

MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, JUNE 27, 2018**

5:30 P.M.

MONTEBELLO CITY COUNCIL

**VANESSA DELGADO
MAYOR**

**JACK HADJINIAN
MAYOR PRO TEM**

**ART BARAJAS
COUNCILMEMBER**

**WILLIAM M. MOLINARI
COUNCILMEMBER**

**VIVIAN ROMERO
COUNCILMEMBER**

**CITY CLERK
IRMA BARAJAS**

**CITY TREASURER
ASHOD MOORADIAN**

CITY STAFF

**ACTING CITY MANAGER
Andrew G. Pasmant**

**CITY ATTORNEY
Arnold M. Alvarez-Glasman**

DEPARTMENT HEADS

**Assistant City Manager
Fire Chief
Police Chief
Finance Administrator
Director of Recreation and Community Services
Director of Transportation**

**Danilo Batson
Fernando Pelaez
Brad Keller
Craig Koehler
David Sosnowski
Tom Barrio**

OPENING CEREMONIES

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

***IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE,
ALL CELL PHONES AND PAGERS.***

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 III203+)*

^{2[2]} *Please note that the information contained in this agenda is a summary of the staff report prepared for each item. Complete copies of each staff report are available in the Office of the City Clerk.*

THANK YOU FOR YOUR COOPERATION.

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

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

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THANK YOU FOR YOUR COOPERATION.***

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

- 4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco
- 5. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association.
- 6. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
(Government Code Section 54956.9(d)(2))
Two matters
- 7. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957(b)(1)
Title: Director of Planning and Community Development
- 8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Government Code 54956.9(d)(1)
Case: City of Montebello v. Spertus Landes & Umhofer, LLP

REGULAR SESSION

- 9. INVOCATION**

PLEDGE OF ALLEGIANCE

- 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.

- 11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)**
- 12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**
- 13. CORRECTIONS TO THE AGENDA – CITY MANAGER**
- 14. 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 any items upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

- 15. CONSIDERATION OF A RESOLUTION REQUESTING OVERSIGHT BOARD APPROVAL OF PROPOSED TERMS FOR THE DISPOSITION OF PROPERTY LOCATED AT 1345 N. MONTEBELLO, AND RELATED ACTIONS**

COMMENT: This item pertains to the Costco v Montebello Successor Agency litigation matter listed on the closed session agenda, as well as the related closed session real property matter, and is reserved to discuss or report any closed session action taken by the Successor Agency.

- 16. RECEIVE INPUT ON THE 2018-2021 DRAFT MONTEBELLO PLAN TO PREVENT AND COMBAT HOMELESSNESS**

COMMENT: The City Council will consider approval the 2018-2021 Montebello Plan to Prevent and Combat Homelessness and direct staff to submit the plan to Los Angeles County.

There is no impact to the General Fund.

RECOMMENDATION: It is recommended that the City Council approve the 2018-2021 Montebello Plan to Prevent and Combat Homelessness as proposed.

- 17. ACCEPTANCE OF CALIFORNIA HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016 GRANT AWARD AND TO APPROPRIATE FUNDS TO ENFORCE ILLEGAL SALE OF TOBACCO PRODUCTS**

COMMENT: The City Council will consider approval and acceptance of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Grant award and appropriate funds to enforce the illegal sale of tobacco products and apply and receive Grant monies to

reimburse the City of Montebello for expenditures for up to \$70,000 covering fiscal years 2018/2019 and 2019/2020. The grant does not require a funding match by the City.

There is no impact on the General Fund for the approval of the plan.

RECOMMENDATION: That the City Council approve acceptance of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Grant award and appropriate funds to enforce the illegal sale of tobacco products and apply and receive Grant monies to reimburse the City of Montebello for expenditures for up to \$70,000 covering fiscal years 2018/2019 and 2019/2020.

18. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ANDREW PASMANT

COMMENT: The City Council will consider approval and authorizing the Mayor to execute a Professional Services Agreement with Andrew Pasmant to continue performing the duties of Acting City Manager for the City of Montebello.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Professional Services Agreement with Andrew Pasmant on the terms set forth in the agreement.

19. CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT AND SET A DATE FOR A PUBLIC HEARING

COMMENT: The City Council will consider approval of the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District and establishment of the required Public Hearing for 6:30 PM on July 25, 2018, in the City Council Chambers. The properties benefiting from these improvements were assessed in FY 2017-2018 and in prior years. Continued assessment of the properties benefiting from these improvements is necessary to offset the cost of maintenance.

The properties benefiting from the landscape improvements will be assessed maintenance and operations costs established in the Preliminary Engineers Report for FY2018-2019. The costs will be funded with the annual assessments from the Assessment District No. 2005-01. There will be no impact on the General Fund.

RECOMMENDATION: It is recommended that the City Council adopt the resolution approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-01 and set a date for a Public Hearing for **6:30 PM on Wednesday, July 25, 2018 in the City Council Chambers.**

20. CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATIONS ASSESSMENT DISTRICT AND SET A DATE FOR A PUBLIC HEARING

COMMENT: The properties benefiting from the storm drain and sewer pump facilities were assessed for the maintenance costs in FY 2017-2018 and prior years for the operation and maintenance and future replacement of these improvements.

RECOMMENDATION: It is recommended that the City Council adopt the resolution approving the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and establish the Public Hearing for **6:30 PM on Wednesday, July 25, 2018 in the City Council Chambers.**

21. AWARD ON-CALL ELECTRICAL SERVICES CONTRACT (RFP # 18-42)

COMMENT: On April 5, 2018, the City issued Request for Proposal (RFP) No. 18-42 for On Call Electrical Services. There were two (2) responses to the RFP. The City Council will consider

awarding a contract for On-Call Electrical Services to Leeds Electric, Inc., and authorizing the Acting City Manager to execute the contract on behalf of the City.

RECOMMENDATION: It is recommended that City Council: (1) Award a three-year contract for \$30,000 per year to Leeds Electric, Inc. for On-Call Electrical Services (RFP # 18-42) for all City facilities and parking lots; and (2) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

22. AWARD ELEVATOR MAINTENANCE AND TESTING SERVICES CONTACT (RFP # 18-43)

COMMENT: Staff recommends awarding the annual contract to Elevator Support Services. This amount will be shared between Police, Public Works (Golf Course), Parks & Recreation, Transportation for their respective building elevators during the contract term three (3) years with an option to extend the contract for two (2) one-year terms.

Elevator Support Services, Inc.'s annual fee proposal to provide the services listed in RFP # 18-43 amounts to \$16,800.

RECOMMENDATION: It is recommended that City Council: (1) Award a three-year contract for \$16,800 per year to Elevator Support Services for Elevator Maintenance and Testing Services (RFP # 18-43) at all City facilities; and (2) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

23. AWARD OF CONSTRUCTION CONTRACT FOR C.P. 863 - VARIOUS STREET IMPROVEMENTS PROJECT CITYWIDE, RFP NO. 18-51, FISCAL YEAR 2017-2018 ("PROJECT") TO SEQUEL CONTRACTORS, INC.

COMMENT: The City Council will consider for approval: 1) awarding a construction contract for the PROJECT in the amount of \$646,530.18 to Sequel Contracting, Inc.; 2) authorizing the Acting City Manager to review and approve all change orders within a 5.4% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and 3) authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

Total Project costs of \$807,600.00 include the cost of design, topographic survey, geotechnical Investigation, project management, construction management and inspection, project construction cost and a six percent (5.4%) construction contingency. There is no impact on the General Fund Budget as sufficient funds have been budgeted to proceed with the project in the FY 2017-2018 Capital Improvement Project Budget.

RECOMMENDATION: That the City Council: (1) approve awarding a Construction Contract for C.P. 863, Various Street Improvements ("PROJECT"), RFP No. 18-51, FY 2017-2018 in the amount of \$646,530.18 to Sequel Contractors, Inc.; (2) authorize the Acting City Manager to review and approve all change orders within a 5.4% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and (3) authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

24. PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM & ASSOCIATES, INC.

COMMENT: The City Council will consider approving all additional necessary expenditures by Bucknam & Associates and will consider approving a First Amendment to the existing Professional Services Agreement which increases the contractual amount. The increase will assist completion of the Bicknell Park Booster Pump Station Project which, once complete, will provide reclaimed water to the Golf Course to irrigate the fairways and roughs and reduce consumption of potable water.

Funds for the proposed services will be funded through the existing Agreement with Central Basin Municipal Water District for the construction of the Bicknell Park Booster Pump Station, for which staff is also recommending a First Amendment to provide additional funding for the project.

RECOMMENDATION: That the City Council approve: (1) All additional necessary expenditures, by Bucknam & Associates, Inc., to complete the reviewing and responding to requests of information or clarifications of the existing plans and specifications, submitted by Cora Constructors for the Bicknell Booster Pump Station Project, which is under construction at the Golf Course; and (2) The First Amendment to the existing Professional Services Agreement.

