390,363.00	33.3%
Prop C Discretionary-Bus Service Improvement*	\$ 223,492.00	\$ 74,497.33	33.3%
STA Operating*	\$ 1,343,944.00	\$ 447,981.33	33.3%
Bus Fares	\$ 4,321,599.00	\$ 1,329,864.32	30.8%
Bus Tokens/EZ Pass	\$ 321,623.00	\$ 33,317.22	10.4%
Measure R 20%*	\$ 3,356,209.00	\$ 1,118,736.33	33.3%
Measure M*	\$ 4,938,421.00	\$ 1,646,140.33	33.3%
Other Revenues	\$ 230,928.00	\$ 4,795.50	2.1%
TOTAL REVENUES	\$ 31,880,865.00	\$ 10,370,215.37	32.5%
Footnote:			
*Funds received subsequent to 10/31/2018, but included in this report			
EXPENSES			
Administration	\$ 6,763,400.00	\$ 1,871,902.36	27.7%
Operations	\$ 14,970,337.00	\$ 4,185,875.44	28.0%
Prop C Security	\$ 530,391.00	\$ 82,652.87	15.6%
Corporate Shop	\$ 7,372,274.00	\$ 2,101,142.05	28.5%
Metrolink	\$ 242,820.00	\$ 65,889.45	27.1%
Bus Advertising	\$ 14,890.00	\$ -	0.0%
SYEP	\$ 7,000.00	\$ 6,956.88	99.4%
TOTAL EXPENSES	\$ 29,901,112.00	\$ 8,314,419.05	27.8%
Income (loss) before transfers	\$ 1,979,753.00	\$ 2,055,796.32	
Transfer In			
NET TOTAL	\$ 1,979,753.00	\$ 2,055,796.32	

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: December 19, 2018

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Claims Against The City

The following claim(s) fall under the City's Self-Insurance liability program and have been placed on the agenda for denial:

1. A. Estrada v. City of Montebello

Claimant alleges to have been injured when a vehicle struck the City bus while claimant was a passenger. No injury was reported to the driver at the time. In addition, this claim has a flaw, in that the attorney filled the claim with the City eighteen months after the date of occurrence. Submitting a claim beyond the twelve months from this time will void a claim and no action is required other than to issue an Untimely Claim Notice. CA Statue 915 will allow a claim to be submitted up to twelve months from the date of accident.

Amount claimed: \$417,595.00

2. L. Solis v. City of Montebello

Claimant was a City bus passenger sitting behind the driver. The car in front of City bus stopped prior to entering intersection, forcing bus to brake abruptly. There was no contact with car. Claimants left shoulder struck the driver creating a whiplash to claimants back. No report of an injury was made by any of the passengers to the driver.

Amount claimed: \$1,000.00

3. Arakelian Enterprises v. City of Montebello

This is a claim for Breach of Contract between the City and Athens Service. An agreement (Agreement 668) was reached in 2008 that Athens would become the City's primary waste management company and paid a onetime franchise fee of \$500,000 to implement the agreement. Following Court action by other waste

management vendors the agreement was void. The City and Athens agreed to Toll the Claims deadline in 2016, which expired November 15, 2018.

Amount claimed: \$500,000.00

4. L. Aguirre v. City of Montebello

Claimant's brick fence was damaged during heavy winds. The City is not liable in tree limb failure cases where the City had no prior actual or constructive notice of the condition causing the failure (Gov. Code 835). Further, the City is immune from liability when the City's act or omission was reasonable (Gov. Code 835.4). In this instance, very high winds caused many tree limbs to fall throughout the City. Since the tree limb that fell was not an incident the City could have reasonably predicted in advance or prevented, no liability arises and we recommend the claim be denied. Recommend the claim be denied.

Amount claimed: \$4,500.00

5. S. Tom v. City of Montebello

Claimant's garage floor was damaged due to the alleging tree roots. This claim was not presented within one year after the occurrence as required by Section 901 and 911.2 of the Government Code. The claim was not presented within the time allowed by law, therefore the claim is untimely. Request authority to issue an Untimely Notice to the claimant, and reject the claim.

Amount claimed: \$15,000.00

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
BY: Lillian Guzman, Deputy City Clerk
SUBJECT: Cancellation of December 26, 2018 City Council Meeting
DATE: December 19, 2018

RECOMMENDATION

It is recommended that the City Council: cancel the regularly scheduled City Council meeting of December 26, 2018.

