

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, SEPTEMBER 9, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Young-Gi Kim Harabedian

OPENING CEREMONIES

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

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(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.*

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR 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.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday September 9, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, September 9, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

***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 – 5:30 P.M.

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 54956.9(d)(4)
Multiple matters of anticipated litigation

5. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

6. CONFERENCE WITH LABOR NEGOTIATORS

Government Code section 54957.6
Agency designated representative: René Bobadilla, City Manager
Employee organization: Smart-TD

REGULAR SESSION - 6:30 P.M.

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 10. 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.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday September 9, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, September 9, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab,

<https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

- 12. 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. 13 and any item upon which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTER

13. ADOPTION OF ORDINANCE APPROVING DEVELOPMENT AGREEMENT (DA01-20) BETWEEN THE CITY OF MONTEBELLO AND BECKER BOARDS SMALL LLC FOR PROPERTY AT 7653 TELEGRAPH ROAD

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Waive second reading and adopt Ordinance approving a Development Agreement (DA01-20) by and between the City of Montebello and Becker Boards Small LLC; and
- 2) Take such additional and/or related action that may be desirable.

CONSENT MATTERS

14. AUTHORIZATION TO ISSUE A REQUEST-FOR-PROPOSAL TO SOLICIT GRANT WRITING SERVICES FOR FUNDING MULTIPLE FIRE DEPARTMENT PROJECTS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Authorize City Staff to issue a Request-for-Proposal (RFP) for Grant Writing Services.
- 2) Take such additional, related, action that may be desirable.

15. APPROVE A COMPREHENSIVE EXECUTIVE MANAGEMENT COMPENSATION AND FRINGE BENEFITS RESOLUTION

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council approve a Resolution (Attachment 1) providing for an updated, comprehensive Executive Management compensation and fringe benefits plan.

16. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HdL COMPANIES TO PROVIDE TAX AND FEE ADMINISTRATION SERVICES

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council authorize the City Manager to approve a Professional Services Agreement with HdL Companies to provide Tax and Fee Administration Services.

17. APPROVE RESOLUTIONS ALLOWING FOR THE NON-LEVY OF ASSESSMENTS IN THE NATASHA LANE SEWER AND STORMWATER AND LANDSCAPE ASSESSMENT DISTRICTS FOR FISCAL YEAR 2020-21

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve a Resolution confirming that Assessments for Natasha Lane sewer pump and stormwater assessment district 2005-2 will not be levied in Fiscal Year 2020-21; and,
- 2) Approve a Resolution confirming that Assessments for Natasha Lane landscape assessment district 2005-1 will not be levied in Fiscal Year 2020-21; and,
- 3) Take other actions as necessary to maintain the ability to make such assessments in Fiscal Year 2021-22 and subsequent fiscal years.

18. AWARD A PROFESSIONAL SERVICES CONTRACT FOR CITYWIDE LANDSCAPE MAINTENANCE (RFP 20-15)

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Complete Landscape Care, Inc. (Complete Landscape) in an amount not-to-exceed \$274,200 annually for the initial year of a three-year (3-year) term for Citywide Landscape Maintenance; and
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

19. AUTHORIZE THE FILING OF AN APPLICATION WITH CALIFORNIA AIR RESOURCE BOARD (CARB) TO RECEIVE FUNDING FROM THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT'S PLANNING AND CAPACITY BUILDING GRANT

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Authorize the filing of an application with the California Air Resource Board (CARB) to receive funding from the Sustainable Transportation Equity Project's Planning and Capacity Building Grant to fund critical community outreach; and
- 2) Take such additional, related action that may be desirable.

20. APPROVE A RESOLUTION DECLARING SEVEN (7) DIESEL BUSES AS SURPLUS PROPERTY AND AUTHORIZATION TO DONATE THE BUSES TO THE ROTARY CLUB OF MONTEBELLO

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve a Resolution declaring seven (7) diesel buses Surplus Property; and
- 2) Authorization to Donate the Buses to the Rotary Club of Montebello; and
- 3) Take such additional, related action that may be desirable.

21. APPROVE SOLE SOURCE AGREEMENTS WITH NEW FLYER PARTS AND WAYNE ELECTRIC COMPANY FOR THE PURCHASE OF MAINTENANCE RELATED BUS PARTS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve a sole source agreement for the purchase of bus parts in the total amount not-to-exceed \$150,000 with New Flyer Parts for the current Fiscal Year (FY 2020-21); and
- 2) Approve a sole source agreement for the purchase of bus parts in the total amount not-to-exceed \$65,000 with Wayne Electric Company for the current Fiscal Year (FY 2020-21); and
- 3) Take such additional, related action that may be desirable.

22. APPROVE PROPOSED JOB SPECIFICATIONS, AMEND THE TABLE OF ORGANIZATION, AND AMEND THE CLASSIFICATION AND COMPENSATION PLAN FOR NEWLY PROPOSED POSITIONS IN THE FIRE DEPARTMENT

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve proposed new job classifications and salary ranges for Social Work Supervisor, Field Response Case Coordinator and Firefighter/Paramedic Trainee; and,
- 2) Increase the Fiscal Year 2020-21 Budgeted Number of Full-Time Equivalent (FTE) in the Fire Department by a total of Six (6.0) Positions; and,
- 3) Take such additional, related actions that may be desirable or necessary.

23. AUTHORIZATION TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION OF THE HOMELESS PLAN

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for the sole purpose of providing funding for the planning and implementation of the City's Plan to Combat and Prevent Homelessness 2018-2021; and
- 2) Authorize the City Manager to enter into the MOA with SGVCOG; and
- 3) Amend the Fiscal Year (FY) 2020-21 budget by increasing appropriations by \$215,000 In Fund 265 (Grants), and;
- 4) Take such additional, related, action that may be desirable

24. AUTHORIZE THE CITY MANAGER TO APPROVE CITYWIDE 24/7 REMOTE HELP DESK AGREEMENT

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute the four-year term agreement with IBE Digital to provide Citywide 24/7 remote help desk support; and
- 2) Take such additional, related, action that may be desirable.

25. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 9, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated September 9, 2020.

26. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

27. COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETINGS REPORTS

ADJOURNMENT

NOTES

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, City Manager
BY: Joseph Palombi, Director of Planning and Community Development
SUBJECT: Adoption of Ordinance Approving Development Agreement (DA01-20) between the City of Montebello and Becker Boards Small LLC for property at 7653 Telegraph Road
DATE: September 9, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Waive second reading and adopt Ordinance approving a Development Agreement (DA01-20) by and between the City of Montebello and Becker Boards Small LLC; and
- 2) Take such additional and/or related action that may be desirable.

FISCAL IMPACT

Pursuant to the Development Agreement, Becker Boards Small LLC will pay the City monthly payments equal to ten percent (10%) of the “Gross Billboard Revenues” (defined in the Development Agreement as all advertising revenues received by Developer) from the new static digital billboard during the immediately preceding applicable calendar month or partial calendar month. These payments will be made on or before the 20th day of each month after the new static digital billboard becomes operational for the entire term of the Development Agreement.

BACKGROUND

On August 26, 2020, the City Council held a public hearing to consider the Ordinance approving Development Agreement No. 01-20 by and between the City of Montebello (the “City”) and Becker Boards Small LLC for the property located at 7653 Telegraph Road (the “Property”).

The Property is located in the M-2 (Heavy Manufacturing) Zone. The City’s General Plan land use designation for the Property is “Industrial” and the subject site is located within the “Interstate 5 Freeway Digital Display Sign Corridor” pursuant to Montebello Municipal Code (“MMC”) Section 17.62.105.B.

On July 28, 1970, the construction of the existing north facing, single-faced static billboard (14’ x 48’) was approved by the City. Subsequently, the installation of the existing south facing, non-illuminated static billboard (2.5’ x 8’) was approved on October 31, 2011.

Adoption of Ordinance Approving Development Agreement (DA01-20) between the City of Montebello and Becker Boards Small LLC for property at 7653 Telegraph Road

Page 2 of 3

On October 24, 2018, the property located at 7601 Telegraph Road received approval from the City and subsequently constructed a new dual-faced digital billboard. This property is located within 1,000 feet of the property located at 7653 Telegraph Road. On July 21, 2020, the City Planning Commission held a duly noticed public hearing and approved a variance to allow Becker Boards LLC to construct a dual-faced digital billboard within 1,000 feet of the nearest digital billboard pursuant to Case No. PC-2020-0012-ZV-DA.

On February 18, 2020, Becker Boards LLC (the “Applicant”) filed an application to, among other things, enter into a Development Agreement (DA01-20) with the City for the removal and replacement of the existing outdated double-faced static billboard with a new double-faced digital billboard located within 500 feet (deviating from the required 1,000-foot setback pursuant to MMC Section 17.62.105.E.3) from the existing digital billboard located at 7601 Telegraph Road.

California Government Code Section 65864 et seq. authorizes the City of Montebello to enter into a Development Agreement with persons having legal or equitable interests in real property for the purpose of establishing predictability for both the City and the owner of the property.

Pursuant to MMC Section 17.62.105.C, construction of new off-premises digital display signs within the defined Digital Display Corridor shall be allowed only with the approval of a Development Agreement.

The Applicant is proposing to replace an existing double-faced static billboard with an enhanced double-faced digital billboard. The proposed double-faced static digital billboard would include individual sign faces totaling 672 square feet. The proposed sign structure would enhance the visual environment with structural amenities and design features for the property located at 7653 Telegraph Road. The subject property is located adjacent to the I-5 Freeway Corridor and currently improved with commercial warehouses, two storage buildings, and the existing static billboard located in the southwest corner of the site. The property is bounded by industrial properties to the north, east, and west. The City of Commerce is located to the south across the I-5 Freeway.

The proposed static digital billboard sign will mirror the neighboring off-site digital billboard and feature a slightly larger non-illuminated City of Montebello logo and seal mounted on either side of the pole mount structure (Please see Attachment D). The digital display panels will be pinched together at a triangular, or “V”, shape. Each digital display panel shall be 14 feet high by 48 feet wide for a total display area of 672 square feet. The maximum height of the digital billboard structure will not exceed the existing 75 feet including all extensions and may be reduced to a lower height should it be determined that the billboard requires better visibility. The proposed double-faced digital display billboard as authorized in the Development Agreement meets the Goals and Objectives of the General Plan Land Use Element as it will enhance the visual character of the I-5 corridor.

On July 21, 2020, the Planning Commission unanimously approved Resolution No. 12-20 recommending approval of the Development Agreement and authorizing a deviation pursuant to Case No. PC-2020-0012-ZC-DA to allow the double-faced static digital billboard to be located within 1,000 feet of the nearest digital billboard. Based on direction from the Planning Commission, changes to the proposed Development Agreement include a revision to Section 2.8.1 to make advertising space available to the City free of charge when requested with

Adoption of Ordinance Approving Development Agreement (DA01-20) between the City of Montebello and Becker Boards Small LLC for property at 7653 Telegraph Road

Page 3 of 3

reasonable notice. In addition, the Planning Commission requested enhanced landscape features on the subject property as well as graffiti monitoring and removal within 24 hours.

ANALYSIS

Section 17.62.105 of the Montebello Municipal Code (MMC) pertaining to signage (Sign Code) authorizes off-premises digital display billboards in limited areas along SR60 and The I-5 Freeway. The Sign Code requires the approval of a Development Agreement by the City Council to allow the relocation and replacement or construction of any new off-premises digital display sign, i.e. digital billboard. The proposed digital billboard conforms to the Sign Code and is located within the allowable "Interstate 5 Freeway Digital Display Sign Corridor." As part of the actions taken by the Planning Commission, a zone variance was approved under Case No. PC-2020-0012-ZV-DA to allow the proposed digital billboard to be located within 1000 feet of the nearest digital billboard (MMC Section 17.62.105.E.6).

ENVIRONMENTAL

The proposed project associated with Case No. PC-2020-0012-ZC-DA/ENV-102-20-ND for the replacement of an existing two-sided static billboard with an enhanced two-sided static digital billboard for the property located at 7653 Telegraph Road has been reviewed pursuant to the California Environmental Quality Act ("CEQA"). The Initial Study concluded that the proposed project will not result in significant effects on the environment. Therefore, a Negative Declaration has been prepared and circulated consistent with CEQA. A Notice of Intent (NOI) to adopt a Negative Declaration was prepared and filed with the Los Angeles County Clerk's office on June 5, 2020. The public comment period concluded on July 6, 2020. As of yet, no comments have been received by the City in connection with the Negative Declaration and/or the proposed project.

ATTACHMENTS:

- A. Development Agreement
- B. Ordinance
- C. Conceptual Rendering of the Proposed Sign

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code § 27383]

DEVELOPMENT AGREEMENT NO. _____

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and BECKER BOARDS SMALL, L.L.C., an Arizona limited liability company (hereinafter "Developer").

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property, located at 7653 Telegraph Road in the City of Montebello, Assessor Parcel Number 6354-027-016, as more specifically described in Exhibit "A" (the "Site") upon which the property owner has removed the previously constructed 14' x 48' static billboard, and pursuant to the terms of this Agreement, Developer will be permitted to construct a double-faced 14' x 48' static digital billboard sign, as sign is described in Exhibit "B-1", along with the site plan and conceptual rendering of the sign as shown in Exhibit "B-2" hereto, to be oriented toward the I-5 Freeway ("New Static Digital Billboard").

C. City and Developer agree and acknowledge that the outdoor advertising sign construction contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq.* (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

D. In exchange for the approvals sought for the construction of the New Static Digital Billboard, as described above, Developer has agreed and offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Static Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

E. The Site is located within the City's M-2 Heavy Manufacturing Zone, and designated by the General Plan as Industrial, and is also located within the "Interstate 5 Freeway Digital Display Sign Corridor," as defined per Montebello Municipal Code ("MMC") Section 17.62.105(B)(1), and regulated

by MMC Section 17.62.105, "Off Premise Digital Display Signs," which is incorporated by reference into this Agreement and attached as Exhibit "D".

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On _____, 2020, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. _____.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives, including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and limited new displays.

I. On _____, 2020, the City Council held the second reading of Ordinance No. _____, and adopted the Ordinance and thereby approved this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. ____ of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specifically defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "Site Lease" means the lease agreement by and between Developer and Masood Behshid and Tahereh Behshid, the owners of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 “City” means the City of Montebello, a California municipal corporation.

1.1.4 “City Council” means the City Council of the City.

1.1.5 “Developer” means Becker Boards Small, L.L.C., an Arizona limited liability company duly existing and operating, and its successors and assigns, doing business at 4234 E. Indian School, Phoenix, AZ 85018.

1.1.6 “Development Approvals” means any and all permits and approvals which may be required by City, affected utility agencies, or any governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, this Agreement, Variance No. PC-2020-0012-ZV-DA, necessary building permits and all approvals required under the California Environmental Quality Act (“CEQA”) and from the California Department of Transportation (“Caltrans”).

1.1.7 “Effective Date” is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. _____, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. ____, and after expiration of all applicable appeals periods.

1.1.8 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Static Digital Billboard, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 “Mortgagee” means a mortgage of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 “New Static Digital Billboard” means the new double-faced digital sign, as described in Exhibits “B-1” and “B-2” hereto, oriented toward the I-5 Freeway and located on the Site.

1.1.11 “Operational” means the New Static Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 “Project” means the construction and installation of the New Static Digital Billboard sign and structure, and includes the installation of any new utilities necessary for the operation of the New Static Digital Billboard, and the operation and maintenance of the New Static Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibits “B-1” and “B-2”, and the Schedule of Performance attached hereto as Exhibit “C”.

1.1.13 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “C” and incorporated herein.

1.1.14 “Scope of Development” means the Scope of Development attached hereto as Exhibits “B-1” and “B-2” and incorporated herein.

1.1.15 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which governs development and use of the Project and/or the Site.

1.1.16 “Subsequent Development Approvals” means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act (“CEQA”), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.17 “Term” shall have the meaning provided in Section 2.4, unless earlier terminated as provide in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit “A” (Legal Description of Site), Exhibits “B-1” and “B-2” Scope of Development, Exhibit “C” (Schedule of Performance), and Exhibit “D” (Montebello Municipal Code Section 17.62.105 B1 “Off Premises Digital Display Sign Corridors”).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Static Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer’s obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* Additionally, prior to the execution of this Agreement, the City has received a signed and notarized letter of authorization from the Site owner confirming that Developer has a leasehold interest in the Site (“Site Lease”), which interest shall be maintained for the entire Term of this Agreement, unless otherwise terminated in accordance with the terms of the Site Lease. If Developer’s leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 or Exhibit “B-1” of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer’s leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have not further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer’s responsibility to remove the New Static Digital Billboard.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer (or any or all of its members) or to any entity that acquires a majority of Developer's assets; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date of the New Static Digital Billboard becomes Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the New Static Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a static face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. The parties may extend the Term of this Agreement through the execution of a written amendment hereto and upon the terms and conditions mutually agreed upon by the parties. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.4.1 Time for Performance. Notwithstanding anything contrary in this Agreement, Developer shall complete construction of the new off-premises digital display sign within one (1) calendar year of the Effective Date, and Developer's failure to do so will result in the Parties renegotiating, in good faith, the financial provisions of this Agreement, specifically including but not limited to the Development Fee due, in light then-existing market conditions and economic factors, and this Agreement, along with any resulting revisions, shall be subject to City Council reconsideration and approval.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Twenty Thousand Dollars (\$20,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Static Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement. Additionally, to the extent that the Processing Fee is insufficient to cover the entirety of the City's legal fees pertaining to the preparation and negotiation of this Agreement, the City shall provide Developer with a final invoice of legal fees incurred by the City, and Developer shall pay City any outstanding balance of such fees to the extent they are reasonably incurred.

2.6 Development Fee. The potential impact of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree Starting upon

the Commencement Date, Developer shall pay to City monthly payments equal to ten percent (10%) of the “Gross Billboard Revenues” (defined as all advertising revenues received by Developer from the New Static Digital Billboard during the immediately preceding applicable calendar month or partial calendar month (“Development Fee”). Such payments shall be made on or before the 20th day of each month after the New Static Digital Billboard becomes Operational (the “Commencement Date”).

As set forth herein, upon reasonable request, City shall have the right during Developer’s normal business hours to inspect and audit the books and records of Developer relating to the Gross Billboard Revenues for the immediately preceding twelve (12) month period, and Developer shall make all such matters available to Lessor within five (5) business days of such request. If Developer’s revenues are understated for such period, Developer will issue a check for the difference within five (5) business days of discovery of any such understatement. If there has been an overpayment for such period, City shall issue a check to Developer for the difference within five (5) days from the discovery of any such overpayment.

2.7 Operational Date Notification. Developer shall notify the City in writing when the New Static Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City’s issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City’s Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the New Static Digital Billboard for purposes of posting public service announcements (including Amber Alerts) and City-related advertising or announcements (“City Messages”). The City shall submit all proposed copy of City messages to Developer not less than one (1) business day prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.4, the City shall notify the Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer’s standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content, and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (v) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Penalty Fee. Should the Developer or owner of the off-premise digital billboard not display the City advertisement, the Developer or owner of the off-premise digital billboard shall pay to the City \$500 per day for a maximum of 10 days on an annual basis. This will ensure City advertisement is displayed. If, however, the Developer fails to display the City’s advertisement as required herein, such failure to comply shall be deemed a material breach of this Agreement and may

result in a cancellation or termination of this Agreement, and allow the City to exercise any remedies available at law or equity.

2.8.3 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.4 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Static Digital Billboard available to the appropriate agencies for the purpose of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Maintenance, Operation, and Use

2.9.1 Maintenance and Repair.

(a) Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the maintenance and repair of the New Static Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall operate and maintain and repair the New Static Digital Billboard in accordance with this Agreement, all Development Approvals, conditions of approval, and all applicable laws, rules, ordinances and regulations of all federal, State, Montebello Municipal Code, and other local bodies and agencies having jurisdictions over the Site unless those federal, State, and local bodies have an exemption for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Static Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Static Digital Billboard structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Developer, for itself and its successors and assigns, hereby covenants and agrees to use and maintain the New Static Digital Billboard Site (where authorized pursuant to the 1-5 Freeway Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Static Digital Billboard such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the 1-5 Freeway Site.

2.9.2 Prohibited Uses. Developer shall not utilize the New Static Digital Billboard to advertise or display messages that:

(a) promotes tobacco or tobacco related material (including e-cigarette products), hashish, cannabis materials or cannabis related products, businesses or operations;

(b) promotes “gentlemen’s clubs”, adult entertainment businesses, “obscene matter,” as that term is defined in California Penal Code section 311 or federal law, adult products, conventions, events, or websites;

(c) contains inherently false, misleading, or libelous (i.e., speech that is incapable of being presented in a manner that is not misleading);

(d) promotes the sale or use of firearms;

(e) contains language that presents a clear and present danger of causing riot, disorder, or other imminent threat to public safety, peace, or order;

(f) contains any statements or words in violation of Section 5402 of the Outdoor Advertising Act from the Business and Professions Code; or

(g) promotes any product, service, or activity that is illegal under federal, State, or local law.

Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer’s vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, developer shall comply with all (1) applicable development standards in City’s Municipal Code, (2) applicable NPDES requirements pertaining to the Project, and (3) all applicable building and fire codes, except as may be permitted

through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly applied to similar projects in the City.

3.4 Timing of Development. Developer shall commence the project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "C." "Commencement" of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the New Static Digital Billboard on the Site within a reasonable time following Developer's receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and after compliance with section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Project or any other task set forth in "Exhibit C," it would not constitute default or grounds for any termination rights found within this Development Agreement. In such case, the timeline to commence or complete relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of New Static Digital Billboard on the Site.

3.5 Purpose of Agreement. The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibits "B-1" and "B-2") which sets forth a description of the Project and the Schedule of Performance (Exhibit "C").

3.6 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.7 Reservation of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior to written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Static Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals of this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Static Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.7.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.7.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulations, a copy of such law or regulations, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, if such change hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Static Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions:

3.9.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.9.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.9.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.10 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees; taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Static Digital Billboard or Developer directly as follows:

3.10.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.10.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.10.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.10.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.11 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.12 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OF BILLBOARDS.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Static Digital Billboard shall be removed. Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Static Digital Billboard and cap all utilities. Notwithstanding the foregoing, Developer has no obligation to remove any of the below-grade portions of the New Static Digital Billboard or any other below-grade structures, fixtures, or improvements, including, but not limited to, the concrete footings or posts, and the continued presence of such items shall not constitute continued occupancy of the Site by Developer. Developer shall obtain all required permits (including but not limited to a Demolition permit) from the City prior to removal.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Static Digital Billboard. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may require removal of the New Static Digital Billboard. If City requires the New Static Digital Billboard to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Static Digital Billboard within ninety (90) days of City's notice to Developer.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under Section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefor and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution to the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in and subject to the provisions of Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Static Digital Billboard that equates to the percentage of time: elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Static Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Static Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Static Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the New Static Digital Billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance; injunctive relief, declaratory relief, or mandamus and/or: (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately

caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Insurance.

7.1.1 Types of Insurance.

(a) **Liability Insurance.** Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured; and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) **Worker's Compensation.** Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) **Insurance Policy Form, Sufficiency, Content and Insurer.** All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(b) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement, including the City's approval of the Agreement, and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site (herein "claims or liabilities").

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgement rendered against the City or its respective officers, agents, or employees that fall within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity,

water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of

Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same Instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence,

maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any way such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, With acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii)

by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City: City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer: Becker Boards Small, L.L.C.
4234 E. Indian School Rd.
Phoenix, AZ 85018
Attn: Real Estate Department

With Copy To: Nagle Law Group, P.C.
4530 E. Shea Blvd, Suite 140
Phoenix, AZ 85028
Attn: Robert Nagle, Esq.

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Site Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

[Signatures on the following page(s)]

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____
Salvador Melendez

Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold M. Alvarez-Glasman
City Attorney

Developer: BECKER BOARD SMALL, LLC

By: _____
Joseph White

[Principle Signatures to be Notarized]

EXHIBIT “A”

LEGAL DESCRIPTION

(To be attached)

EXHIBIT "B-1"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. Project. Developer shall relocate the existing static sign from the Site and reconstruct it as the New Static Digital Billboard in accordance with the terms of this Agreement. The New Static Digital Billboard consists of one (1) approximately 60 feet tall, "bulletin" size freeway-oriented billboard structure with a total of two (2) digital displays (each display measuring approximately 14' x 48') within the Site. In addition, Developer agrees to install, at no cost to City, an unlit City emblem (the "City Logo") on the sign column.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Static Digital Billboard on the Site.

3. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Static Digital Billboard.

4. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

5. Conditions of Approval. The following additional conditions shall apply to the installation of the New Static Digital Billboard and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site as described in the attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each sign display of New Static Digital Billboard shall not exceed a maximum area of 672 square feet with no more than 128 total feet of extensions or borders and shall not to exceed a maximum height of 75 feet, including all extensions, and shall be spaced at intervals that are no less than 500 feet from any other off-site advertising billboard on the same side of the freeway and measured parallel to the freeway as depicted in the Sign Plans set forth herein and approved by the City as part of the Development Approvals.

(d) The messages displayed on the New Static Digital Billboard shall not change more than once every two (2) minutes.

(e) The New Static Digital Billboard pole shall be of a color subject to the approval of the City's Planning Manager or designee.

(f) Plans and specifications for the proposed installation of the New Static Digital Billboard, including a landscape plan and all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(g) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(h) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(i) Developer shall, at all time, comply with the approval for the New Static Digital Billboard from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(j) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Static Digital Billboard prior to the final issuance of the building permits.

(k) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(l) Developer shall ensure that all access to the New Static Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the 1-5 Freeway Site Lease.

(m) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Static Digital Billboard. To this end, City shall cooperate with the Southern California Edison requirement upon Developer to upgrade Developer's current electrical service to the New Static Digital Billboard requiring the installation of electrical conduit approximately _____ feet.

(n) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

(o) All graffiti shall be adequately and completely removed or painted over within 24 hours of notice to Developer of such graffiti being affixed on New Static Digital Billboard.

(p) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(q) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

Exhibit “B-1”

EXHIBIT “B-2”

SITEPLAN AND CONCEPTUAL RENDERING OF SIGN

(To be attached)

EXHIBIT “C”

SCHEDULE OF PERFORMANCE

(To be attached)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING DEVELOPMENT AGREEMENT (DA01-
20) BETWEEN THE CITY OF MONTEBELLO AND BECKER BOARDS
SMALL, LLC.**

WHEREAS, the California Legislature adopted the "Development Agreement Statute," section 65864 *et seq.* of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development;

WHEREAS, the City of Montebello (the "City") is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner in the development process;

WHEREAS, Chapter 17.62 of the Montebello Municipal Code (the "Sign Code") authorizes the relocation, replacement, and/or construction of new "Off Premises Digital Displays" within certain specified "freeway corridors" of the City, subject to specific development standards and the City's approval of a development agreement with the proposed operator and/or owner of the digital display;

WHEREAS, Becker Boards Small, LLC ("Becker Boards"), and the City desire to enter into the Development Agreement (DA01-20) attached hereto as Exhibit "A" (the "Agreement"), which would allow the removal of an existing off-premise double-faced static display billboard, and replacement with a new off-premise double-faced digital display billboard as specifically described in the Development Agreement (the "Project") upon the property located at 7653 Telegraph Road (the "Property"), in which Becker Boards has a leasehold interest, and which is the property on which the existing static billboard is located;

WHEREAS, the Project was reviewed pursuant to the California Environmental Quality Act ("CEQA") and the initial study/environmental assessment found that the Project may have less than significant effects on the environment; and accordingly a Notice of Intent to Adopt a Negative Declaration has been prepared for the Project and was filed with the Los Angeles County Clerk on June 5, 2020;

WHEREAS, the Planning Commission, following a duly noticed public hearing on July 21, 2020, recommended approval of this Development Agreement;

WHEREAS, the City Council held a noticed public hearing on the Agreement and this Ordinance, and considered all staff reports, presentation, public testimony, comments, Planning Commission recommendations, and other evidence presented in connection with this matter; and

WHEREAS, prior to the adoption of this Ordinance, the City Council has by resolution approved and adopted a Negative Declaration for the Project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES
ORDAIN AS FOLLOWS:**

SECTION 1. RECITALS. Based on the staff reports, presentations, public testimony, comments, Planning Commission recommendations, and other evidence presented at the duly noticed public hearing in this matter, the City Council finds and declares that the Recitals set forth above are true and correct, and therefore the City Council adopts and incorporates such as a material part hereof, and further, and based upon such evidence, the City Council makes the additional findings set forth in this Ordinance.

SECTION 2. GENERAL PLAN. The City Council hereby finds that this Development Agreement does not conflict with the goals, policies and implementation measures set forth in the General Plan. This Development Agreement is consistent with the City's General Plan in that it achieves the goal of formulating a plan that is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting, sufficient areas for reasonable development. This Development Agreement is further consistent with the policies that commercial development in the City be sited in appropriate locations according to need and that the City should contain ample commercial facilities to meet the needs of its residents and as well as provide taxable revenues to the City.

SECTION 3. DEVELOPMENT AGREEMENT. The City Council hereby approves the Development Agreement and the City Manager is hereby authorized and directed to execute it on behalf of the City along with all any ancillary documents reasonably necessary to effectuate the intent of this Resolution. The City Clerk is hereby authorized and directed to cause this Development Agreement to be recorded with the County Recorder's Office for the County of Los Angeles.

SECTION 4. CEQA. Based on the whole record, including the Initial Study, the Negative Declaration, staff's report, and public comment, the City Council hereby adopts the Negative Declaration and finds that there is no substantial evidence that the Project will have a significant effect on the environment. The City Council further finds that the Negative Declaration reflects the City Council's independent judgment and analysis of the City Council of the City of Montebello.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional 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 hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. The City Clerk shall certify to the passage and adoption of this ordinance and cause it to be posted as required by law. This ordinance shall become effective thirty (30) days after its adoption following the second reading of the ordinance.

[Signatures on the following page]

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Pole cover design:

6' wide x 5' deep Aluminum fabricated pole cover with Aluminum 1.5" x 1.5" x 3/16" internal framing and .100 aluminum outer surface skin.

Main section of pole cover to have textured finish painted Becker Blue (Dunn Edwards "Fountain City" #De5723), and Light gray (Dunn Edwards 'Glen Falls' #DE6332). 8" wide x 2" deep vertical accent to be silver metallic.

City of Montebello logo on 2 sides to be 6' diameter. 1/8" thick plate aluminum with digital print graphic applied to front.

City of **Montebello**

26" tall Montebello letters and 14" tall "City of" letters to be 1/8" thick plate aluminum with satin black finish. Stud mounted flush to white metal apron.

Pole cover welded to pipe support.

75'



City of **Montebello**



6' city logo

ADDRESS 7653 Telegraph Rd. Montebello, CA
DATE 7-14-20
DRAWING NUMBER Becker 7-14-20



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Authorization to Issue a Request-for-Proposal to Solicit Grant Writing Services for Funding Multiple Fire Department Projects**

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize City Staff to issue a Request-for-Proposal (RFP) for Grant Writing Services.
- 2) Take such additional, related, action that may be desirable.

BACKGROUND

On June 24, 2020, the City Council ("City Council") of the City of Montebello ("City") approved the Fiscal Year (FY) 2020-21 Budget. The Montebello Fire Department ("Department") allocated \$65,000 to obtain Grant Writing Services to support the Department's future projects. The Department is addressing its sustainability strategies as a vital mechanism to its future growth and ability to be prepared for future challenges. These strategies will transform fire services and increase the Department's ability to be competitive in seeking additional funding that will support the Department's ability to provide better support the community.

The Department will be seeking local, County, State and Federal grant funding to improve service delivery, address service gaps, implement the needs of the Fire service programs, and community services. The Department often seeks funding that relates to pre- and post-emergency or disaster related projects, to support critical recovery initiatives, innovative research, novel Coronavirus ("COVID-19") response, housing initiatives, homeless services, and many other programs.

AUTHORIZATION TO ISSUE A REQUEST-FOR-PROPOSAL TO SOLICIT GRANT WRITING SERVICES FOR FUNDING MULTIPLE FIRE DEPARTMENT PROJECTS

Page 2 of 3

Grant funding is available in various identified areas of need: Cybersecurity, Training, fire equipment, technology, staffing (engagement and recruitment), Emergency Medical Services (EMS), fire hazards, fire prevention (Personal Protective Equipment (PPE), Specialized Firefighting Equipment, Mitigation and Fuels Reduction, Fire Prevention Education and Planning, Community Outreach and Preparedness, facility maintenance, self-care and wellness, and first responder communications.

Grant Funds for the Department will support other areas such as Montebello's General Plan Safety Element, the City's "Plan to Prevent and Combat Homelessness (2018 - 2021), Public Safety Plans and Housing Initiatives. The grants can be utilized to improve current facilities, emergency services and overall fire response services and programs. Additionally, the Explorer, Auxiliary and Reserve Youth Training Program, can be leveraged by seeking additional funds to help improve recruitment, training and support the ongoing functioning of the program.

Having a dedicated grant writer will improve the ability in pursuing Federal funding, such as the Staffing for Adequate Fire and Emergency Response (SAFER) grant. This grant opportunity was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The U.S. Department of Homeland Security has funding to address Fire Hazards (Wildfire, Residential Fires, Industrial Fires, and Commercial Fires) due to the increasing wildfire risk. A dedicated grant writer will also help explore potential funding through the U.S. Fire Administration, Department of Health Services (DHS), Substance Abuse and Mental Health Administration (SAMHSA), Centers of Disease Control (CDC), Office of Emergency Communications (OEC) and other governmental agencies.

A third-party grant writing consult will help the City take advantage of the many opportunities to enhance, expand and implement innovative fire services and other programs through the various grants available in any given year. Having a grant writing service that is dedicated to the Department will provide specialized assistance and ensure the grant submittals are competitive.

The Request for Proposal (RFP) schedule is tentatively projected for:

Date of Solicitation:	September 10, 2020
Mandatory Pre-Proposal Meeting:	September 17, 2020
Submittal Due Date:	September 30, 2020
Anticipated Award Date:	October 19, 2020

AUTHORIZATION TO ISSUE A REQUEST-FOR-PROPOSAL TO SOLICIT GRANT WRITING SERVICES FOR FUNDING MULTIPLE FIRE DEPARTMENT PROJECTS

Page 3 of 3

Anticipated Commencement Date: October 31, 2020

If authorized, staff will issue a Request-for-Proposals (RFP) (in a form and content to be reviewed and approved by the City Attorney's Office) and pricing for grant writing and projects as needed. After the Request-for-Proposals and pricing have been received and a consultant is chosen, staff will return for City Council approval of a professional services contract.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

The solicitation of the RFP for these services poses no additional fiscal impact on the adopted budget, as this item was approved for \$65,000 in FY 2020-21.

SUMMARY

It is being requested that the City Council authorize Staff to generate and issue an RFP (in a form and content to be reviewed and approved by the City Attorney's Office) to solicit grant writing services, as this will allow an opportunity to pursue several forthcoming grant opportunities for the Department. The proposed timeline for completing this RFP and commencing a new agreement for these services is October 31, 2020.

ATTACHMENT(S):

None

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Nicholas Razo, Director of Human Resources & Information Technology
Michael Solorza, Director of Finance

SUBJECT: Approve a Comprehensive Executive Management Compensation and Fringe Benefits Resolution

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council approve a Resolution (Attachment 1) providing for an updated, comprehensive Executive Management compensation and fringe benefits plan.

BACKGROUND

The City of Montebello has an Executive Management group comprised of the Assistant City Manager, Department Directors, Police Chief and Fire Chief. The nine positions are responsible for managing all aspects of a full-service city organization with operating and capital expenditures of more than \$180 million annually and over 500 full and part-time employees. The complex organization that is the City of Montebello depends on the experience, knowledge and skills of the Executive Management team – individually and collectively – to provide effective leadership and strategic management.

In an effort to retain and attract the most qualified and dedicated Executive Management team, a comprehensive review of compensation and fringe benefits was conducted. Currently, these aspects of total compensation are handled on an individual basis, with the Assistant City Manager and each Director or Chief having his/her own employment contract. This approach has led to an uneven approach to compensation and benefits across all positions. In addition, the lack of a strategic approach has created certain external and internal inequities in pay.

A survey of eight surrounding cities in Los Angeles County with similar organizational structure was conducted, reviewing annual salary and benefits (i.e., Alhambra, Downey, Monterey Park, etc.). Salary ranges have been re-calibrated after analyzing the surveyed cities, reviewing the size and complexity of each department in Montebello, and adjusting for any issues of compaction or related internal equity. Fringe benefits such as technology and vehicle allowances, educational attainment, leave types and

APPROVE A COMPREHENSIVE EXECUTIVE MANAGEMENT COMPENSATION AND FRINGE BENEFITS RESOLUTION

Page 2 of 3

accruals, severance, City paid holidays, and etc. have also been updated and equalized across the Executive Management group.