25. FIRST AMENDMENT TO AGREEMENT NO. 3037 (SUPPLYING RECYCLED WATER FOR THE MONTEBELLO GOLF COURSE) WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT (CENTRAL BASIN)

COMMENT: The City Council will consider approval of the First Amendment to Agreement No. 3037 -Supplying Recycled Water to the Montebello Golf Course and authorize the Acting City Manager to execute the amendment on behalf of the City.

The total loan amount will be \$853,233.00. The City will be able to use a grant from the Metropolitan Water District of Southern California of \$279,883 to pay for the loan as well as savings from the purchase of recycled water (at a lower rate) than the purchase of potable water.

RECOMMENDATION: That the City Council approve the First Amendment to Agreement No. 3037 -Supplying Recycled Water to the Montebello Golf Course and authorize the Acting City Manager to execute the amendment on behalf of the City.

26. PREFERENTIAL PARKING DISTRICT ON THE 600 BLOCK OF 21ST STREET FROM LINCOLN AVENUE TO VICTORIA AVENUE

COMMENT: The City Council will consider approval of a resolution designating a preferential parking district on 21st Street from Lincoln Avenue to Victoria Avenue, as recommended by the Traffic and Safety Commission and as requested by a petition of nearby residents. The petition contained the sufficient number of resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program. Installation of the requested permit parking signs is estimated at \$2,500.

RECOMMENDATION: It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on the 600 block of 21st Street from Lincoln Avenue to Victoria Avenue, as recommended by the Traffic and Safety Commission.

27. REQUEST TO APPROVE THE CONTINUED AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR HELICOPTER SERVICES

COMMENT: The City of Montebello entered into an agreement with the Los Angeles County Sheriff's Department for non-emergent Air Support services on July 7, 2015. The contract has been amended on three occasions to adjust for hourly rate changes which occur due to the costs associated with flying and maintaining a helicopter. It is cost prohibitive to sustain our own helicopter program. For fiscal year 2017-2018, the total amount paid for non-emergent air support services was **\$5,316.34** which is consistent with the previous three years where the City has contracted with LASD. This amount is a fraction of what was paid to the El Monte Police Department.

Currently the budget for Air Support services is \$10,000.00. The Los Angeles County Sheriff's Department does not charge for their response and assistance to in-progress crimes. Invoices are only created when a request is made for non-emergent air support services.

RECOMMENDATION: It is recommended that the City Council approve Amendment Number 4 to the Helicopter Law Enforcement Services Agreement between the Los Angeles County Sheriff's Department and the City of Montebello – Agreement number 78390 / 3095.

28. TRANSTRACK END USER LICENSE AGREEMENT RENEWAL FY 2017-2018

COMMENT: The City Council will consider approving the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2017-2018.

The costs for TransTrack services are budgeted in the FY 2017/18 budget.

RECOMMENDATION: That the City Council approve the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2017-2018.

29. AMENDMENT TO THE DIAL-A-RIDE CONTRACT

COMMENT: With the approval of the proposed First Amendment, the City's Agreement with Fiesta Taxi will be revised to accurately reflect changes in compensation, extension of the Agreement's expiration date, and changes to the rate schedule, as well as the addition of a list of potential satellite points.

Approval of the First Amendment will allocate an additional \$80,000 for the Fiesta Taxi's continuance of services to the City's Dial-A-Taxi Program.

RECOMMENDATION: Adopt the First Amendment to the Agreement with Fiesta Taxi to continue Dial-A-Ride services.

CONSENT MATTERS

30. MONTHLY INVESTMENT REPORT

RECOMMENDED ACTION: Move to approve and file said report.

31. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to ***DENY*** the following claim: G. Ortega in the amount of \$25,000.00.

32. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 27, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated June 27, 2018.

33. APPROVAL OF MINUTES: REGULAR SESSION OF MAY 23, 2018 AND SPECIAL SESSION OF MAY 31, 2018

RECOMMENDED ACTION: Move to approve and file said minutes.

34. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (CONTINUED IF NECESSARY)

COUNCIL ORALS

35. MAYOR PRO TEM HADJINIAN

None.

36. COUNCILMEMBER ROMERO

- a. Increased truck and Traffic volumes impacting Montebello from marketplace
- b. Home 2 suites bonds, costs, delays and impacts
- c. Discussion of revenue enhancements

37. COUNCILMEMBER MOLINARI

Review and comment 2018-2019 Budget and outside contracts.

38. COUNCILMEMBER BARAJAS

None.

39. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: June 27, 2018

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION REQUESTING OVERSIGHT BOARD APPROVAL OF PROPOSED TERMS FOR THE DISPOSITION OF PROPERTY LOCATED AT 1345 N. MONTEBELLO, AND RELATED ACTIONS

This item pertains to the Costco v Montebello Successor Agency litigation matter listed on the closed session agenda, as well as the related closed session real property matter, and is reserved to discuss or report any closed session action taken by the Successor Agency.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Pete Roque, Code Enforcement Manager

SUBJECT: Receive Input on the 2018-2021 Draft Montebello Plan to Prevent and Combat Homelessness

DATE: June 20, 2018

RECOMMENDATION

It is recommended that the City Council approve the 2018-2021 Montebello Plan to Prevent and Combat Homelessness as proposed.

BACKGROUND

On March 7, 2017, voters approved Measure H, a quarter-cent Countywide sales tax, with a specific purpose to prevent and combat homelessness within the County. The measure included funding for mental health, substance abuse treatment, healthcare, education, job training, rental subsidies, emergency and affordable subsidies, emergency and affordable housing, transportation, outreach, prevention, and supportive services for homeless individuals, and other homeless adults. As part of their efforts, the County allocated \$2.0 million dollars to be used for planning grants to prevent and combat homelessness in Los Angeles County.

ANALYSIS

In October 2017, the County of Los Angeles (County) and the United Way of Greater Los Angeles' Home for Good Funders Collaborative awarded a planning grant to City of Montebello (City) to draft a Plan to Prevent and Combat Homelessness. The City of Montebello entered into an agreement with LeSar Development Consultants (LDC) for development of a plan to submit for eligibility of Measure H Grant funds.

The LDC team and City staff organized four (4) input session meetings and conducted various interviews to solicit feedback and develop strategies to solve the City's homelessness problem. The meetings also focused on ways to improve the quality of life for residents, neighborhoods, and the business community. LDC facilitated the meetings and collected the pertinent information for the development of the homeless plan. LDC also interviewed key stakeholders from the City Departments. The information gathered at the input sessions and interviews helped formulate the goals and strategies for inclusion of the plan and best reflect the priorities and needs that align with the Homeless Initiative strategies adopted by the County Board of Supervisors and funded by Measure H.

FISCAL IMPACT

There is no impact on the General Fund for the approval of the plan. Adoption and submittal of the plan will allow the City to become eligible for additional Measure H Grant funding to support implementation of the Homelessness Plans. Grant solicitations for Measure H Grant funds are scheduled to be released later this Summer.

SUMMARY

The City Council will consider approval the 2018-2021 Montebello Plan to Prevent and Combat Homelessness and direct staff to submit the plan to Los Angeles County.

ATTACHMENTS

2018-2021 Draft Montebello Plan to Prevent and Combat Homelessness



Plan to Prevent and Combat Homelessness (2018 - 2021) **DRAFT**

Prepared by:



In collaboration with:



About the City of Montebello Plan to Prevent and Combat Homelessness

In October 2017, the County of Los Angeles (County) and the United Way of Greater Los Angeles' Home for Good Funders Collaborative awarded a planning grant to City of Montebello (City) to draft a Plan to Prevent and Combat Homelessness (Plan). In late 2017, the City approved an agreement with LeSar Development Consultants (LDC) to assist with the development of the Plan.

The LDC team and the City staff organized three input session meetings and conducted various interviews to solicit feedback and develop strategies to solve the City's homelessness problem. The meetings also focused on ways to improve the quality of life for residents, neighborhoods, and the business community. LDC facilitated the meetings and collected the pertinent information for the development of the homeless plan. LDC also interviewed key stakeholders from the City Departments. The information gathered at the input sessions and interviews helped formulate the goals and strategies for inclusion of the plan and best reflect the priorities and needs that align with the Homeless Initiative strategies adopted by the County Board of Supervisors and funded by Measure H.