BACKGROUND

The second meeting in December 2018 is scheduled for December 26, 2018, the day after the Christmas holiday. In light of the Christmas holiday, City Council will consider cancelling or rescheduling the regular meeting on December 26, 2018.

FISCAL IMPACT

None.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

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

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1459, consisting of four pages, and
including**

Warrant No. 581088 through 581199;

**on file in the office of the City Clerk, the same having been audited and
approved by the Controller 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 adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 19th DAY OF DECEMBER, 2018.

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello

Register of Demands No. 1459

From Payment Date: 12/6/18 - To Payment Date: 12/12/2018

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
581088	12/06/2018	\$554.42	UTILITY SERVICES	38380	AT&T
581089	12/06/2018	\$463.07	UTILITY SERVICES	39550	AT&T
581090	12/06/2018	\$120.00	REFUND	723	BRANDON BARENTS
581091	12/06/2018	\$120.00	PERMITS AND FEES	2800	STATE OF CALIFORNIA
581092	12/06/2018	\$1,879.79	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
581093	12/06/2018	\$100.00	TRAINING	10340	LARRY JACKSON
581094	12/06/2018	\$85.00	DUES & SUBSCRIPTIONS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL
581095	12/06/2018	\$98,412.04	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
581096	12/06/2018	\$3,566.26	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
581097	12/06/2018	\$14,434.85	INSURANCE PREMIUM	25850	STANDARD INSURANCE COMPANY
581098	12/12/2018	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
581099	12/12/2018	\$261.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
581100	12/12/2018	\$40.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ
581101	12/12/2018	\$12,121.88	MACHINERY & EQUIPMENTS	41790	ADLERHORST INTERNATIONAL, LLC
581102	12/12/2018	\$147.50	CONTRACT SERVICES	17680	ALVARADOSMITH
581103	12/12/2018	\$5,075.85	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
581104	12/12/2018	\$40.00	CARPOOL INCENTIVE	567	ARTHUR P ANCHONDO
581105	12/12/2018	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
581106	12/12/2018	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
581107	12/12/2018	\$40.00	CARPOOL INCENTIVE	2139	DANIEL ANTUNEZ
581108	12/12/2018	\$40.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
581109	12/12/2018	\$80.00	CARPOOL INCENTIVE	291	ROSA AVALOS
581110	12/12/2018	\$147,201.87	INSURANCE	28120	STATE OF CALIFORNIA
581111	12/12/2018	\$382.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
581112	12/12/2018	\$40.00	CARPOOL INCENTIVE	3780	JACOB CASTILLO

581113	12/12/2018	\$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
581114	12/12/2018	\$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
581115	12/12/2018	\$453.33	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
581116	12/12/2018	\$240.00	INCURRED CLAIMS	1643	COMPANY NURSE
581117	12/12/2018	\$9,140.00	CONTRACT SREVICES	2272	JOANN LOMBARDO/COMPREHENSIVE PLANNING SERVICES
581118	12/12/2018	\$977.50	ADVERTISING/PRINTING SERVICES	1642	WESTERN FIRE CHIEFS ASSOCIATION
581119	12/12/2018	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
581120	12/12/2018	\$40.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
581121	12/12/2018	\$33,500.00	DUES & SUBSCRIPTIONS	9030	DIGITAL MAP PRODUCTS, INC.
581122	12/12/2018	\$840.00	CONTRACT SERVICES	2075	HAROLD J. EDISON/EDISON LITIGATION TECH
581123	12/12/2018	\$25.00	CONTRACT SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH,INC
581124	12/12/2018	\$270.06	SUPPLIES	31240	FIRE CONNECTION SYSTEM SERVICE
581125	12/12/2018	\$250.00	REFUND	2275	EVIRENE GALLEGOS
581126	12/12/2018	\$279.04	VEHICLE MAINTENANCE/EXPENSES	3350	GARVEY EQUIPMENT COMPANY
581127	12/12/2018	\$601.61	SUPPLIES	40150	GENUINE PARTS COMPANY
581128	12/12/2018	\$5,859.52	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
581129	12/12/2018	\$480.00	CONTRACT SERVICES	74240	GLOBAL CTI GROUP,INC.
581130	12/12/2018	\$208.58	CONTRACT SERVICES	2240	GLOBAL IT COMMUNICATIONS, INC.
581131	12/12/2018	\$40.00	CARPOOL INCENTIVE	8260	BEATRICE GOMEZ
581132	12/12/2018	\$40.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
581133	12/12/2018	\$632.58	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
581134	12/12/2018	\$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
581135	12/12/2018	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
581136	12/12/2018	\$19,800.00	CONTRACT SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES
581137	12/12/2018	\$493.64	VEHICLE MAINTENANCE/EXPENSES	69140	HUNTINGTON BEACH MOTORSPORTS, INC.
581138	12/12/2018	\$239.80	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
581139	12/12/2018	\$240.00	DUES & SUBSCRIPTIONS	32950	INTERNATIONAL CODE COUNCL,INC
581140	12/12/2018	\$965.82	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
581141	12/12/2018	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
581142	12/12/2018	\$40.00	CARPOOL INCENTIVE	2277	CHRISTOPHER JIMENEZ
581143	12/12/2018	\$684.00	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
581144	12/12/2018	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ

581145	12/12/2018	\$3,737.50	CONTRACT SERVICES	11070	LPM CONSULTING, INC.
581146	12/12/2018	\$40.00	CARPOOL INCENTIVE	50330	ANDREW MARTINEZ
581147	12/12/2018	\$10,500.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
581148	12/12/2018	\$40.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
581149	12/12/2018	\$661.04	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
581150	12/12/2018	\$250.00	REFUND	215	MONTEBELLO AYSO
581151	12/12/2018	\$588.89	CONTRACT SERVICES	42040	MONTEBELLO GLASS & MIRROR CO.
581152	12/12/2018	\$31.24	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
581153	12/12/2018	\$6,282.22	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
581154	12/12/2018	\$4,004.14	CONTRACT SERVICES	19250	N/S CORPORATION
581155	12/12/2018	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
581156	12/12/2018	\$601.80	SUPPLIES	15620	OFFICE DEPOT
581157	12/12/2018	\$40.00	CARPOOL INCENTIVE	1596	JESSICA ORTIZ
581158	12/12/2018	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
581159	12/12/2018	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
581160	12/12/2018	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
581161	12/12/2018	\$1,107.02	MACHINERY & EQUIPMENTS	538	PCMG, INC.
581162	12/12/2018	\$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
581163	12/12/2018	\$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
581164	12/12/2018	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
581165	12/12/2018	\$40.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
581166	12/12/2018	\$196.88	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
581167	12/12/2018	\$337.04	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
581168	12/12/2018	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
581169	12/12/2018	\$40.00	CARPOOL INCENTIVE	2260	GERARDO RODRIGUEZ
581170	12/12/2018	\$250.00	REFUND	849	JUAN ROSALES
581171	12/12/2018	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
581172	12/12/2018	\$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
581173	12/12/2018	\$924.00	CONTRACT SERVICES	36350	SHRED-IT USA
581174	12/12/2018	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
581175	12/12/2018	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
581176	12/12/2018	\$3,996.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA

581177	12/12/2018	\$1,250.00	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC.
581178	12/12/2018	\$80.00	CARPOOL INCENTIVE	1091	JANELE TORRES
581179	12/12/2018	\$4,500.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
581180	12/12/2018	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
581181	12/12/2018	\$126.23	SUPPLIES	59290	UNIVAR USA INC.
581182	12/12/2018	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
581183	12/12/2018	\$40.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
581184	12/12/2018	\$20.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
581185	12/12/2018	\$1,425.39	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
581186	12/12/2018	\$25,778.41	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
581187	12/12/2018	\$4,394.60	UTILITY SERVICES	39550	AT&T
581188	12/12/2018	\$78.60	UTILITY SERVICES	39550	AT&T
581189	12/12/2018	\$668.09	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
581190	12/12/2018	\$279.16	CONTRACT SERVICES	36870	CINTAS CORPORATION
581191	12/12/2018	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
581192	12/12/2018	\$20.81	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
581193	12/12/2018	\$934.22	TRAVEL & MEETINGS	3280	MONTIBELLO CITY TRANSIT
581194	12/12/2018	\$8,760.00	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
581195	12/12/2018	\$3,011.90	FUEL	19700	SYNCHRONY BANK/CONOCO-76-UNION-76
581196	12/12/2018	\$61,886.01	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
581197	12/12/2018	\$437.55	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
581198	12/12/2018	\$2,762.94	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
581199	12/12/2018	\$5,931.53	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
Total		\$521,170.47			