The Resolution also includes specific “carve outs” for the current Fire and Police Chiefs. Each of the incumbents has retained specific benefits enumerated in their current employment contracts that they earned over their long careers with the City of Montebello. These various benefits are specific to public safety, and each incumbent earned the benefits while progressing through the ranks of each department.

For example, there are fringe benefits that Police Captains or Fire Battalion Chiefs receive which the current public safety Chiefs have retained and currently are entitled to per their latest employment contracts. This Resolution provides for the retention of these benefits, but also makes it clear that it is only for the current incumbents. Successor public safety Chiefs will only be entitled to the benefits and compensation listed in the Resolution, or as negotiated.

Having a comprehensive compensation and fringe benefits resolution that standardizes items across the Executive Management team creates administrative efficiency, improves internal equity, and provides a total compensation package that will help retain and attract the most qualified and dedicated Directors and public safety Chiefs.

In addition to standardizing such items as technology and auto allowances, severance pay, longevity pay, and health, life and related benefits, the Resolution creates separate vacation and sick leave banks. The Resolution also continues the practice of each Classic Executive Management employee paying their full share of the employee portion of retirement (i.e., 8% for non-safety and 9% for safety). As required by State law (AB340), PEPRA members continue paying their full share of the normal cost of retirement (i.e., 6.50%).

It should also be noted that, with the last round of approved Memorandum of Understanding (MOU) with all of the City’s labor groups, the Executive Management team did not receive any salary adjustments. All other employees received salary increases to offset the payment by employees of their full share of PERS retirement (i.e., 8% or 9% employee share). Executive Management employees pay the full share of PERS retirement, but did not receive a similar salary increase offset.

FISCAL IMPACTS

Executive Management employees currently receive certain fringe benefits that are also included in the proposed, updated Resolution. For example, an auto allowance is provided currently, as well as insurance “cash out” pay for those who qualify. There are other benefits which are being added such as educational incentive and technology

APPROVE A COMPREHENSIVE EXECUTIVE MANAGEMENT COMPENSATION AND FRINGE BENEFITS RESOLUTION

Page 3 of 3

allowance. Based on the survey of comparable, surrounding cities, salary ranges are being adjusted as well to reflect market rates.

The estimated cost of the proposed changes to compensation and fringe benefits for the remainder of Fiscal Year 2020-21 (i.e., 9 months) is approximately \$150,000. This includes salary adjustments as well as additional, new fringe benefits. A full fiscal year estimate of increased costs is approximately \$184,000 (12 months vs. 9 months).

The current fiscal year budget has adequate capacity to assume the additional costs related to approval of the updated compensation and fringe benefits Resolution. There will be salary savings in the current fiscal year based on planned and unanticipated vacancies. The recently approved 2-year service credit benefit will provide additional salary and benefit savings across the organization beyond that from natural attrition.

Staff will use the remaining months in FY 2020-21 to update salary and benefit projections as well as revenue forecasts. The updated information will be utilized in planning the FY 2021-22 budget. If approved, the anticipated full fiscal year cost of the updated Resolution will be planned and budgeted.

ATTACHMENT(S):

Attachment A: Resolution Approving Comprehensive Compensation and Fringe Benefits Schedule for Executive Management (Exhibit A)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, PROVIDING FOR A SALARY SCHEDULE, FRINGE BENEFITS AND RELATED COMPENSATION FOR EXECUTIVE MANAGEMENT EMPLOYEES OF THE CITY OF MONTEBELLO

WHEREAS, City Council has set forth various fringe benefits and related compensation for Executive Management Employees of the City on an individual, contract basis; and

WHEREAS, it is desirous to implement a standardized salary schedule, fringe benefits and special compensation resolution into a single document for the purpose of efficiency and improved management of benefits and compensation considerations; and

WHEREAS, the City Council has expressed a desire to attract and retain qualified and tenured Executive management staff and have recognized the need to improve salary and benefits for Executive Management Employees, that are consistent and competitive with cities in the region and have included those changes in this resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTBELLO, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. PURPOSE

The purpose of this resolution is to consolidate and standardize the presentation of salary schedules, fringe benefits and special compensation information by incorporating previously approved, individual Executive Management contracts into a single document. By adopting this Resolution, it is the City Council's intent that all previous contracts with individual Executive Management employees be superseded with the exception of the Fire Chief and Police Chief.

SECTION 1.1 PURPOSE - FIRE CHIEF AND POLICE CHIEF "CARVE OUT"

Fringe benefits and working conditions contained herein apply to Fire Chief and Police Chief, except where such fringe benefits and working conditions are inconsistent with the terms of their current employment agreements. The current incumbent Fire Chief and Police Chief – Fernando Pelaez and Brad Keller – will retain any benefits enumerated in their current employment contracts that are not so enumerated in this Resolution. Successor Fire Chief and Police Chief employees will be entitled to additional benefits not included in this or successor resolutions as may be negotiated and provided for in an amendment or side letter to his and/or successor resolutions.

SECTION 1.2 PURPOSE - AT WILL

Persons employed in a classification listed in Exhibit A are “at-will” employees and serve at the pleasure of the City Manager. See Section 19, “Severance” for additional information.

SECTION 2. DEFINITIONS

As used herein, the following terms shall have the following meanings:

“Classic” employees refer to all existing CalPERS members as of December 31, 2012 that will retain the existing benefit levels for future service with the same employer.

“Classification” shall mean a group of positions having sufficiently similar duties, responsibilities, and qualifications to be designated by the same descriptive title, and as to which the same salary range may be made to apply with equity.

“Employee” shall mean a full-time budgeted at-will Executive Management employee of the City of Montebello.

“Employment Date” shall mean the period of continuous full-time employment from and after such employment date shall be used in computing sick leave and vacation and shall be the starting point for determining salary step increases.

“Executive Management Employee” shall mean an unrepresented, at-will, management employee who is the Assistant City Manager or head (Director) of a City Department and others as specified in this resolution. Employees who are in the classifications as listed in Exhibit A to this resolution shall be considered Executive Management. Additional Classifications which are added or amended over time shall be considered Executive Management Employees.

SECTION 3. COMPENSATION

- a) The salary schedules for Classifications covered by this resolution are set forth in Exhibit A and incorporated herein. Effective the first full pay period of January, 2021, the salary schedule for all Executive Management Employees shall be increased by three percent (3.0%).
- b) Effective the first full pay period in July, 2021, the salary schedule for all Executive Management Employees shall be increased by two and one-half percent (2.5%).
- c) Effective the first full pay period in July, 2022, the salary schedule for all Executive Management Employees shall be increased by two and one-half percent (2.5%).

- d) Should other employee groups receive salary adjustments during the effective term of this resolution, then the Executive Management employees shall also receive the average of the adjustments across all groups at the time they become effective, in addition to the adjustments listed in a), b) and c).
- e) Executive Management Employees shall be eligible for an annual, non base-pay building, non-PERSable merit based incentive pay stipend. Depending on performance, and under the sole discretion of the City Manager, eligible Executive Management employees could receive up to two thousand five hundred (\$2,500.00) dollars. This annual incentive pay stipend, if provided, would be paid the first full pay period in January of each year for which the employee qualifies.
- f) Executive Management members will be eligible for a Step increase annually on their work anniversary; where work anniversary for this purpose is defined as the date the incumbent assumed their position in a classification listed on Exhibit A.
- g) City Manager may appoint at any step in the range based on Executive Management employee skills, experience, knowledge and/or combination of abilities.
- h) It is understood a "Classification and Compensation" study will be conducted in Fiscal Year 2020-21. The Executive Management classifications will be included in this study.
- i) This resolution and all sections within it shall be effective from the date of City Council approval through June 30, 2023.

SECTION 4. RETIREMENT

- a) EMPLOYEES HIRED BEFORE JANUARY 1, 2013 OR EMPLOYEES HIRED AFTER JANUARY 1, 2013 AND CONSIDERED TO BE A "CLASSIC" EMPLOYEE

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. Miscellaneous Employees – 2.7% @ 55 retirement formula (Government Code §21354);
2. Single highest year final compensation (Government Code §20042);

3. Post Retirement Survivor Allowance (Government Code §21624/21626);
4. Credit for Unused Sick Leave (Government Code §20965);
5. Pre-Retirement Option 2W Death Benefit (Government Code §21548);
6. Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code §21635);
7. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code §21354);
8. 2% Annual Cost-of-Living Allowance increase (Government Code §21329);
9. \$500 Retired Death benefit (Government Code §21620);
10. Prior Service (Government Code §20055);
11. Supplemental Social Security Administration (SSA) Coordination;
12. Executive Management Employees shall contribute the full share of the employee's normal member contribution as defined by applicable Government Code for Safety and Miscellaneous employees.

b) NEW CALPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013 ALSO CALLED PEPRA NEW MEMBERS

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. Miscellaneous Employees - 2.0% @ 62 retirement formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);
3. New Members shall contribute at least 50% of the total normal cost rate as defined by CalPERS or the current rate of similarly situated employees, whichever is greater.
4. All of the benefits listed above in Section a) from number 3 to number 12.

SECTION 5. HEALTH AND RELATED BENEFITS

a) HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

b) HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

c) DENTAL PLAN

The City shall provide dental insurance coverage to active employees and retirees and/or eligible dependents. The dental plan offered to retirees will be the same plan offered to active employees. The City shall pay the entire premium on behalf of the employee/retiree and eligible dependents if applicable.

d) VISION PLAN

The City shall provide vision coverage to active employees and retirees and/or eligible dependents. The vision plan offered to retirees will be the same plan offered to active employees. The City shall pay the entire premium on behalf of the employee/retiree and eligible dependents if applicable.

e) SOCIAL SECURITY

The City deducts from each employee's paycheck an amount as determined by law for the Federal Insurance Contributions Act (Social Security). In addition, the City contributes an additional amount at least equal to the employee's contribution.

f) RETIREE MEDICAL

The City shall, within a reasonable period of time after adoption of this resolution, but no later than July 1, 2021, establish a Retiree Health Savings Account or other similar, allowable retiree medical health savings account for Executive Management employees. The Employee may contribute up to two percent (2.0%) of their salary to the Retiree Health Savings Account and the City shall match the percentage contributed. Nothing in this section shall prevent the employee, if allowed, from contributing additional funds to the retiree medical

health savings account. However, the City shall only be entitled to match contributions up to two percent (2.0%).

g) EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City pays 100% of the monthly premium for Executive Management Employees and eligible household member for EAP. Service is available 24 hrs. a day, year round. Free confidential brief counseling sessions and referral service is designed to assist employees and household members resolve personal matters that may impact your work or home life.

SECTION 6. LONGEVITY STIPEND:

An annual, flat dollar stipend will be provided to Executive Management employees based on the number of years of employment with the City of Montebello, as outlined below. The stipend will be provided during the pay period immediately following the employee's anniversary date. The anniversary date as used here will coincide with the Executive Management employee's hire date as a full-time employee with the City of Montebello:

3 – 5 Years:	\$500
6 – 10 Years:	\$1,000
11 – 15 Years:	\$2,000
16 or more Years:	\$5,000

SECTION 7. DEFERRED COMPENSATION PROGRAM:

1. The City shall, within a reasonable period of time after adoption of this resolution, establish a 401(a) or similar deferred compensation plan for Executive Management employees.
2. The program established under Number 1 above is in addition to the already established 457 deferred compensation plan and would be in addition to, and not replace, the existing 457 deferred compensation plan.
3. Compliance with State and Federal Regulations – If any of these provisions conflict with any State or Federal statutes or regulations, the State and Federal statutes and regulations shall take precedence and shall be complied with.

SECTION 8. LIFE INSURANCE

- a) Executive Management employees shall be provided a Group Basic Life and Accidental Death & Dismemberment Insurance policy in an amount equal to their annual salary up to \$150,000.

- b) A voluntary employee-paid Life insurance policy shall be offered to Executive Management Employees. Employees may purchase an amount of insurance up to \$300,000 in multiples of \$10,000. Employees may cover their spouse up to \$300,000 in multiples of \$10,000. Amounts of insurance for dependent children are \$2,000, \$5,000 or \$10,000.

SECTION 9. SHORT AND LONG TERM DISABILITY INSURANCE

The City shall provide Executive Management employees with Group Short Term and Long Term Disability Insurance. If an Employee becomes disabled, the City paid coverage will pay the Employee a percentage of their basic monthly earnings, subject to a maximum amount and waiting period required: 29 days for short term disability and 180 days for long term disability.

SECTION 10. PHYSICAL EXAMINATIONS

Executive Management Employees shall annually receive a City-paid comprehensive physical medical examination from Scripps Center for Executive Health, or comparable service provider as authorized by the City Manager. The City shall pay the cost of the "Whole Person Examination" and shall cover the cost of lodging for one night on a reimbursement basis upon presentation of appropriate document and receipts.

SECTION 11. VACATION, SICK AND MANAGEMENT LEAVES

a) Vacation Leave.

1. Vacation Accrual - Executive Management Employees shall accrue vacation according to the following schedule:

<u>Continuous Years of Services</u>	<u>Vacation Hours Earned*</u>
0 – 4 years	7.4615
5 – 14 years	9.0000
15+ years	10.5385

*Bi-weekly accrual amount

2. The City Manager may authorize leave accrual upon hire/appointment based on the incumbent's total, prior years of service with other public agencies.

b) Sick Leave

Executive Management Employees shall earn eight (8) hours sick leave per month for each full month of continuous service with the City.

c) Administrative Leave

Executive Management Employees shall be provided eighty (80) hours of Administrative Leave per fiscal year. Such leave time does not accumulate. Any unused hours left remaining by the second pay period in July of each year will be paid out to the employee.

SECTION 12. BEREAVEMENT LEAVE

Refer to City of Montebello Personnel Policies and Procedures, Bereavement Leave Policy for specific terms and policy.

SECTION 13. EDUCATIONAL INCENTIVE

Executive Management employees will receive an annual education incentive based on the highest completed degree:

- Bachelor's Degree: \$200.00 per month
- Master's or Doctoral Degree: \$400.00 per month

The incentive is based on the highest degree completed and is not combined.

SECTION 14. WORKERS' COMPENSATION

Refer to City of Montebello Personnel Policies and Procedures, Workers' Compensation Policy for specific terms and policy.

SECTION 15. JURY LEAVE/WITNESS LEAVE

Refer to City of Montebello Personnel Policies and Procedures, Jury/Witness Policy for specific terms and policy.

SECTION 16. MILITARY LEAVE

Refer to City of Montebello Personnel Policies and Procedures, Leave of Absence Policy for specific terms and policy.

SECTION 17. LEAVE DEDUCTIONS

Executive Management Employees shall not be deducted leave time (either sick, vacation, flexible, or administrative leave as appropriate) for absences from work for periods of less than two hours. Under extenuating circumstances, the City Manager shall have the authority to approve absences up to four hours without requiring a charge against an employee's leave bank.

SECTION 18. HOLIDAYS

Executive Management Employees shall be provided with the following City paid holidays with pay subject to the provisions of the City's established and adopted holiday observance resolution.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents Day (2 nd Monday in Feb)	Thanksgiving Day
	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

This list may be modified by the City Council and will apply to Executive Management employees. The actual calendar date on which the above listed holidays will be observed are memorialized in Exhibit B to this resolution.

SECTION 19. SEVERANCE PAY

- a) An Executive Management Employee whose position is abolished or vacated by a reduction in work load or lack of funds, or by mutual consent for convenience by the City Manager, or who is involuntarily removed from their position out of convenience will receive, upon termination, severance pay. Severance pay as authorized by the City Manager, shall be provided as follows:
- Upon hire – 6 months service: determined by City Manager, but not to exceed 6 months
 - 7 months – 36 months service: 6 months severance
 - 37 months and greater service: 12 months severance
- b) For Executive Management employees removed from their position per a) above, those eligible to receive six (6) months or greater severance shall have three (3) months of severance paid in regular, bi-weekly installments coinciding with the City's usual payroll. At the end of three (3) months, any remaining severance due shall be paid in a single, lump-sum payment.
- c) The Executive Management employee can only be terminated by a permanent City Manager. That is, an individual serving in the role as "Acting" or "Interim" or is serving in any capacity other than a permanently appointed City Manager shall not have the authority to terminate the Executive Management Employee.

- d) If the Executive Management Employee is terminated within sixty (60) days prior to or following any City Council election, the employee shall be entitled to additional severance pay of three (3) months in addition to the severance pay described in Section 19.a) above. Such severance pay described in this section shall be paid in a single, lump-sum payment
- e) The displaced Employee shall also receive paid health/dental and vision insurance (at the Employee's current coverage) or shall continue to receive the amount of the Health Insurance Cash-Out described in Section 5.b the displaced Employee was receiving at the time of separation. The amount of paid health/dental/vision insurance coverage or Health Insurance Cash Out shall be equal to the length of the severance pay that was granted under paragraph a) of this section.
- f) In consideration of receipt of the severance pay and benefits described in this section, the terminated Executive Management Employee will be required to sign a separation agreement provided by the City Attorney.

SECTION 20 TECHNOLOGY STIPEND

Executive Management employees shall receive a monthly technology stipend of one hundred and fifty (\$150.00) dollars only if the employee does not accept a City provided cellular phone.

In addition, employees will be eligible for reimbursement of home office supplies up to two hundred and fifty dollars (\$250.00) per fiscal year.

SECTION 21 AUTO ALLOWANCE

Executive Management employees shall receive a monthly auto allowance of four hundred and fifty (\$450.00) dollars in-lieu of a City-provided vehicle.

SECTION 22 EDUCATIONAL REIMBURSEMENT

Executive Management employees shall be eligible for reimbursement of educational expenditures up to three thousand (\$3,000.00) dollars per fiscal year. The courses must be in an area of study that would directly benefit the Executive Management employee and/or the City in carrying out and otherwise performing their duties as Director of a department. All courses for which the employee will seek reimbursement must be pre-approved by the City Manager.

SECTION 23 PRIOR RESOLUTIONS

This Resolution shall consolidate past fringe benefit resolutions and individual contracts adopted concerning Executive Management Employees into a single source reference enabling better management and administration of employment benefits for affected Employees. The adoption of this Resolution supersedes all prior resolutions and individual employee contracts, with the exception of any specific fringe benefits that accrue to the current, incumbent Fire Chief and Police Chief granted by their current employment contracts in effect at the time of the approval of this Resolution.

SECTION 24 AMENDMENTS

Any modifications or amendments to the terms of this Resolution shall be implemented by a City Council approved Resolution directing inclusion of the modification or amendment as part of this Resolution.

SECTION 25 The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of September, 2020.

Salvador Melendez, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman. City Attorney

Executive Management Salary Ranges (Monthly)
September 9, 2020 - June 30, 2023

EXHIBIT A

SEPTEMBER, 2020

MONTHLY

	A	B	C	D	E	F
Assistant City Manager	14,689	15,423	16,194	17,004	17,854	18,750
Police Chief	14,036	14,738	15,475	16,248	17,061	17,917
Fire Chief	13,710	14,395	15,115	15,870	16,664	17,500
Director of Public Works/City Engineer	12,730	13,367	14,035	14,737	15,474	16,250
Director of Finance	12,534	13,161	13,819	14,510	15,236	16,000
Director of Human Resources - Information Technology	12,534	13,161	13,819	14,510	15,236	16,000
Director of Transit	12,273	12,887	13,531	14,208	14,918	15,667
Director of Community Development	12,143	12,750	13,387	14,057	14,760	15,500
Director of Parks and Recreation	11,751	12,339	12,955	13,603	14,283	15,000

JANUARY, 2021, +3.0%

MONTHLY

	A	B	C	D	E	F
Assistant City Manager	15,129	15,886	16,680	17,514	18,390	19,313
Police Chief	14,457	15,180	15,939	16,736	17,573	18,454
Fire Chief	14,121	14,827	15,568	16,347	17,164	18,025
Director of Public Works/City Engineer	13,112	13,768	14,456	15,179	15,938	16,738
Director of Finance	12,910	13,556	14,234	14,945	15,693	16,480
Director of Human Resources - Information Technology	12,910	13,556	14,234	14,945	15,693	16,480
Director of Transit	12,641	13,274	13,937	14,634	15,366	16,137
Director of Community Development	12,507	13,132	13,789	14,478	15,202	15,965
Director of Parks and Recreation	12,104	12,709	13,344	14,011	14,712	15,450

JULY, 2021, +2.5%

MONTHLY

	A	B	C	D	E	F
Assistant City Manager	15,508	16,283	17,097	17,952	18,850	19,795
Police Chief	14,818	15,559	16,337	17,154	18,012	18,916
Fire Chief	14,474	15,197	15,957	16,755	17,593	18,476
Director of Public Works/City Engineer	13,440	14,112	14,818	15,558	16,336	17,156
Director of Finance	13,233	13,895	14,590	15,319	16,085	16,892
Director of Human Resources - Information Technology	13,233	13,895	14,590	15,319	16,085	16,892
Director of Transit	12,958	13,605	14,286	15,000	15,750	16,540
Director of Community Development	12,820	13,461	14,134	14,840	15,582	16,364
Director of Parks and Recreation	12,406	13,026	13,678	14,362	15,080	15,836

JULY, 2022, +2.5%

MONTHLY

	A	B	C	D	E	F
Assistant City Manager	15,895	16,690	17,525	18,401	19,321	20,290
Police Chief	15,189	15,948	16,746	17,583	18,462	19,388
Fire Chief	14,836	15,577	16,356	17,174	18,033	18,938
Director of Public Works/City Engineer	13,776	14,465	15,188	15,947	16,745	17,585
Director of Finance	13,564	14,242	14,954	15,702	16,487	17,314
Director of Human Resources - Information Technology	13,564	14,242	14,954	15,702	16,487	17,314
Director of Transit	13,281	13,946	14,643	15,375	16,144	16,954
Director of Community Development	13,140	13,797	14,487	15,211	15,972	16,773
Director of Parks and Recreation	12,716	13,352	14,020	14,721	15,457	16,232

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Approve a Professional Services Agreement with HdL Companies to Provide Tax and Fee Administration Services**

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council authorize the City Manager to approve a Professional Services Agreement with HdL Companies to provide Tax and Fee Administration Services.

BACKGROUND:

The City of Montebello Municipal Code (Title 5, Chapter 5.04 et al) states that “no person shall conduct any business in the city without having a license from the city ...”. This Municipal Code chapter is designed to “ensure that all businesses intending to operate in the City meet certain minimum zoning, fire, building and safety and other requirements prior to and during operation...” Staff from various departments – Finance, Community Development, Fire, Police, etc. –work together to ensure all businesses operating in Montebello have valid, current, active business licenses. Moreover, these departments must keep up with State and local law changes and ensure active businesses in the City abide by current regulations and statutes.

The City also receives over \$2.3 million annually in revenue from the issuance and renewal of business licenses and related permits. The annual license tax varies based on the type of business, with additional tax assessed based on gross receipts (Municipal Code Chapter 5.08 et al). The revenue received offsets staff and related costs associated with ensuring active businesses in Montebello meet minimum building and safety, planning, code and related regulations.

The City currently utilizes HdL Companies to provide on-line payment of business license taxes and fees. This service provides some assistance to local businesses when it comes to payment. However, the majority of the process – applications for new businesses as well as renewals – is still handled through hard copy applications. In addition, the City does not have a dedicated, pro-active enforcement program to ensure all legal, operating businesses have a license.

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES TO PROVIDE TAX AND FEE ADMINISTRATION SERVICES

Page 2 of 3

There is an opportunity to upgrade the current scope of service the City has with HdL Companies. This transition will provide greater ease of use for local businesses – new and existing – when applying for and/or renewing business licenses. A streamlined approach to the application process will help ensure new businesses open quickly as well as allow existing businesses to easily renew their licenses each year. The streamlined approach utilizing HdL's Tax and Fee Administration program will help ensure all legal businesses in Montebello are compliant with the Municipal Code as well as State regulations.

Social distancing and related restrictions in place due to the pandemic make this service extremely timely. With limited in-person access to City Hall personnel, providing local businesses the ability to conduct transactions virtually is another bonus of HdL's Tax and Fee Administration program.

HdL's proposal (Attachment 2) includes:

- **On-line Filing and Payment Processing:** all business license activities will be conducted on-line, providing for efficient and streamlined processing of all tasks, allowing for daily updates of applications and payments, further improving the experience for the local business
- **Business Support Center:** multiple options will be provided to local businesses for registering, renewing, paying and general information, with a toll-free number, on-line access 24/7, email, and fax as methods to communicate with HdL customer service specialists
- **Renewal Processing:** sending active business license accounts a renewal notice 45 days prior to expiration date
- **New Account Processing:** any new business license application will be processed and HdL will facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, etc.
- **Delinquent Account Processing:** the full administration program will help collect delinquent accounts through noticing and follow-up, including written notices and phone calls

HdL's technical capabilities will allow for the identification of all types of businesses that must be licensed, including those participating in the sharing economy such as short-term rentals, drive sharing services, etc. HdL possesses advanced data matching techniques in order to identify which business entities are complying with the City's Municipal Code and which require follow up.

HdL's Tax and Fee Administration proposal (Attachment 2) enumerates many other standard services such as compliance audits, easy document submission and efficient processing of related paperwork for businesses, personal customer support, coordination between departments (i.e., Community Development, Fire, etc.), and many

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES TO PROVIDE TAX AND FEE ADMINISTRATION SERVICES

Page 3 of 3

other tasks. The entire program provides an easy to utilize one-stop business license shop for new and existing businesses in Montebello – all of which can be done virtually, assisting businesses and City staff conduct transactions in a pandemic limited environment.

FISCAL IMPACTS:

Transitioning the City's contract with HdL to the full Tax and Fee Administration model would have an annual cost of approximately \$50,000. This amount is based on the estimated number of current active licenses in Montebello, at the \$15.00 per processed account fee amount. There is no "set up" fee for this service, and the City already utilizes HdL's web service, which should make the transition easier.

In addition, the compliance review conducted as part of this proposal typically generates an additional 10% - 25% in revenue in the first two years. Based on the Fiscal Year 2020-21 estimated business license revenue, a 10% increase would be \$230,000 in additional General Fund revenue. Subsequent years taper off, but a reasonable estimate of permanent, increased General Fund revenue due to improved identification of businesses and subsequent renewals is 8% (\$184,000).

SUMMARY:

It is recommended that the City Council authorize the City Manager to approve a Professional Services Agreement with HdL Companies to provide Tax and Fee Administration Services.

ATTACHMENTS:

Attachment A: Professional Services Agreement

Attachment B: HdL Tax and Fee Administration Proposal

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
Hinderliter de Llamas and Associates
(HdL)**

THIS AGREEMENT ("Agreement") is made and entered into on September 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and **Hinderliter de Llamas and Associates (HdL)** (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Tax and Fee Professional Services in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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 proposed Scope of Work 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. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide Tax & Fee Professional Services as 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. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence on September 1, 2020 ("Effective Date") and shall expire three (3) years from the Effective Date (August 31, 2023), unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product 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. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

Proprietary Information of Consultant. As used in this Section, the term "proprietary information" means any information that relates to Consultant's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any of Consultant's proprietary information in connection with this Agreement, or otherwise learned or obtained by City in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the Freedom of Information Act or the Public Records Request Act. Consultant shall retain ownership and rights to all proprietary information. The obligations imposed by this Section shall survive any expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR 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 CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR'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 Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR 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, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents,

and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office 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 CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, 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. CONTRACTOR 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 CONTRACTOR'S expense, the premium thereon.

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two 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 insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR 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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR 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 of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 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:

City of Montebello
ATTN: René Bobadilla, P.E., City Manager
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: rbobadilla@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR 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 CONTRACTOR. CONTRACTOR'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 CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

Section 25. COOPERATIVE AGREEMENT. Client acknowledges and agrees that any other public agency within the State (e.g., city, county, district, public authority, public agency, municipality or other political subdivision) may procure services that are substantially similar to any of the Services set forth in this Agreement, provided that such public agency executes a separate agreement with Consultant wherein the fees payable for the services rendered to such public agency are the responsibility of such public agency and not Client.

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Robert Gray, HdL
Chief Information Officer

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

**Exhibit “A”
Proposal**

See Attached

City of Montebello, CA

TAX & FEE ADMINISTRATION SERVICES

August 20, 2020

HdL  Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
George Bonnin
T: 714 879 5000
E: gbonnin@hdlcompanies.com

Dear Michael,

Thank you for the opportunity to present this proposal for HdL's Tax & Fee Administration Services. Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received.

This proposal is valid until October 15, 2020.

Should you have any questions, please contact me at 888.861.0220 or by email at gbonnin@hdlcompanies.com.

Tax & Fee Administration Fee Schedule

Service	Compensation
Business License Tax Operations Management	\$15.00 per processed account + CPI
Business License Tax Discovery	35% of all revenues collected
Business License Tax Audit	35% of all revenues collected
OPTIONAL	
Transient Occupancy Tax Operations Management (includes audits)	\$800.00 per year for each monthly filer + CPI \$700.00 per year for each quarterly filer +CPI
Business License Tax Ordinance/Fee Study	\$10,000.00 (Concurrent with Business License Operations Management Services)

General Scope of Services

Business License Tax Operations Management

HdL will transfer the City's existing databases as they relate to business license tax into HdL's internal administration tools. HdL will maintain the data and provide access to or copies of data or reports at the City's request. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in house for managing the business license registry.

Renewal Processing – Send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion. HdL will also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

Delinquent Account Processing – HdL will endeavor to collect delinquent accounts through a series of City approved processing methods. This will include at minimum two follow up delinquent notice and up to two telephone calls. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City approved processes established in HdL's collections component of the Compliance Management Program.

On-Line Filing & Payment Processing – HdL registers a City approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With *HdL Flex File*, businesses can choose to file their new business registration as well as renew their license and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Payment Posting/Processing – HdL will process all payments received in an expedited manner. License accounts will be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. HdL's payment acceptance process accepts the following payment types:

- ✓ Check / Money Order /Cashier's Check
- ✓ E-Check
- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone

HdL currently utilizes multiple payment gateway providers for on-line payment acceptance. HdL will work with the City to determine which provider, rate structures, and card types meet the City's needs. HdL can also utilize the same provider and process used by the City's current on-line functionality.

Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via, e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

Business License Tax Discovery

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-

compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

Business License Tax Audits

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL

Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance, will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

OPTIONAL SERVICES

Business License Tax Ordinance and Fee Analysis

General Scope of Work

Current Tax Registry Analysis:

HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes

Fee Analysis and Comparative Study:

Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

Modified Tax Structure Options:

As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances". The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.

Transient Occupancy Tax Operations Management Services

General Scope of Work

HdL's transient occupancy tax administration service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day to day administration of the TOT revenue program. Continual monitoring of returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers. The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City is kept up to date, with 24x7 online access to HdL's client portal containing real time access to registration and filing data, and management reporting. HdL's TOT administration service incorporates all of the following:

Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.

Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new TOT registrations for Lodging Establishments that change hand or newly offered properties.

Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.

On-Line Filing & Payment Processing – With input from the City, HdL crafts a customized website and domain for the City's taxpayers to submit online forms, returns, and payments along with other customer support related items.

Compliance Monitoring & Lodging Provider Audits – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also provide cyclical compliance audits as mutually agreed to by the City and HdL, ensuring all providers are audited at least once every three years. The compliance audit process is described above in Option 1.

Reports – HdL's TOT administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City's requirements.

Progress Payments – HdL's TOT administration service is billed monthly based on activity completed during the prior month. If standalone audits are conducted, they are billed only upon completion of the audit.

Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses in

order to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

Annual Audit Plan – During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended audit schedule. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Approve Resolutions Allowing for the Non-Levy of Assessments in the Natasha Lane Sewer and Stormwater and Landscape Assessment Districts for Fiscal Year 2020-21**

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a Resolution confirming that Assessments for Natasha Lane sewer pump and stormwater assessment district 2005-2 will not be levied in Fiscal Year 2020-21; and,
- 2) Approve a Resolution confirming that Assessments for Natasha Lane landscape assessment district 2005-1 will not be levied in Fiscal Year 2020-21; and,
- 3) Take other actions as necessary to maintain the ability to make such assessments in Fiscal Year 2021-22 and subsequent fiscal years.

BACKGROUND

In 2005, assessment districts 2005-1 and 2005-2 were created for a residential development on Natasha Lane (located south of Whittier Boulevard, east of South Bluff Road and west of the Rio Hondo River). The assessment districts were created per Government Code Sections 53753, 54711 et al. The purpose of the assessment districts was to provide a continuous source of funding for the maintenance of a sewer and stormwater pump station and to maintain landscaping within the district.

An annual assessment is made on each property within the district, in an amount determined sufficient to provide for the maintenance of landscaping and the pump stations. The City works with the Los Angeles County Auditor-Controller to place the necessary assessments on the tax roll each year. The process involves two distinct City Council actions calling for and approving an Engineers Report as well as other related

**APPROVE RESOLUTIONS ALLOWING FOR THE NON-LEVY OF ASSESSMENTS
IN THE NATASHA LANE SEWER AND STORMWATER AND LANDSCAPE
ASSESSMENT DISTRICTS FOR FISCAL YEAR 2020-21**

Page 2 of 2

actions. The Engineers Report is required by Government Code and is the instrument that determines the proper assessment rate for the given fiscal year.

Development and approval of the Engineers Report and related resolutions are an annual process, typically conducted in June and July each year. For Fiscal Year 2020-21, Staff has determined it to be prudent to not levy the assessments as a more thorough review of the rates and existing fund balance available for maintenance is conducted. This review will allow Staff to return for FY 2021-22 with a more thorough and complete understanding of the needs of this assessment district and the annual funding needed for continued maintenance efforts.

While the assessment will not be made for FY 2020-21, maintenance efforts will continue. There is sufficient funding to provide consistent and reliable maintenance of the pump stations and landscaping. The non-levy of the assessment does not impair the City's ability or commitment to ensuring proper maintenance of all facilities on Natasha Lane continues.

FISCAL IMPACTS

The assessments for both districts (2005-1 and 2005-2) provide approximately \$24,000 in total annual revenue. Non-levy of the assessment for FY 2020-21 will obviously mean no revenue will be received. However, there is sufficient funding available to continue providing maintenance in both districts at current service levels and frequency. Staff intends to review the assessment rates and maintenance needs in the current fiscal year. The intention is to resume assessment in FY 2021-22.

SUMMARY

The City Council is being asked to approve resolutions allowing for the non-levy of Assessments in the Natasha Lane Sewer and Stormwater (2005-2) and Landscape Assessment Districts (2005-1) for Fiscal Year 2020-21.

ATTACHMENT(S):

- A. Resolution confirming assessment for Natasha Lane sewer and stormwater pump station will not be levied for Fiscal Year 2020-21
- B. Resolution confirming assessment for Natasha Lane landscape assessment district will not be levied for Fiscal Year 2020-21

ATTACHMENT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING THAT ASSESSMENT FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT WILL NOT BE LEVIED FOR FISCAL YEAR 2020-21

WHEREAS, since creation of the Assessment District, the City Council of the City of Montebello ("City Council") has adopted resolutions approving Preliminary and Final Engineer's Report, confirming Assessment Diagram for Assessment District No. 2005-2, and Annual Assessments for Natasha Lane Sewer and Storm Water Pump Station, concurrently declaring its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2019-20 (Resolution No. 18-54, Resolution No. 19-53 and Resolution No. 19-79) for the maintenance and operation of sewer and storm water pump stations, and any appurtenant improvements following duly noticed public hearing on the proposed levy and collection of assessments per California Government Code sections 53753 and 54711; and

WHEREAS, in an effort to review and analyze existing fund balance available for maintenance of the Assessment District, the City of Montebello ("City") has chosen not to finalize the required Final Engineer's Report, Assessment Diagram for Assessment District No. 2005-2, and the Annual Assessments for Natasha Lane Sewer and Storm Water Pump Stations for FY 2020-2021, and consequently the required public hearing has also been delayed; and

WHEREAS, the City's Final Engineer's Report, Assessment Diagram for Assessment District No. 2005-2, Annual Assessment for Natasha Lane Sewer and Storm Water Pump Stations, and City Council resolutions authorizing the levy and collection of the assessments per Government Code sections 53753 and 54711 are due each year to the County of Los Angeles ("County") Auditor-Controller's office by August 10th; and

WHEREAS, late submission of the City's Final Engineer's Report, Assessment Diagram, Annual Assessment and City Council resolutions authorizing the levy and collection of assessments per Government Code sections 53753 and 54711 to the County's Auditor-Controller's office does not guarantee the placement of the direct assessment on the tax roll; and

WHEREAS, pursuant to Resolutions No. 18-54, No. 19-53, and No. 19-79 assessments on Assessment District No. 2005-2 shall be levied as long as necessary to finance the cost of the improvements and the maintenance and servicing thereof; and

WHEREAS, because the City is unable to meet the requirements under sections 53753 and 54711 of the Government Code within the County's deadline, staff recommended that the City Council approve a Resolution confirming that Direct Assessment for Assessment District No. 2005-2 will not be levied for FY 2020-21, but resume for FY 2021-22 and annually thereafter as necessary to continue financing the cost of the improvements and maintenance and servicing thereof.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Recitals. The preceding recitals are true and correct and are incorporated herein by this reference..