The City staff and the LDC team presented the Plan to the City Council on **[Insert Date]** 2018. The City Council unanimously adopted the Plan by all Councilmembers including:

Mayor Vanessa Delgado
Mayor Pro Tem Jack Hadjinian
Councilmember Art Barajas
Councilmember William Molinari
Councilmember Vivian Romero

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Purpose of the Plan

Cities have played a vital role in addressing homelessness since the inception of the Los Angeles County Homeless Initiative. In October 2017, the County Homeless Initiative and the United Way of Greater Los Angeles' Home for Good Funders Collaborative granted Phase 1 funding to cities, including the City of Montebello (City), to develop a Homelessness Plan that will serve as a road map for the city's participation in preventing and combating homelessness over the course of three (3) years (2018 – 2021). Specifically, the Plan aims to the following overarching goals to address homelessness:

- Reduce the extent and scope of homelessness within the City
- Align City resources with County investments
- Improve quality of life for all residents

The City is responsible for overseeing the goals and strategies, reporting on progress, as well as updating or adding new goals and strategies over time. At minimum the plan will be reviewed on an annual basis. This Plan will also position the City to become eligible to apply for the County Homeless Initiative Phase 2 funding for the implementation of the Plan.

The City is committed to work with the local community, neighboring cities, and regional bodies to develop strategies that will equitably distribute homeless housing and services across the region according to need. These efforts include strengthening existing and forging new partnerships to efficiently deploy resources and maximize impact for those at risk of or experiencing homelessness.

Regional Efforts

The City is committed to working with the local community, neighboring cities, public agencies, and regional bodies to develop strategies that will equitably distribute homeless housing and services across the County according to need.

Montebello is a member of both the San Gabriel Valley Council of Government (SGVCOG) and the Gateway Cities Council of Governments (GCCOG). SGVCOG is working closely with its member cities in the development of their Homelessness Plans, which are specifically tailored to meet their local needs. Collectively, the cities' Homelessness Plans will inform the SGVCOG of potential subregional strategies for the cities to implement in an effort to combat and prevent homelessness across San Gabriel Valley. SGVCOG is also establishing subregional workgroups, which include convening cities along the riverbed. After the cities submit their Homelessness Plans to the County, SGVCOG will convene a Subregional Post-Plan Summit in August 2018 to share the plans and continue engaging with the cities in subregional coordination. SGVCOG will also take part in assisting the cities in implementing their Homelessness Plans.

GCCOG is also updating its regional homelessness plan, which includes its ongoing collaboration with Montebello as part of the Local Coordinating Alliance (LCA) 2 and convening the Gateway Cities Ad Hoc Committee on Homelessness.

Homelessness in Montebello

According to the Los Angeles Homeless Services Authority (LAHSA) Greater Los Angeles Homeless Count, the point-in-time homeless population in Los Angeles County (County) was 53,195—a decrease of 3% from 2017. The City experienced a significant increase in its homeless population between 2016 and 2017 from 52 people to 362. However, the homeless count decreased by 4% from 2017 to 2018. In 2018, LAHSA identified 349 homeless persons in the Montebello (see **Figure 1** and **Figure 2**).

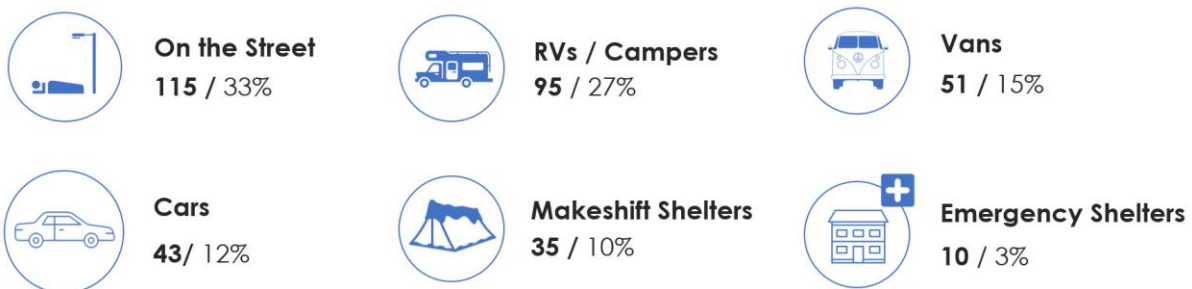
Figure 1: Montebello Homeless Count (2016-2018)

Type	2016	2017	2018	% Change (2017-18)
Streets	18	37	115	211%
RVs	4	103	95	-8%
Vans	8	89	51	-43%
Cars	11	65	43	-34%
Makeshift Shelters	8	58	35	-40%
Shelters	0	0	10	100%
Tents	3	10	0	-100%
Total	52	362	349	-4%

Source: Los Angeles Homeless Services Authority

Figure 2: Montebello Homeless Count (2018)

2018 Homeless Count: 349 persons



Source: Los Angeles Homeless Services Authority

Current Homelessness Efforts

The following outlines the City's current activities dedicated to individuals and families experiencing homelessness and those facing housing instability:

Mental Evaluation Team Homeless Outreach

- The City's Mental Evaluation Team (MET) Homeless Outreach is led by Officer Lisa Bustos of the Montebello Police Department, along with clinician Rosaura Juarez from the Los Angeles County Department of Mental Health (DMH).
- The MET team provides street outreach to homeless individuals, particularly in areas along the riverbed or homeless encampments in the City.

Figure 3: Montebello Mental Evaluation Team Homeless Outreach



People Assisting the Homeless (PATH)

- The designated Coordinated Entry System (CES) lead agency for the Service Planning Area (SPA) 7 is People Assisting the Homeless (PATH).¹ PATH serves single adult homeless individuals by providing a seamless connection to services and housing.
- PATH also responds to service requests from the PATH Gateway Connections Hotline, which is available for persons experiencing homelessness, and any agency or person who like to call about a person experiencing homelessness.

¹ Coordinated Entry System aligns single adult, family, and youth systems into a seamless, collaborative, county-wide platform for housing and service delivery to homeless households. SPA 7 serves the communities in East Los Angeles, including Artesia, Bell, Bellflower, Bell Gardens, Cerritos, City of Commerce, City Terrace, Cudahy, Downey, East Los Angeles, Hawaiian Gardens, Huntington Park, La Habra Heights, Lakewood, La Mirada, Los Nietos, Maywood, Montebello, Norwalk, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Walnut Park, Whittier, and others.

Whittier Area First Day Coalition

- Whittier Area First Day Coalition serves as a subcontractor to PATH to provide homeless services to single adults for the cities of Montebello, Whittier, Pico Rivera, Santa Fe Springs, La Mirada, and the unincorporated areas in the region.
- Outreach staff at Whittier Area First Day Coalition also work with the City's Mental Evaluation Team to connect people to services.
- Whittier Area First Day Coalition also encounters some homeless families in which they would initiate the case management and then provide a warm transfer of the case over to The Whole Child, which serves as the CES lead agency for families (see below).
- The coalition have also worked with local organizations that provide services for homeless veterans, such as the The Hook Up Resource Center and the KeKoa Veteran Foundation in Montebello.

The Whole Child

- The Whole Child (Whole Child), serves as the CES lead agency for families experiencing, or is on the brink of, homelessness in the City of Montebello.
- In FY16-17, Whole Child assisted three families with permanent housing, as well as assisted 18 extremely-low income residents. Whole Child also provides case management, housing search and placement, rental assistance, and other services as appropriate.
- Whole Child also work in partnership with the Montebello Unified School District to assist families with children identified as homeless under the McKinney-Vento Homeless Assistance Act (see below).

Montebello Unified School District (MUSD)

- The Montebello Unified School District (MUSD)'s Families in Transition Program provides student and family services, that are identified as homeless under the McKinney-Vento Homeless Assistance Act, that support the development of academic achievement.²
- MUSD identified over 800 McKinney-Vento students, in which 415 of these students are current residents of Montebello.
- MUCD operates a Transition Resource Center at Laguna Nueva School in Commerce, which provides basic needs to homeless students and their families, such as school supplies, toiletries, clothing, blankets, towels, etc.

Jovenes, Inc

- Jovenes is the CES lead agency providing services to transitional age youth (ages 18 to 25) who are experiencing homelessness, such as short-term housing solutions through emergency shelters.

East San Gabriel Valley Coalition for the Homeless

- The East San Gabriel Valley Coalition for the Homeless (ESGVCH) is a non-profit organization that assists people to find permanent housing, as well as assist them to become self-supporting.
- ESGVCH's Emergency Assistance Center (EAC) staff provides emergency services in Montebello, and have served 161 unduplicated and 464 duplicated client visits in FY 2016-17.

² The McKinney-Vento Homeless Assistance Act defines homeless as children and youth who "lack a fixed, regular, and adequate nighttime residence", such as staying in motels/hotels and couchsurfing, as well as living in transitional/emergency shelters, cars, overcrowded housing, abandoned buildings, public spaces, and other spaces.

- EAC staff provided 495 hot meals, 492 lunches to-go, as well as provided 431 people with hygiene materials, such as soap, lotion, razors, shampoo, etc.
- EAC staff also calculated 196 showers, 74 emergency food boxes, \$4,602 in motel vouchers, clothing to 410 Montebello clients, and advocacy to 137 persons all from the Montebello area.

Heart of Compassion

- Heart of Compassion (GOC)
- HOC hosts the Hope for the Homeless events, which provides food, a warm meal, clothing, hygiene products, haircuts, manicures, portable showers, etc.

Figure 4: Hope for the Homeless Event (April 21, 2018)

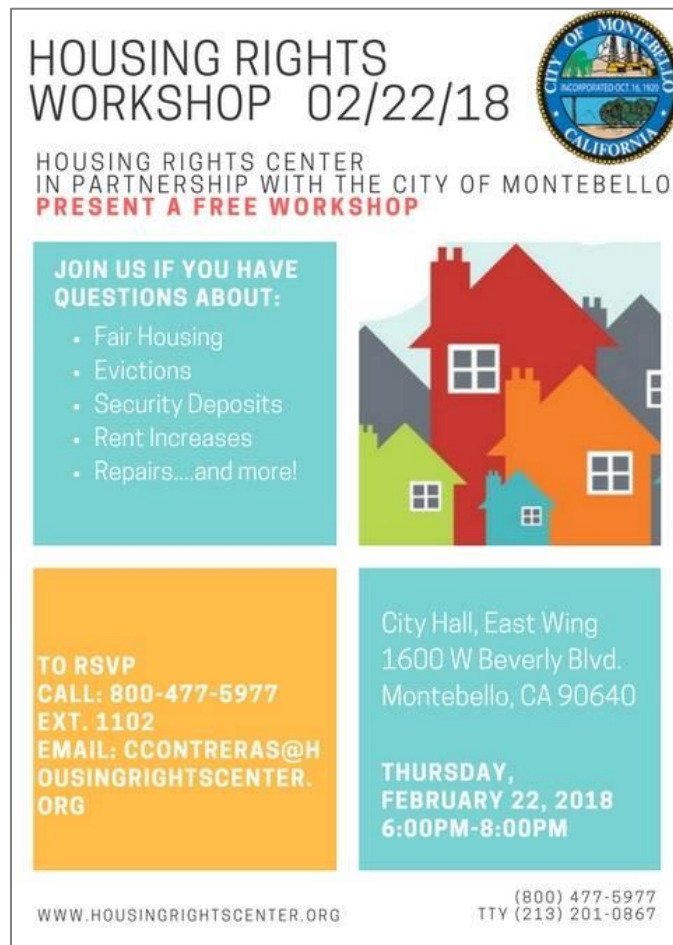


Source: Heart of Compassion

Housing Rights Center (HRC)

- The Housing Rights Center (HRC) supports and promotes fair housing to Montebello residents by addressing fair housing complaints, discrimination, etc.
- In FY 2016-17, HRC served 140 Montebello residents.
- HRC conducted Housing Rights Workshops at the Montebello Regional Library on November 28, 2016 and November 20, 2017. HRC recently partnered with the City of Montebello to host a workshop at the City Hall on February 22, 2018.

Figure 5: Housing Right Workshop Flyer



San Gabriel Valley Council of Governments (SGVCOG)

- Montebello is a member of the SGVCOG. The SGVCOG recently hired a Homeless Coordinator who is currently working with the COG member cities to coordinate a regional strategy in combatting and preventing homelessness.

Gateway Cities Council of Governments (Gateway Cities COG)

- Montebello is also a member of the Gateway Cities COG. In March 2011, the Gateway Cities COG, in partnership with PATH Partners, developed a Homeless Action Plan. The COG is currently in the process of updating the plan. Within the plan, the Gateway Cities COG also developed four regional groups within the COG called Local Coordinating Alliances (LCA). Montebello is part of LCA 2, which is comprised of the following cities: La Mirada, Pico Rivera, Santa Fe Springs, and Whittier.
- The Gateway Cities COG also organizes Committee on Homelessness, which includes one elected official from the City of Montebello.

The table below shows the City's funding for homeless-related activities in recent years from the Community Development Block Grant.

Table 1: City Funding and Activities Related to Combatting and Preventing Homelessness

Entity	Activity	FY 15/16	FY 16/17	FY 17/18
Whole Child	Provides outreach and case management to families in Montebello	\$5,000	\$7,500	\$7,000
East San Gabriel Valley Homeless Coalition	Provides emergency services, such as food, hygiene kits, clothing, etc. to people in need in Montebello	\$5,000	\$7,500	\$10,000
Heart of Compassion	Provides fresh food and goods to families in Montebello	\$15,000	\$15,000	\$28,000
Housing Rights Center	Provides support and promote fair housing to Montebello residents	\$20,000	\$20,000	\$20,000
Total		\$45,000	\$50,000	\$65,000

Homelessness Plan Process

The City coordinated a series of stakeholder input meetings and interdepartmental interviews over the course of six months with the assistance of LeSar Development Consultants (LDC), a consulting firm retained through a Home for Good Funders Collaborative planning grant. The input sessions educated stakeholders about best practices in addressing homelessness, current city efforts to prevent and combat homelessness, and solicited feedback about the challenges and opportunities related to addressing homelessness in the City. The meetings engaged a broad network of stakeholders from public, private, and non-profit sectors, including city departments directly serving or impacted by homelessness, service providers, residents, and community and business leaders. The following section provides a summary of the four input sessions conducted by the City and LDC. The input sessions included a brief presentation followed by feedback from the stakeholders on the current challenges and potential strategies to include in the Plan.

Input Session #1:

- Held on February 27, 2018
- Attendees included the following departments: Montebello Police Department, Montebello Fire Department, LA County Department of Mental Health, Los Angeles County Sheriff's Department, Public Works, Planning, Parks & Recreation, Code Enforcement, and Administration

Input Session #2:

- Held on March 28, 2018
- Attendees included Mayor Pro Tem Jack Hadjinian and representatives from the following organizations: Montebello Chamber of Commerce, PATH, Whole Child, Montebello Unified School District, Jovenes, Habitat for Humanity, East San Gabriel Valley Coalition for the Homeless, and Heart of Compassion

Input Session #3:

- Held on May 3, 2018
- Attendees included the Gateway Cities COG representative, as well as representatives from the following local faith-based organizations and service providers: PATH, Whittier First Day Coalition, West LA Veterans Affairs Keko Veteran Foundation, New Hope Extended Living, The Lords Grace Church, Heart of Compassion, Park Avenue Christian Church, New Harvest Christian Fellowship, and Montebello Plymouth Congregation Church

Input Session #4:

- Held on May 10, 2018
- Attendees included members from the local community.

A list of challenges related to homelessness identified by the stakeholders is summarized in **Appendix A**, and a list of strategies identified by the stakeholders is summarized in **Appendix B**. The goals and actions set forth in this Plan incorporates the potential strategies identified by the City and stakeholders.

**Figure 6: Input Session with Faith-Based Organizations and Service Providers
(May 3, 2018)**



**Figure 7: Community Input Session
(May 10, 2018)**



(Source: LeSar Development Consultants)

Goals and Supporting Actions

Each goal in the following sections is outlined as required in the County's grant template, to access the resources currently available to address the challenge, identify opportunities for City and County collaboration, and present a plan to implement the identified strategies. Each goal includes the following information:

Goal - List a goal identified during the planning process. Is it tied to a County Homeless Initiative Strategy? If so, identify which strategy.

Supporting Action - Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

Associated policy changes - Describe specific policy changes for each identified strategy, where applicable. Administrative or other changes necessary to achieve the goal may also be identified. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Describe the intended process for enacting the policy change. List the stakeholders/partners needed to engage to enact the policy change.

Goal Measurement - What metrics will be used to track progress? What are the data sources? When will the measurement occur?

Goal Ownership - Who is responsible for directing implementation, management and measurement of the goal and its related actions?

Leveraged City Resources - What City resources will be deployed or leveraged in support of the goal?

Timeline - Detail a timeline of major tasks to achieve this goal.