SECTION 2. Findings.

(a) In order to comply with sections 53753 and 54711 of the Government Code, assessment on Assessment District No. 2005-02 will not be levied for FY 2020-21, but will resume for FY 2021-22 and annually thereafter as necessary to continue financing the cost of the improvements and maintenance and servicing thereof; and

(b) City staff will work with the County's Auditor-Controller's office to submit any and all necessary documentation, including this Resolution, confirming that the City will not levy a Direct Assessment on Assessment District No. 2005-02 for FY 2020-21, but resume FY 2021-22 and annually thereafter as necessary to continue financing the cost of the improvements and maintenance and servicing thereof.

ADOPTED AND APPROVED this ____th day of _____, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

ATTACHMENT B

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING THAT ASSESSMENT FOR NATASHA LANE LANDSCAPE ASSESSMENT FOR DISTRICT NO. 2005-1 AND ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT WILL NOT BE LEVIED FOR FISCAL YEAR 2020-21

WHEREAS, since creation of the Assessment District, the City Council of the City of Montebello ("City Council") has adopted resolutions approving Preliminary and confirming Final Engineer's Report, Assessment Diagram for Assessment District No. 2005-1, and Annual Assessments for Natasha Lane Landscape Assessment, concurrently declaring its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2019-20 (Resolution No. 19-52 and Resolution No. 19-78) for the operation, maintenance and servicing of the landscaping, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, in an effort to review and analyze existing fund balance available for maintenance of the Assessment District, the City of Montebello ("City") has chosen not to finalize the required Final Engineer's Report, Assessment Diagram for Assessment District No. 2005-1, and the Assessments for Natasha Lane Landscape Improvements, and consequently the required public hearing under California Government Code Section 53753 has also been delayed; and

WHEREAS, the City's Final Engineer's Report, Assessment Diagram for Assessment District No. 2005-1, Assessment for Natasha Lane Landscape Improvements, and City Council resolutions authorizing the levy and collection of the assessments per Sections 22594, 22645 and 22631 of the California Streets and Highways Code are due each year to the County of Los Angeles ("County") Auditor-Controller's office by August 10th; and

WHEREAS, late submission of the City's Final Engineer's Report, Assessment Diagram, Assessment, and City Council resolutions authorizing the levy and collection of assessments per Sections 22594, 22645 and 22631 of the California Streets and Highways Code and public hearing requirements under Section 53753 of the California Government Code to the County's Auditor-Controller's office does not guarantee the placement of the direct assessment on the tax roll; and

WHEREAS, pursuant to Resolutions No. 19-52, and No. 19-78 assessments on Assessment District No. 2005-1 shall be levied as long as necessary to finance the cost of the Improvements; and

WHEREAS, because the City is unable to meet the requirements under Sections 22594, 22645 and 22631 of the California Streets and Highways Code and Section 53753 of the Government Code within the County's deadline, staff recommended that the City Council approve a Resolution confirming that Direct Assessment for Assessment District No.2005-1 will not be levied for FY 2020-21, but resume for FY 2021-22 and annually thereafter as necessary to continue financing the cost of the Improvements.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Findings.

(a) In order to comply with Sections 22594, 22645 and 22631 of the Streets and Highways Code, and Section 53753 of the Government Code, assessment on Assessment District No. 2005-01 will not be levied for FY 2020-21, but will resume for FY 2021-22 and annually thereafter as necessary to continue financing the cost of the improvements and maintenance and servicing thereof; and

(b) City staff will work with the County's Auditor-Controller's office to submit any and all necessary documentation, including this Resolution, confirming that the City will not levy a Direct Assessment on Assessment District No. 2005-01 for FY 2020-21, but resume FY 2021-22 and annually thereafter as necessary to continue financing the cost of the improvements and maintenance and servicing thereof.

ADOPTED AND APPROVED this ____th day of _____, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Award a Professional Services Contract for Citywide Landscape Maintenance (RFP 20-15)**

DATE: September 9, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Complete Landscape Care, Inc. (Complete Landscape) in an amount not-to-exceed \$274,200 annually for the initial year of a three-year (3-year) term for Citywide Landscape Maintenance; and
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

BACKGROUND

On January 28, 2019, the City of Montebello ("City") issued a Request for Proposals (RFP) No. 19-14 ("RFP 19-14") for Citywide Landscape Maintenance and received eleven (11) proposals in response. On March 27, 2019, City Council awarded a one-year (1-year) contract to North Star Landscape with the option of up to two (2) additional one-year (1-year) extensions. Since the award of that contract, the City's landscaping needs have expanded. Therefore, staff recommended the issuance of RFP No. 20-15 ("RFP 20-15") at the June 24, 2020 City Council meeting to include the expansion of services, as well as all necessary areas and landscape locations.

On July 16, 2020 the City issued RFP 20-15, seeking a contractor to provide citywide landscape maintenance services. This includes furnishing all labor, tools, materials, appliances and equipment for landscape maintenance services requested by the City. Maintenance areas to be serviced are all exterior landscaping including lawn areas, planters, banks, flower beds, island median strips, and irrigation systems adjacent to City buildings and in and around City parking lots. The maintenance work described in RFP 20-15 will be performed as a continuous and constant program throughout the contract.

Award a Professional Services Contract for Citywide Landscape Maintenance (RFP 20-15)

Page 2 of 3

RFP 20-15 closed on August 17, 2020 and the City received six (6) responsive proposals. RFP 20-15 was advertised on the City website, Planet Bids and the Montebello Wave Newspaper.

ANALYSIS

An Evaluation Committee made up of Recreation and Community Services Department employees met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in RFP 20-15. On August 25, 2020, the Evaluation Committee interviewed the proposers via electronic meeting. A review of all proposals received has been completed.

The following six (6) proposers were ranked in accordance with the guidelines of RFP 20-15 and were evaluated based on their understanding of the scope of work, project approach, budget, proposed schedule, references, and other criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

- 1) Complete Landscape Care, Inc.
- 2) Greentech Landscape, Inc.
- 3) Mariposa Landscapes, Inc.
- 4) North Star Land Care
- 5) Far East Landscape and Maintenance, Inc.
- 6) Greenfield Landscaping & Maintenance

Based on the proposals submitted, the company with the best qualifications and experience that meets the needs of the City is Complete Landscape. The City will pay Complete Landscape an initial, annual not-to-exceed contract amount of \$274,200. The following is the three (3) year annual cost breakdown as proposed by Complete Landscape:

Year 1 -	\$274,200
Year 2 -	\$282,720
Year 3 -	\$296,640
Total 3 Year Amount -	\$853,560

FISCAL IMPACT

The total not-to-exceed annual cost for Citywide Landscape Maintenance is Two Hundred Seventy Four Thousand Two Hundred Dollars (\$274,200.00) for the first year of a three-year (3-year) term. The awarded contract will be managed by the Recreation and Community Services Department and funded within the Park Maintenance, Streets, Fire, and Transit Divisions. Due to the expansion of services, the cost of landscape maintenance will exceed the adopted Fiscal Year 2020-21 budget.

Award a Professional Services Contract for Citywide Landscape Maintenance (RFP 20-15)

Page 3 of 3

The FY 2020-21 contract amount (prior landscape company) was \$133,607, and the budget was developed using this amount. The expanded services of the new contract more than double the annual contract amount – necessary to provide the level of care needed to ensure properly maintained landscaping throughout the City. The majority of the contract expenses are General Fund (93%). The table below shows the distribution of the new contract costs by operating division/department:

Division	Amount
Parks Maintenance Division*	\$ 122,099
Streets Maintenance Division*	\$ 124,252
Fire Department*	\$ 8,569
Transit Department	\$ 14,996
Natasha Lane	\$ 4,285
	\$ 274,201
<i>*General Fund</i>	

The additional cost of the contract will be absorbed in FY 2020-21 with savings in Parks and Recreation, Public Works and Fire – with the majority of savings coming from vacant positions and/or lower staffing levels (part-time) necessary due to the pandemic. No budget amendment is needed for the current fiscal year. The FY 2021-22 budget will be built with the increased amount (Year 2 at \$282,720).

SUMMARY

On July 17, 2020 the City issued RFP 20-15 for Citywide Landscape Maintenance. The City Council will consider awarding a Professional Services Agreement, attached hereto in substantial form, to Complete Landscape Care, Inc. in the amount not-to-exceed Two Hundred Seventy Four Thousand and Two Hundred (\$274,200.00) for Citywide Landscape Maintenance and authorize the City Manager to execute an agreement on behalf of the City.

ATTACHMENT(S):

- A. ATTACHMENT A - Professional Services Agreement in Substantial Form
- B. ATTACHMENT B - Proof of Publication
- C. ATTACHMENT C - RFP 20-15

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
COMPLETE LANDSCAPE CARE, INC.

THIS AGREEMENT ("Agreement") is made and entered into on September 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Complete Landscape Care, Inc. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance and Services at various city-owned properties in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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 Citywide Landscape Maintenance (July 16, 2020) ("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. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the landscape maintenance services as 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. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

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

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

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product 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. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this

Agreement. CONTRACTOR 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 CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR'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 Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all

previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR 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, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the

amounts as set forth below:

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, 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. CONTRACTOR 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 CONTRACTOR'S expense, the premium thereon.

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two 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 insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR 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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees,

delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR 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 of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 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:

David Sosnowski, Director of Recreation and Community Services
Recreation and Community Services
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR 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 CONTRACTOR. CONTRACTOR'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 CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

LAURIE AGUILAR
CITY OF MONTEBELLO/CITY CLERK
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3382174

NOTICE INVITING PROPOSALS
FOR CITYWIDE LANDSCAPE MAINTENANCE

RFP NO. 20-15

COPY OF NOTICE

Notice Type: RFP REQUEST FOR PROPOSALS

Ad Description
RFP NO. 20-15

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

07/23/2020

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$530.00
Total	\$530.00

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 1:00 p.m. on Monday, August 17, 2020.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A **mandatory pre-proposal meeting** will be held at Acuria Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, July 29, 2020**. A brief tour of some of the job sites will be available to interested parties.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 et seq., the Project is a "public work". The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. Contractors shall provide their DIR Contractor Registration Number.

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR, or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15



U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to Laurie Aguilar, Management Analyst at laquilar@cityofmontebello.com.

THE DATE OF SOLICITATION: Thursday, July 16, 2020

PRE-PROPOSAL MEETING: Wednesday, July 29, 2020 @ 11:00 a.m. – Acuña Park

SUBMITTAL DUE DATE: Monday, August 17, 2020 @ 1:00 p.m.

BID OPENING: Monday, August 17, 2020 @ 2:00 p.m. at City Council Chambers
7/23/20

EWA-3382174#
MONTEBELLO NEWS



CITY OF MONTEBELLO

Request for Proposals

RFP No. 20-15

CITYWIDE LANDSCAPE MAINTENANCE

Release Date: July 16, 2020

Due Date: August 17, 2020 @ 1:00 p.m.

Proposal Opening: August 17, 2020 @ 2:00 p.m.

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a Landscape Maintenance agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

July 16, 2020

THE PROJECT:

Project Name: Citywide Landscape Maintenance
Location: Various

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted via e-mail to the following contact:

Name: Laurie Aguilar, Management Analyst
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887-1200 Ext. 374
Contact E-Mail: laguilar@cityofmontebello.com

FOR CITYWIDE LANDSCAPE MAINTENANCE

RFP No. 20-15

Table of Contents

<u>No.</u>		<u>Page</u>
I.	Notice Inviting Sealed Bids	4
II.	General Information/Specifications	6-18
III.	Job Site Locations/Specifications	19-30
IV.	Bid Sheets and Contractor Information	31-38
V.	Required Information and Submittal Format	39-41
VI.	Site Pictures and Aerial Maps	42-71
VII.	Bond Requirements	72-75
VII.	Exhibit "B" Sample Professional Services Agreement	76-84

NOTICE INVITING PROPOSALS
FOR CITYWIDE LANDSCAPE MAINTENANCE

RFP NO. 20-15

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 1:00 p.m. on Monday, August 17, 2020.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A mandatory pre-proposal meeting will be held at Acuña Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, July 29, 2020.** A brief tour of some of the job sites will be available to interested parties.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work.". The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. *Contractors shall provide their DIR Contractor Registration Number.*

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to Laurie Aguilar, Management Analyst at laguilar@cityofmontebello.com.

THE DATE OF SOLICITATION: Thursday, July 16, 2020

PRE-PROPOSAL MEETING: Wednesday, July 29, 2020 @ 11:00 a.m. – Acuña Park

SUBMITTAL DUE DATE: Monday, August 17, 2020 @ 1:00 p.m.

BID OPENING: Monday, August 17, 2020 @ 2:00 p.m. at City Council Chambers

II. GENERAL INFORMATION

PRE-PROPOSAL MEETING

A **mandatory pre-proposal meeting** will be held at Acuña Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, July 29, 2020.** An optional walk through will be conducted and any questions or comments will be addressed at that time. All interested bidders are invited; attendance for the meeting is mandatory for the proposal submittal purposes, but the walkthrough will provide bidders an opportunity to ask questions and visit project sites (the walkthrough or tour of sites is not mandatory). All questions or clarifications shall be submitted via email to Laurie Aguilar at Laguilar@cityofmontebello.com or via the planet bids vendor portal no later than 3:00 p.m. on Monday, August 3, 2020. The City will respond to all written questions by issuing a written addenda, if needed, no later than 5:00 p.m. on Monday, August 10, 2020.

SCOPE OF WORK

Contractor shall furnish all labor, supervision, methods of processes, implements, tools, machinery, safety equipment, traffic control, materials and proper licensing required perform either the weekly, monthly, quarterly or semi-annual landscape maintenance services as designated by this RFP.

LICENSE REQUIREMENT

Contractor shall possess a current/valid State of California C-27 Landscape Contractor's license. All work shall be performed consistent with C-27 licensing requirements. As applicable, the Contractor shall perform all work pursuant to the most current Landscape industry standards, adopted applicable codes and all municipal ordinances. In some instances, the Contractor may be required to comply with applicable standards per the Standard Specifications for Public Works Construction (Green Book).

This project requires California Department of Industrial Relations registration and the vendor must provide a copy of their DIR number/registration with their bid packet.

PROPOSAL SUBMITTAL

The City will select, as to the Request for Proposals, the lowest and best proposal. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to split the award, reject all bids and circulate another RFP or award contract(s) in a manner that best suits the City's needs. Further explanation of the selection process is found on page 41 of this RFP.

PREVAILING WAGES RATES

It shall be mandatory upon the Contractor to whom the agreement is awarded to pay not less than the prevailing rates of wages to all workers employed by him in the execution of the agreement. The Contractor will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the- actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

SPECIFICATIONS/WORK REQUIREMENTS

GENERAL SPECIFICATIONS

A. DEFINITIONS:

INSPECTOR: The Public Works Director or Recreation & Community Services Director or authorized designee(s) will be the Inspector. This person(s) will be in charge of inspection and administration of this contract.

B. TERM OF CONTRACT

This contract shall be for a period of three (3) years beginning, October 1, 2020, subject to renewal by two (2) additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the Director of Recreation & Community Services for contract extension. The total term of the contract shall not exceed five (5) years. The City reserves the right to award the contract in a term that best serves its needs. The proposed prices shall be valid for the initial three (3) year life of the contract. A "sample" Agreement is attached to this RFP as "Exhibit B".

MATERIALS (as applicable)

- 1.1 The Contractor shall furnish all the necessary materials and supplies required to complete the work as specified herein.
- 1.2 Within ten (10) working days of the "Notice to Proceed" the Contractor shall provide a schedule of services as well as a full and complete list of materials and supplies as specified or to be provided.
- 1.3 All materials and supplies shall be new, high quality, free of defects, and designed for the intended use and shall be subject to the Inspector's approval.
- 1.4 The Contractor shall supply the City at each monthly billing cycle with all delivery tickets/receipts for materials utilized within the billing time frame (as applicable).

C. EXECUTION OF AGREEMENT:

The Agreement (sample attached) shall be signed by the successful proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City's option for annulment of the contract award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute contract, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.

D. CONTROL OF WORK:

The Inspector shall decide any and all questions which may arise as to the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The Director of Public Works or Recreation & Community Services shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

E. DEFICIENT PERFORMANCE:

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to maintain the landscape areas according to the established schedule or level of care. Therefore, it is hereby established that two hundred fifty dollars (\$250.00) or the accepted bid amount (whichever amount is greater) for the specific area of negligence will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day. The City will inform the Contractor in writing of the intent to withhold payment for work not performed at the predetermined and agreed upon schedule (i.e. mowing service not performed at the frequency specified in the RFP for a specific area).

Where/when applicable, the Contractor shall be responsible for closing, locking all doors, windows and cabinets, gates, locks and setting alarms, etc. (as requested OR as necessary) before leaving work sites; regardless of the condition upon arrival. The sum

of \$250.00 per instance shall be deducted and withheld from the payments due or become due to the Contractor. The City shall inform the Contractor in writing of the intent to apply penalties to monthly payments.

F. PERFORMANCE STANDARDS

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the Landscape industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance.

G. INSURANCE/BONDING

1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1.2 The Contractor shall not commence any work under this contract until he has secured all insurance required by this section and the professional services contract nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, It's officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such

liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFP.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

1.3 A Bid Bond is required. A Faithful Performance Bond is required for the three years of the contract award. A copy of a sample Bonds is provided. An Annual renewal bond will be accepted.

H. LABOR REQUIREMENTS

- a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, and as such shall be warranted to possess sufficient experience and reliability to perform this work.
- b. **HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. **IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector. If it is found that personnel are not wearing uniforms, a \$50.00 charge will be issued for each person not in uniform.
- d. **SUPERVISION:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively both in writing and orally.

- e. **TRAINING:** Contractor shall have an ongoing training program for all its staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

Supervisors shall have been trained in supervision.

- f. **NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.
- g. **CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

I. RECORDS

Contractor shall maintain an accurate record showing names of employees, classification, actual hours worked, wages paid and benefits paid to each employee.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager/Contract Inspector access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

J. PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

K. EQUIPMENT TOOLS AND SUPPLIES

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All keys or access cards given to the Contractor by the Inspector shall be surrendered to same at the termination of this contract and **no duplication of the keys shall be made.**

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the following:

- Company Name

L. SUBCONTRACTS

Contractor shall be responsible for all work performed under this contract and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

M. CHANGES

Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement between the City and the Contractor. These changes will be processed through the City Manager.

N. PAYMENTS

The contract annual total amounts for Landscape services shall include full compensation for providing all labor, material, equipment and incidentals required for the Landscape services as specified in these specifications and no additional compensation will be allowed.

O. INVOICES

The Contractor shall submit a monthly invoice in duplicate to the Accounts Payable Division of the Finance Department at the following address: 1600 W. Beverly Blvd., Montebello, CA 90640 and/or via email at AP@cityofmontbello.com. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work

4. Total amount requested
5. Contractor's tax identification number
6. Location where services were provided

Payment will be made on approval by the Contract Supervisor subject to routine processing requirements of the City.

P. Work Requirements

- a) Work will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Recreation & Community Services, Director of Public Works, or authorized representative prior to commencing any work in all cases.
- b) Contractor shall maintain an adequate crew of employees to perform the service required.
- c) Contractor *may* be required to supply a list of equipment owned and available for work.
- d) Unit prices quoted shall include all required safety equipment owned and available for work.
- e) Unit prices for all as-needed additional landscape work shall be for actual time spent on the job site. **No travel time, fuel or supply/materials, surcharges, etc. (unless preapproved) will be paid.**
- f) Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- g) All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- h) Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job, if requested.
- i) Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment towards the public. Should, for any reason, an employee be unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.
- j) Contractor shall provide, for all projects, a supervisor/foreman with a minimum of five (5) years of experience related to the Landscape industry. The supervisor/foreman shall remain on-site as required.
- k) Contractor shall possess a valid/current Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.

- l) Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work.
- m) Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- n) Contractor is required to supply storage for equipment and materials that are used in the City. Equipment and material shall not be stored in the public right of way or any other City property without written authorization from the Director or authorized representative.
- o) Contractor shall provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the employees performing the work under the contract. As may be necessary or required by the City, the field supervisor or their representative shall check with the Director or authorized representative as to (1) schedule of work; (2) complaints; and (3) adequacy of performance. Contractor shall submit such reports as the City may require, ensuring compliance with schedule work.
- p) The Contractor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least (2) qualified persons who can be called for emergency condition at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the primary number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary action required to alleviate an emergency condition or job related complaint which threatens to cause damage to any City property or compromise the public's safety.
- q) Contractor shall provide the City with one (1) copy of an "Emergency Medical Facility Designation and Procedure Sheet" before a contract is awarded. On this sheet, the successful proposer must designate a twenty-four (24) hour emergency medical facility to provide emergency medical treatment/care in the event of injury to any of the Contractor's employees. It will be the responsibility of the Contractor's supervisor /lead worker to transport or make arrangements for the transportation of any injured employee to and from the designated emergency medical facility or any similar medical facility.
- r) The Contractor shall verify the location of all utilities prior to repair or maintenance and shall be held liable for all damages incurred due to Contractor's work related operations.
- s) The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.

- u) Contractor shall, where applicable, comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- v) Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contracting the responsible agency at least 24 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such request should be requested through USA @ 811 or 800-227-2600.

III. LANDSCAPE MAINTENANCE SERVICES

SCOPE OF WORK – The City of Montebello, herein after referred to as "City" desires a contractor to provide the following services:

Furnish all labor, tools, materials, appliances, and equipment for landscape maintenance services requested by the City. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Any additional work not described in these specifications shall be performed by the contractor upon written notice from, and at the expense of, the City of Montebello.

Maintenance of all exterior landscaping including, without limitation, lawn areas, planters, banks, flower beds, island median strips, irrigation systems adjacent to buildings and in and around parking lots. Landscape maintenance shall be performed in accordance with highest horticultural standards in order that landscaping remains in first class condition at all times.

DEFINITIONS:

City Monuments

- Any graffiti is to be reported to the City Representative.

Concrete Surfaces

- Concrete surfaces shall be maintained weed and debris free, either mechanically or manually.

Irrigation

- Irrigation maintenance, programming, repairs and the related costs shall be the responsibility of the Contractor. All plant materials are to be properly irrigated, frequency to be determined by plant material requirements and weather conditions. The Contractor shall provide the City Representative the schedule of the irrigation programming. Any irrigation repairs or issues must be reported to the City Representative. All irrigation components from the backflow device to and including the sprinklers/drip irrigation are the responsibility of the

Contractor.

Litter and Debris/Weed Abatement

- Once a week, the Contractor is responsible for the removal of any litter or debris that becomes evident in any areas.
- Clean drains and gutters of any dirt, clippings, etc. as necessary or as requested by the City.
- Contractor will be responsible for the disposal of all trash and debris that accumulates as a result of the work.
- Contractor shall keep areas maintained free of all visible weeds.

Pest and Disease Control

- Vertebrate pest control is the responsibility of the Contractor either by mechanically trapping or the use of chemicals.
- Turf or plant material diseases that may arise are the responsibility of the Contractor to manage.
- All chemical use must have the prior approval of the City Representative.

Plant Material/Planters

- Once a week, planters and slopes will be maintained, soil to be maintained weed free and shrubs to be properly trimmed. Plant material is to be fertilized three (3) times a year (March, June, and October) with nutrient make-up to be approved prior to each application by the City Representative (the cost for fertilizer and/or other nutrients is the responsibility of the contractor).
- Ground cover must be kept weed free and properly maintained adjacent to walls, curbs, mow strips and sidewalks. Ground cover will be maintained at a height between (6) and twelve (12) inches with verification by the City.
- The installation of new plant material will be determined by the City, and to be billed separately at the set hourly rate provided by the Contractor on page 33.
- Damaged turf, plant material, trees or irrigation that is a result of the improper management or negligence of the Contractor for any reason shall be repaired or replaced at the cost of the Contractor.

Steam Cleaning

- Once a month, concrete walkways, benches, hardscapes and gazebos and/or other specified areas are to be steam cleaned.

Tree Trimming

- To remove under branches to permit clearance of approximately eight (8) feet on the sidewalk or pedestrian side of any tree.

Turf Maintenance

- Once a week, turf shall be mowed and edged. The turf shall be mowed at a height of 2 ½ inches October thru April and 3 inches May thru September,

clippings are to be removed. The City reserves the right to request that turf areas be mowed at shorter or higher heights in specific areas.

- Turf is to be fertilized three (3) times a year with the application to be made in. Dates and nutrient make-up to be determined in each month proceeding application by the City Representative. The City will provide fertilizer to contractor.
- Turf is to be maintained free of broadleaf weeds, which may be accomplished either manually or chemically. All chemical applications must be approved by a City Representative.
- Turf is to be aerified and de-thatched at minimum twice per year. The date to be determined by the City Representative.
- Turf is to be seeded two (2) times a year. Dates and grass-type to be determined by the City Representative. The City will provide the Contractor with the seed.

Waste Receptacles

- Maintenance of waste receptacles will be the responsibility of the Contractor. Once a week, trash is to be removed and trash bags are to be replaced at the cost of the Contractor. The lids and outsides of waste receptacles must be wiped down and cleaned during weekly trash removal.

SITE LOCATIONS:

Taylor Ranch Park

This area is located at 737 North Montebello Blvd. – includes all turf, plant material in park including parking lot planters and tree wells and planters on Lincoln Ave. and Montebello Blvd./Montebello Blvd. and La Merced.

- Plant Material/Planters
- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Steam Cleaning to include Gazebo, benches, bridge, trash receptacles, pond features, cement walkways, monuments, restroom exterior/interior, and bridge.
- Turf Maintenance

Rea Drive

This area is located at 600 N. Rea Drive. This area is specific to 1) West Side of Rea Drive from Beverly to Lincoln (weed abatement maintenance).

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Litter and Debris/Weed abatement

Roosevelt Ave. Riverbed Access and Rest Stop

This area is located east of the intersection of Roosevelt Ave. and Bluff Road – this riverbed access includes various shrubs and turf areas along the path down to the rest stop area.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Litter and Debris/Weed Abatement
- Waste Receptacles

Grant Rea Park Riverbed Access and Rest Stop (Northeast side of park)

This area is located at the northeast end of the park at the end of the service road – this riverbed access includes various shrubs and plant materials and fenced area pictured in aerial. This area includes the sloped area turf and shrubs (as pictured).

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Litter and Debris/Weed Abatement
- Waste Receptacles
- Steam Cleaning- gazebo, restroom exterior, signage and benches
- Tree Trimming

Grant Rea Park Riverbed Access at Rea Dr.

This area is located at the southeast and northeast corners of Rea Dr. and Beverly Blvd. – this riverbed access includes various shrubs and plant materials. The area also includes a hillside with plant material on both sides of the Beverly Blvd. bridge and covers both sides of the pathway.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Litter and Debris/Weed Abatement
- Waste Receptacles

City Hall/Police Department and Library Complex – 1600 W. Beverly Blvd.

This area includes all planters, medians, turf and trees within the 1600 W. Beverly Blvd. complex. This area also includes parking lot clean up on the east and west sides of the City Hall building and the Police Department's staff parking lot and Detective Lots.

The planters on Victoria Ave. adjacent to the Police Department building (south side of Victoria Ave.) and in front of the Acuna Park Facility are also included.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Waste Receptacles
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Steam Cleaning- includes walkways, gazebos, benches, concrete entrances to City Hall, Recreation Office and Police Department
- Tree Trimming

Beverly Boulevard

There are twenty five (25) medians, two (2) landscape bus shelters (one located at Beverly Boulevard and West Via Acosta west of Garfield Avenue and the other located at Beverly Boulevard and West Via Acosta east of Garfield Avenue), and an entrance sign located at Bradshawe as part of this area.

- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance
- City Monument (Bradshawe/Beverly)

Beverly Boulevard Park Sign

This area contains a City entrance sign located on south west corner of Beverly Boulevard and Rea Drive (Park/Zoo Sign)

- City Monument
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris/Weed abatement
- Turf Maintenance

Bluff Road Monument

This area is located at 900 Bluff Road (Bluff Road and Washington Boulevard) approximately 1400 sq. ft. of turf and irrigation to be maintained. Approximately 1050 sq. ft. of concrete around monument to be maintained.

- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Turf Maintenance
- Steam Washing to include covered gazebo, concrete, monument, and cannons.

Bluff Road – Rio Hondo Channel Shoulder

This area is the East side of Bluff Road (just north of Mines Avenue to Sycamore Street) to be maintained weed and litter free.

- Litter and Debris
- Weed Abatement

Corporate Yard

This location includes the front of the City corporate yard facility at 311 S. Greenwood and the turf/planter area behind the facility on Taylor Avenue.

- Concrete Surfaces
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris/Weed Abatement
- Tree Trimming
- Turf Maintenance

Fire Department Stations (3)

Fire Department Stations: there are three (3) locations - 600 N. Montebello Boulevard (headquarters/Station #55), 1166 S. Greenwood Avenue (Station #56), and 2950 Via Acosta (Station #57).

- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Garfield Ave./Parkway

This area is a turf parkway extending .5 miles along the outside perimeter of the City golf course between Via San Clemente and Via San Delarro on the west side of the street. This area includes a landscaped area with an entrance sign on the east side of the street at Via Paseo. This area also includes landscape pocket at the corner of Via Acosta and Garfield Avenue and tree wells on east side.

- City Monument
- Concrete Surfaces
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris/Weed Abatement
- Tree Trimming (Via Paseo Entrance Sign Only)
- Turf Maintenance

Greenwood Slope/Underpass and Entrance Signs

This is a sloped area of approximately .4 acres adjacent to the Greenwood Avenue underpass beneath the railroad right of way between Elm Street and Union Street, (east and west slope) a center median strip with planters and two (2) landscaped entrance sign areas. The entrance signs are located at the corner of Greenwood Ave./Union Street, and the other at Greenwood Ave./Telegraph Road.

- City Monument
- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Montebello Boulevard

This area includes all Montebello Boulevard medians located south of Beverly Boulevard, north and south of Madison Street and all new landscaped medians north of Montebello Blvd. from Beverly Blvd. to Paramount Blvd. This area also includes the palm tree wells on the east side of Montebello Blvd. from Whittier to Madison and two (2) trash receptacles (one located on Montebello Boulevard at Whittier Boulevard and the other near the MUSD office).

- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Waste Receptacle

Montebello Reservoir

This sloped area is approximately 1 acre on Montebello Boulevard between Liberty Avenue and Paramount Boulevard.

- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris/Weed Abatement

Montebello Way and Greenwood Avenue

This area is one landscaped median.

- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance

Natasha Lane Landscape

This landscape area includes the frontage of the Natasha Lane residential development (along Whittier Blvd). This area also includes turf in rear of development, as well as, trees and various plant materials.

- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance

Northside Drive and Southside Drive

This area encompasses Northside Dr. and Southside Dr. medians. **Northside Drive:** located North of Olympic Boulevard to Concourse Avenue and Kensington to Allston Street. A strip at Whittier Boulevard/ Allston Street 17,400 sq. ft. **Southside Drive:** South of Olympic Boulevard to Concourse Avenue 22,500 sq. ft.

- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Tree Trimming
- Turf Maintenance

Paramount Boulevard Median

This area is on Paramount Boulevard: one (1) median stretch extending approximately .2 miles on Paramount Boulevard between Marketplace Drive and Arroyo Street including an entrance sign at Arroyo Street corner.

- City Monument
- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Tree Trimming

San Gabriel Boulevard and Plaza Drive

This landscaped area is located on the west side of the intersection.

- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Turf Maintenance

San Gabriel Boulevard Monument

The San Gabriel Blvd. Monument is located at the southwest corner of San Gabriel Boulevard and Lincoln Avenue.

- Concrete Surfaces
- Irrigation
- City Monument
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Tree Trimming
- Weed abatement

Sycamore Avenue

This area is a ½ mile stretch located between Greenwood Avenue and Bluff Road.

- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris/Weed Abatement
- Tree Trimming

Telegraph Rd next to I-5 FWY

This area is on Telegraph Road next to I-5 Freeway, from Church Road to I-5 Freeway off-ramp at Slauson Avenue exit (north of Gage Road).

- Litter and Debris
- Weed Abatement

Vail Avenue

This area includes small shrubs and landscape along fence line of slope located near the corner of Vail Avenue and Via Campo. (see attached aerial for clarification).

- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris/Weed Abatement

Washington Boulevard

Washington Boulevard includes medians from East City limits (just east of Bluff Road) to West City Limits and includes landscaped City monuments on two of the medians.

- City Monuments
- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters

Whittier Boulevard /Public Parking Lots

There are fifteen (15) median sites on Whittier Boulevard between Garfield Avenue and Greenwood Avenue and two (2) entrance signs at Garfield and Whittier Boulevard and Whittier Boulevard and the East City Limit (near Van Norman). There are thirty-five (35) free standing trash receptacles along Whittier Boulevard. Trash receptacles located next to bus shelters are not included. Three (3) City parking lots (Newmark Mall: North of Whittier Boulevard between Montebello Boulevard and 6th Street; South parking lots: south of Whittier Boulevard between Montebello Boulevard and 7th Street and north of Whittier Boulevard between 10th Street and Spruce Avenue.) There are two trash receptacles (one located behind Wells Fargo and the other located behind Salvatores restaurant. Palm Tree tree wells between 10th Street and Bluff Road are included.

- City Monuments
- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Waste Receptacles
- Steam Washing- Public Parking Lot sidewalks

Lincoln Ave. between La Merced and San Gabriel

The scope of this area is to provide weed abatement and litter removal quarterly (4 times per year) . The first such clean-up shall be during the month of November 2020. The contractor shall remove all visible weeds 5' to 15' from the edges of the roads where able. The contractor shall not be required to remove any weeds or litter where the area slopes down or hills begin. (Please see attached aerial photo for clarification of this area)

- Weed Abatement/Litter and Debris

Sanchez Adobe Park- 946 N. Adobe Ave.

Weekly service is required for this 1.1 acre park on Adobe Ave. The Scope of work includes:

- Concrete Surfaces
- Irrigation
- Litter and Debris/Weed Abatement
- Pest and Disease Control
- Turf Maintenance
- Waste Receptacles
- Plant Materials and Planters
- Steam Washing- includes porch, wells, picnic area benches, restroom facility and concrete surfaces and under roof of Sanchez Adobe Building

City Owned Properties

Bi-weekly service is required at the following City owned properties:

1. 701 W. Whittier Blvd. (restaurant pad with patio and planters)
2. 121 S. 7th Street (residential)
3. 125 S. 7th Street (residential)
4. 112-114 S. 6th Street (dirt lot) – no irrigation or trees
5. 121 S. 6th Street (dirt lot) – not irrigation or trees
6. 124 S. 6th Street (retail dirt lot) – no irrigation or tree
7. 132 S. 6th Street (residential)

The scope of work includes:

- Litter and Debris/Weed Abatement

Minson Way

This area includes the east side of the street on Minson Way from Sycamore north to the end of the street.

- Litter and Debris/Weed Abatement
- Plant Material/Planters

City Parks

This area includes the landscaped turf areas at Montebello City Park, Holifield Park, Reggie Rodriguez Park, Ashiya Park, Grant Rea Park, Acuna Park, Bicknell Park and Potrero Heights Park.