The Plan includes six (6) goals to combat and prevent homelessness:

Goal #1: Better Understand the City's Homeless Population

Goal #2: Coordinate with Regional Partners on Homelessness Plan Implementation

Goal #3: Explore the Feasibility of Shelter Options and Services

Goal #4: Promote the Development of Affordable Housing

Goal #5: Enhance Current Homelessness Engagement Activities

Goal #6: Expand Access to Workforce Development and Employment Programs



Goal 1: Better Understand the City's Homeless Population

Homeless Initiative Strategy Link(s): None

Action 1a

Identify current city staff in Montebello to coordinate with regional partners and oversee the implementation of the Montebello Homelessness Plan

- Explore Phase II County Homeless Funding Grant for eligibility and availability

Measurement:	Homelessness coordinator designated within Year 1
Ownership:	Designated city staff to serve as the Montebello Homeless Coordinator
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline:	Year 1

Action 1b

Collect data on the City homeless population and analyze the data to inform decision making

- Work with PATH and Whittier First Day to analyze CES and Homeless Management Information System (HMIS) data on homelessness in Montebello
 - Including responses to the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment and other indicators of a person's overall health and wellbeing
- Analyze the data to determine the acuity score to identify appropriate housing intervention strategies in the City

Measurement:	Summary of report of City homeless data with analysis
Ownership:	Montebello Homeless Coordinator
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline	Year 1



Goal 2: Coordinate with Regional Partners on Homelessness Plan Implementation

Homeless Initiative Strategy Link(s): E6, E7

Action 2a

Participate in regional coordination activities with the San Gabriel Valley Council of Governments and partnering cities (*E6: Expand Countywide Outreach System; E7: Strengthen the Coordinated Entry System*)

- Identify and coordinate shared resources
- Participate in the forthcoming Regional Riverbed Cities Workgroup convened by SGVCOG to develop a strategy to reduce homeless encampments along the riverbeds in the San Gabriel Valley region to address public health and public safety concerns in the community
 - Identify “hotspot” locations for engagement
 - Identify and facilitate the relocation of encampment inhabitants into shelters or other housing
 - Learn best practices in addressing encampments located in the riverbeds
 - Work with SGVCOG to develop a joint outreach strategy with other cities to refer homeless individuals along the riverbed to housing and services
 - Montebello to apply a similar outreach strategy to address homeless encampments located at the City’s parks, public library, and businesses

Measurement:	Regional attendance at meetings, participating in activities related to regional coordination of homelessness plan implementation
Ownership:	Montebello Homeless Coordinator
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline	Year 1, ongoing

Action 2b

Continue to participate in regional coordination activities with the Gateway Cities Council of Governments (*E6: Expand Countywide Outreach System; E7: Strengthen the Coordinated Entry System*)

- Identify and coordinate shared resources with the Gateway Cities COG Local Coordinating Alliance (LCA) 2, which includes cities La Mirada, Montebello, Pico Rivera, Santa Fe Springs, and Whittier
- Attend subregional meetings

Measurement:	Regional attendance at meetings, participating in activities related to regional coordination of homelessness plan implementation
Ownership:	Montebello Homeless Coordinator
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline	Year 1, ongoing



Goal 3: Explore the Feasibility of Shelter Options and Services

Homeless Initiative Strategy Link(s): B7, D5, E6, E7, E8

Action 3a

Identify public and privately-owned sites for development of an emergency shelter and pursue funding for shelter development, operation, and services (*B7: Interim/Bridge Housing for those Existing Institutions; E8: Enhance the Emergency Shelter System*)

- Pursue Measure H acquisition/rehab funding (Strategy E8) and other County Homeless Initiative capital funds
- Pursue Measure H funding (Strategy B7) for shelter beds serving as interim/bridge housing for persons exiting institutions
- Identify community organizations and individuals interested in sponsoring shelter beds
- Consider MOU with other cities that can contribute funding/resources to accommodate shelter referrals from their jurisdiction

Measurement:	• Site(s) identified and vetted, decision made regarding pursuit of opportunities in Year 1
Ownership:	City Planning & Community Development - Planning Division
Leveraged City Resources:	Staff time to develop and vet site list and oversee development process
Associated Policy Changes:	No policy changes
Timeline	Year 1-3

Action 3b

Identify underutilized public-owned sites for development of an access center serving homeless individuals and families (*D5: Support for Homeless Case Managers, E6: Expand Countywide Outreach System*)

- Potential office space for local homeless service providers (e.g., PATH, Whole Child, Whittier First Day, Jovenes, etc.)
- VI-SPDAT assessment and CES access point
- Portable showers, bathrooms
- Storage facility
- Medical and mental health services

- Transportation vouchers for access to offsite services

Measurement:	• List of potential onsite services developed and vetted by end of Year • Services plan developed in Year 2
Ownership:	City Planning & Community Development - Planning Division
Leveraged City Resources:	Staff time to explore feasibility of onsite service and oversee development of service plan
Associated Policy Changes:	No policy changes
Timeline	Year 1-2

Action 3c

Explore a safe parking program that will provide a safe place for those living in their vehicles to stay overnight and get connected to services (*D5: Support for Homeless Case Managers, E6: Expand Countywide Outreach System*)

- Identify public or privately-owned locations suitable for establishing a temporary safe parking program
- Explore potential partners and funding opportunities to operate the program
- Explore options for onsite mobile showers and mobile health unit
- Link safe parking program to Coordinated Entry System (CES)
- Include security onsite

Measurement:	• Site list developed, feasibility assessed within 6 months • Funding sources identified and secured by end of Year 1 • Partnerships established with service providers, CES by end of Year 1
Ownership:	City Planning & Community Development – Code Enforcement Division
Leveraged City Resources:	Staff time to identify sites and develop the program
Associated Policy Changes:	No policy changes
Timeline:	Year 1-2



Goal 4: Promote the Development of Affordable Housing

Homeless Initiative Strategy Link(s) F2, F4, F6

Action 4a

Strengthen policies that facilitate the development of affordable, bridge, and supportive housing. Explore feasibility of developing or expanding (*F7: Incentive Zoning/Value Capture Strategies*):

- Incentive zoning policies (e.g., density bonus)
- Housing overlay zoning
- Development agreements
- Ease restrictions for Accessory Dwelling Units (ADU)

Measurement:	Policy drafts completed by end of Year 1, implemented in Year 2
Ownership:	City Planning & Community Development - Planning Division
Leveraged City Resources:	City staff time
Associated Policy Changes:	• Incentive Zoning Ordinance ○ Incentives (e.g., reduced parking requirements, density bonuses) offered to a housing developer in exchange for including income-restricted units within the development. • Housing Overlay Zoning Ordinance ○ An overlay on existing zoning that offers incentives for inclusion of affordable units. Incentives may include reduced parking, density bonuses, expedited permit processing, fee waivers, etc. • Development Agreements ○ City may require inclusion of affordable units in market-rate developments or in-lieu fees for development on publicly owned land. • Accessory Dwelling Unit Ordinance ○ Expedite review and approval of permits for building ADUs. ○ Include fee waivers to incentivize development. ○ Include amnesty program to bring existing ADUs into compliance.
Timeline:	Years 1-2

Action 4b

Pursue strategies that generate funding to develop affordable and supportive housing (F2: *Linkage Fee Nexus Study*)

- Explore the feasibility of a linkage fee or inclusionary housing program as a strategy to generate revenue sources to fund the development of more affordable housing

Measurement:	Draft feasibility study
Ownership:	City Planning & Community Development - Planning Division
Leveraged City Resources:	City staff time
Associated Policy Changes:	Possible policy changes may be required if the City approves a linkage fee or inclusionary housing
Timeline	Year 1-3

Action 4c

Identify blighted or underutilized sites for affordable and supportive housing development (F6: *Using Public Land for Homeless Housing*)

- Generate list of all public and private underutilized properties within the city that are potentially suitable for housing development
- Engage affordable housing developers and property owners when applicable to discuss development opportunities

Measurement:	• Potential sites identified
Ownership:	City Planning & Community Development - Planning Division
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline:	Years 1-2



Goal 5: Enhance Current Homelessness Engagement Activities

Homeless Initiative Strategy Link(s): E4, E7

Action 5a

Ensure First Responders in Montebello participate in the County's First Responders Training and the Law Enforcement Homeless Outreach Services Team (HOST) Program³ (*E4: First Responders Training; E6: Expand Countywide Outreach System*)

- Attend the County's First Responders Training as a prerequisite to participate in the Law Enforcement Homeless Outreach Services Team (HOST) Program
- Execute the Memorandum of Agreement (MOA) between the Los Angeles County Sheriff's Department (LASD) for the HOST Program
- Develop and implement a protocol to submit documentation and invoices (e.g., number of hours of outreach conducted, number of homeless individuals contacted, types of services provided, etc.) of homeless outreach activities eligible for reimbursement, including referrals to housing, rehabilitative services, and support

Measurement:	• Number of first responders trained • MOA executed with the LA County • Number of homeless individuals contacted and referred to services
Ownership:	Montebello Police Department; Montebello Fire Department
Leveraged City Resources:	Staff time to attend the training program
Associated Policy Changes:	Update the Police Department protocol to facilitate the recommendations from the First Responders training, if necessary
Timeline	Year 1

Action 5b

Enhance the existing homeless resource guide of available services and facilities supporting those who are currently homeless or on the brink of becoming homeless (See Appendix C)

- Work with faith-based organizations and other homeless service providers
- Make the hard copies of the guide available for the community, including local businesses and the public library, as well as make it available online

³ The mission of the HOST program is to work collaboratively with public and private partners to assist homeless individuals and address problems associated with encampments. The objective of the HOST Program will be met by law enforcement HOST teams, working in collaboration with outreach teams, consisting of subject matter experts, housing, mental health and recovery case managers and service providers, to get homeless individuals the services they need.

Measurement:	• Completion of community toolkit and resources guide
Ownership:	Montebello Homeless Coordinator
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline	Year 1, ongoing

Action 5c

Expand engagement with landlords to participate in landlord incentive programs

- Provide and display materials throughout the City to encourage landlords to participate in the following programs:
 - Homeless Incentive Program (HIP)
 - Housing Authority of the County of Los Angeles
 - Flexible Housing Subsidy Pool/Housing for Health
 - LA County Department of Health Services and Brilliant Corners
 - Rapid Re-Housing
 - Union Station Homeless Services
- Encourage local faith-based organizations to attend and/or host landlord engagement workshops
- Identify partnering with neighboring cities to host the workshops

Measurement:	• # of landlords participating in the programs
Ownership:	City of Montebello in collaboration with the Housing Rights Center
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline	Year 1, ongoing

Action 5d

Collaborate with the United Way's Everyone In campaign to end homelessness

- Participate in upcoming community events
- Adopt consistent messaging on homelessness

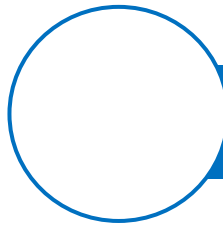
Measurement:	• Participation in the upcoming community event
Ownership:	Montebello Homeless Coordinator
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline	Year 1, ongoing

Action5e

Continue to participate in the LAHSA Greater Los Angeles Homeless Count

- Encourage community members and local businesses to volunteer for the annual Great Los Angeles Homeless Count to increase engagement between leaders, residents, and stakeholders to ensure an accurate count

Measurement:	Number of volunteers
Ownership:	Montebello Homeless Coordinator; Montebello Police Department
Leveraged City Resources:	Staff time
Associated Policy Changes:	No policy changes
Timeline	Annually



Goal 6: Expand Access to Workforce Development and Employment Programs

Homeless Initiative Strategy Link(s): C1

Action 6a

Encourage the Chamber of Commerce and local businesses to participate in the CalWORKS program (*C1: Enhance the CalWORKS Subsidized Employment Program for Homeless Families*)

- Collaborate with the Chamber of Commerce and local businesses

Measurement:	• Annual increase in the number of local businesses employing homeless and formerly homeless people through the CalWORKS program (administered by the County of Los Angeles)
Ownership:	Montebello Homeless Coordinator
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy changes
Timeline	Year 1-3

Appendix A - Stakeholder Input Sessions: Summary of Identified Challenges

Staff of City Departments and City Council

- Difficulty engaging the chronically homeless – often 15-20 regulars that PD/DMH interact with who refuse services, or others who are passing through
- Hidden at-risk population – families doubled, tripled up in illegal conversions – do not ask for services, don't get in contact if exploited until it's too late
- Safety hazards with illegal conversions that Code Enforcement has come across
- Homeowners are interested in ADUs, but for market rate
- Shelters in nearby areas are for always over capacity or beds are for specific populations
- Concern about fair share of cities in the area; if Montebello offers variety of services and housing, will it be a magnet for those in surrounding cities?
- Clean-ups in parks and other encampment areas – safety hazards created with belongings, furniture, etc.
- Challenge motivating property owners, landlords, other NIMBYs to change attitudes
- Currently, nonprofit developers do not provide certain revenues the city needs versus market rate development
- The little affordable housing stock that does exist in Montebello (e.g. Sec 208) is rapidly being converted into market rate housing
- High barriers to getting people into CES, getting people income or other documents etc.
- City has attempted to assemble land with HOME and CHDO funds for affordable housing – funding has been an issue, limited opportunity
- Some of the public expected Measure H to act as a quick solution and get people off the street, but do not see results of it and are unhappy about it
- Law enforcement, religious leaders, residents do not know about all the services available for referral – it is not a pulse on a central list of resources
- Code Enforcement Division received complaints in the following year that may be related to homelessness
 - 10 complaints regarding parked RVs
 - 20 complaints regarding trespassing; and
 - 5-10 complaints regarding encampments

Service Providers, Faith-Based Community, Chamber of Commerce

- NIMBYism, public attitude towards homelessness
- Whittier First Day is always over capacity; no general beds, only Whittier and AB109
- Lack of [affordable] housing in the City, Measure H funding does not provide units – if landlords do not want to rent to families or individuals who are homeless or low-income, it becomes difficult for service providers to utilize the funding and place people
- Difficulty getting funds from LAHSA/Measure H funding for small nonprofits (beyond funding for winter shelter program)
- VISPDAT assessment limits resources assistance for some people if they do not seem “severe” enough

- Motels for temporary housing is costly, especially for nonprofits providing vouchers
- Montebello lacks a close-knit clergy association, such as Whittier and Norwalk, and generally agencies are not working/operating together in the City and nearby areas
- Business providers are dealing with an increase in individuals experiencing homelessness; while they struggle with a negative impact on business, most business owners want to help to find a solution
- Concerns about fair share with other cities in the region
- No employment or workforce program at the City or Chamber; felonies or other legal issues may place barrier on access to jobs
- Shared disappointment that City has not been as supportive of local nonprofits as they could be, and is fearful of shelters and transitional housing being in Montebello
- SPA 7 generally does not have as many resources as other SPAs, sometimes have to link to services outside of the SPA
- City and service providers are very siloed, and the city should consider participating in case conferencing
- Service providers have tried to reach out to City staff to collaborate on potential projects and programs, but have not heard back

Family Organizations – Montebello Unified School District, Whole Child

- School District has low-capacity for McKinney-Vento students, and is facing challenges with families who need last-minute help, especially over the weekend or outside of business hours; they lack funding for temporary assistance because federal dollars are restricted
 - Currently 441 students (of roughly 800 students) identified as homeless in the City of Montebello under McKinney-Vento (MV) (at-risk and over-housed, in addition to house-less)
 - They know there are even more families than counted, haven't self-identified
 - School District fundraises for additional assistance, but often not able to provide for more than 1-2 nights for families
- Many families who are in unstable housing or doubled up with other families do not consider themselves homeless because they believe their basic needs are being met, or they do not want to disclose/self-identify out of fear because undocumented or have faced issues with Department County of Children and Family Services, etc.
- The stigma of homelessness keeps families from disclosing their struggles, and crises surface at the last minute instead of months before when could have been prevented
- High rent and deposits are largest barriers for families to move into a new home
- Concern about mental health and stability – for both students and parents
- Whole Child and other service providers will not be receiving CDBG funding next year
- While employment is important, it is not the priority for families who are in crisis
- Many foundations are scaling back their support to service providers because of Measure H, but do not understand the restrictions of where Measure H dollars are going

Community Members

- Cited job loss, lack of affordable housing, mental illness as causes of homelessness
- City is approving more market rate housing than affordable housing
- Some shelters are deemed unsafe for some homeless individuals

- There is a need for transitional and supportive housing because homeless individuals prefer to stay in Montebello
- There is a majority of the homeless population living in cars, but face a challenge in potential ordinances that may displace them elsewhere

Appendix B - Stakeholder Input Sessions: Summary of Identified Strategies

Staff of City Departments/Council

- Understand and track local resources available – e.g. faith-based (St. Benedict's, Heart of Compassion, DPSS, DMH, etc. – determine what can be supported/enhanced
- Potential that individuals would be more motivated to receive mental health treatment, housing if services were concentrated
- Lower barriers for basic needs, e.g. free ID waivers
- Increasing capacity/space of Whittier First Day and other nearby shelters

Service Providers, Faith-Based Community, Chamber of Commerce

- Stronger partnership between City and Whole Child, School District, ESGVCH and other service providers to best assist residents facing homelessness
- Have the City engage landlords to participate in voucher programs and assist the school district/other service providers in housing families; additionally, engage hotels/motels to house families until they have their appointments at Family Solutions Center
- Public Education for the community – through City website, Chamber website/email newsletters to outreach list, outreach to landlords to accept vouchers and participate in Rapid Rehousing (RRH)
- Creative paths towards homeownership (Habitat)
- Constructing ADUs, any other housing approaches including shared housing (e.g. SHARE!), affordable housing, vouchers, transitional housing, crisis shelters, etc.
- More prevention services for residents at-risk, financial education for families; continue working with partners such as Housing Rights Center.
- Identify churches, or Montebello Mall, that can provide shelter or a safe parking lot program, mobile showers and restrooms – consider regional parking lot program
- Increase employment services and training for families – DPSS, DMH, low-income childcare, GAIN, other employment services; also, consider opportunities for Montebello Adult Education Center to provide training to homeless individuals
- Chamber/Business community – consider local hiring for homeless/formerly homeless if businesses have the capacity, work with corporations who have a social responsibility arm to provide funding for local solutions
- Whittier First Day is hiring a Rapid Rehousing case manager, with an additional 25 RRH slots for individuals they serve
- More crisis and bridge housing across all systems – transition aged youth, single adults, families; hotel/motel conversions, RV parks, tiny homes
- Drop-in Center that serves as a one-stop-shop for resources, food, showers, shelter
 - There are many properties within the city that are underutilized, such as Acuna Park building, Armory site, MUSD properties, etc.
- If On-The-Job or any other job training is provided as a resource, it's essential that childcare is provided as it's costly and necessary for people to stay in jobs