- Turf Maintenance

**City of Montebello
Citywide Landscape Maintenance
Service Frequency Summary**

Service Frequency										
Location	Concrete Surfaces	Irrigation	Litter/Weeds	Pest & Disease Control	Plant Material/Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Taylor Ranch Park 737 N. Montebello Blvd.	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly				Monthly
Rea Drive 600 N. Rea Drive		Submit irrigation schedule	Weekly		Weekly	Weekly				
Roosevelt Ave. Riverbed Access & Rest Stop Roosevelt Ave. & Bluff Rd.	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly	Weekly			
Grant Rea Park Riverbed Access & Rest Stop NE end of Grant Rea Park	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly	Weekly	As Needed		Monthly
Grant Rea Riverbed Access at Rea Dr. Rea Dr. & Beverly Blvd.	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly	Weekly			
City Hall/Police Dept. & Library Complex 1600 W. Beverly Blvd.	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly	Weekly	As Needed		Monthly
Beverly Boulevard 25 Medians, 2 bus shelters		Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed	Weekly	
Beverly Blvd. Entrance Signs Beverly Blvd. & Rea Dr.		Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly			Weekly	

Service Frequency										
Location	Concrete Surfaces	Irrigation	Litter/Weeds	Pest & Disease Control	Plant Material/Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Bluff Rd–Rio Hondo Channel Shoulder <i>North of Mines to Sycamore</i>			Weekly		Weekly					
Corporate Yard <i>311 S. Greenwood</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed		
Fire Stations <i>600 N. Montebello Blvd. 1166 S. Greenwood Ave. 2950 Via Acosta</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed		
Garfield Parkway <i>Between Via San Celemente & Via San Delarro</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed (Via Paseo Entrance Sign Only)	Weekly	Monthly
Greenwood Slope & Entrance Sign <i>Greenwood Underpass</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed	Weekly	
Montebello Blvd. <i>Medians & trash receptacles</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly	Weekly			
Montebello Reservoir <i>Montebello Blvd. between Liberty & Paramount</i>		Submit irrigation schedule	Weekly	As Needed	Weekly					

Service Frequency										
Location	Concrete Surfaces	Irrigation	Litter/ Weeds	Pest & Disease Control	Plant Material/ Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Natasha Lane Property <i>Whittier Blvd.</i>		Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly				
Northside Drive & Southside Drive <i>Medians</i>		Submit irrigation schedule	Weekly	As Needed		Weekly		As Needed		
Paramount Blvd. <i>Median & entrance sign</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed	Weekly	Monthly
San Gabriel Blvd. & Plaza Drive <i>West side of intersection</i>		Submit irrigation schedule	Weekly	As Needed		Weekly				
San Gabriel Blvd. Monument <i>San Gabriel Blvd. & Lincoln Ave.</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed	Weekly	
Sycamore Avenue <i>Between Greenwood & Bluff</i>		Submit irrigation schedule	Weekly	As Needed	Weekly			As Needed		
Telegraph Rd. next to I-5 Fwy <i>Church Rd. to Slauson offramp</i>			Weekly		Weekly					
Vail Avenue <i>Vail Ave. & Via Campo</i>		Submit irrigation schedule	Weekly	As Needed	Weekly					
Washington Blvd. <i>Medians from Greenwood to West City limits</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly				Weekly	

Service Frequency

Location

	Concrete Surfaces	Irrigation	Litter and Debris	Pest & Disease Control	Plant Material/ Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Lincoln Ave. <i>Between La Merced & San Gabriel</i>			Weekly		Weekly					
Sanchez Adobe Park <i>946 N. Adobe Ave.</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly	Weekly			Monthly
City Owned Properties			Bi-Weekly		Bi-Weekly					
Minson Way			Bi-Weekly		Bi-Weekly					
City Parks						Weekly				

IV. CONTRACT DOCUMENTS

A. PROJECT BID SHEETS

The Contractor shall complete this Project Bid Sheet for use only by City for comparison of bids and compensation to the Contractor for this project. The Bidder shall make their own estimate from information included in this contract and from field inspections. The proposed prices shall be valid for the initial three (3) years of life of the contract, and no adjustments will be requested by the contractor.

The bid shall consist of two separate components:

- 1.1 **Monthly/Quarterly Landscape Maintenance Service**, which is described in this RFP, will be bid at an annual total amount, from October 1st to November 30th. On the table on page 26, please list the yearly rate for each area.
- 1.2 **As-needed Landscape Services**. Special Services, As-Needed Repairs or additional services, will be bid separately at a fixed rate to be billed at that rate each separate time the service is used. Please fill out the fixed hourly or bi-weekly rate for each type of as-needed service on the tables on page 27. These services will not be part of the annual contract, but will be scheduled as needed as additional services.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP – BID SHEET**

Company Name: _____

Authorized Agent: _____

Signature: _____

Location	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Taylor Ranch Park			
Grant Rea Park/Rea Dr.			
Roosevelt Ave. Riverbed Access and Rest Stop			
Grant Rea Riverbed Access and Rest Stop			
Grant Rea Riverbed Access at Rea Dr.			
City Hall/Police Department			
Beverly Boulevard Medians and Entrance Signs			
Bluff Road Monument			
Bluff Road Rio Hondo Channel Shoulder			
Corporate Yard/Transit			
Fire Stations (3)			
Garfield Parkway			
Greenwood Slope and Entrance Signs			
Montebello Boulevard Medians			
Montebello Reservoir			
Montebello Way and Greenwood Ave.			
Natasha Lane Landscape			
Northside and Southside Dr.			
Paramount Blvd. Median			
San Gabriel Blvd. and Plaza Dr.			
San Gabriel Blvd. Monument			
Sycamore Ave.			
Telegraph Road next to I-5 Freeway			
Vail Avenue			
Washington Blvd. Medians			
Whittier Blvd. Medians and Entrance Signs			
Whittier Blvd. Trash and Parking Lots			
Lincoln Ave.			
Sanchez Adobe			
City Owned Properties			
Minson Way			
City Parks			

TOTAL: _____

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP
As-needed Landscape Services**

Service Type	Fixed Hourly Rate
Mowing with Reel or Rotary Mower	
Edging	
Irrigation Repair	
Steam Pressure Washing	
General Landscape Labor: Mulch, planting, etc.	
Pesticide/Herbicide Application	

For this quotation to be valid, this sheet must be signed.

Company Name

Representative's Name

Signature

Date

B. INFORMATION REQUIRED OF CONTRACTOR

NAME OF CONTRACTOR: _____

Type of Firm: Individual _____
 Partnership _____
 Corporation _____

ADDRESS: _____

CONTRACTORS STATE LICENSE NO./DIR # _____
C-27 LICENSE NO. _____

NAMES AND TITLES OF ALL OFFICERS OF THE FIRM:

NO. OF YEAR AS A CONTRACTOR IN LANDSCAPE MAINTENANCE WORK OF
THIS TYPE: _____

FIVE CONTRACTS OF THIS SIZE AND TYPE CURRENTLY OR RECENTLY PERFORMED.

DATE	CONTRACT AMOUNT	TYPE OF PROJECT	CONTACT INFORMATION

NOTE: If requested by the City, the contractor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of current financial conditions.

City of Montebello
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP

DESIGNATION OF SUBCONTRACTORS

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, PHONE NUMBER, D.I.R. # AND SUBCONTRACTOR’S LICENSE NUMBER	TYPE OF WORK, SUPPLIES OR EQUIPMENT PROVIDED

Note: Additional sheets may be attached.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

C. Questionnaire

1. PERFORMANCE

- a. Have you ever lost a contract due to inadequate performance? If yes, please explain.

2. EQUIPMENT

- a. List the types of equipment to be utilized by the contractor.

3. UNIFORMS

- a. What color are the shirts of employees that would be assigned to this contract?
- b. What color are the pants?
- c. Provide picture of shirt/uniform with company name and/or logo.

4. SUPPORT FACILITIES

- a. Give the address of the facility from which work crews will be assigned.
- b. Give address of main office, if different from #1 above.
- c. What facilities and procedures do you have for equipment maintenance and repair?
- d. What is your telephone number and e-mail address?
- e. What telephone number is available for emergency response?

5. PERSONNEL

- a. List total number of employees to be assigned to this contract.

- b. Who will be the field supervisor?
- c. What is his/her background and education?
- d. What Landscape training classes have personnel attended?
- e. Who is responsible for training personnel?

6. PRIOR EXPERIENCE

- a. List all work now under contract, with names and phone numbers for further checking.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

8. TERMS AND CONDITIONS

I have seen the project area described in the City of Montebello specifications for Citywide Landscape Maintenance services.

Yes _____ No _____

PRINT NAME: _____

SIGNATURE: _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

V. REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP. All proposals must either be 1) on paper, mailed or delivered to the City of Montebello OR 2) 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.

1. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the company.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will supervise Landscape maintenance services.

2. Firm Information and Qualifications

- a. Number of years firm has been in business
- b. List the company experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations and/or certifications relevant to the type of Landscape services proposed to be provided.
- c. Identify any contractors/sub-contractors that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.
- d. Utilize and attach the Contractor Information sheet (Page 34) and Subcontractor's Information Sheet (Page 35).

3. References

- a. Provide a list of at least 5 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Firm's name or Team's Capabilities and Abilities; Review Times.

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.

5. Contract Documents

- a. Utilize the attached Project Bid Sheet (Page 32 and 33 to provide a proposed schedule of total fees for the components of the scope for which you are submitting.
 - b. Fill out the Questionnaire found on page 36 and 37. Contractor may utilize a separate sheet of paper for this section as needed.
 - c. Contractor must fill out the attached the attached Terms and Conditions (Page 38).
 - d. A Copy of Department of Industrial Relations Registration as a Public Works Contractor.
 - e. Proof Insurance/Worker's Compensation
6. **Customer Service** - Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.
7. **Standard Professional Services Agreement** - Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.
8. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional Landscape services in a qualified, efficient, and cost-effective manner. City staff and evaluators will review all statements of proposals received timely. The candidate will be evaluated on the following criteria:

1. Experience in providing the same or similar services -30%
2. Projected Annual Cost on a Monthly Rate not to Exceed basis, to perform the required services as stated in the Scope of Work – 40%
3. References – 10%
4. Responsiveness to Scope of Work- 20%

The Contractor must satisfy the City of its ability to perform the services required. Contractor must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Contractor shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Contractor on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more contractors, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP, if required. The contractor, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: Laurie Aguilar
Management Analyst
laquilar@cityofmontebello.com
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 Ext. 374

CONTRACT WITH THE CITY/ ANTICIPATED TIMING FOR BEGINNING SERVICES

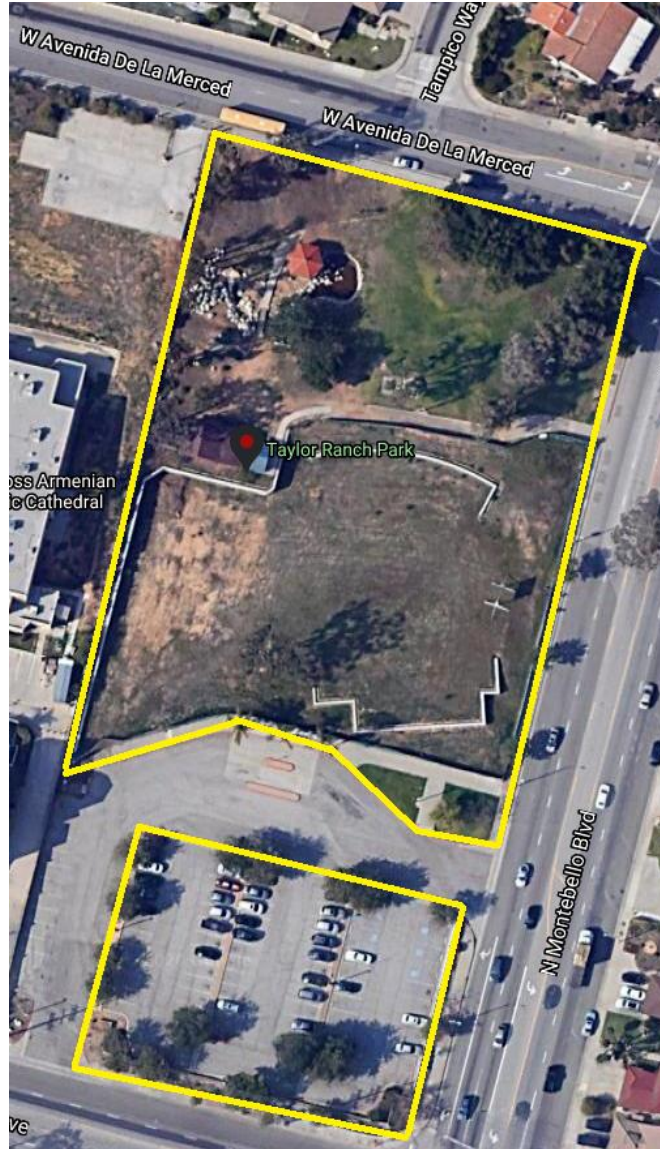
The selected contractor will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the contractor. The City Manager is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council and fully executed by Contractor and City.

During the term of the contract, the Contractor will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Contractor or in any way affect the performance of the landscape maintenance services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

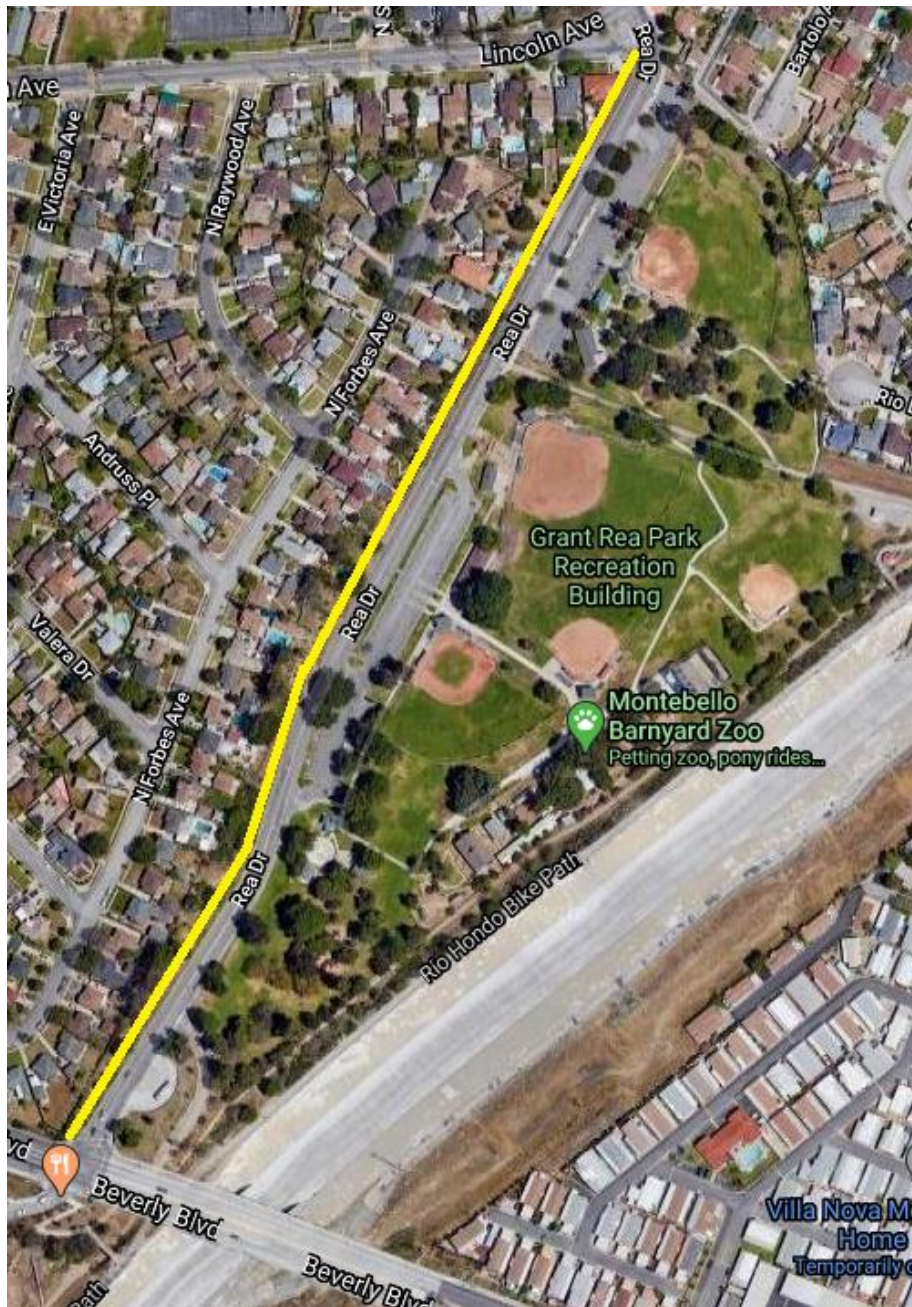
**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

SITE PICTURES



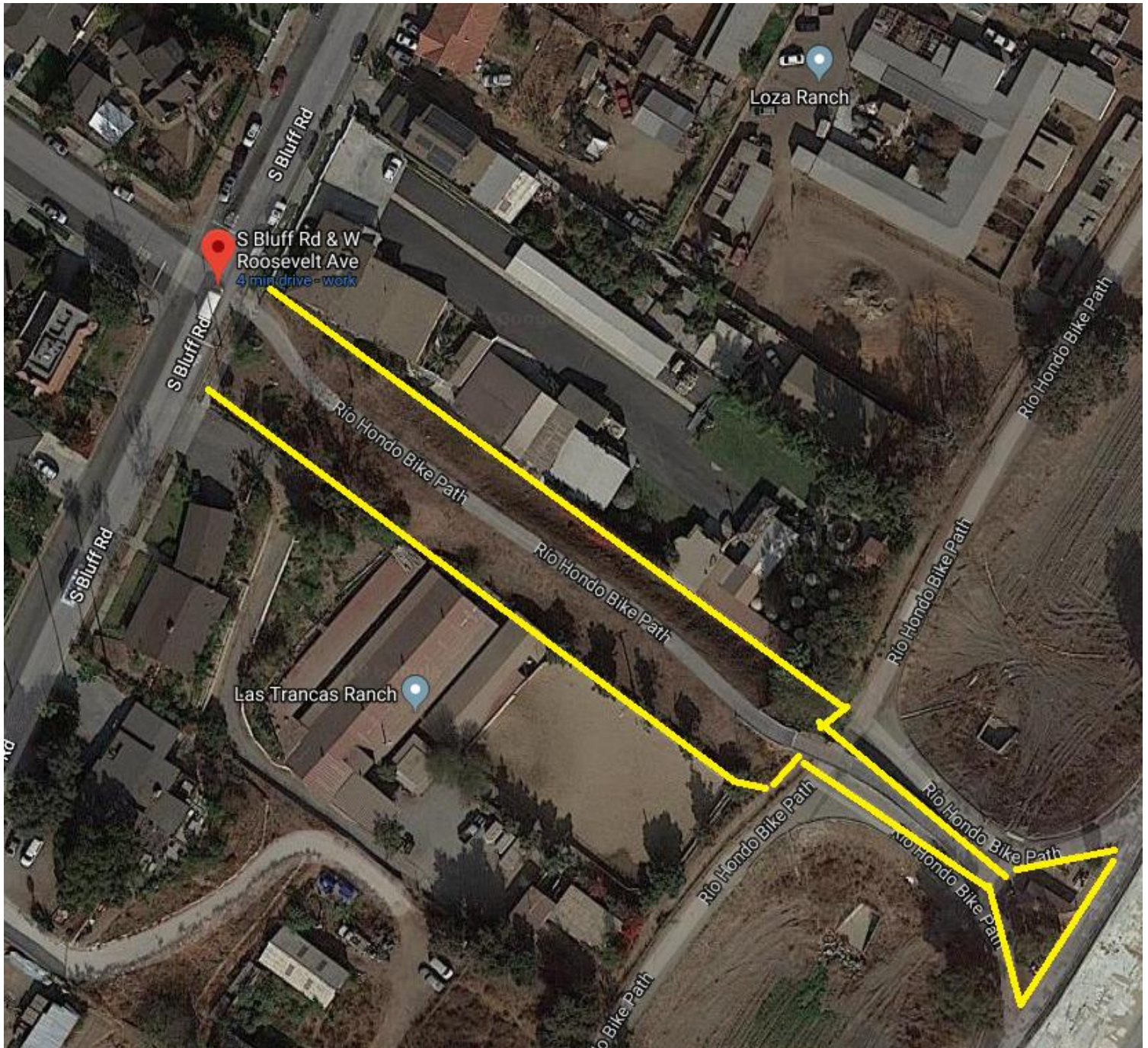
Taylor Ranch Park

This area is located at 737 North Montebello Blvd. – includes all turf, plant material in park including parking lot planters and tree wells and planters on Lincoln Ave. and Montebello Blvd./Montebello Blvd. and La Merced.



Rea Drive

This area is located at 600 N. Rea Drive. This area is specific to 1) West Side of Rea Drive from Beverly to Lincoln (weed abatement maintenance).



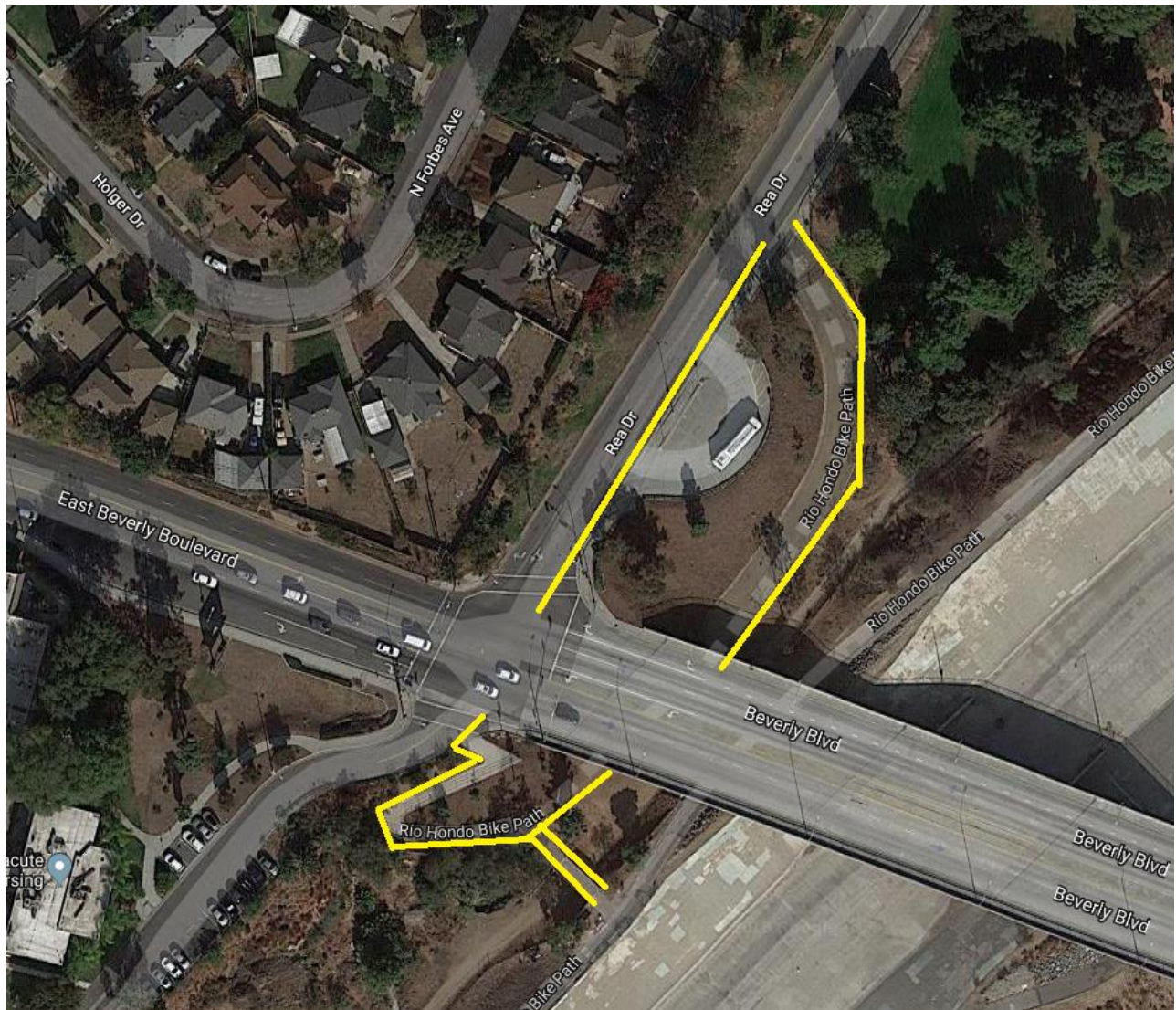
Roosevelt Ave. Riverbed Access and Rest Stop

This area is located east of the intersection of Roosevelt Ave. and Bluff Road – this riverbed access includes various shrubs and turf areas along the path down to the rest stop area.



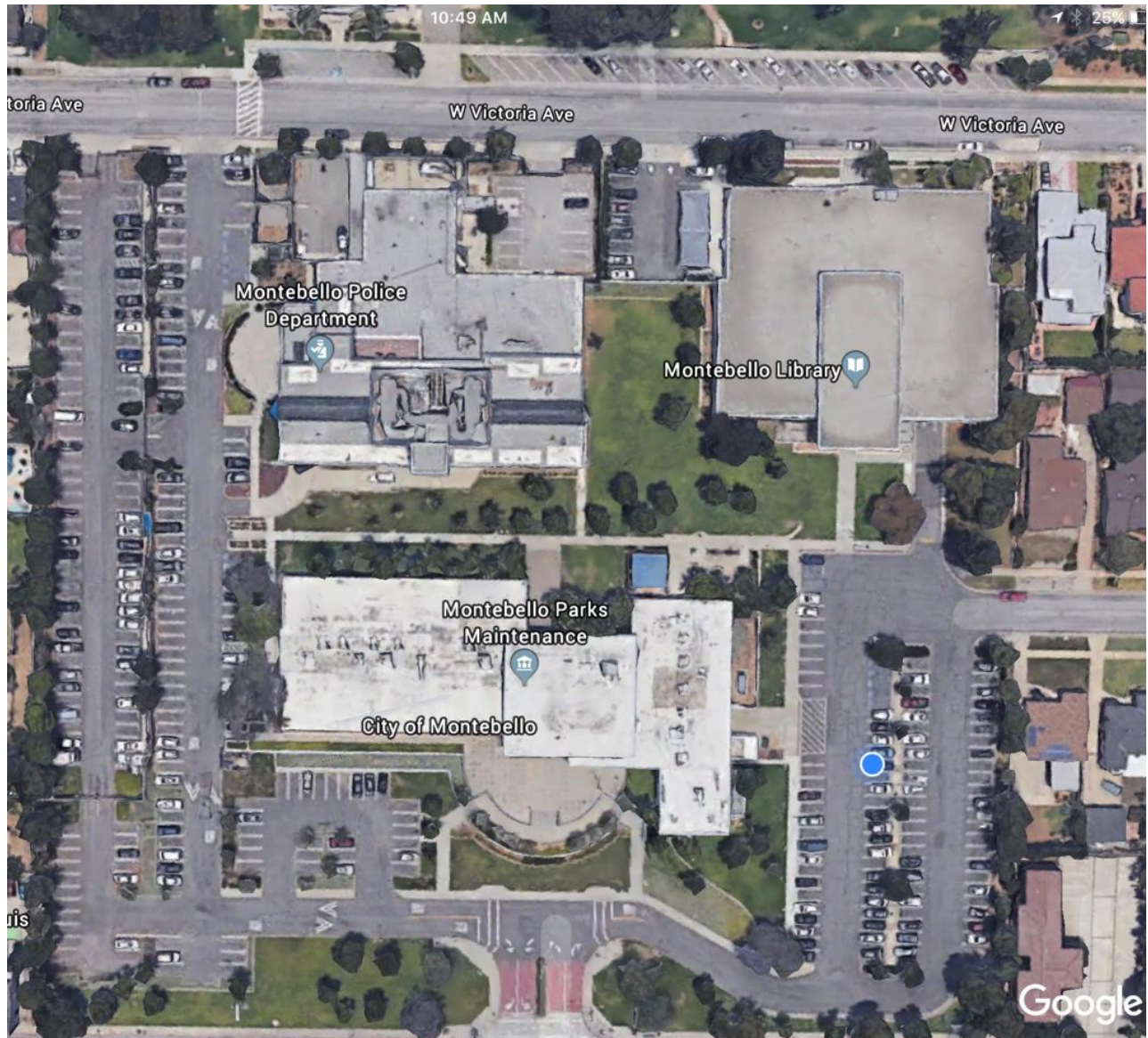
Grant Rea Park Riverbed Access and Rest Stop

This area is located at the northeast end of the park at the end of the service road – this riverbed access includes various shrubs and plant materials and fenced area pictured in aerial. This area includes the sloped area turf and shrubs (as pictured).



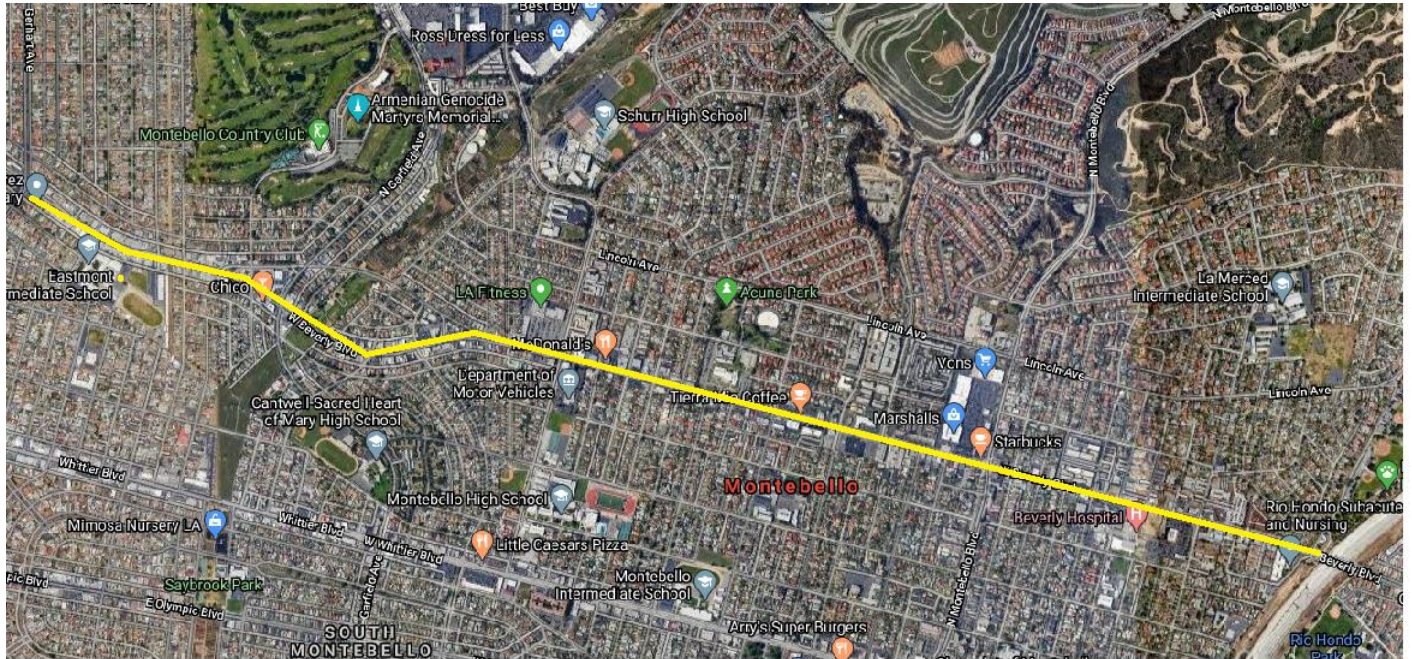
Grant Rea Park Riverbed Access at Rea Dr.

This area is located at the southeast and northeast corners of Rea Dr. and Beverly Blvd. – this riverbed access includes various shrubs and plant materials. The area also includes a hillside with plant material on both sides of the Beverly Blvd. bridge and covers both sides of the pathway.



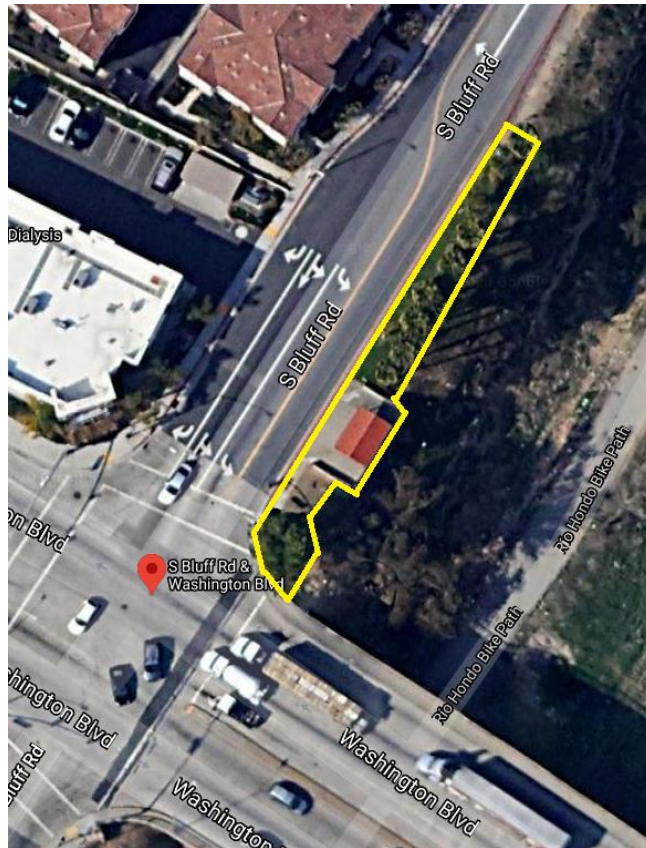
City Hall/Police Department and Library Complex – 1600 W. Beverly Blvd.

This area includes all planters, medians, turf and trees within the 1600 W. Beverly Blvd. complex. This area also includes parking lot clean up on the east and west sides of the City Hall building and the Police Department's staff parking lot and Detective Lots. The planters on Victoria Ave. adjacent to the Police Department building (south side of Victoria Ave.) and in front of the Acuna Park Facility are also included.



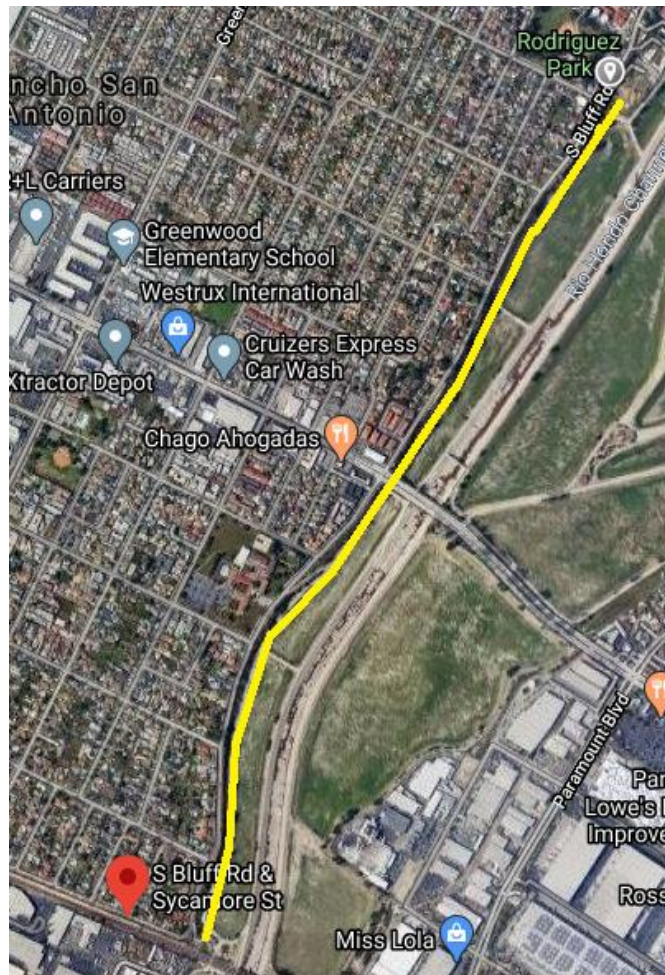
Beverly Blvd Medians and Entrance Signs

There are twenty five (25) medians, two (2) landscape bus shelters (one located at Beverly Boulevard and West Via Acosta west of Garfield Avenue and the other located at Beverly Boulevard and West Via Acosta east of Garfield Avenue), and an entrance sign located at Bradshaw as part of this area.



Bluff Road Monument

This area is located at 900 Bluff Road (Bluff Road and Washington Boulevard) approximately 1400 sq. ft. of turf and irrigation to be maintained. Approximately 1050 sq. ft. of concrete around monument to be maintained.



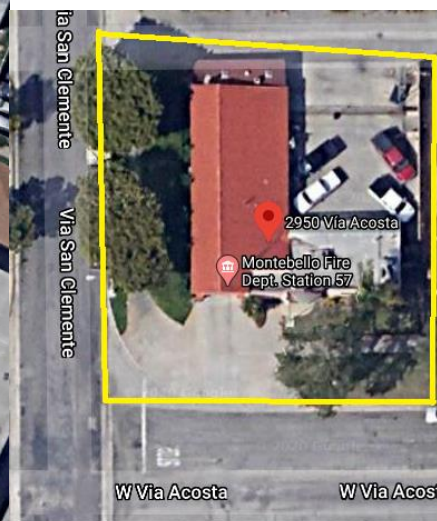
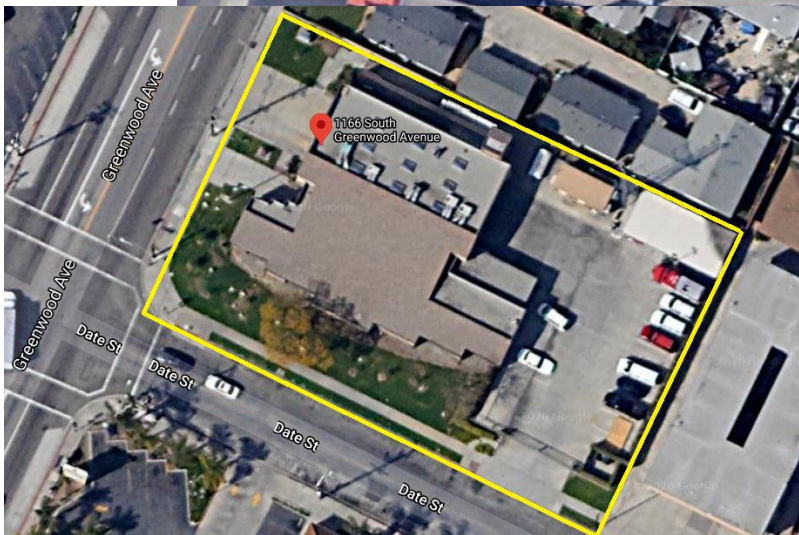
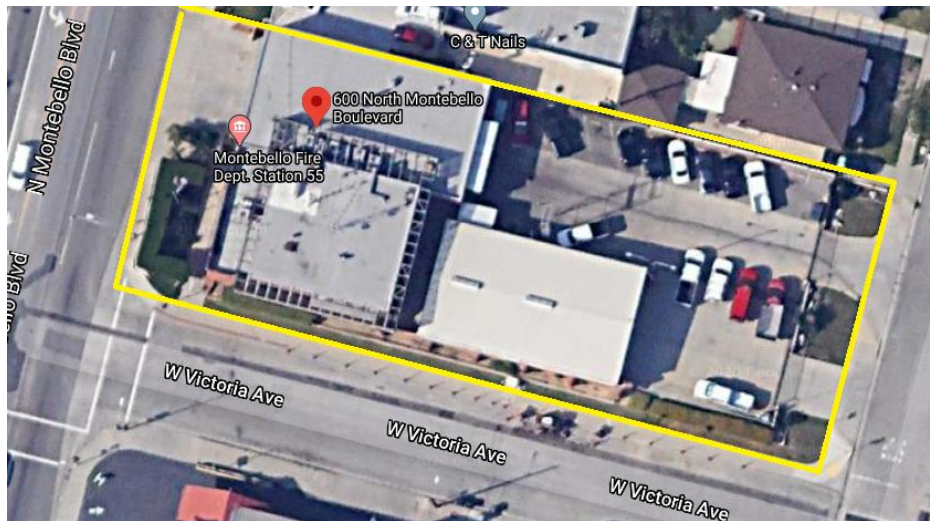
Bluff Road – Rio Hondo Channel Shoulder

This area is the East side of Bluff Road (just north of Mines Avenue to Sycamore Street) to be maintained weed and litter free.



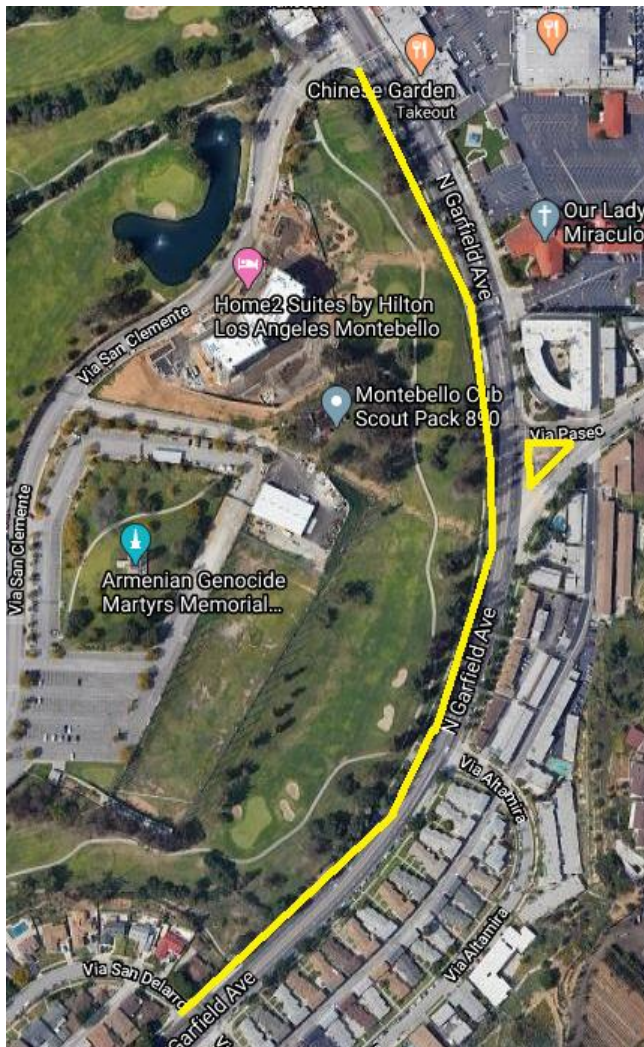
Corporate Yard

This location includes the front of the City corporate yard facility at 311 S. Greenwood and the turf/planter area behind the facility on Taylor Avenue.



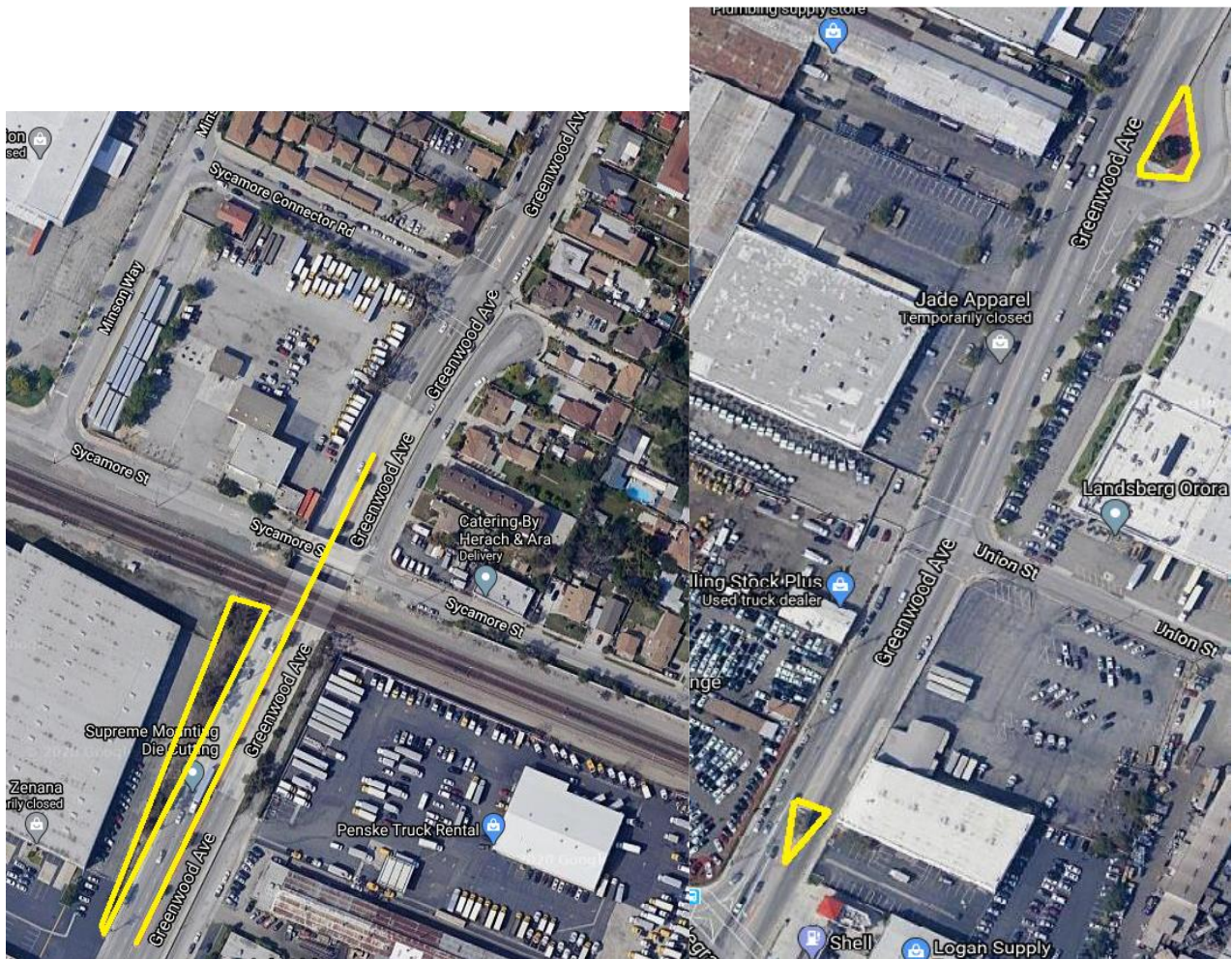
Fire Stations (3)

Fire Department Stations: there are three (3) locations - 600 N. Montebello Boulevard (headquarters/Station #55), 1166 S. Greenwood Avenue (Station #56), and 2950 Via Acosta (Station #57).



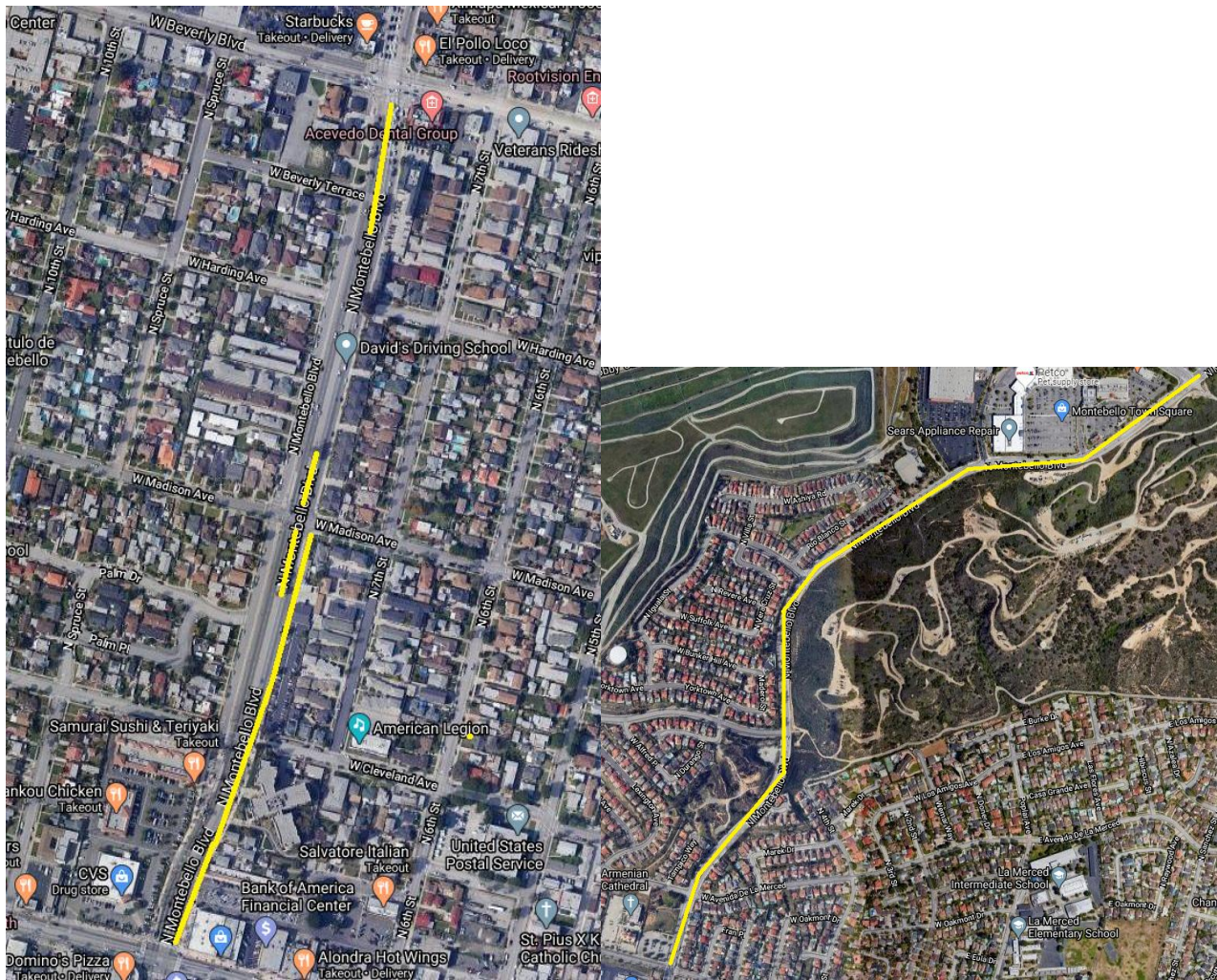
Garfield Parkway

This area is a turf parkway extending .5 miles along the outside perimeter of the City golf course between Via San Clemente and Via San Delarro on the west side of the street. This area includes a landscaped area with an entrance sign on the east side of the street at Via Paseo. This area also includes landscape pocket at the corner of Via Acosta and Garfield Avenue and tree wells on east side.



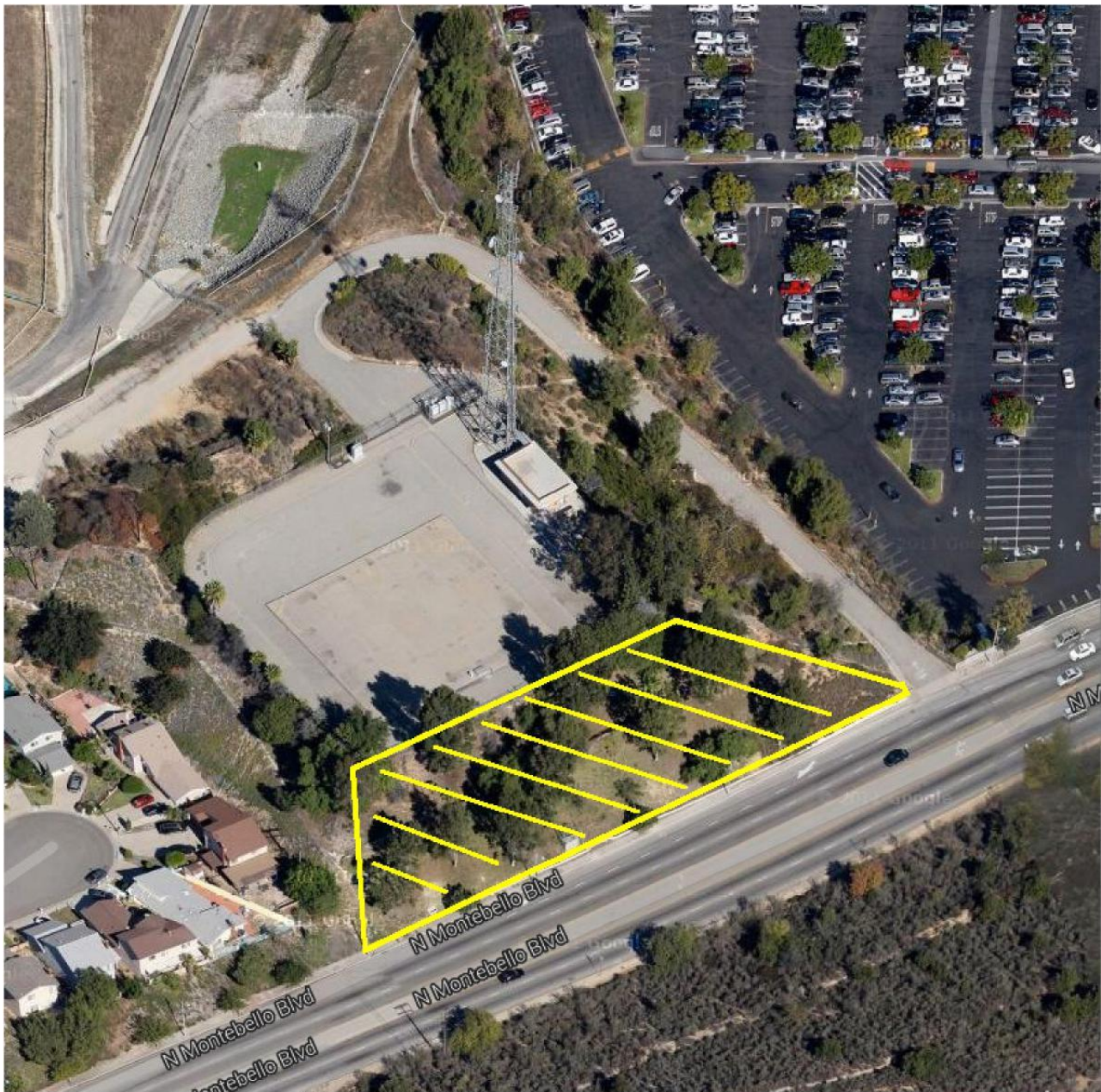
Greenwood Slope and Entrance Signs

This is a sloped area of approximately .4 acres adjacent to the Greenwood Avenue underpass beneath the railroad right of way between Elm Street and Union Street, (east and west slope) a center median strip with planters and two (2) landscaped entrance sign areas. The entrance signs are located at the corner of Greenwood Ave./Union Street, and the other at Greenwood Ave./Telegraph Road.



Montebello Blvd.

This area includes all Montebello Boulevard medians located south of Beverly Boulevard, north and south of Madison Street and all new landscaped medians north of Montebello Blvd. from Beverly Blvd. to Paramount Blvd. This area also includes the palm tree wells on the east side of Montebello Blvd. from Whittier to Madison and two (2) trash receptacles (one located on Montebello Boulevard at Whittier Boulevard and the other near the MUSD office).



Montebello Reservoir

This sloped area is approximately 1 acre on Montebello Boulevard between Liberty Avenue and Paramount Boulevard.



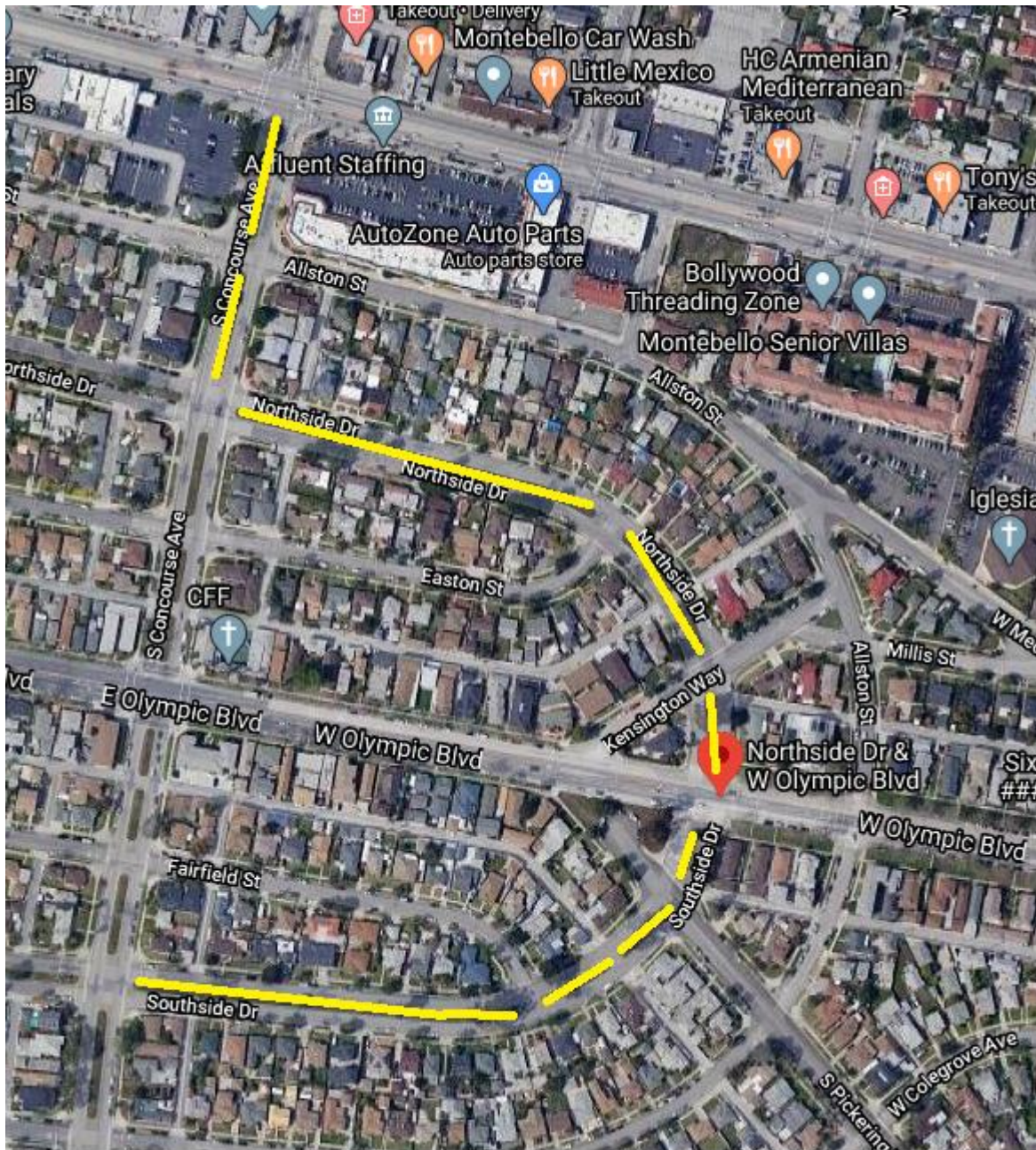
Montebello Way and Greenwood Ave.

This area is one landscaped median area.



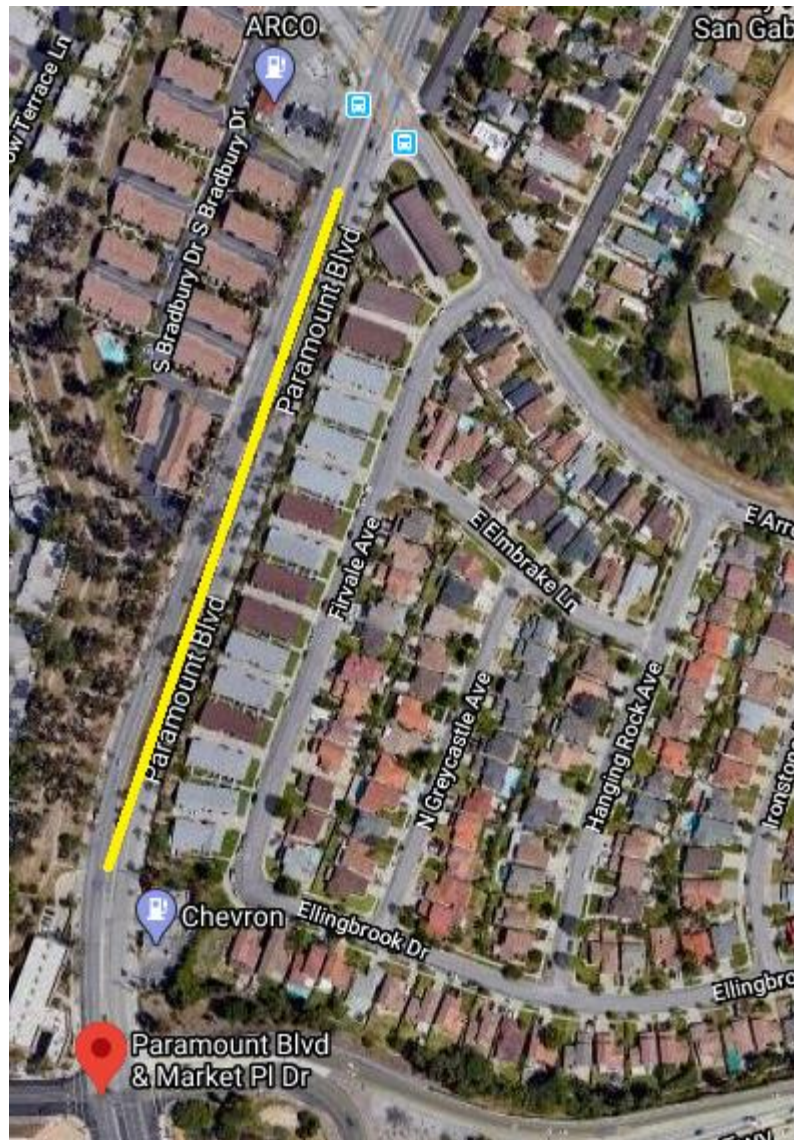
Natasha Lane Landscape

This landscape area includes the frontage of the Natasha Lane residential development (along Whittier Blvd). This area also includes turf in rear of development, as well as, trees and various plant materials.



Northside and Southside Drive

This area encompasses Northside Dr. and Southside Dr. medians. **Northside Drive:** located North of Olympic Boulevard to Concourse Avenue and Kensington to Allston Street. A strip at Whittier Boulevard/ Allston Street 17,400 sq. ft. **Southside Drive:** South of Olympic Boulevard to Concourse Avenue 22,500 sq. ft.



Paramount Blvd. Median

This area is on Paramount Boulevard: one (1) median stretch extending approximately .2 miles on Paramount Boulevard between Marketplace Drive and Arroyo Street including an entrance sign at Arroyo Street corner.



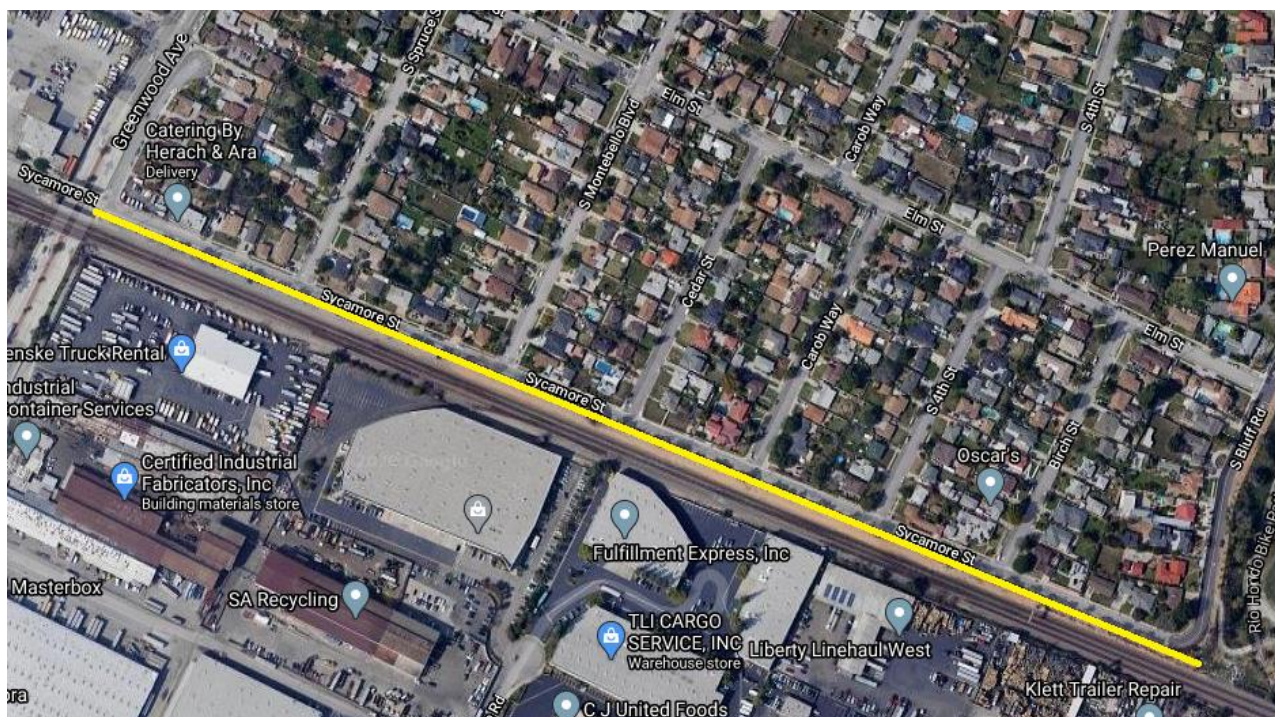
San Gabriel Blvd. and Plaza Dr.

This landscaped area located on the west side of the intersection.



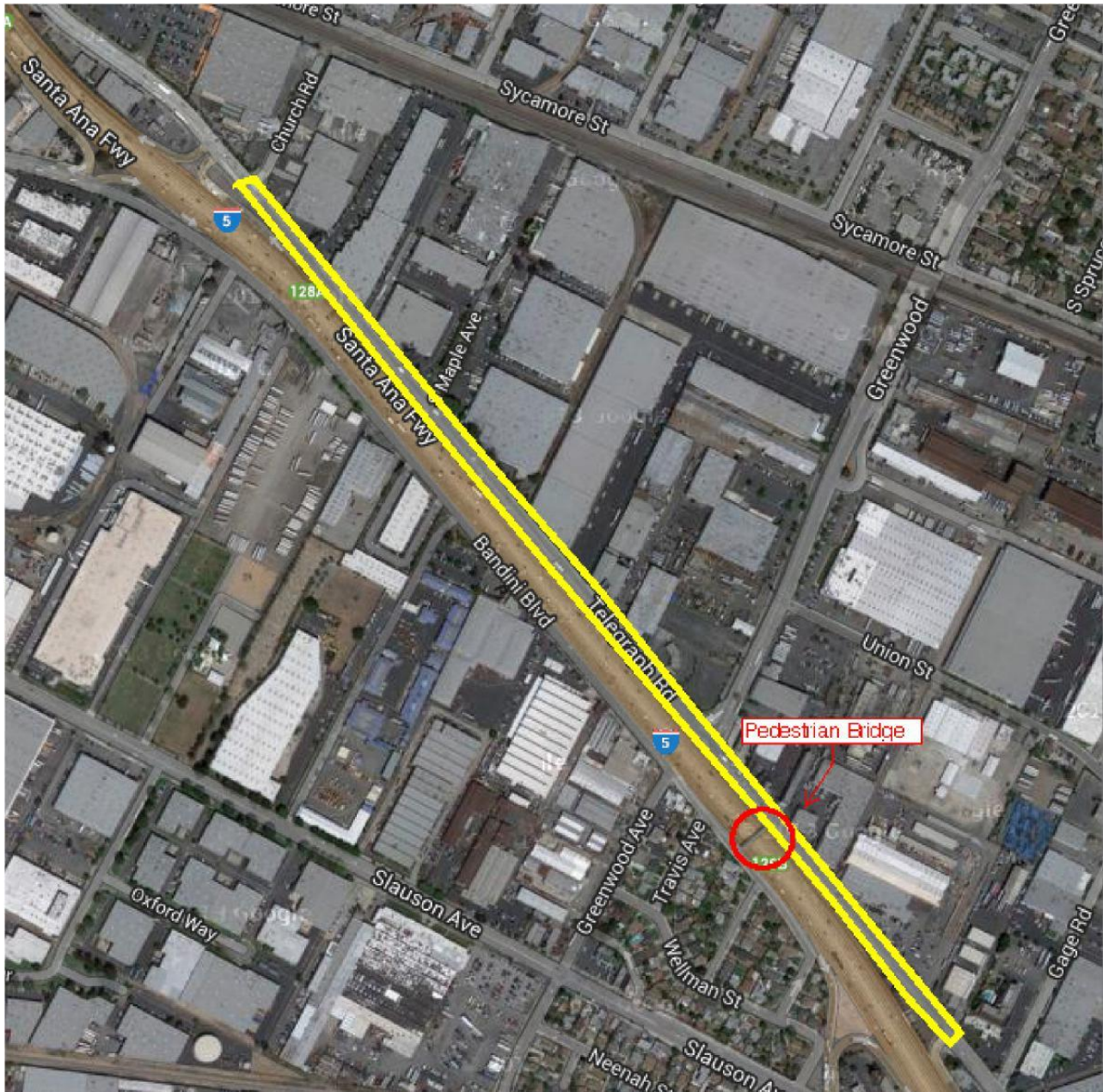
San Gabriel Blvd. Monument

The San Gabriel Blvd. Monument is located at the southwest corner of San Gabriel Boulevard and Lincoln Avenue.



Sycamore Avenue

This area is a ½ mile stretch located between Greenwood Avenue and Bluff Road.



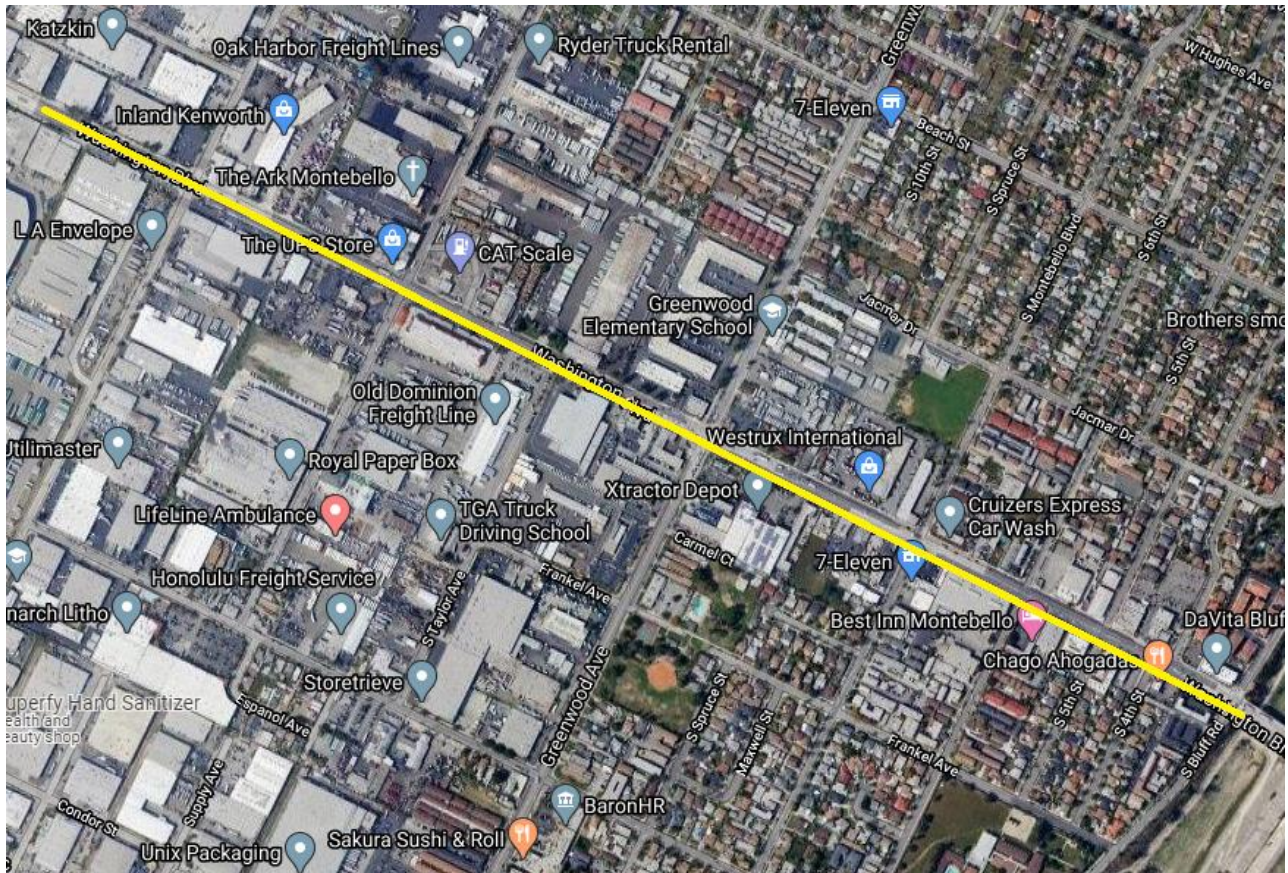
Telegraph Road next to I-5 Fwy

This area is on Telegraph Road next to I-5 Freeway, from Church Road to I-5 Freeway off-ramp at Slauson Avenue exit (north of Gage Road).



Vail Ave.

This area includes small shrubs and landscape along fence line of slope located near the corner of Vail Avenue and Via Campo. (see attached aerial for clarification).



Washington Boulevard

Washington Boulevard includes medians from East City limits (just east of Bluff Road) to West City Limits and includes landscaped City monuments on two of the medians.