Family Organizations – Montebello Unified School District, Whole Child

- School District – determine best time/location/needs for school parents to be involved in life skills workshops; explore how MCK-Vento students and parents' can be better served for mental health issues and trauma
- Increase prevention services for families, financial education, etc.
- Explore City partnering with local hotels for X number of rooms for a discounted rate for family bridge housing while they wait for FSC, DPSS, etc.; Or, consider support of a family shelter or houses for more of a home setting for families in transition in Montebello, don't want to have to move families outside of city/school district
- Begin conversations with faith-based organizations about how to coordinate, share resources
- Educate community about homelessness, understand the collaborative effort it will take to end homelessness
- More permanent and bridge housing for high barrier families – PSH, vouchers, etc.

Community Members

- There are many underutilized properties that could serve as facilities serving homeless population
- The City needs to become more involved in solving homelessness
- Lack of landlords that would accept vouchers
- Are interested in how private businesses and large corporations could contribute, such as give monetary donations for housing
- City needs to work closer with the service providers who work in the frontline and directly with the homeless population
- Build a drop-in center that provides various services, such as in Acuna Park, which is considered rarely used.
- Consider a safe parking lot that will work as access centers
- Re-establish the park ranger program to monitor the parks
- Build more crisis shelters



City of Montebello Homelessness Plan (2018-2021)

Presentation to the City Council
June 27, 2018

Prepared by:



In collaboration with:



2016 - 2018 Homeless Count

Type	2016	2017	2018	% Change (2017-18)
Streets	18	37	115	211%
RVs	4	103	95	-8%
Vans	8	89	51	-43%
Cars	11	65	43	-34%
Makeshift Shelters	8	58	35	-40%
Shelters	0	0	10	100%
Tents	3	10	0	-100%
Total People	52	362	349	-4%

Sources: LAHSA

Current Homelessness Efforts

- Mental Evaluation Team (MET) Homeless Outreach
 - Led by Montebello Police Department and LA County Department of Mental Health
- Montebello Unified School District
 - Families in Transition Program
- East San Gabriel Valley Coalition for the Homeless
- Heart of Compassion
- Housing Rights Center
- Gateway Cities Council of Governments
 - Local Coordinating Alliance (LCA) 2 – La Mirada, Pico Rivera, Santa Fe Springs, and Whittier
 - PATH and Whittier First Day
- San Gabriel Valley Council of Governments

City Planning Grant Process



Input Sessions

February 27, 2018:

- Montebello Police Department
- Montebello Fire Department
- LA County Department of Mental Health
- Los Angeles County Sheriff's Department
- Public Works
- Planning, Parks & Recreation
- Code Enforcement
- Administration

March 28, 2018:

- Mayor Pro Tem Jack Hadjinian
- Montebello Chamber of Commerce
- PATH
- Whole Child Montebello Unified School District,
- Jovenes
- Habitat for Humanity
- East San Gabriel Valley Coalition for the Homeless
- Heart of Compassion

Input Sessions

May 3, 2018:

- Gateway Cities COG
- PATH
- Whittier First Day Coalition
- West LA Veterans Affairs
- Kekoa Veteran Foundation
- New Hope Extended Living,
- The Lords Grace Church
- Heart of Compassion
- Park Avenue Christian Church
- New Harvest Christian Fellowship
- Montebello Plymouth Congregation Church

May 10, 2018:

- Community



Proposed Plan Goals

Goal #1: Better Understand the City's Homeless Population

Goal #2: Coordinate with Regional Partners on Homelessness Plan Implementation

Goal #3: Explore the Feasibility of Shelter Options and Services

Goal #4: Promote the Development of Affordable Housing

Goal #5: Enhance Current Homelessness Engagement Activities

Goal #6: Expand Access to Workforce Development and Employment Programs

Proposed Plan Goals

Goal #1: Better Understand the City's Homeless Population

- Designate Montebello Homeless Coordinator
- Work with PATH and Whittier First Day to analyze data

Goal #2: Coordinate with Regional Partners on Homelessness Plan Implementation

- San Gabriel Valley Council of Governments (Regional Riverbed Cities Workgroup)
- Gateway Cities Council of Governments (Local Coordinating Alliance)

Proposed Plan Goals

Goal #3: Explore the Feasibility of Shelter Options and Services

- Identify sites and partners for potential shelter and obtain funding to acquire land or rehab existing building
- Identify underutilized or vacant sites for an access center
- Explore the feasibility of a temporary safe parking program

Goal #4: Promote the Development of Affordable Housing

- Strengthen land use policies (Incentive zoning, development agreements, accessory dwelling units)
- Funding opportunities (Linkage fee, inclusionary housing in-lieu fee)

Proposed Plan Goals

Goal #5: Enhance Current Homelessness Engagement Activities

- First Responders Training and Law Enforcement Homeless Outreach Services Team (HOST)
- Homeless Resources Guide
- Engage landlords to participate in County's Homeless Incentive Program

Goal #6: Expand Access to Workforce Development and Employment Programs

- Encourage Chamber of Commerce and local businesses to participate in CalWORKS program

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Pete Roque, Code Enforcement Manager

SUBJECT: Acceptance of California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Grant Award and to Appropriate Funds to Enforce Illegal Sale of Tobacco Products

DATE: June 27, 2018

RECOMMENDATION

That the City Council approve the following:

- 1) acceptance of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Grant Award and to appropriate funds to enforce the illegal sale of tobacco products; and
- 2) applying for grant funds to reimburse the City of Montebello for expenditures up to \$70,000 covering fiscal years 2018-2019 and 2019-2020.

BACKGROUND

Proposition 56, the California Healthcare, Research and Prevention Tax Act of 2016, funds the Department of Justice (DOJ) grant program. The DOJ grant program will distribute \$30 million to local law enforcement agencies in California to support various tobacco-related programs. These programs include but are not limited to, enforcement of state and local laws related to the illegal sales and marketing of tobacco to minors, and investigative activities and compliance checks to reduce illegal sales of cigarettes and tobacco products to minors and youth. The City applied for this funding as an eligible applicant due to the City of Montebello adopted a Tobacco Retail License (TRL) ordinance. The funds may help enhance the City's TRL program through enforcement and monitoring of establishments that sell tobacco products.

ANALYSIS

The City of Montebello adopted a tobacco retail license (TRL) in 2009 (Ord. 2335) however due to lack of staffing, regulations have not been monitored consistently to ensure compliance. The grant will help fund an additional part-time Code Enforcement Officer (including cost of supervisor) involved in the sole purpose of monitoring businesses that may not comply with current Tobacco Retail Licensing regulations. The award funds will focus on enforcement of establishments that may sell tobacco products including electronic cigarettes without first acquiring required TRL permits or are not currently in compliance with approved TRL requirements. Assigned code enforcement personnel will seek compliance through standard Code Enforcement action and compliance methods.

FISCAL IMPACT

There is no impact on the General Fund with the approval of this grant. The DOJ grant does not require a match of any kind from the City of Montebello however, the grant requires the City of Montebello to fund the work prior to reimbursement. The City of Montebello must keep accurate records of efforts conducted by the City's Code Enforcement Division in accordance with the Tobacco Law Enforcement Grants 2017-2018 Grantee Handbook. The expected yearly cost is \$35,000 which includes a part-time officer and administrative costs.

SUMMARY

The City Council will consider approval and acceptance of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Grant Award and appropriate funds to enforce the illegal sale of tobacco products. The City Council will also consider whether the City will apply for grant funds to reimburse the City of Montebello for expenditures up to \$70,000, covering fiscal years 2018-2019 and 2019-2020. The grant does not require a funding match by the City.