Lincoln Ave. between La Merced and San Gabriel

The scope of this area is to provide weed abatement and litter removal quarterly (4 times per year) . The first such clean-up shall be during the month of November 2020. The contractor shall remove all visible weeds 5' to 15' from the edges of the roads where able. The contractor shall not be required to remove any weeds or litter where the area slopes down or hills begin. (Please see attached aerial photo for clarification of this area)



Adobe Sanchez

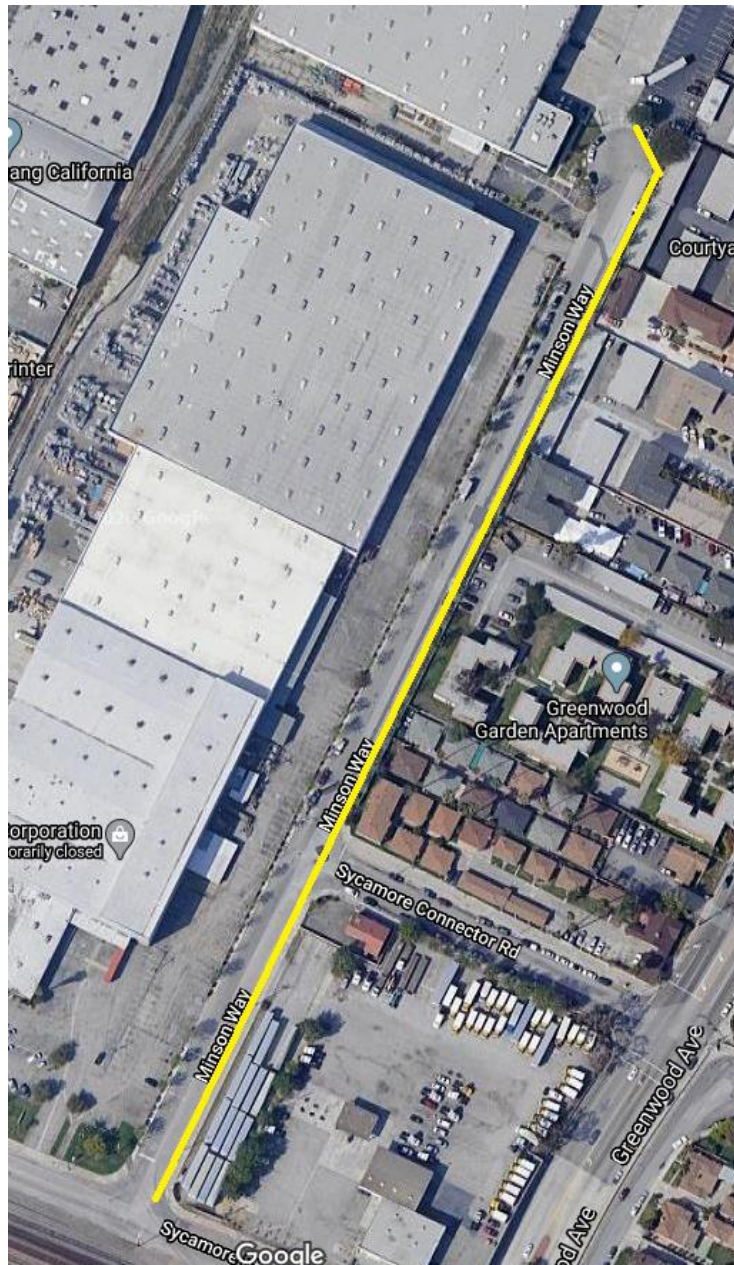
Weekly service is required for this 1.1 acre park on Adobe Ave.



City Owned Properties

Bi-weekly service is required at the following City owned properties:

1. 701 W. Whittier Blvd. (restaurant pad with patio and planters)
2. 121 S. 7th Street (residential)
3. 125 S. 7th Street (residential)
4. 112-114 S. 6th Street (dirt lot) – no irrigation or trees
5. 121 S. 6th Street (dirt lot) – not irrigation or trees
6. 124 S. 6th Street (retail dirt lot) – no irrigation or tree
7. 132 S. 6th Street (residential)



Minson Way

This area includes the east side of the street on Minson Way from Sycamore north to the end of the street.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

BOND REQUIREMENTS

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

**PROPOSAL GUARANTEE
BID BOND
FOR
REQUEST FOR PROPOSALS
(NO.)
CITYWIDE LANDSCAPE MAINTENANCE
IN THE CITY OF MONTEBELLO**

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as BIDDER, and _____,
_____, as SURETY, are held and firmly bound
unto the City of Montebello, as AGENCY, in the penal sum of
_____ Dollars(\$_____
_____), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the
above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound,
jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

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

BIDDER* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies
the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**REQUEST FOR PROPOSALS
(NO.)
CITYWIDE LANDSCAPE MAINTENANCE**

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Montebello, or cash in the amount of _____

_____ Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

FAITHFUL PERFORMANCE BOND
FOR
REQUEST FOR PROPOSALS
(NO.)
CITYWIDE LANDSCAPE MAINTENANCE

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 manes, 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.

EXHIBIT "B"

SAMPLE PROFESSIONAL AGREEMENT

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____

**BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____**

THIS AGREEMENT ("Agreement") is made and entered into on , 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and ____ (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance and Services at various city-owned properties in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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 Citywide Landscape Maintenance (, 2020) ("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. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the landscape maintenance services as 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. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product 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. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR 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 CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by

CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR'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 Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR 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, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, 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. CONTRACTOR 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 CONTRACTOR'S expense, the premium thereon.

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two 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 insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR 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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR 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 of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been

contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 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:

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of

this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR 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 CONTRACTOR. CONTRACTOR'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 CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

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 Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Authorize the Filing of an Application with California Air Resource Board (CARB) to Receive Funding from the Sustainable Transportation Equity Project's Planning and Capacity Building Grant**

DATE: September 9, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Authorize the filing of an application with the California Air Resource Board (CARB) to receive funding from the Sustainable Transportation Equity Project's Planning and Capacity Building Grant to fund critical community outreach; and
- 2) Take such additional, related action that may be desirable.

BACKGROUND

California Air Resource Board (CARB) has created a grant called STEP (Sustainable Transportation Equity Project) to encourage local agencies to work hand-in-hand with "disadvantaged and low-income communities" to (1) reduce greenhouse gas, (2) strengthen the economy, and (3) improve public health and the environment by addressing resident's transportation needs using environmental justice principles.

The City is applying for the "Planning and Capacity Building Grant" (hereinafter, the "Grant") to fund a "community transportation needs assessment." The goal is to engage with the Montebello community to draft an inclusive and effective long-range transportation plan which will guide transit related capital investments for years to come.

As required by the grant criteria, at least two local non-profit community based organizations must be included to ensure community participation. Should the grant be awarded, the *Mexican American Opportunity Fund* has agreed to serve as the sub-

Approve Filing of an Application with the California Air Resources Board (CARB) to Receive Funding From the Sustainable Transportation Equity Project's Planning and Capacity Building Grant

Page 2 of 2

applicant and the *YMCA of Montebello-Commerce* has agreed to serve as the community partner.

FISCAL IMPACT

There is no fiscal impact related to the filing of an application for the Grant. Should the City be successful and receive the Grant funding, subsequent City Council action will be required to appropriate the Grant funds. Staff will follow up with a related agenda report and action at that time.

SUMMARY

Staff is recommending that the City Council consider authorizing the filing of an application with the California Air Resource Board (CARB) to receive funding from the Sustainable Transit Equity Project for the funding of extensive community education, outreach, and engagement in order to draft a long-range transit plan that meets the current and future needs of Montebello residents.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Approve a Resolution Declaring Seven (7) Diesel Buses as Surplus Property and Authorization to Donate the Buses to the Rotary Club of Montebello**

DATE: September 9, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve a Resolution declaring seven (7) diesel buses Surplus Property; and
- 2) Authorization to Donate the Buses to the Rotary Club of Montebello; and
- 3) Take such additional, related action that may be desirable.

BACKGROUND

On June 26, 2019, the City Council approved the donation of five (5) diesel buses as “Surplus Property” to the Rotary Club of Montebello. The term “Surplus Property” generally refers to any City property, equipment or material that is no longer needed or usable by the holding department. In accordance to the Federal Transit Administration a bus should only be in service for 12 years. It was City Council’s intent in 2019 to donate the buses to the Rotary Club who in turn intended to donate the buses to the City of Rosarito, Mexico to be used for its student transportation needs. Since June 2019, Montebello Bus Lines identified two additional diesel buses that are available for surplus, increasing the total to seven (7).

Consistent with California Government Code Section 3735, a municipality has the authority to convey Surplus property by sale, transfer or lease. A municipality may also donate Surplus Property to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code. The Rotary Club is a charitable organization exempt under Section 501(c)(3).

Approve a Resolution Declaring Seven (7) Diesel Buses as Surplus Property and Authorization to Donate the Buses to the Rotary Club of Montebello

Page 2 of 2

To date, the Rotary Club has not had the opportunity to begin this project, and the pandemic has restricted traveling. Therefore, given the gap in time, the Department of Transportation is now requesting confirmation from the City Council that it intends to declare the seven (7) diesel buses as Surplus Property and further intending to donate the seven (7) buses to the Rotary Club of Montebello

If the City Council approves and authorizes the buses be donated to the Rotary Club, the Rotary Club would be responsible for removing the buses from the Montebello Bus Lines Lot and delivering the buses to the following Rotary Clubs:

- Four (4) buses will be deployed to the Rotary Club of Rosarito, Mexico.
- Two (2) buses will be deployed to the Rotary Club of Ensenada, Mexico.
- One (1) bus will be deployed to the Rotary Club of La Huerta, Mexico.

The Mayor of Rosarito previously agreed to fund all import fees, permits and the transportation of the buses from Montebello to Mexico.

FISCAL IMPACTS

There would be no fiscal impact to the City resulting from designating the Buses as Surplus Property and donating to the Rotary Club.

SUMMARY

Staff is recommending that the City Council adopt a Resolution declaring seven (7) diesel buses Surplus Property and provide guidance to City Staff regarding the donation of the buses to the Rotary Club of Montebello or other Rotary Clubs.

ATTACHMENTS:

- A. Attachment A – Draft Resolution – Declaring Seven (7) Diesel Buses Surplus Property
- B. Attachment B – Rotary Club Letter
- C. Attachment C – Administrative Policy - Capital Asset Policy VIC3

ATTACHMENT A

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
DECLARING SEVEN (7) DIESEL BUSES SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL BY DONATION

WHEREAS, the City of Montebello Capital Asset Policy states “surplus property shall be transferred or disposed of in manner which will best serve the common benefit of the City and its constituents per government code section 37350”; and,

WHEREAS, the City has determined that seven (7) diesel buses have reached their useful life; and,

WHEREAS, the City Council has reviewed the following list of surplus vehicles:

Asset #	Year	Make	Vehicle Identification Number	Years in Service
80370	2001	GILLIG	15GGD181711071982	19
80371	2001	GILLIG	15GGD181911071983	19
80372	2001	GILLIG	15GGD181011071984	19
80373	2001	GILLIG	15GGD181211071985	19
80374	2001	GILLIG	15GGD181411071986	19
80375	2001	GILLIG	15GGD181611071987	19
80376	2001	GILLIG	15GGD181811071988	19

WHEREAS, the City Council declaring that the seven (7) buses identified above constitute Surplus Property hereby intends to dispose of such City property by donation; and,

WHEREAS, the City has the authority to make such a donation to a non-profit agency classified under such category pursuant to Section 501(c)(3) of the U.S. Internal Revenue Service; and,

WHEREAS, the City has identified the Montebello Rotary Club as a non-profit under Section 501(c)(3) and intends to make a donation of the seven (7) buses to the Montebello Rotary Club.

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

Section 1. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2. The seven (7) buses listed in the Recitals are hereby declared to be Surplus Property.

Section 3. Pursuant to its authority to dispose of City property pursuant to Section 37350 of the Government Code, the City Council hereby authorizes the disposal of the seven (7) diesel buses by donation to the Montebello Rotary Club.

Section 4. The City Manager and/or his designee is hereby authorized to finalize the process for such donation including, but not limited to, granting access to the Montebello Rotary Club for the removal of the seven (7) diesel buses, and any and all necessary documentation required for the transfer of such property.

APPROVED AND ADOPTED THIS 9th DAY OF SEPTEMBER, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

ROTARY CLUB OF MONTEBELLO
PO Box 282, Montebello CA 90640



January 21, 2019

Mr. Tom Barrio
Transportation Director
City of Montebello
400 South Taylor Ave.
Montebello, CA 90640

Dear Mr. Barrio,

On behalf of the Montebello Rotary Club, I am requesting your support for the donation of 5 surplus diesel buses to be transferred to the City of Rosarito, Baja Mexico. It is my understanding that Montebello Bus Lines recently purchased a fleet of new CNG buses and will be retiring some older diesel buses later this summer. Since diesel buses can no longer be sold in California, my club was hoping your surplus fleet would be of marginal value and potentially available for donation to a very worthy cause.

The City of Rosarito, 30 minutes south of the California/Mexico border, is in desperate need of transportation for students from surrounding schools to the City's underutilized sports complex (soccer fields, basketball gym, 25-meter swimming pool, fitness gym). In addition, the City's arts center (CEART) lacks student transportation for its music, art and drama programs. The Mayor of Rosarito is very supportive of this project and has agreed to fund all importation fees, permits and the transportation of the buses from Montebello to Mexico. So essentially, there would be no out-of-pocket cost to the City of Montebello for this project.

Former Montebello Transportation Director Jack Gabig is a longstanding member of the Montebello Rotary Club and currently resides part-time in Rosarito. He would serve as the club's primary liaison on this project which will also be coordinated through the Rotary Club of Rosarito and the Rosarito Mayor's office.

The Montebello Rotary Club would greatly appreciate your consideration of this project request. We are always available to meet with you, the City Manager and/or City Council members at your convenience to discuss this further.

Most sincerely,

A handwritten signature in blue ink, appearing to read "Irma V. Avila".

Irma Avila
President, Montebello Rotary Club

CITY OF MONTEBELLO

NUMBER: VIC3

ADMINISTRATIVE POLICY

DATE: 08/23/2017

AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

D. Schuyler

PURPOSE

To define practices and procedures to ensure that capital assets of the City are adequately controlled, accounted for, properly disposed of and reported in accordance with the requirements of the Generally Accepted Accounting Principles (GAAP), Title 2 U.S. Code of Federal Regulations Part (CFR) 200, *Uniform administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, issued by the Office of Management and Budget, and other applicable State regulations.

APPLICATION

This policy applies to all departments of the City of Montebello.

RESPONSIBILITIES

Department Responsibilities

Each department is responsible for:

- i. identifying capital assets based on capitalization criteria outlined in this policy and flagging them appropriately when creating Purchase orders in the Financial system
- ii. physically tagging of capital assets
- iii. assessing the condition and functionality of existing capital assets
- iv. submitting asset transfer and disposal forms to Finance timely
- v. performing a physical inventory of capital assets by August 15th biennially and submit the results to Finance Department for reconciliation to the financial system records.

The City Department Heads are responsible for ensuring that proper budgeting, purchasing, safeguarding and disposing guidelines are followed in their departments.

Finance Department Responsibilities

The Finance Department is responsible for the financial and accounting duties of this policy including: reviewing, maintaining accurate and up-to-date records, proper financial classification and financial reporting of capital assets identified by individual department as mentioned above.

CITY OF MONTEBELLO
ADMINISTRATIVE POLICY

NUMBER: VIC3
DATE: 08/23/2017
AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

DEFINITIONS

Acquisition Date: The date the City took ownership of the asset.

Buildings: are structures that are physical property of a permanent nature that enclose people, equipment, services or functions.

Building Improvements: are additions or improvements to buildings that increase the value or extend the useful life of a building.

Capital Assets: include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, capital leases, and all other tangible or intangible assets which are acquired (purchased, constructed or donated) that are used in the City's operations and have initial useful lives of one year or more.

Capital lease: is a lease that substantially transfers all the benefits and risks of ownership of the property to the City at the end of the lease term.

Capitalization: is the method of recording an item as an asset in the City financial system rather than an expense for external financial reporting purposes.

Capitalization date: is the date when the asset is available for use, i.e. when it is in the location and condition necessary for it to be capable of operating in the manner intended by management.

Capitalization Threshold: The measure of value placed on an individual asset to determine its qualification for capitalization or expense in the financial records, and includes all costs to put the asset in service (shipping, installation costs, etc...).

Construction in progress: contains amounts expended on new construction, land or building improvements, or other tangible capital construction projects that will be finished in a future year.

CITY OF MONTEBELLO
ADMINISTRATIVE POLICY

NUMBER: VIC3
DATE: 08/23/2017
AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

Depreciation: A methodology that amortizes the cost of the asset over its useful life to reflect declining service capacity using an acceptable basis.

Donation: the transfer of ownership of property for no consideration or for a value less than the reasonable fair market value of the property.

Fair Market Value: The estimated value of the asset for which it would be exchanged between a willing buyer and seller when neither is forced into the exchange. In simpler terms, fair market value is what it would cost the City to acquire the asset. This is generally used in place of historical cost in a donated asset situation.

Fixed Assets: include land, building and improvements

Historical Cost: The value placed on the asset at the time of acquisition, including ancillary costs (value of trade-ins, shipping costs, installation costs, etc...).

Infrastructure Assets: are long-lived capital assets that normally stationary in nature and can be preserved to a significantly greater number of years than most capital assets. Examples include: roads, bridges, water and sewer systems, drainage systems, lighting system, and electrical and gas lines.

Intangible Asset: is an asset that lack physical substance and are non-financial in nature. Examples include: easements and rights, patents, trademarks, copyrights, computer software that is purchased, licensed or internally generated (including websites) as well as outlays associated with an internally generated modification of computer software.

Internally Generated Computer Software: Computer software is considered internally generated if it is developed in-house by City personnel or by a third-party contractor on behalf of the City. Commercially available software that is purchased or licensed by the City and modified using more than minimal incremental effort before being put into operation should be considered internally generated. Any of the following activities would satisfy the "modified using more than minimal incremental effort" criterion: changing code, changing fields, adding special reporting capabilities, and testing any changes.

SUBJECT: CAPITAL ASSET POLICY

Internally Generated Intangible Assets: are intangible assets created or produced by the government or an entity contracted by the City, or they are acquired from a third party but require more than minimal incremental effort on the part of the City to begin to achieve their expected level of service capacity.

Moveable Assets: include vehicles, furniture and equipment that are freestanding and not permanently affixed to a structure or building.

Residual value: is the amount that can be anticipated to be recovered when the asset is no longer useful for its intended purpose.

Rolling stock: transit vehicles such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as vehicles used for support services.

Software upgrades and enhancements: are upgrades and enhancements to existing functionality which enable the software to perform additional features that are software extensions and new functionality or "bolt-on" previously not incorporated into the software design.

Surplus: City's property that are no longer needed, obsolete, unserviceable, junk, scrap or otherwise no longer suitable for their original purpose.

Tangible Asset: is an asset that has a physical form.

Useful Life: The period of time the asset will be of service to the City.

**CAPITALIZATION
POLICY**

In general, assets that meet all three (3) criteria listed below will be capitalized, otherwise they will be expensed in the period incurred.

1. Intended use: the asset must be used in the City's operations.

As a general rule, items acquired for investment or for resale will not be capitalized. For example: A parcel of land acquired to serve as the site of a new fire station would be considered a capital asset, but not

CITY OF MONTEBELLO
ADMINISTRATIVE POLICY

NUMBER: VIC3
DATE: 08/23/2017
AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

an identical parcel of land acquired for subsequent “resale” to a private-sector business as part of a redevelopment program.

2. Useful life: the asset must have a useful life of at least one (1) year or more.
3. Capitalization threshold: the asset must have a unit acquisition cost of \$5,000 or more, except for land and infrastructure. Costs are further discussed in the subsequent section of the policy.

All lands and infrastructure are capitalized regardless of costs.

- a. The threshold is established from a perspective of the requirements of sound financial reporting. It is not intended to replace other more effective and efficient of control over all City’s assets, including smaller items that are under the capitalization threshold.
- b. The capitalization threshold applies to individual items rather than to groups of similar items. For example, ten chairs purchased through a single purchase order each costing \$1,000 will not qualify for capitalization even though the total cost of \$10,000 exceeds the threshold of \$5,000.
- c. The capitalization threshold applies to a group of assets in limited circumstances when these components are purchased at the same time whose defined purpose is to work exclusively and collectively with one another, their independent operation is not feasible and replacement of which is intended as a whole. For example, a police vehicle, special computer hardware and emergency equipment installed on the vehicle will be treated as a single capital asset when applying the threshold.
- d. Computer software licenses purchased/renewed will not be aggregated unless the software falls into category mentioned in section (b) above. Each individual license purchased/renewed will be measured against the City’s threshold and the useful life must

SUBJECT: CAPITAL ASSET POLICY

extend beyond a single reporting period in order for the license to be capitalized.

➤ **Leased assets will be subject to capitalization if the related lease agreement meets any of the following criteria of a capital lease:**

- i. The lease transfers ownership of the property to the lessee by the end of the lease term.
- ii. The lease term contains a bargain purchase option.
- iii. The lease term is equal to 75% or more of the estimated economic life of the leased property. (*)
- iv. The present value of the minimum lease payments at the inception of the lease, excluding executory costs, equals at least 90% of the fair market value of the leased property.

**The last two criteria do not apply when the asset is already in the last quarter of its economic life, which includes the asset's economic life prior to the lease.*

Any lease which may be cancelled at any time (with no more than nominal advance notification or nominal penalty) by either lessor or lessee, is not a capital lease, and will be excluded from capitalization.

ACQUISITION

When purchasing/acquiring/constructing of capital assets, departments must follow the appropriate purchasing procedures set forth in Administrative Policy number VI-B-1.

If the assets meet the capitalization criteria set forth in this policy, the department must flag these items appropriately when creating purchase orders (PO) in the financial system.

If multiple items on the PO (or multiple POs) work exclusively and collectively as a system (as mentioned in "Capitalization" section 3.b.), the department must also appropriately identify and note on the PO(s) as such.

CITY OF MONTEBELLO
ADMINISTRATIVE POLICY

NUMBER: VIC3
DATE: 08/23/2017
AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

VALUATION

Below is a summary of valuation methods for capital assets:

Asset type	Valuation method for capitalization
All capital assets excluding donated assets & capital leases	Historical costs or estimated historical costs when no historical record exists
Donated Assets (include surplus property purchases at nominal prices far below actual value)	Fair market value on the date received
Capital Lease Assets	Present value of future minimum lease payments (which should be equal to the cash purchase price as of the inception date of the lease)

CAPITALIZED COSTS

A. Eligible costs for capitalization

- i. Costs necessary to place the asset in its intended location (e.g. shipping costs, legal costs and title fees).
- ii. Costs necessary to place the asset in its intended condition (e.g. surveying fees, demolition costs, transportation costs, installation and site preparation charges).
- iii. Interest capitalization is required if debt is outstanding in an enterprise fund or business-type activity, even if the debt is unrelated to the capital asset being acquired or constructed.
- iv. Costs for additions or improvements (excluding repairs) that either enhance the functionality or extend the expected useful life of the asset (e.g. adding a lane or road).
- v. Preservation costs that significantly extend the useful life of an asset beyond its original estimated useful life, but do not increase the capacity of the asset. Examples are seismic retrofitting bridges and reconstructing, recycling, or overlaying pavement.

B. Costs Unique to Specific Asset Classification

Land: Land costs, in addition to the purchase price, may include legal and title fees, survey fees, appraisal and negotiation fees, relocation costs, site preparation costs (clearing, filling and leveling), condemnation and demolition of unwanted structures. Receipts from sales of salvage should be credited against land costs.

Buildings and Structures: Building and structure costs may include purchase or construction costs (including retainage); professional fees for engineers, architects, attorneys, appraisers, financial advisers, etc.; payment of damage claims; costs of fixtures attached to the building or other structure; insurance premiums; interest and related costs incurred during the period of construction and other expenditures necessary to put the building or structure in use. Costs should be reduced for: sale of salvage from materials charged against the construction, discounts/allowances/rebates secured, amounts recovered through surrender of liability and casualty insurance.

Infrastructure: include all costs in connection with their acquisition such as: construction or purchase costs, engineering, surveyor and architect fees, insurance costs related to construction, permit or license fees.

Intangible Assets: For internally generated intangible assets, outlays incurred by the government's personnel, or by a third-party contractor on behalf of the government, for development of internally generated intangible assets should be capitalized.

Internally generated computer software: outlays incurred during the application development stage will be capitalized if they exceed the threshold. These outlays include the initial purchase of the computer software/license and modifications made to the software before it is placed into operation.

The development and installation of internally generated computer software can be grouped into three stages:

1. **Preliminary Project Stage:** involves conceptual formulation and evaluation of alternatives, determination of the existence of needed

technology and final selection of alternatives for development of the software. Expenditures during this stage should be expensed as incurred.

2. **Application Development Stage:** includes the design of the chosen path (i.e., software configuration, software interfaces), coding, installation to hardware, and testing. Data conversion activities could be included in this phase if those activities are deemed necessary to make the software operational. Capitalize all expenditures during this stage. Capitalization should cease when the computer software is substantially complete and operational.

3. **Post-Implementation/Operation Stage:** includes application training and software **maintenance**. Data conversion activities would be included in this stage if not deemed necessary to make the software operational. Expenditures during this stage should be expensed as incurred.

C. **Ineligible costs:** include but are not limited to the following

- i. Costs incurred before acquisition has become probable, such as feasibility studies
- ii. Maintenance/Repairs are expenditures which neither materially add to the value of property nor prolong its life, but merely keep it in an ordinary efficient operating condition. These expenditures shall not be capitalized.
- iii. General administrative overhead costs
- iv. Training to operate equipment or software
- v. Maintenance agreements including software maintenance agreements or licenses
- vi. Travels and meals
- vii. Slurry seal of pavement
- viii. Undergrounding of utilities (e.g. phone, cable, electricity, gas).
- ix. Data conversion costs, if not required for software to operate in the manner intended.

ACCOUNTING

Finance department will review all flagged assets in the system, apply the appropriate valuation/costing method, and record the assets in the financial

CITY OF MONTEBELLO**NUMBER: VIC3****ADMINISTRATIVE POLICY****DATE: 08/23/2017****AUTHORITY: C/ADMIN****SUBJECT: CAPITAL ASSET POLICY**

system. All capitalized assets will be recorded into the City's financial system with all but not limited to the following information:

- Asset number
- Asset Description
- Acquisition Date
- Capitalization Date
- Asset Value (i.e. capitalized costs)
- Asset useful life
- Method of Acquisition (Purchased/Donated/Leased)
- Date and method of retirement
- Location (Department/Building/Room)
- Responsible/Assigned Employee
- Funding source (s)
- Vendor name (if purchased)
- Unique Identification number (e.g. serial numbers, VIN, license number, city vehicles number, etc...)
- Lease Contract number (applicable to capital lease assets only)

Accounting for Capital Assets in Business-type funds

Capital assets acquired for use in proprietary or internal service fund operations are considered "fund assets" and should be accounted for within the appropriate fund. Depreciation expense shall also be recorded in those funds.

Accounting for Capital Assets in governmental funds

Capital assets, other than those accounted for in Business-type funds shall be reported in the Capital Assets Fund, which keeps track of these assets separately for financial reporting purpose. Likewise, depreciation of these assets shall be calculated and accumulated depreciation maintained in this fund for disposition and cost accounting purposes.

**DEPRECIATION
AMORTIZATION**

All capital assets are subject to depreciation/amortization, except for inexhaustible capital assets.

1. Depreciation/ Amortization method: Capital assets are depreciated/amortized over their estimated useful life using straight-line method beginning the month after the capitalization date.

$$\text{Annual Depreciation/ Amortization} = \frac{\text{Cost - Residual Value}}{\text{Number of useful life (yrs)}}$$

Inexhaustible capital assets such as land are almost always not depreciated. However, in certain cases, the economic value of land may, in fact, be depleted through use (e.g., land used as a site for toxic waste or as a source of gravel or ore). In such cases, the land would be depreciated to reflect this depletion.

Intangible assets should be amortized over their useful life. Intangibles that have no legal, contractual, regulatory, technological, or other factors limiting their useful life (e.g. permanent right-of-way) are considered to have indefinite useful life and will not be amortized.

2. Useful life: should approximate the time an asset will provide service to the City. When determining useful life of an asset, the acceptable methods include but are not limited to the following:
 - a. Generally accepted accounting principles.
 - b. Independent evaluation.
 - c. Manufacturer's estimated useful life.
 - d. Internal Revenue Service guidelines.
 - e. Industry standards.
 - f. City staff professional judgement/experience
 - g. An independent auditor who needs to concur that the useful life is
 - reasonable for depreciation purposes.
 - proven useful life developed at a Federal test facility.

CITY OF MONTEBELLO**NUMBER: VIC3****ADMINISTRATIVE POLICY****DATE: 08/23/2017****AUTHORITY: C/ADMIN****SUBJECT: CAPITAL ASSET POLICY**

Below is a summary of major asset classes and their useful life ranges for depreciation/amortization purpose:

Asset class		Useful life (in yrs)
Land (not including land held for resale)		Infinite (non-depreciable)
Construction in progress		Not depreciated until completed
Infrastructure		20-75 years
Intangibles (excluding software)		5 years-Infinite
Land improvements		20-30 years
Buildings & improvements		10-40 years
Machinery & Equipment (including computer software & hardware)		5-10 years
Vehicles	All other vehicles (excluding Transit)	4-7 years
	Firefighting & Paramedic vehicles	8-15 years
	Heavy-duty Trucks & Vans	8-10 years
	Large, heavy duty transit buses (approx. 35'-40')	12 years
	Small, heavy duty transit buses (approx. 30')	10 years
	Medium, medium-duty transit buses (approx. 25'-35')	7 years
	Medium, light-duty transit buses (approx. 25'-35')	5 years
	Other light-duty vehicles used as equipment and in transport of passengers (revenue service) such as regular and specialized vans, sedans, demo models, light-duty buses and all bus models exempt from testing in the current 49 CFR part 665	4 years

**FINANCIAL
REPORTING**

Capital assets shall be reported in the City's Comprehensive Annual Financial Report (CAFR) as follows:

- ❖ All capital assets are reported in the government-wide financial -Statement of Net Position

- Capital assets that are being or have been depreciated are reported net of accumulated depreciation.
- Capital assets that are not being depreciated, such as land, shall be reported separately.
- ❖ Depreciation expense shall be reported by function in the Statement of activities. Depreciation expense for capital assets that can specifically be identified with a function should be included in its direct expenses. Depreciation expense for “shared” capital assets (for example, a facility that houses the police department, the building inspection office, and the water utility office) should be ratably included in the direct expenses of the appropriate functions. Depreciation expense for capital assets such as a city hall or a state office building that essentially serves all functions is not required to be included in the direct expenses of the various functions.
- ❖ Capital assets are also reported in a condensed Statement of Capital Assets (net of depreciation) in the Management’s Discussion and Analysis section of the CAFR.
- ❖ Note Disclosure Requirements
 - Capital assets are divided into major classes as well as between those associated with governmental activities and those associated with business-type activities.
 - Information presented about major classes of capital assets should include:
 - a. Beginning- and end-of-year balances (regardless of whether beginning-of year balances are presented on the face of the government-wide financial statements), with accumulated depreciation presented separately from historical cost
 - b. Capital acquisitions
 - c. Sales or other dispositions
 - d. Current-period depreciation expense, with disclosure of the amounts charged to each of the functions in the statement of activities.

CITY OF MONTEBELLO**NUMBER: VIC3****ADMINISTRATIVE POLICY****DATE: 08/23/2017****AUTHORITY: C/ADMIN****SUBJECT: CAPITAL ASSET POLICY**

- Capital assets that are not being depreciated should be disclosed separately from those that are being depreciated.
- The policy for capitalizing assets and for estimating the useful lives of those assets.

CUSTODY & CONTROL

Each of the operating department has the accountability and responsibility for the property issued to, or purchased by, their respective departments.

The City assets should be stored in appropriate areas for effective custody and control. Storage areas shall be clean, organized, limited to authorized personnel, properly lighted, and arranged for short-term and long-term preservation.

Each of the department and division must designate a point-of-contact for questions regarding availability, condition and usage of the asset, as well as the contact during the physical inventory process.

The designees shall examine the asset to make sure that no damage was incurred during shipment and to make sure that the asset was received in working order.

Department managers or designees shall periodically measure and quantify the condition of assets. They shall work in cooperation with Corporate Shop personnel as applicable in arranging for necessary preventive maintenance and any needed repairs to keep the asset in working condition.

Whenever the asset changes rooms, is transferred to another department, or is disposed of, the designees must ensure this information is processed per the disposal/transfer guidelines. The designees shall notify the Finance Department of any change to capital asset records and submit the relevant paperwork no later than fifteen (15) working days after the change takes place.

The Department shall notify the Finance Department any change in designee in charge of capital assets.

CITY OF MONTEBELLO
ADMINISTRATIVE POLICY

NUMBER: VIC3
DATE: 08/23/2017
AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

Tagging of Capital Assets

Tagging is an important and efficient mechanism for effective custody and control of capital assets. Each department and its designee shall be responsible for the tagging of capital assets. A tag is a bar coded label with a unique asset number from the financial system, that is affixed to each asset. The tag should be placed in an inconspicuous, but accessible place on the asset, for example, on the back of a computer or the inside leg of a chair.

In general, tagging of capitalized assets mostly applies to movable assets such as vehicles, machinery, equipment and furniture applies, and when it is physically possible and practical to do so.

Tagging does not apply to fixed assets such as land and buildings or any asset that tagging might cause a dangerous condition for staff or impact the operating performance of the item. For these untagged items, the department shall manually keep track of the exact location for those items and refer to this during the biennial physical inventory.

Assets purchased with Federal funds

A different set of tags will be used for capital assets purchased/acquired with Federal funds identifying the funding source(s).

Physical Inventory of Capital Assets

Every two (2) years by August 15th, each Department shall conduct a physical inventory of all capital assets using the list provided by the Finance Department. This listing will include all the property for which the department is responsible.

The results of the physical inventory shall be reviewed and signed by the Department Heads and returned to Finance Department within ten (10) working days. A copy shall be retained by the department for their files. Finance will review the results, and with the assistance of the department, resolve any variance and make the necessary adjustment in the financial system.

Control over certain non-capitalized items

Although not all capital asset items are capitalized due to the Capitalization threshold for practical purpose, as recommended by the Government Finance Officers Association "GFOA" Best Practice, "Control Over Items That Are Not Capitalized", this policy sets forth procedures to ensure that adequate control is maintained over any "controlled capital-type" items that fall within the following categories:

- Items that require special attention to ensure legal compliance. (e.g., items acquired with Federal grants);
- Items that require special attention to protect public safety and avoid potential liability. (e.g., police weapons);
- Items that require special attention to compensate for a heightened risk of theft (e.g., walk away items such as: cellphones, computers, cameras, small equipment)

Each department and its designee (s) are responsible for identifying all "controlled capital-type" items as described above and tracking them separately. This information including designee responsible for them should be documented and communicated to the Finance Department. Changes in designee(s) should also be documented and communicated.

At the close of each fiscal year, each department designee(s) shall prepare a report that provides a complete list of those items, along with explanation of changes from the previous year. A designated manager/supervisor shall review and sign the report to certify that those lists are (1) on file and available for inspection and (2) reliable and complete. The report then shall be submitted to the Finance Department.

No less than once every two (2) years, the Finance Department designee(s) will periodically verify the data on controlled capital-type items on file in each department to ensure their reliability and completeness.

CITY OF MONTEBELLO

NUMBER: VIC3

ADMINISTRATIVE POLICY

DATE: 08/23/2017

AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

DISPOSITION
AND TRANSFER

No property shall be transferred/disposed of without approval from the City Manager. The requesting department must complete transfer/disposition form in attachment A of this Policy for all property except for vehicles. For transfer/disposition of vehicles, refer to Administrative Policy XII-B2 guidelines attached.

Note: In accordance with Federal regulations, the disposition of any property acquired with Federal funds will be reported to the federal awarding agency within 90 days of contract or grant completion.

Surplus Property

Surplus items are those that are no longer used in the City's operations. Each department shall submit a written request to the City Manager or designee when the department seeks to have any City property under its jurisdiction declared to be surplus.

The Finance Director, or designee, will determine if any surplus property was purchased through grant funds, and whether such items can be surplused under the provisions of the grant.

Surplus property shall be transferred or disposed of in a manner which will best serve the "common benefit" of the City and its constituents per government code section 37350. To serve these interests, the City will first consider reassignment of the surplus property to another department. When none of the department can use the property, the property then can be disposed of using the following method:

- Exchange/Trade in
- Sale
- Discard
- Donate

Costs of disposal will be considered in determining the best method of disposal of surplus property. Whenever possible and advantageous to the City, surplus property will be sold at public sale or auction. When in the

CITY OF MONTEBELLO

NUMBER: VIC3

ADMINISTRATIVE POLICY

DATE: 08/23/2017

AUTHORITY: C/ADMIN

SUBJECT: CAPITAL ASSET POLICY

opinion of the Finance Director or designee a better return may be received through direct contact with manufacturers, resellers, or users of specialty item(s), then that method of sale will be utilized.

Sale proceeds less direct costs from any sale shall be returned to the specific fund from which the surplus property was originally purchased.

The surplus disposal to **City employees** will be only through a competitive process open to the public. Employees who have been responsible for declaring any item surplus may not bid on that item. These provisions do not apply to surplus property that is to be discarded.

No warranty of surplus property is provided by the City and is disposed of "as is" without warranty, express or implied, as to condition or usability.

The City's intention is to award and transfer surplus property to the highest bidder. **If a mistake is made**, an attempt to correct it will also be made; however, the City offers no guarantees and accepts no liabilities for completion of sale(s) other than to return any applicable funds received.

A written record of the disposal of all surplus property will be maintained by the Finance Department for five (5) years.

Note: Please refer to Administrative Policy number XII-B-2 for guidelines on surplus vehicles.

PERIODIC REVIEW

These guidelines are not meant to cover all possible situations regarding capital assets. The Finance Department shall review this policy periodically and make recommendations for revision, as needed.

**ATTACHMENT A
CITY OF MONTEBELLO**

REQUEST TO TRANSFER/ DISPOSAL ASSETS

For transfer or disposal of Vehicles, refer to Administrative policy XII-B2 guidelines

DEPARTMENT: _____

DEPARTMENT LOCATION: _____

DESCRIPTION OF SURPLUS PROPERTY _____

ACCOUNT NO. CHARGED: _____

SERIAL/ MODEL/ I.D. NO.: _____

TAG NO.: _____

DATE ACQUIRED: _____

APPROXIMATE COST WHEN ACQUIRED: _____

REASON OF TRANSFER/DISPOSAL: _____

IF MERE TRANSFER, INDICATE WHERE ASSET WILL BE TRANSFERRED:

IF TRADED-IN, WHAT TRADE -IN VALUE RECEIVED: IF _____

TRADED-IN, WHICH ASSET IS BEING PURCHASED: _____

Requested By: _____

Department Head / Supervisor's Signature

City Manager's Signature

PLEASE SEND ORIGINAL COPY TO FINANCE DEPARTMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Approve Sole Source Agreements with New Flyer Parts and Wayne Electric Company for the Purchase of Maintenance Related Bus Parts**

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a sole source agreement for the purchase of bus parts in the total amount not-to-exceed \$150,000 with New Flyer Parts for the current Fiscal Year (FY 2020-21); and
- 2) Approve a sole source agreement for the purchase of bus parts in the total amount not-to-exceed \$65,000 with Wayne Electric Company for the current Fiscal Year (FY 2020-21); and
- 3) Take such additional, related action that may be desirable.

BACKGROUND

Montebello Bus Lines (MBL) has a fleet of 66 buses that require regular maintenance throughout the fiscal year. The most efficient and cost effective way to purchase these items is to establish a blanket purchase order with the primary companies that supply the maintenance and replacement parts. There is no feasible means to predetermine exactly what type or quantity of parts will be needed to be replaced on these buses throughout the year.

Items may include but are not limited to the following:

- New Flyer Parts: Headlights, fan control modules, clamps, windshield wipers, coolants, air bags, and thrust washers.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 9, 2020
Approve Sole Source Agreements with New Flyer Parts and Wayne Electric Company for the Purchase of Maintenance Related Bus Parts
Page 2 of 2

- Wayne Electric Company: EMP alternators, air conditioning compressors, and toggle switches.

The dollar value of the proposed sole source agreements and purchase orders is based on prior year's expenditures, as shown below:

Vendor	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21 <i>(Anticipated Expenditures in Total)</i>
New Flyer Parts	\$303,849	\$150,452	\$125,443	\$150,000
Wayne Electric Company	\$93,341.53	\$82,384.33	\$63,485	\$65,000

New Flyer Parts is the sole proprietor of a number of parts for the New Flyer bus. For this reason, the most advantageous approach is to secure a sole source agreement and enter into a blanket purchase order for \$150,000. MBL staff will obtain price quotes for other parts awarding purchases to the lowest and best vendor for each.

FISCAL IMPACTS

Funds for the Blanket Purchase Orders have been approved in the FY 2020-21 Transit Corporate Shop budget, Account No. 600-90-915-6080.50.

Additional funds have been approved in the Transportation Department's Capital Project Budget utilizing Associated Capital Maintenance, Account No.270-9063-2018-003.

SUMMARY

Staff is recommending that the City Council approve sole source agreements with New Flyer Parts in the total amount not-to-exceed \$150,000 and with Wayne Electric Company in the total amount not-to-exceed \$65,000 for bus parts, and direct staff to take such additional, related, action that may be desirable.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Approve Proposed Job Specifications, Amend the Table of Organization, and Amend the Classification and Compensation Plan for Newly Proposed Positions in the Fire Department**

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve proposed new job classifications and salary ranges for Social Worker Supervisor, Field Response Case Coordinator (Case Manager) and Firefighter/Paramedic Trainee; and,
- 2) Increase the Fiscal Year 2020-21 Budgeted Number of Full-Time Equivalent (FTE) in the Fire Department by a total of Six (6.0) Positions; and,
- 3) Take such additional, related actions that may be desirable or necessary.

BACKGROUND

The Fire Department has undertaken a thorough review of its operations, staffing plan, recruitment processes and recently expanded mission scope. This review has determined that new position classifications are needed in order for the Department to meet current and future service demands as well as meet recruiting needs to remain staffed at optimal levels. The proposed new job classifications will serve two primary purposes: 1) assist with homeless response; and, 2) provide an improved recruitment “pipeline” for new Firefighter/Paramedic trainees.

Therefore, the City Council is being asked to approve three new job classifications (Attachments A, B and C) and associated salary ranges, and increase the Fire Department’s total full-time equivalent (FTE) for FY 2020-21 by six (6.0).

Homeless Services Response

The Fire Department has recently expanded its scope and mission to include a comprehensive homeless response program. Current staffing levels in the Fire Department are inadequate to provide the necessary capacity and expertise needed to

APPROVE PROPOSED JOB SPECIFICATIONS, AMEND THE TABLE OF ORGANIZATION, AND AMEND THE CLASSIFICATION AND COMPENSATION PLAN FOR THE NEWLY PROPOSED POSITIONS IN THE FIRE DEPARTMENT

Page 2 of 5

fully implement the City's vision related to combating homelessness. Therefore, it is necessary to propose the creation of two new job classifications that will provide appropriate levels and expertise as the City pursues its strategic homeless prevention and diversion efforts: Social Worker Supervisor and Field Response Case Coordinator (Case Manager) (Attachments A and B).

The new Social Worker Supervisor will oversee the development and implementation of the Montebello Community Assistance Program (MCAP) and will support the City's Plan to Combat and Prevent Homelessness. In addition, this position will provide direct services, such as behavioral screenings, field based services, crisis intervention and linkage to care and/or supportive services. The new Field Response Case Coordinator (Case Manager) will provide case management to provide supportive services, including assessments for immediate health related needs for those experiencing homelessness or at-risk of homelessness.

The proposed new job classifications – and additional Fire Department positions – will support the Department in serving at-risk vulnerable populations, including those impacted by homelessness. Grant funding will be available to support these positions and their activities (e.g., MCAP, San Gabriel Valley Council of Governments, etc.) In addition, the City will be receiving additional Community Development Block Grant (CDBG) funding specifically earmarked for COVID-19 response related activities.

The positions will supplement the duties and activities of the Department's incumbent Deputy Director, and provide her with much needed staffing and technical expertise as the City implements its strategic approach to addressing homelessness in Montebello.

Firefighter/Paramedic Trainee

Also, the Fire Department is proposing the Firefighter/Paramedic Trainee job classification (Attachment C) that will address areas of engagement and recruitment and improve the Departments operations. Montebello Fire has encountered the need to constantly recruit, as incumbent Firefighters transfer to other departments or retire. It takes over a year to recruit, train and orient a new member to the Department. The time commitment and related cost constantly drains resources as positions need to be filled to maintain appropriate staffing levels.

In an effort to address the need for new staff, and minimize the time and dollar impact in recruiting, the Fire Department is proposing the Firefighter/Paramedic Trainee job classification. Similar to the City's current Police Cadet classification and associated program, the Firefighter/Trainee would provide well-trained and dedicated personnel to fill positions within the Department. The Firefighter/Paramedic Trainee will perform emergency medical services as certified paramedics and perform fire service duties while working in a training capacity. This arrangement will offer the opportunity to engage a

APPROVE PROPOSED JOB SPECIFICATIONS, AMEND THE TABLE OF ORGANIZATION, AND AMEND THE CLASSIFICATION AND COMPENSATION PLAN FOR THE NEWLY PROPOSED POSITIONS IN THE FIRE DEPARTMENT

Page 3 of 5

diverse workforce, and support local employment opportunities for youth and young adults interested in working in the fire service, while developing community engagement.

Having this classification will allow the Fire Department to make a commitment to potential Firefighters, support them through paramedic school and add them to the City's firefighting force. Utilizing this classification will ultimately reduce staff turnover and is a more economical approach to filling vacancies in the Firefighter classification.

Increase to Department FTE

The Fire Department is requesting a total increase in personnel of six (6.0) full-time equivalent positions. This provides one each at the Social Worker Supervisor and Case Manager level, and four Firefighter/Paramedic Trainees. Adding four Trainees to the Department's Table of Organization allows for flexibility when recruiting. Depending on the number of eligible candidates, as well as the number of spots in a paramedic school, this staffing level allows the Department to adjust as needed.

The requested new positions are presented in the table below:

Position	FTE
Social Worker Supervisor	1.0
Field Response Case Coordinator (Case Manager)	1.0
Firefighter/Paramedic Trainee	4.0
Total FTEs	6.0

The proposed salaries (monthly) are show below:

Job Classification	Min	Max
Social Work Supervisor	\$ 5,513	\$ 6,704
Field Response Case Coordinator	\$ 2,930	\$ 3,596
Firefighter/Paramedic Trainee	\$ 3,080	\$ 3,931

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as

APPROVE PROPOSED JOB SPECIFICATIONS, AMEND THE TABLE OF ORGANIZATION, AND AMEND THE CLASSIFICATION AND COMPENSATION PLAN FOR THE NEWLY PROPOSED POSITIONS IN THE FIRE DEPARTMENT

Page 4 of 5

defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

Total impact to the City's FY 2020-21 budget of adding and filling these six positions is estimated at \$152,600 (six month cost). This amount assumes all six positions would be filled by January 2021. The additional expenditure estimate represents the estimated fully burdened cost of the positions (i.e., salary plus benefits).

The Firefighter/Trainee positions would impact the General Fund, with an estimated six month cost of \$74,000 (4.0 FTE x 6 months x \$3,080/month). These are part-time positions not eligible for benefits, hence total impact to the General Fund in FY 2020-21 is minimal. There is no need to amend the FY 2020-21 General Fund budget, as salary savings from upcoming retirements will more than cover the part-time salary costs. Future budgets will include sufficient budget in part-time salaries to account for Trainees hired.

The Social Worker Supervisor and Field Response Case Coordinator (Case Manager) positions will be funded utilizing grant awards. It is estimated these two positions will have a six month fully burdened cost of \$78,700. (This estimated was derived by using the mid-range of the salary range for each position, adding a forty percent burden rate, and pro-rating for the remaining six months of the fiscal year, assuming a January 2021 start date).

The City will be able to request up to \$215,000 in reimbursable costs through a homeless services grant administered by the San Gabriel Valley Council of Governments. In addition, there will be other sources of funding (i.e., CDBG CV) to help offset these and related homeless prevention program expenditures. The funding and related budget amendments for the grant awards are being handled through separate City Council action.

SUMMARY

City Council is being asked to approve proposed job specifications and salary ranges for Social Worker Supervisor, Field Response Case Coordinator (Case Manager) and Firefighter/Paramedic Trainee.

APPROVE PROPOSED JOB SPECIFICATIONS, AMEND THE TABLE OF ORGANIZATION, AND AMEND THE CLASSIFICATION AND COMPENSATION PLAN FOR THE NEWLY PROPOSED POSITIONS IN THE FIRE DEPARTMENT

Page 5 of 5

ATTACHMENT(S):

Attachment A- Social Worker Supervisor Job Description

Attachment B- Field Response Case Coordinator (Case Manager) Job Description

Attachment C- Firefighter/Paramedic Trainee Job Description

Attachment D- Fire Department Organizational Chart FY 2020-21 (Updated)

CITY OF MONTEBELLO

SOCIAL WORKER SUPERVISOR

The City of Montebello, Fire Department is currently seeking a highly skilled and passionate Social Worker Supervisor to perform clinical, administrative, and management duties and responsibilities in the Montebello Community Assistance Program (MCAP). This position performs complex duties within a field-based response team, serving individuals impacted by homelessness and other vulnerable populations.

The ideal candidate will be knowledgeable in behavioral health programs, especially those targeting specialized populations, and will possess experience with clinical skills, program management, and implementation of innovative crisis response and supportive service programs.

DEFINITION:

Under direction of the Deputy Director, provides psychosocial needs assessments and behavioral services for at-risk clients and their families to assist them in solving their medical and social problems and in making effective use of the healthcare system; and performs related duties as assigned. In addition, will coordinate and supervise the case manager(s) assigned to the program; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

Social Workers independently provide a broad range of assessment, casework, counseling, treatment planning and crisis intervention consultative services to clients and/or their families in a clinic or home setting and assist in facilitating client progress through the healthcare system by monitoring their physical and mental states of health. Incumbents work with a multi-disciplinary team to development medical treatment plans and collaborate with other agencies and professionals in the community to coordinate care. Incumbents may serve as a social work team coordinator with responsibility for case management and consultation with other team members. Coordination of program and oversight of staff assigned to program.

Essential Duties:

- Works with first responders in field based health team to develop individualized treatment and service plans; encourages participation in the health care system through education; assesses and helps remove barriers to client's utilization of health care services; refers client to community resources for services in accordance with treatment plans; monitors and tracks client status; represents clients' needs and rights to providers and community in a variety of settings.
- Conducts psychosocial assessments of individuals, caregivers and/or families to determine social, economic, vocational, physical and mental health needs.
- Analyzes assessment findings to determine factors involved in clients' health problems; obtains relevant health information.

- Ability to conduct crisis-intervention and debriefing situations; Evaluates, coordinates and arranges for immediate service or treatment to address crisis situations.
- Prepares medical/social case summaries and reports; documents assessments, diagnoses and treatment plans, progress notes and treatment summary-related information as required by Medicare, Medi-Cal and other mandated regulations according to established procedures; prepares correspondence involving social evaluation of client, client follow-up and related matters; keeps required statistics.
- Informs and educates clients' family members about mental and/or physical health issues.
- Works with departmental, interagency and community task forces and committees to identify gaps in services for clients served. Provide outreach services, and conduct community education, if needed. Attends training programs, continuing professional education seminars and workshops.
- Will serve as a coordinator with responsibility for case management and consultation with other team members.
- May arrange transportation for a client to medical, social, educational and/or other services.
- Regular attendance is an essential function of this classification.

EMPLOYMENT STANDARDS

Knowledge of:

- Social work theory, principles and practice, including assessment, case management and counseling methods and current trends and issues in the field.
- Disease transmission and prevention and risk reduction strategies.
- Psychosocial treatment modalities and their use with various socio-economic, cultural and ethnic groups, conditions and expectations.
- Laws and regulations applicable to the work, including HIPPA regulations.
- Public healthcare and social service programs on the federal, state and local level.
- Principles and techniques of interviewing for the purpose of acquiring diagnostic information, affecting treatment and recording patient information.
- Community agencies providing resources for supportive services.
- City ordinances, codes, procedures and practices.
- Principles and practices of case documentation and report writing applicable to the work.
- Safety policies and safe practices applicable to the work.

Ability to:

- Appropriately identify, assess, diagnose and effect appropriate treatment plans utilizing community resources and psychosocial treatment modalities in meeting the needs of clients.
- Interview effectively for the purposes of acquiring diagnostic information and effecting treatment.
- Communicate effectively with people of various educational, socio-economic and cultural backgrounds.
- Understand and apply laws, regulations, policies and procedures applicable to the field of social work and the provision of healthcare and social services.
- Communicate effectively, both orally and in writing.
- Operate a computer and standard business software.
- Exercise tact, objectivity, sensitivity and sound judgment in dealing with a variety of people in a variety of sensitive and highly confidential situations.
- Establish and maintain effective working relationships with other staff members, clients and their family members, representatives of other public and private agencies involved in client services and others encountered in the course of work.

Training and Experience

Training: Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance.

Education: A combination a Master's Degree in Social Work from a graduate school accredited by the Council on Social Work Education and one year of experience in medical, psychiatric, family or child welfare social work involving problems of medical, mental or emotional adjustment.

CITY OF MONTEBELLO

FIELD RESPONSE CASE COORDINATOR (CASE MANAGER)

The City of Montebello, Fire Department is currently seeking a highly skilled and passionate Field Response Case Coordinator to be part of the Montebello Community Assistance Program (MCAP). The MCAP is a local government effort in partnership with community-based organizations and local healthcare providers to provide a supportive-service first response model to people experiencing mental health, substance use, and homelessness related crises. The MCAP is integrated into the 911 system as a support to engage, assess, serve, and house chronically homeless, high acuity adults and families in the City of Montebello. The program is managed by the Deputy Director and staffed with a Firefighter/Paramedic, Social Worker, Field Response Case Coordinator, Peer Outreach Worker, and a Housing Navigator Case Manager.

DEFINITION:

Under direction of the Deputy Director, the Field Response Case Coordinator will be responsible for building and managing partnerships with community based organizations and healthcare providers in order to provide program participants housing information, healthcare linkages, follow-ups, and ensures most identified needs are addressed for house ready for program participants; and performs related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Community based organization and/or health care relationship building.
- Services provided by community based organizations and/or health care providers for people experiencing mental health, substance use, and homelessness related crises.
- Knowledge and experience using a HMIS system, such as Clarity Human Services, for streamlining case management, outreach and engagement, and coordinated entry system activities.
- Modern office practices, procedures, methods and equipment, including computers and computer applications.

Ability to:

- Develop positive relationships with community based organizations and healthcare providers.

QUALIFICATIONS (cont.):

- Establish and maintain positive working relationships with City staff and the public.
- Communicate effectively both orally and in writing.

Education and Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance such as:

EDUCATION:

A master's degree from an accredited college or university with major course work in social work, human behavior, public administration, or a related field AND one (1) year of work experience with duties of building relationships with community based organizations and/or healthcare providers.

OR

A bachelor's degree from an accredited college or university with major course work in social work, human behavior, public administration, or a related field AND three (3) years of work experience with duties of building relationships with community based organizations and/or healthcare providers.

Required Licenses and Certificates

Possession of a valid and appropriate California driver's license at the time of appointment, and satisfactory driving record; valid CPR and First Aid certificates are desirable.

CITY OF MONTEBELLO

FIREFIGHTER/PARAMEDIC TRAINEE

The City of Montebello, Fire Department is accepting applications for Firefighter/Paramedic Trainee.

DEFINITION:

The Firefighter/ Paramedic Trainee position provides active participants of the City of Montebello, Fire Department Reserve/Auxiliary Firefighter program an opportunity to attend the Los Angeles County Paramedic School at no cost. At the conclusion of paramedic school, the Trainee becomes eligible to apply for the Firefighter/Paramedic position within the City of Montebello, Fire Department.

Under supervision of the Deputy Fire Chief, attends the Los Angeles County paramedic school full time and fulfills two (2) 24-hour volunteer shifts a month.

QUALIFICATIONS:

The minimum requirements for a position as a Firefighter/Paramedic Trainee are as follows:

- Active participant of the City of Montebello Reserve/Auxiliary Firefighter program
- Valid California Driver's license with a good driving record
- Valid CPR Certification
- Valid Emergency Medical Technician (EMT-1) certification from the State of California.
- Certificate of completion from a State of California accredited Fire Academy.
- Successful completion of the Physical Agility Test (Biddle) or CPAT within twelve (12) months from date of application submission.
- Ability to make a one-year commitment to the Program
- Ability to volunteer monthly for two (2) twenty-four (24) hour shifts

REQUIREMENTS:

A COMPLETE APPLICATION PACKET MUST INCLUDE THE FOLLOWING DOCUMENTS:

- A completed City of Montebello on-line employment application via NEOGOV.
- Current and valid Picture Identification.

REQUIREMENTS (cont.):

- Copy of State certified Fire Academy Diploma or Firefighter 1 Certificate (or State equivalent if not California).
- A copy of your High School diploma or equivalent (highly desirable)
- Proof of successful completion of a Biddle Physical Ability Test or CPAT (dated within twelve months of application submittal date).

SELECTION:

Prior to appointment, candidates must successfully complete all of the following:

- Background Investigation
- Medical Evaluation including Drug Screen
- Psychological Evaluation
- Proof of authorization to work in the United States

A comprehensive investigation is conducted into each candidate's background in order to evaluate the candidate's suitability for the position. Areas of inquiry include:

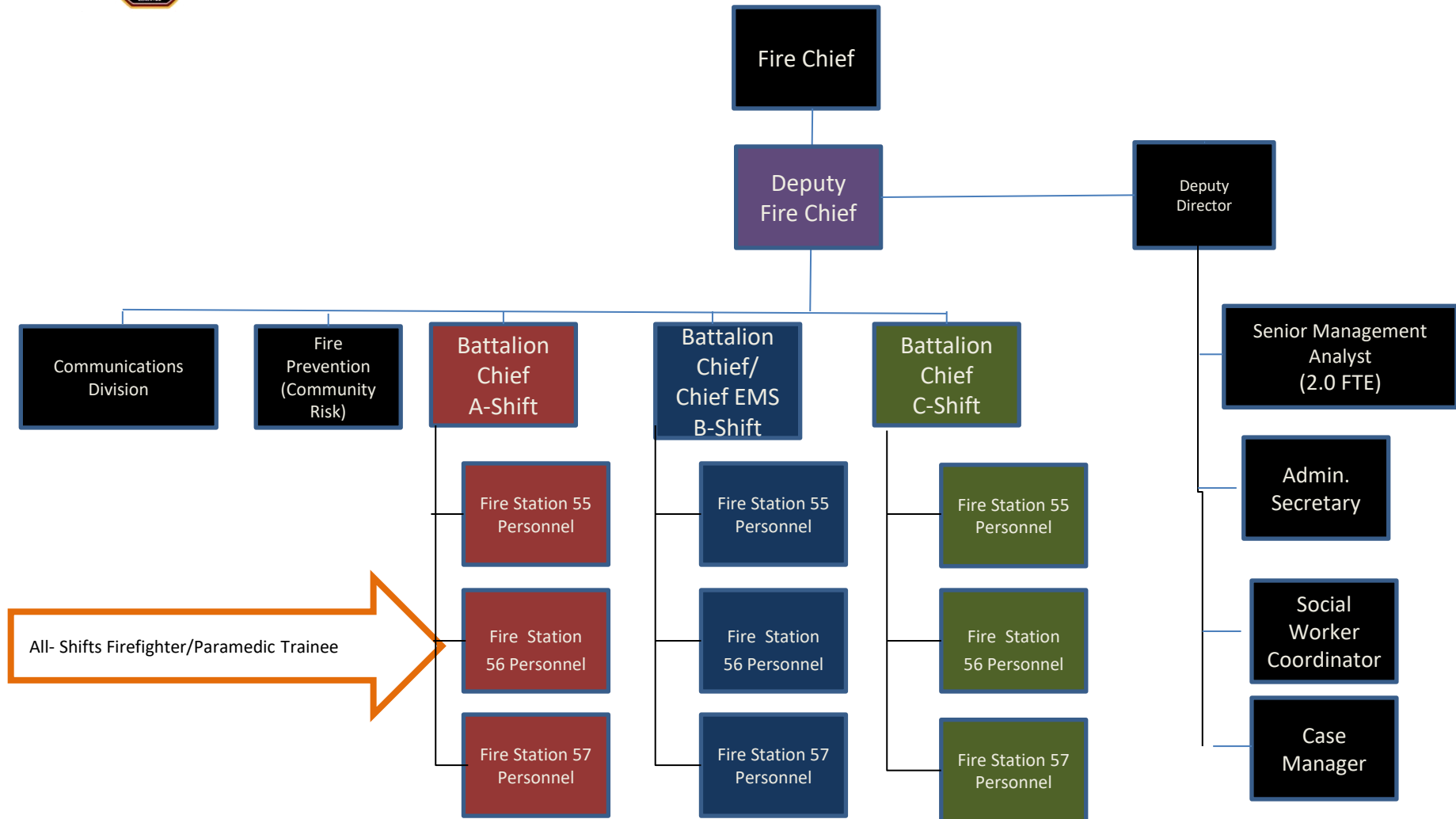
- Work History
- School Record
- Criminal Conduct
- Drug and Alcohol Use
- Driving Record
- Credit History

At the time of appointment the successful candidate must have:

- A current and valid California State Class C driver's license
- A signed Non-Tobacco Use Statement
- A signed One-Year commitment to the Program
- Successfully passed all qualifying examinations, the City's pre-employment physical, and extensive background check



MTB Fire Department Organizational Chart



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Authorization to enter into Memorandum of Agreement with the San Gabriel Valley Council of Governments for the Implementation of the Homeless Plan**

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for the sole purpose of providing funding for the planning and implementation of the City's Plan to Combat and Prevent Homelessness 2018-2021; and
- 2) Authorize the City Manager to enter into the MOA with SGVCOG; and
- 3) Amend the Fiscal Year (FY) 2020-21 budget by increasing appropriations by \$215,000 In Fund 265 (Grants), and;
- 4) Take such additional, related, action that may be desirable

BACKGROUND

The San Gabriel Valley Council of Governments (SGVCOG) is a regional planning entity comprised of the thirty participating cities including the City of Montebello ("City"), the County of Los Angeles, and the water districts in the San Gabriel Valley. The SGVCOG advocates for regional and member interests and develops and manages regional programs to support its member jurisdictions.

In FY 2019-20, the SGVCOG received funding for homeless programs in its member jurisdictions. The SGVCOG was allocated \$5,625,000 in the FY 2019-20 State Budget, included at the request of State Senator Susan Rubio. The SGVCOG was also allotted \$1,541,876 by the County of Los Angeles, through a newly-developed Innovation Funds

**AUTHORIZATION TO ENTER INTO A MEMORADUM OF AGREEMENT WITH THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION
OF THE HOMELESS PLAN**

Page 2 of 4

program, which allocated carry-over Measure H funding to the County's Councils of Governments.

In January 2020, the SGVCOG worked with staff from its member cities to identify regional homeless programs and to develop a framework and approach to distribute funding. The proposed programs and formulas were designed to maximize regional programs in order to take advantage of economies of scale, ensure equity, and provide cities with the ability to more easily access funds that could be used to implement their homeless plans. Funding was allocated to participating cities based on population for the implementation of their homeless plans. Each participating city was also allocated funding to develop and implement a homeless prevention and diversion program and could apply for funding to implement innovative pilot programs. Finally, each participating city could opt-in to a regional landlord outreach and incentive program.

To access funding, each participating city was required to submit an application and scope of work outlining the proposed activities, approach, and budget, and, upon submittal of the applications, to execute a memorandum of agreement (MOA) with the SGVCOG which defines the programs and activities to be completed.

In August 2019, the City was awarded funds by SVGCOG, in the amount of \$215,000 (with a funding period of September 9, 2020 through May 31, 2022) (hereinafter, the "Grant"). The proposed budget, program goals, tasks and eligible expenditures (outlined in Attachment A, Exhibit B) would be utilized for data management, regional partnerships, shelter and services, law enforcement response and program implementation. This is a reimbursement type grant, and per the MOA (Attachment A, Section II, Responsibilities of SGVCOG) the City would be reimbursed for related expenses up to \$215,000.

The purpose of this Grant is to promote community collaboration to build capacity to address homelessness, implement the City's homeless plan, develop a "Dashboard to End Homelessness" and create a mechanism to collect, review, and analyze data to better identify outreach locations, improve outreach response times, increase communication among providers, enhance access to services and connections to service providers. Under this funding, the Fire Department will focus on community capacity building efforts around mental health and supportive services for those who are experiencing high rates of homelessness. A corresponding City Council action will seek to add new job classifications in order to recruit additional staff with the technical skills and knowledge to provide this and related types of assistance.

**AUTHORIZATION TO ENTER INTO A MEMORADUM OF AGREEMENT WITH THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION
OF THE HOMELESS PLAN**

Page 3 of 4

In addition, the Grant funding that has been allocated to the Homeless Prevention and Diversion Program will develop and implement a comprehensive homeless prevention and diversion program. These types of programs are targeted towards residents at-risk of becoming homeless or those that are recently homeless. The intent of this program is to initiate “problem solving” conversations with a client in order to identify actions needed to either ensure they remain in housing or move them quickly into housing. Potential outcomes based on problem solving conversations would include resolving conflicts with roommates, providing short-term rental assistance to prevent eviction, and helping a client reunite with family members.

As part of the City’s efforts in addressing homelessness and affordable housing, as indicated in the City’s “Plan to Prevent and Combat Homelessness (2018 - 2021)”, the proposed MOA offers an opportunity to support the outlined goals and objectives identified in the plan. The SGVCOG will provide an additional mechanism to address the safety and well- being of the community and its residents, especially those impacted by homelessness, and address the prevention of homelessness, among those who do not meet income level requirements to access safe and affordable housing.

The MOA with the SGVCOG outlines the responsibilities of both the City and the SGVCOG. Responsibilities of the SGVCOG include administering and managing regional programs, reviewing and paying eligible invoices within thirty days of approval, reviewing and approving procurement processes, and providing regional coordination through meetings and calls. Responsibilities of the City include participating in regular working group meetings and other regional coordination meetings, abiding by approved procurement processes, administering contracts and programs, submitting quarterly invoices and reports, and submitting deliverables as required. The MOA and associated scopes of work are included as Attachment A. The MOA has been reviewed by the City Attorney’s office.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a

**AUTHORIZATION TO ENTER INTO A MEMORADUM OF AGREEMENT WITH THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION
OF THE HOMELESS PLAN**

Page 4 of 4

significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

The San Gabriel Valley Council of Governments Agreement states that the City will be reimbursed up to \$215,000 for expenses related to the homeless prevention and diversion program. The FY 2020-21 adopted budget will be amended, by increasing appropriations by \$215,000 in an appropriate account in Fund 265 (Grants). Staff will track expenses, and per the MOA, request reimbursement as necessary.

SUMMARY

The City Council will consider (i) approving the MOA between the City and SGVCOG, (ii) authorizing the City Manager to enter into the MOA with SGVCOG for the purpose of providing funding for the planning and implementation of the City's homeless plan, and (iii) amending the FY 2020-21 budget by increasing appropriations by \$215,000 in an appropriate account in Fund 265 (Grants).

ATTACHMENT(S):

- A. Attachment A - San Gabriel Valley Council of Governments' (SGVCOG) Memorandum of Agreement

MEMORANDUM OF AGREEMENT

CITY HOMELESS PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

This Memorandum of Agreement (“MOA”) is by and between the City of Montebello (City) and the San Gabriel Valley Council of Governments (SGVCOG) to be effective as of the date signed by both Parties.

RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;

B. The SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley;

C. The SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley;

D. The SGVCOG allocated a portion of this funding towards the implementation of member cities' previously-developed homeless plans, the development of programs to prevent homelessness, and the implementation of pilot programs;

E. The SGVCOG also allocated a portion of this funding to a landlord outreach and incentive program in which cities could opt to participate and executed a contract with Union Station Homeless Services and S. Groner Associates to implement the program;

F. The City seeks to develop homeless programs;

G. The City's homeless programs will support strategies and solutions to prevent and decrease homelessness within the City, based on local concerns and priorities;

H. The City and the SGVCOG have a shared desire to successfully develop homeless programs, as defined in the attached scope of work (Exhibit A), to combat homelessness in the San Gabriel Valley;

I. The City opted to participate in the SGVCOG's landlord outreach, education, and incentive program; and

J. The City and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the date upon which all **eligible expenditures** have been reimbursed. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG

1. Undertake procurement, execute, and manage consultant and service provider contracts as necessary for regional homeless programs.
2. Review and pay properly submitted invoices for regional homeless programs and **eligible City homeless program activities.**
3. Manage and administer contracts and pay invoices for the following regional programs in which the City is participating:
 - a. Landlord Outreach and Incentive Program.
4. Manage invoicing and reporting schedules and deadlines.
5. Review submitted deliverables and reports from the City and notify City as to any additional that is required.
6. Coordinate participation in conference calls and/or meetings as necessary.
7. Review and approve procurement procedures for City's use of funds.
8. Hold monthly Homeless Working Group meetings with City's Project Manager to support information sharing.
9. Provide payment to the City within 30 days of approval of a City's invoice.
10. Reimburse the City up to \$215,000, as described in Exhibit B.

B. City

1. **Must maintain membership in the SGVCOG** during the entire term of this MOA.
2. Participate in monthly Homeless Working Group meeting.
3. Provide any updated point-of-contact described in Section III.B to serve as the City's Project Manager with name, title, and contact information.
4. Participate in scheduled conference calls and/or meetings throughout the term of this MOA.
5. Manage the homeless programs and activities to be implemented by the City, as such are described in Exhibit A.
6. Respond to SGVCOG and/or contractor requests related to the City's programs in a timely manner
7. Provide feedback and respond to SGVCOG and/or contractor requests for the City's participation in regional programs, including the landlord outreach and incentive program.
8. For participation in the Landlord Outreach and Incentive Program:
 - a. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Regional Landlord Education, Outreach and Incentive Program in the City.
9. Submit procurement procedures for City's use of funds under this MOA for approval by the SGVCOG.
10. Procure and administer contracts funded by the SGVCOG in accordance with SGVCOG-approved procurement procedures. Submit contracts or purchase orders

- executed with third-party vendors to the SGVCOG for authorization prior to the performance of work thereunder for which the City will be requesting reimbursement.
11. Submit rates for City staff time for SGVCOG approval prior to City staff performing work for which the City will seek reimbursement.
 12. Submit deliverables and reports to the SGVCOG in accordance with the schedule included in Exhibit B.
 13. Submit invoices to the SGVCOG in accordance with the schedule included in Exhibit B.
 14. Reimburse the SGVCOG for expenditures that are determined to be not in compliance with funding requirements.

III. PROJECT MANAGEMENT:

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samantha Matthews
SGVCOG Management Analyst
1000 S. Fremont Ave, Unit 42
Bldg. A10-N, Suite 10210
Alhambra, CA 91803
626.457.1800
smatthews@sgvcog.org

- B. For purposes of this MOA, the City of Montebello designates the following individual as its Project Manager:

Angélica Palmeros
Deputy Director, Housing & Sustainability
City of Montebello Fire Department
1700 W Victoria Ave.
Montebello, CA 90640
323.887.4540 ext. 547
apalmeros@cityofmontebello.com

- C. Additional parties' contacts include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

- D. Either Party may change its Project Manager or contacts upon written notice to the other Party.

IV. TERMINATION:

- A. This MOA may be terminated by either Party at any time without cause. Termination will occur 30 days after written notice is issued by a Party to the other Party's Project

Manager. The City shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination. The City shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that such termination is effective.

- B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Manager. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

V. INDEMNITY:

- A. Neither the SGVCOG or its respective officers, employees, consultants or volunteers (the “SGVCOG Indemnitees”), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.
- B. Neither the City or its respective officers, employees, consultants or volunteers (the “City Indemnitees”), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA
- C. The City shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the City’s obligations under this MOA, unless caused by the negligence or willful misconduct of SGVCOG.
- D. The SGVCOG shall indemnify, defend and hold the City Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG’s obligations under of this MOA, unless caused by the negligence or willful misconduct of the City of Montebello.

VI. OTHER TERMS AND CONDITIONS:

- A. In performing this MOA, neither the City nor SGVCOG is a contractor, agent or employer of the other. Neither the City or SGVCOG shall represent themselves as contractors, agents or employees of the other Party and shall have no powers to bind the other Party in contract or otherwise.

- B. This MOA, along with the applicable funding requirements of the SGVCOG's agreement with the County of Los Angeles, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- D. Neither Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Party, nor any assignment without consent shall be void and unenforceable.
- E. This Agreement shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF MONTEBELLO

By: _____

Rene Bobadilla

City Manager

Date: _____

APPROVED AS TO FORM:

Arnold Alvarez-Glasman

City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____

Marisa Creter

Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry

General Counsel

EXHIBIT A

Scope of Work

Program: Homeless Plan Implementation

The City's Homeless Plan will be implemented in accordance with the tasks and deliverables listed below.

Task 1

- Task 1.1: Develop a Dashboard to End Homelessness and create a mechanism to collect, review, and analyze data to better identify outreach locations, improve outreach response times, increase communication among providers, enhance access to services and connections to service providers, analyze the success of adopted strategies, and drive the City's strategic planning efforts. Partner with People Assisting the Homeless (PATH) by September 30, 2020 to develop the dashboard. The dashboard will include data on homeless counts, outreach locations, and service providers and will incorporate Geographic Information System (GIS), programmatic evaluation, and feedback from those experiencing homelessness.
- Task 1.2: Data collection and input will be performed by the Montebello Community Assistance Program (MCAP) staff. This team will conduct outreach and individual assessments and will gather demographic data including but not limited to medical conditions, disabilities, and socioeconomic factors. Through this process, complete five (5) Personal Stories (Story Telling Project).
- Task 1.3: Present data to key stakeholders, including City Council, hospitals, health clinics, community providers, faith-based organizations, Council of Governments, and county departments (LAHSA, Public Health, and Department of Mental Health).

Deliverables

- Dashboard to End Homelessness
- Quarterly reports summarizing data collection and analysis and outcomes on response times and referrals to services, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Report

Task 2

- Create partnerships with organizations that provide housing, homeless services, behavioral and other types of services that support those impacted by homelessness. Identify 5 or more activities related to Gateway Cities Council of Governments and other regional partnership meetings. Join 2 or more of the regional collaborative and interjurisdictional partnerships and become an active member of those committees. Develop a shared resource partnership through effective collaboration and enter into 3 active interjurisdictional partnerships by the end of the project. Complete a strategic plan that outlines the City's

targeted partnership approach, includes key goals and strategies, and clearly defines the roles of all partners.

Deliverables

- Draft strategic plan
- Final strategic plan
- Quarterly reports summarizing partnerships formed, work completed, and services provided, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Report

Task 3

- Task 3.1: Create an intra-departmental committee and develop a City-wide plan to address the issue of chronic homelessness, through emergency shelter, motel funds, and other type of funding opportunities that will support transition into housing and minimize barriers for those facing homelessness. The committee will inform the One-Stop hub approach and services to be provided.
- Task 3.2: Create a “Hub” or “One-Stop” model for homeless services that will be client driven. Identify a site (location/office space) for the “One-Stop” by December 31, 2021. Present "One-Stop" Proposal to collaborative partners and identify committed service providers (i.e. staff specialty, staffing time, hours of operation, type of services, etc.) by January 31, 2021. Launch the "One-Stop" Model Program by April 1, 2021. The launch expenses will include marketing and promotion of the program and set-up of the location, including office furniture, IT, and phones.

Deliverables

- Committee meeting agendas and minutes
- Quarterly reports summarizing committee work completed, “One-Stop” work completed, and services provided, in the format provided by the SGVCOG

Basis of Billing: Deliverables and Materials Reimbursement

Invoice Backup:

- Quarterly Report
- Invoices for materials purchased

Task 4

- Task 4.1: Conduct department-wide mental health training to all Fire personnel, including participants from Police Department. Fire Personnel (2.0 FTE) will participate in the Mental Health First Aid Supervisor Certification Training by February 28, 2021.
- Task 4.2: Add a 1.0 FTE Case Manager and implement an Aging and Wellness Navigation Program. Participants will be referred by Fire Department personnel or through other city-

sponsored programs. This position will manage the implementation and coordination of the Homeless Prevention/Diversion Program.

- Increase the use of County and local social support services agencies by 50% of the total number of outreach encounters for individuals facing homelessness.

Deliverables

- Quarterly report, summarizing mental health training completed, Aging and Wellness Navigator program progress, and use of County and local service agencies, in the format provided by the SGVCOG
- Mental Health First Aid Supervisor Certifications

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Report

A quarterly report, in the format provided by the SGVCOG, must be submitted with each invoice documenting each task, as indicated in the tasks above, any challenges experienced, and upcoming work.

Invoices must include required back-up, including but not limited to deliverables completed, invoices, receipts, and other documents showing how the funds being requested for reimbursement were spent.

Projects must be completed by May 31, 2022.

Program: Prevention and Diversion

Task 1: By September 1, 2020, implement a prevention and diversion program that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness. The Program will be implemented in accordance with the City's submitted application, included as Exhibit C.

Eligible activities include but are not limited to the following:

- Housing relocation and stabilization;
- Short-term or medium-term rental assistance;
- Rental application fees;
- Security deposits;
- Utility deposits & payments;
- Moving costs;
- Housing search and placement;
- Housing stability case management;
- Mediation;
- Tenant legal services;
- Credit repair.

Other activities should be discussed with the SGVCOG prior to using funding.

Program implementers and administrators must have completed an approved problem-solving training (e.g. SGVCOG Problem-Solving; LAHSA Problem-Solving Training).

Deliverables:

- Prevention and Diversion Report Forms for each client served and outcomes after intervention, in the format provided by the SGVCOG
- Final report at the end of the program documenting number of clients served and outcomes after intervention, in the format provided by the SGVCOG

Basis of Billing: Materials Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

EXHIBIT B

Budget/Schedule

Table 1. Budget

	Homeless Plan Implementation							
		Not to Exceed Cost						
		Staff			Direct Costs	Provider Costs	Total	Completion
Task	Description	Hrs	Rate	Total				
Task 1	Data management			\$22,500.00	\$ 2,500.00	\$ 10,000.00	\$ 35,000.00	5/31/2022
Task 2	Regional partnerships			\$20,000.00	\$ 5,000.00		\$ 25,000.00	5/31/2022
Task 3	Shelter and services			\$30,000.00	\$ 65,000.00		\$ 95,000.00	5/31/2022
Task 4	Law enforcement			\$10,000.00	\$ 22,500.00	\$ 12,500.00	\$ 45,000.00	5/31/2022
						Subtotal	\$ 200,000.00	5/31/2022
	Prevention/Diversion Program							
Task 1	Program Implementation				\$ 15,000.00		\$ 15,000.00	6/15/2022
						Total	\$ 215,000.00	

Program: Homeless Plan Implementation

The City shall receive a maximum of \$200,000 for implementation of the City's Homeless Plan. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

Reports and invoices must be submitted quarterly by the first Monday of the month by the following dates:

2020	2021	2022
• November 2, 2020	• February 1, 2021	• February 7, 2022
	• May 3, 2021	• May 2, 2022
	• August 2, 2021	
	• November 1, 2021	

The final report is due by June 15, 2022.

Program: Prevention and Diversion

The City shall receive a maximum of \$15,000 for implementation of the Prevention/Diversion Program. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

Reports and invoices must be submitted quarterly by the first Monday of the month by the following dates:

2020	2021	2022
• November 2, 2020	• February 1, 2021	• February 7, 2022
	• May 3, 2021	• May 2, 2022
	• August 2, 2021	
	• November 1, 2021	

All funding must be expended by June 15, 2022. The final report is due by June 15, 2022.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

SUBJECT: **Authorize the City Manager to Approve Citywide 24/7 Remote Help Desk Agreement**

DATE: September 9, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute the four-year term agreement with IBE Digital to provide Citywide 24/7 remote help desk support; and
2. Take such additional, related, action that may be desirable.

BACKGROUND

As part of the on-going effort to improve the level of Information Technology (IT) support that City employees experience, City staff reviewed the existing levels of IT support and recognized an opportunity to increase efficiency, improve responsiveness, and scale the capability of expertise in supporting the City's end users. The proposed Citywide 24/7 Remote Helpdesk offering will include:

- 24/7 access to certified technicians and engineers offering personal assistance in solving technical issues with end user systems
- Proactive management and deployment of solutions that help avoid problems that would otherwise interfere with day-to-day operations
- End user problems are addressed promptly and the systems are monitored continuously to ensure rapid response to emerging issues

Support for End User Computers

- Inventory of computer hardware, software and network devices
- Support for connectivity to servers, printers and Internet services
- Support Workstation Operating Systems
 - Automatic deployment of Microsoft patches
 - Manage and update both virus and malware protection software

- Remove temporary folders and files from detected hard drives

Support for Mobile Devices

- Support network connectivity and email synchronization for both phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems

Remote Work

- Provide support for remote office connectivity at various locations throughout the City. All network hardware (firewalls, routers, switches, wireless access points, etc.) must be protected with Network Device Management

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management
- Establish network printers and provide user access to printers

Hosted Email Filtering

- Filter suspected spam and viruses
- Web portal for user review of filtered and quarantined items

User Resources

- Create, modify, and delete as requested: user accounts/passwords, file/printer shares, user rights, folders, mailboxes, aliases, and distribution lists

IBE Digital will maintain satisfactory uptime and availability for all supported devices; and respond and escalate all reactive support according to the support response processes.

IBE Digital will perform reactive services in accordance with its problem prioritization, management and escalation processes. A Service Ticket in IBE Digital's systems will be used to track and document each service level incident. In cooperation with internal IT staff, services will be rendered according to priority levels. Due to IBE Digital's ability to work on services remotely, internal IT staff will be able to focus on proactive IT measures and services directly related to on-premise hardware.

Employees may request support by phone or e-mail. The following is a list of service delivery procedures by source of employee request:

- Phone: Will be used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Will be used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.

24/7 Remote Support Center target time to answer new calls is within two (2) minutes. All Remote Support Centers are located in the United States and provide the City access to over 400 Engineers for support.

All IT services that are to be provided will result in more efficient operations of day to day IT activity. Employees will no longer need to endure extended downtimes with their digital tools that they use on a daily basis and will be well supported for onsite and remote working.

FISCAL IMPACTS

The City of Montebello established membership with Sourcewell, formerly known as the National Joint Powers Alliance (NJPA). Sourcewell contracts leverage national volume pricing and provide members with a streamlined contracting process, allowing the City to forgo lengthy and tedious bidding processes. Membership entitles the City to access previously competitively bid national contracts that include language regarding competitive bidding and prevailing wage, thus allowing the City to piggyback on a contract awarded by Sourcewell. The City was able to utilize existing Sourcewell Contract No. 083116-KON with Konica Minolta Business Services. The pricing included in the quote is based upon the Sourcewell contract pricing and as a result enabled cost savings. The recommended purchase is in compliance with Montebello Municipal Code, Section 3.20.125.

The fiscal impact of the recommended action will be \$15,826 monthly (\$189,912 annually), with an annual escalation of 2% per the contract. The Fiscal Year 2020-21 budget includes adequate funding for this service, hence no budget amendment is needed. Give the scope of the service, total contract cost will be split between the General Fund (100-40-420-6040.10, \$127,300) and the Transit Fund (600-90-900-60401.0, \$62,700).

SUMMARY

It is being requested that the City Council authorize the City Manager to execute the four-year term agreement with IBE Digital to provide Citywide 24/7 remote help desk support to improve the level of IT support for Montebello employees. With this added remote support by IBE Digital internal IT staff will be able to focus on proactive IT measures concentrating on hardware and Citywide projects.

ATTACHMENT(S):

- A. Attachment A-- IBE Digital 24/7 IT Help Desk Proposal
- B. Attachment B—Professional Services Agreement IBE Digital



24/7 Help Desk

for



Table of Contents

1	INTRODUCTION	2
2	SCOPE OF SERVICES	2
3	SERVICES NOT INCLUDED	3
4	SYSTEM REQUIREMENTS	3
5	CLIENT REQUIREMENTS	4
6	SERVICE LEVEL OBJECTIVES	4
7	SUPPORT RESPONSE PROCESS	4
8	SCHEDULE OF SERVICES	5
9	TERMS AND CONDITIONS OF SERVICE.....	5

1 Introduction

Through IBE Digital's IT Assessment and conversations with stakeholders we have discovered a lack of IT support for City of Montebello's 24/7 operations specifically PD and Fire. In an effort to support the emergency responders throughout the course of their operations as well improve help desk response times IBE Digital is proposing our 24/7 help desk and remote support.

2 Scope of Services

- The IBE Digital team will manage computers based on a comprehensive support plan.
- Proactive management of the systems helps to avoid problems that would otherwise interfere with day-to-day operations.
- End user problems are addressed promptly, and the systems are monitored continuously to ensure rapid response to emerging issues.
- IBE Digital manages escalations to Client's telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, IBE Digital will act as support-liaison for Client to initiate a support call to Line of Business or Application support provider and request support on behalf of Client and direct vendor support provider to work directly with Client to resolve issue.
- Cisco Umbrella offnet.

End User Computers

- Inventory of computer hardware, software and network devices.
- Support for connectivity to servers, printers and the Internet.
- Supported Workstation Operating Systems
 - Automatic deployment of Microsoft patches as approved via IBE Digital's desktop patch policy.
 - Management and updates of included virus and malware protection software.
 - Removal of temporary folders and files from detected hard drives.

Mobile Devices

- Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

Remote Offices and Workers

- Provide support for remote office connectivity at the locations stated in Client's Schedule of Services. All network hardware, (firewalls, routers, switches, wireless access points, etc.) must be protected with Network Device Management. Additional charges may be incurred for providing on-site services to remote locations and users.

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management.

- Establish network printers and provide user access to these printers.

Hosted Email Filtering

- Filtering of suspected spam and viruses.
- Web portal for user review of filtered and quarantined items.

User Resources

- Create, modify and delete as requested by Client: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.

Transition Process

IBE Digital will provide transition support services upon Client's execution of this Schedule of Services, as Client's environment is documented, monitoring systems are deployed and Client specific support procedures are put in the place.

- Presentation of IBE Digital support procedures including Client Portal training
- Preparation of Guidebook
- Agreement and expectations around escalation paths and processes.
- Documenting support windows.
- Establishing and programming of remote monitoring thresholds.
- Email spam control and antivirus as required.

3 Services Not Included

- Services not specifically defined are excluded, such as, but not limited to the following. These services may be available as separately billed projects.
 - Programming and Line of business application support.
 - Software and hardware upgrades, cabling.
 - Home or private network troubleshooting.
 - Audio/visual support (projectors, TVs, etc.).
 - New application, computer, or peripheral installations.
- IBE Digital does not provide hardware repair and recommends Client uses warranty or vendor repair services.

4 System Requirements

The full and effective operation of IBE Digital's service delivery tools and processes depend on the following system requirements being met. Requirements that are not met may affect system stability and the ability for IBE Digital to resolve issues promptly.

- Support will not be provided for any operating system, application, or device that is beyond the manufacturer's published End of Support date.
- Ethernet cabling must be Category 5E or higher and be properly grounded and bonded.
- Suitable power surge protection must be installed for all critical systems.

5 Client Requirements

Client agrees to:

- Implement safe browsing and safe email procedures and best practices. No anti-virus solution is foolproof, and Client's systems are not guaranteed to be virus free by using any anti-virus solution.
- Provide IBE Digital remote access to all supported devices to allow technical issues to be resolved.
- Notify IBE Digital via Service Ticket twenty-four (24) hours or more prior to any significant proposed device changes for non-system down issues to allow IBE Digital to review prior to any changes occurring.
- Own genuine user or device licenses for every operating system and application installed and to maintain records of all software media with CD-keys, serial numbers and unlock codes.
- Own valid maintenance contracts for all software and devices and to designate IBE Digital as an authorized agent of Client under those contracts.
- Maintain third party software support contracts for all line-of-business applications to address end-user support, updates and upgrades, or to maintain expertise internally by Client's staff.
- Designate a primary point of contact or contacts to interact with the Help Desk to avoid multiple tickets being generated for the same issue and to perform simple, guided on-site tasks.
- Plan for the upgrade of any device, operating system or application that is scheduled to become end-of-support by its manufacturer.

6 Service Level Objectives

IBE Digital will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the support response processes identified below. System availability may be affected by reasons beyond IBE Digital's control including:

- Defects and malfunctions of devices, operating systems or applications
- Client changes to devices, operating systems or applications
- Reprioritization of tasks by Client
- Problems resulting from actions or inactions of Client contrary to IBE Digital's reasonable recommendations
- Loss of power or Internet connectivity.

7 Support Response Process

For each selected service, IBE Digital will perform reactive services in accordance with its problem prioritization, management and escalation processes. A Service Ticket in IBE Digital's systems will be used to track and document each service level incident. Remote Support Center target time to answer new calls 24 hours a day is within 2 minutes.

Clients may request support by phone at (877) 837-2836 or e-mail at support@allcovered.com. The following is a list of service delivery procedures by source of their request:

- **Phone:** Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- **E-mail:** Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.

8 Schedule of Services

The following detail provides a breakdown of the services and fees for 24/7 help desk and remote support. The proposed service period is from August 12, 2020, through September 12, 2024.

Service	Computers	Users	Locations	Monthly Rate	Total
24/7 Help Desk & Remote Support	369	300	10	\$15,826	\$798,569

Pricing Provided via Sourcewell Contract No. 083116-Kon

Additional Fee Details

- Additional Supported Locations: \$41
- Monthly support fee for each additional computer: \$42
- 2% annual rate increase
- The support fee for additions may change if the supported environment changes significantly
- Additional charges may apply for the recovery of devices from virus infections if Client fails to follow IBE Digital's reasonable security recommendations.

9 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. **Fees and Payment:** Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. **Limited Warranty:** (a) IBE Digital warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. IBE DIGITAL MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. **COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES:** During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

4. **LIMITATION OF LIABILITY:** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN

IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE Digital shall be deemed Confidential Information and proprietary information of IBE Digital without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE Digital shall retain all rights to the aforementioned, which shall be returned to IBE Digital upon termination of the applicable Schedule. (c) IBE Digital shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act. 6. Independent Contractor: IBE Digital and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and IBE Digital and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

By executing this Schedule of Services, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Montebello

Signature:

Name:

Title:

Date:

IBE Digital

Signature:

Name:

Title:

Date:

AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

**CITY OF MONTEBELLO PROFESSIONAL SERVICES
BY AND BETWEEN CITY OF MONTEBELLO
AND
IBE DIGITAL**

THIS AGREEMENT ("Agreement") is made and entered into on September 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and IBE DIGITAL (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide Information Technology (IT) support and related services, as more fully described herein; and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

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. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONSULTANT shall be compensated a sum not-to-exceed (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall

provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement herein below ("Effective Date"), and shall terminate on September 8, 2024, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

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 written approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONSULTANT.

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years, unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. 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. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONSULTANT for such reuse.

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 CITY, and ownership of said work product shall be retained by CITY. CONSULTANT may take and retain copies of such written products as desired.

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 CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to 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.

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's 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 CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to 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. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, 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 CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by 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 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 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 CONTRACTOR.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONSULTANT except as expressly set forth in this Agreement. 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 CITY. No employee benefits shall be available to 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 subcontractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. 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 subcontractors with workers’ compensation

insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor 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 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 subcontractors, 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 subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, 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 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 CITY.

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of 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):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

- **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers'

coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its subcontractors, 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, with a current rating of at least A:VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. 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 CITY, its officers, agents, employees and volunteers as an additional insured. CONSULTANT shall, prior to commencement of work under this Agreement, file with 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 (2) 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 elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to 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.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by 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 subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by 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 full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONSULTANT to comply with this section.

CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind 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-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to 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. The venue for any litigation shall be County of Los Angeles, California and the governing laws shall those of the State of 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 any litigation or 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.

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 of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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:

CITY
René Bobadilla
City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT
Ron Varing,
President
IBE Digital
11266 Monarch St. Suite B
Garden Grove, California 92841

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.

- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

SECTION 23. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further 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.

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 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 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

René Bobadilla
City Manager

Ron Varing
President

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

Exhibit “A”

Scope of Services

- The IBE Digital team will manage computers based on a comprehensive support plan.
- Proactive management of the systems helps to avoid problems that would otherwise interfere with day-to-day operations.
- End user problems are addressed promptly, and the systems are monitored continuously to ensure rapid response to emerging issues.
- IBE Digital manages escalations to Client’s telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, IBE Digital will act as support-liaison for Client to initiate a support call to Line of Business or Application support provider and request support on behalf of Client and direct vendor support provider to work directly with Client to resolve issue.
- Cisco Umbrella offnet.

End User Computers

- Inventory of computer hardware, software and network devices.
- Support for connectivity to servers, printers and the Internet.
- Supported Workstation Operating Systems
 - Automatic deployment of Microsoft patches as approved via IBE Digital’s desktop patch policy.
 - Management and updates of included virus and malware protection software.
 - Removal of temporary folders and files from detected hard drives.

Mobile Devices

- Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

Remote Offices and Workers

- Provide support for remote office connectivity at the locations stated in Client’s Schedule of Services. All network hardware, (firewalls, routers, switches, wireless access points, etc.) must be protected with Network Device Management. Additional charges may be incurred for providing on-site services to remote locations and users.

Exhibit “A”

Scope of Services (cont'd)

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management.
- Establish network printers and provide user access to these printers.

Hosted Email Filtering

- Filtering of suspected spam and viruses.
- Web portal for user review of filtered and quarantined items.

User Resources

- Create, modify and delete as requested by Client: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.

Transition Process

IBE Digital will provide transition support services upon Client's execution of this Schedule of Services, as Client's environment is documented, monitoring systems are deployed and Client specific support procedures are put in the place.

- Presentation of IBE Digital support procedures including Client Portal training
- Preparation of Guidebook
- Agreement and expectations around escalation paths and processes.
- Documenting support windows.
- Establishing and programming of remote monitoring thresholds.
- Email spam control and antivirus as required.

Exhibit “B”

Schedule of Performance

Service Level Objectives

IBE Digital will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the support response processes identified below. System availability may be affected by reasons beyond IBE Digital’s control including:

- Defects and malfunctions of devices, operating systems or applications
- Client changes to devices, operating systems or applications
- Reprioritization of tasks by Client
- Problems resulting from actions or inactions of Client contrary to IBE Digital’s reasonable recommendations
- Loss of power or Internet connectivity.

Support Response Process

For each selected service, IBE Digital will perform reactive services in accordance with its problem prioritization, management and escalation processes. A Service Ticket in IBE Digital’s systems will be used to track and document each service level incident. Remote Support Center target time to answer new calls 24 hours a day is within 2 minutes.

Clients may request support by phone at (877) 837-2836 or e-mail at support@allcovered.com. The following is a list of service delivery procedures by source of their request:

- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.

Exhibit “C”
Schedule of Compensation

The following detail provides a breakdown of the services and fees for 24/7 help desk and remote support. The proposed service period is from August 12, 2020, through September 12, 2024.

Service	Computers	Users	Locations	Monthly Rate	Total
24/7 Help Desk & Remote Support	369	300	10	\$15,826	\$798,569

Pricing Provided via Sourcewell Contract No. 083116-Kon

Additional Fee Details

- Additional Supported Locations: \$41
- Monthly support fee for each additional computer: \$42
- 2% annual rate increase
- The support fee for additions may change if the supported environment changes significantly
- Additional charges may apply for the recovery of devices from virus infections if Client fails to follow IBE Digital’s reasonable security recommendations.

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. 1496, consisting of 8 pages, and including

Warrant No.:
Checks No.: 590105 through 590255
ACH No.: 4

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 9th DAY OF SEPTEMBER, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
590105	08/18/2020	\$56,100.00	CONTRACT SERVICES	2950	POWER MANUFACTURING, INC.
590106	08/19/2020	\$182.00	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
590107	08/20/2020	\$506.41	UTILITY SERVICES	38380	AT&T
590108	08/20/2020	\$637.70	UTILITY SERVICES	39550	AT&T
590109	08/20/2020	\$2,079.44	UTILITY SERVICES	39550	AT&T
590110	08/20/2020	\$68.94	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
590111	08/20/2020	\$62.99	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
590112	08/20/2020	\$29,901.27	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590113	08/20/2020	\$21,457.27	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
590114	08/20/2020	\$740.96	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP/TPX COMMUNICATION
590115	08/20/2020	\$8,721.30	INSURANCE PREMIUM	55860	AFLAC
590116	08/20/2020	\$6,083.13	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES, INC.
590117	08/20/2020	\$22,433.75	CONTRACT SERVICES	2991	ANGEL HAMI HO
590118	08/20/2020	\$1,560.30	CONTRACT SERVICES	2102	JOHN P BEROKOFF
590119	08/20/2020	\$755.97	SUPPLIES	159	BOUND TREE MEDICAL, LLC.
590120	08/20/2020	\$5,300.00	DUES & SUBSCRIPTIONS	55	CALIFORNIA CONTRACT CITIES ASSOC.
590121	08/20/2020	\$3,942.00	SUPPLIES	409	CARAVAN CANOPY INT'L INC.
590122	08/20/2020	\$6,321.00	CONTRACT SERVICES	2922	ARA H. BALAYAN/CATERING BY HERACH AND ARA
590123	08/20/2020	\$12,422.48	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
590124	08/20/2020	\$325.00	CONTRACT SERVICES	34230	PHIL CULBERTSON/COLBY'S TOTAL LAWN CARE
590125	08/20/2020	\$332.32	SUPPLIES	2889	COMLOCK SECURITY GROUP, INC.
590126	08/20/2020	\$3,148.67	SUPPLIES	2927	CONSOLIDATED PLASTICS CO



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590127	08/20/2020	\$100.00	LEGAL SERVICE	2582	DAILY ALJIAN, LLP
590128	08/20/2020	\$1,086.10	RADIO MAINTENANCE	49400	U.S. MOBILE WIRELESS/DAY WIRELESS SYSTEMS
590129	08/20/2020	\$37,400.00	CONTRACT SERVICES	41130	MIHM INC./EMERGENCY RESPONSE CRIME SCENE CLEANING
590130	08/20/2020	\$18,387.85	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
590131	08/20/2020	\$50,000.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
590132	08/20/2020	\$2,073.83	MACHINERY & EQUIPMENTS	74240	GLOBAL CTI GROUP, INC.
590133	08/20/2020	\$891.79	TAYLOR RANCH GREENSPACE PROJECT	8	GRAYBAR ELECTRIC COMPANY, INC
590134	08/20/2020	\$1,160.00	CONTRACT SERVICES	58030	JOHN HELMUTH/REEL SHARP GRINDING
590135	08/20/2020	\$116.64	CONTRACT SERVICES	69140	HUNTINGTON BEACH MOTORSPORTS, INC.
590136	08/20/2020	\$467.50	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
590137	08/20/2020	\$49,588.24	CONTRACT SERVICES	2793	IBE DIGITAL
590138	08/20/2020	\$8,726.61	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
590139	08/20/2020	\$18,722.00	CONTRACT SERVICES	2923	LA PALOMA GRILL
590140	08/20/2020	\$1,354.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
590141	08/20/2020	\$5,118.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
590142	08/20/2020	\$5,829.61	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
590143	08/20/2020	\$9,577.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER PLUMBING
590144	08/20/2020	\$8,306.32	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
590145	08/20/2020	\$143.56	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
590146	08/20/2020	\$21,981.14	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
590147	08/20/2020	\$19,053.89	CONTRACT SERVICES	2481	NORTH STAR LAND CARE
590148	08/20/2020	\$714.56	SUPPLIES	15620	OFFICE DEPOT



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590149	08/20/2020	\$986.77	FUEL	19700	SYNCHRONY BANK/PHILLIPS 66-CONOCO-76
590150	08/20/2020	\$80.00	REFUND	2988	PEDRO RAMIREZ
590151	08/20/2020	\$80.00	REFUND	2990	MANUEL RAMOS
590152	08/20/2020	\$697.84	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
590153	08/20/2020	\$24,093.17	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
590154	08/20/2020	\$1,368.35	SUPPLIES	42210	SAFETY-KLEEN SYSTEMS, INC.
590155	08/20/2020	\$10,000.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
590156	08/20/2020	\$29,099.12	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
590157	08/20/2020	\$221.21	TAYLOR RANCH GREENSPACE PROJECT	2686	THE SHERWIN-WILLIAMS CO.
590158	08/20/2020	\$329.56	CONTRACT SERVICES	36350	SHRED-IT USA
590159	08/20/2020	\$21,200.00	CONTRACT SERVICES	2361	SIEMENS MOBILITY
590160	08/20/2020	\$11,000.00	CONSULTING SERVICE	2721	MARIO SOTO, SPORTS PSYCOLOGY CONSULTING AND LIFE COACH
590161	08/20/2020	\$3,826.74	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
590162	08/20/2020	\$136.40	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590163	08/20/2020	\$124.46	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590164	08/20/2020	\$236.52	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
590165	08/20/2020	\$1,288.34	COMPUTER EQUIPMENT	1933	STRICTLY TECHNOLOGY LLC.
590166	08/20/2020	\$115.77	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
590167	08/20/2020	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
590168	08/20/2020	\$3,000.00	CONTRACT SERVICES	217	TRACKIT LLC
590169	08/20/2020	\$6,789.00	SUPPLIES	69680	TRIANGLE SPORTS, INC.
590170	08/20/2020	\$4,113.16	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
590171	08/20/2020	\$9,000.00	MAIL/ POSTAL EXPENSE	68120	USPS-HASLER



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590172	08/20/2020	\$322.81	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC.
590173	08/20/2020	\$18,000.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
590174	08/20/2020	\$19,107.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
590175	08/20/2020	\$338.52	CONTRACT SERVICES	2972	WEST COAST HYDRAULIC LIFT REPAIR INC.
590176	08/20/2020	\$873.80	PRINTING SERVICE	61850	X-IGENT PRINTING INC.
590177	08/20/2020	\$926.37	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S
590178	08/20/2020	\$18,000.00	CONTRACT SERVICES	2816	ZENCITY TECHNOLOGIES US INC.
590179	08/24/2020	\$44,477.79	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
590180	08/27/2020	\$1,856.75	UTILITY SERVICES	38380	AT&T
590181	08/27/2020	\$5,847.51	UTILITY SERVICES	39550	AT&T
590182	08/27/2020	\$44.75	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
590183	08/27/2020	\$19,566.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
590184	08/27/2020	\$32,945.01	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590185	08/27/2020	\$2,245.27	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
590186	08/27/2020	\$3,149.69	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
590187	08/27/2020	\$456.61	UTILITY SERVICES	23610	VERIZON WIRELESS
590188	08/27/2020	\$2,051.55	SERVICE	64600	A TO Z FIRE PROTECTION COMPANY
590189	08/27/2020	\$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
590190	08/27/2020	\$202.42	VEHICLE MAINTENANCE/EXPENSES	46090	AIRWAVE COMMUNICATIONS ENTERPRISES
590191	08/27/2020	\$6,085.23	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590192	08/27/2020	\$150.00	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
590193	08/27/2020	\$1,774.92	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590194	08/27/2020	\$2,022.36	VEHICLE MAINTENANCE/EXPENSES	2540	BATTERY POWER, INC.
590195	08/27/2020	\$260.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF
590196	08/27/2020	\$35,075.00	CONTRACT SERVICES	2119	BETTER 4 YOU BREAKFAST, INC.
590197	08/27/2020	\$262.52	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
590198	08/27/2020	\$1,990.00	CONTRACT SERVICES	2735	BOB MARDIGIAN FLOOR COVERING
590199	08/27/2020	\$96.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
590200	08/27/2020	\$281.46	CONTRACT SERVICES	36870	CINTAS CORPORATION
590201	08/27/2020	\$340.34	SUPPLIES	438	CODE RED FIRE, INC.
590202	08/27/2020	\$559.77	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
590203	08/27/2020	\$500.49	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP, INC.
590204	08/27/2020	\$1,087.58	CONTRACT SERVICES	26720	COMMERCIAL DOOR OF LOS ANGELES COUNTY, INC
590205	08/27/2020	\$447.50	BUILDING IMPROVEMENTS	2915	TED W. PAGE ENTERPRISES, INC.
590206	08/27/2020	\$2,094.75	SUPPLIES	2941	CONVEYOR MANUFACTURING & SERVICE INC.
590207	08/27/2020	\$5,512.50	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
590208	08/27/2020	\$1,780.00	CONTRACT SERVICES	522	DEEPNET SECURITY LIMITED
590209	08/27/2020	\$235.19	BUILDING IMPROVEMENTS	40920	DIAMOND ENVIRONMENTAL SERVICES
590210	08/27/2020	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
590211	08/27/2020	\$2,427.71	VEHICLE MAINTENANCE/EXPENSES	25660	E-Z GO DIVISION OF TEXTRON
590212	08/27/2020	\$300.00	PERMITS AND FEES	1895	ESSC INC.
590213	08/27/2020	\$18,676.51	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
590214	08/27/2020	\$35.28	SUPPLIES	38020	FLEET PRIDE, INC.
590215	08/27/2020	\$297,825.50	CONTRACT SERVICES	13750	CITY OF GLENDALE
590216	08/27/2020	\$2,458.22	PREVENTIVE MAINTENANCE	70140	GNA-BROOK FIRE PROTECTION, INC.



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590217	08/27/2020	\$68.27	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
590218	08/27/2020	\$135.47	VEHICLE MAINTENANCE/EXPENSES	9470	GRAINGER, INC.
590219	08/27/2020	\$7,000.00	CONTRACT SERVICES	2910	HAZELRIGG CLAIMS MANAGEMENT SERVICES
590220	08/27/2020	\$127.59	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
590221	08/27/2020	\$5,462.50	CONTRACT SERVICES	46870	HDL COREN & CONE
590222	08/27/2020	\$9,275.67	CONTRACT SERVICES	9390	HDL SOFTWARE, LLC
590223	08/27/2020	\$9,151.46	CONTRACT SERVICES	2961	CLIMATE INDUSTRIES, INC
590224	08/27/2020	\$7,954.47	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
590225	08/27/2020	\$1,797.89	SERVICE	2405	JCB FINANCE
590226	08/27/2020	\$17,987.00	LEGAL SERVICE	16760	LIEBERT CASSIDY WHITMORE
590227	08/27/2020	\$227.79	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
590228	08/27/2020	\$148,846.98	GRANTS-ACCRUED LIABILITY	2993	LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
590229	08/27/2020	\$283.23	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
590230	08/27/2020	\$2,520.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
590231	08/27/2020	\$1,152.00	LEGAL SERVICE	70420	KEVIN L. McCCLURE
590232	08/27/2020	\$12,712.62	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
590233	08/27/2020	\$917.88	LINEN RENTAL SERVICE	74640	MISSION LINEN SUPPLY
590234	08/27/2020	\$6,595.73	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
590235	08/27/2020	\$15,000.00	CONTRACT SERVICES	14890	MONTEBELLO TOWN CENTER INVESTORS, LLC
590236	08/27/2020	\$1,465.00	REFUND	2999	ANGELINA LOUISE MORALES
590237	08/27/2020	\$200.00	PERMITS AND FEES	8720	SCOTT MORTON
590238	08/27/2020	\$143,495.28	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC.



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590239	08/27/2020	\$983.53	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
590240	08/27/2020	\$567.66	SUPPLIES	15620	OFFICE DEPOT
590241	08/27/2020	\$180.50	JANITORIAL SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
590242	08/27/2020	\$225.00	PERMITS AND FEES	2998	TOMMY L. QUEEN, JR.
590243	08/27/2020	\$13,913.00	CONTRACT SERVICES	2874	RPW SERVICES INC.
590244	08/27/2020	\$1,309.70	CONTRACT SERVICES	36350	SHRED-IT USA
590245	08/27/2020	\$975.00	CONTRACT SERVICES	2995	SMOOTH MOVERS LLC
590246	08/27/2020	\$6.88	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590247	08/27/2020	\$536.00	REFUND	2997	BEN TAKAGI
590248	08/27/2020	\$150,809.73	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
590249	08/27/2020	\$7,168.24	COPIER REPAIR/SERVICES	2747	U.S. BANK EQUIPMENT FINANCE
590250	08/27/2020	\$3,221.47	CONTRACT SERVICES	20070	UC REGENTS/UCLA CENTER FOR PREHOSPITAL CARE
590251	08/27/2020	\$210.00	SERVICE	2960	SALVADOR SALCEDA/UNIVERSAL WASTE OIL
590252	08/27/2020	\$7,644.16	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC./AN ALLIED UNIVERSAL COMPANY
590253	08/27/2020	\$225.00	PERMITS AND FEES	2425	RYAN WEBB
590254	08/27/2020	\$2,800.00	SERVICE	2857	WOLVERINE FENCE COMPANY, INC.
590255	08/27/2020	\$1,249.00	SUPPLIES	2996	XCLUSIVE DOOR AND GLAZING
Subtotal		\$1,709,331.01			
ACH					
4	08/24/2020	\$11.84	Supplies	2985	KEVIN SAYCOCIE
Subtotal		\$11.84			



City of Montebello

Register of Demands No. 1496

From Payment Date: 08/14/20 - To Payment Date: 08/27/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR # VENDOR NAME
Total		<u><u>\$1,709,342.85</u></u>		