ATTACHMENTS

- Memorandum of Understanding between the city of Montebello and the California Department of Justice (DOJ)
- Budget Sheet

City of Montebello

Code Enforcement Manager Pete Roque
1600 W. Beverly Boulevard
Montebello, CA 90640
Proque@cityofmontebello.com
(323) 887-1481

MEMORANDUM OF UNDERSTANDING

with the

California Department of Justice

June 1, 2018 – June 30, 2020

I PURPOSE

This Memorandum of Understanding (the “MOU”) is entered into by the Department of Justice (“DOJ”) and the City of Montebello (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposals for activities of Local Law Enforcement Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2020.

The DOJ grants to Grantee \$70,000, (the “Grant Amount”) for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Proposals, Grantee Handbook and Grant Application are incorporated by reference into this MOU.

II COMMUNICATION

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the Tobacco Grant Unit at:

California Department of Justice
 Division of Law Enforcement
 Attn: Shannon Patterson
 1300 I Street, Suite 1140
 Sacramento, CA 95814
TobaccoGrants@doj.ca.gov
 (916) 210-7418

III BUDGET

Grantee agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

Grantee must submit any request for a change to a Budget item in writing or via e-mail to the DOJ and any changes to the Budget must be pre-approved in writing by the Tobacco Grant Unit at least thirty (30) days in advance of any change to the Budget item.

IV COST REIMBURSEMENT/INVOICING

DOJ agrees to reimburse Grantee, in arrears, for Grantee’s actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by DOJ. Grantee will submit only one (1) invoice each month for items included in the Budget, included

completed travel and training, if applicable. The Grantee is required to ensure that all vendor deliverables are accepted and approved, equipment delivered, travel completed, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.¹

Grantee will provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with approved invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement must include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, along with the approved Budget Template clearly identifying which expenditure the invoice is associated with. Grantee shall provide copies of packing slips substantiating delivery of purchased equipment. Grantee invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15th calendar day following the month of expenditure. (Example, a purchase made on June 2nd would require invoice to be received by the DOJ no later than July 15th).

Invoices must be e-mailed or delivered via U.S. Mail addressed to:

California Department of Justice
Division of Law Enforcement
Attn: Tobacco Grant Unit
1300 I Street, Suite 1140
Sacramento, CA 95814
TobaccoGrants@doj.ca.gov

V BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

VI QUARTERLY REPORTING REQUIREMENTS

Grantee will submit quarterly progress reports to the DOJ. These reports, which will describe progress made on the recipient's Scope of Work, shall be submitted to DOJ according to the following schedule:

1) January 1 through March 31: Due April 15

¹ Approved Budget included under Attachment 1.

- 2) April 1 through June 30: Due July 15
- 3) July 1 through September 30: Due October 15
- 4) October 1 through December 31: Due January 15

Grantees shall submit any other reports and data as required by the DOJ.

VII ADMINISTRATION AND AUDIT

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance of the Scope of Work under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records. [Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.]

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grant Handbook. Actions include but are not limited to requiring Grantee to return grant funds, and any other remedies available under law, and the Grantee may be disqualified from applying for or receiving future grant funds.

VIII GRANTEE CONTACT INFORMATION

Name and Title
 Agency Name, Department/Unit
 Mailing Address
 Phone Number
 E-Mail

Name and Title
 Agency Name, Department/Unit
 Mailing Address
 Phone Number
 E-Mail

Name and Title
 Agency Name, Department/Unit
 Mailing Address
 Phone Number

E-Mail

Name and Title

Agency Name, Department/Unit

Mailing Address

Phone Number

E-Mail

IX MISCELLANEOUS PROVISIONS

Amendment-No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

X AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Division of Law Enforcement, Office of the Chief, with all its attachments, and will become effective upon completion of signature from all parties. .

EXAMPLE

Chief Name and Title

X Police Department

Date

EXAMPLE

Local County Agency Head (Name and Title)

Y Sheriff's Department

Date

EXAMPLE

Local County Agency Head (Name and Title)

Date

Z District Attorney's Office

SHANNON PATTERSON, GRANT MGR.

Office of the Chief

California Department of Justice

Date

KEVIN GARDNER, Chief

Office of the Chief

California Department of Justice

Date

CHRIS RYAN, Chief

Office of Fiscal Management

California Department of Justice

Date

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

Costs Per Fiscal Year (July 1 - June 30)

A. Personal Services

Salaries

Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Code Enforcement Employee - Part-time	1 employee @ \$20.25 per hour	\$ 1,447.36	\$ 17,368.32	\$ 17,368.32
Code Enforcement Officer - Full-time	1 employee @ \$36.57 per hour	\$ 300.96	\$ 3,611.52	\$ 3,611.52
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
SUBTOTAL		\$ 1,748	\$ 20,980	\$ 20,980

Overtime

Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -

Benefits

Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Code Enforcement Employee - Part-time	1 employee @ 1.91 per hour	\$ 152.64	\$ 1,831.68	\$ 1,831.68
Code Enforcement Employee - Full-time	1 employee @ \$14.82	\$ 299.04	\$ 3,588	\$ 3,588
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
SUBTOTAL		\$ 452	\$ 5,420	\$ 5,420
TOTAL PERSONAL SERVICES		\$ 2,200	\$ 26,400	\$ 26,400

B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Meetings and events		\$ 160	\$ 1,920	\$ 1,920
Reference materials		\$ 200	\$ 2,400	\$ 2,400
Outreach/surveys		\$ 100	\$ 1,200	\$ 1,200
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ 460	\$ 5,520	\$ 5,520

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

C. Equipment (tangible items with a per-unit cost of \$5,000 or more)

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

D. Travel Expenses/Registration Fees*

Description and Destination	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -

*For DQT-sponsored events only. Travel will only be reimbursed under the current state r

TOTAL	\$ -	\$ -	\$ -
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E. Other Expenses

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

F. Administrative Costs*

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ 140	\$ 1,680	\$ 1,680
		\$ -	\$ -	\$ -
TOTAL		\$ 140	\$ 1,680	\$ 1,680

*Administrative costs may not exceed 5% of the total budget.

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

SUMMARY

Budget Category	FY 2017-18	FY 2018-19	FY 2019-20	Total Request
A. Personal Services	\$ 2,200	\$ 26,400	\$ 26,400	\$ 55,000
B. Operating Expenses	\$ 460	\$ 5,520	\$ 5,520	\$ 11,500
C. Equipment	\$ -	\$ -	\$ -	\$ -
D. Travel/Registration	\$ -	\$ -	\$ -	\$ -
E. Other Expenses	\$ -	\$ -	\$ -	\$ -
F. Administrative Costs	\$ 140	\$ 1,680	\$ 1,680	\$ 3,500
TOTAL PROJECT COSTS	\$ 2,800	\$ 33,600	\$ 33,600	\$ 70,000

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Approve Professional Services Agreement with Andrew Pasmant

DATE: June 27, 2018

RECOMMENDATION(S)

That the City Council approve and authorize the Mayor to execute a Professional Services Agreement with Andrew Pasmant on the terms set forth in the attached agreement.

BACKGROUND

In December 2017, the City Council retained Mr. Pasmant as a 960 annuitant to perform the job of Acting City Manager. That agreement is scheduled to terminate on June 30, 2018. In order to retain Mr. Pasmant the agreement must be extended or renewed.

Mr. Pasmant has indicated that he is willing to continue, at the pleasure of the City Council performing the duties of Acting City Manager.

The agreement permits the City to terminate without cause at any time if City Council feels that the relationship is not meeting the community's needs.

ANALYSIS

The terms of the agreement provide that the City agrees to retain Mr. Pasmant on an hourly basis commencing on July 1, 2018 and terminating on June 30, 2019. Under PERS rules he cannot exceed 960 hours in any fiscal year.

FISCAL IMPACTS

Since Mr. Pasmant is a retired annuitant the City and Mr. Pasmant are subject to PERS rules and regulations on his compensation. The law requires that he be compensated at no less than the position and duties he is performing. Since he is performing the

duties of the City Manager, the hourly rate for the Acting City Manager would be \$108.17 per hour.

SUMMARY

The City Council will consider approval and authorizing the Mayor to execute a Professional Services Agreement with Andrew Pasmant to continue performing the duties of Acting City Manager for the City of Montebello.

ATTACHMENTS

Draft Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND
ANDREW PASMANT**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made and entered into between ANDREW G. PASMANT (hereinafter referred to as "Pasmant") and the CITY OF MONTEBELLO, a municipal corporation organized under the laws of the State of California (hereinafter referred to as "City").

WHEREAS, as a result of the City Manager being on leave, and vacancies in key senior and mid-level department staff positions (finance, human resources, risk management community/economic development and fire) which pose serious risk of disruption of city services there is an immediate need to create stability and for appointment of an Acting City Manager. Pasmant will provide the requisite managerial skills and expertise to the City Council, on items such as; the city budget and city finances, provide direction to and manage city departments and assist with recruitment of critical positions; as well as assist with backlog of work cause by the absence of the key senior and mid-level department staff personnel and assist the City with managing its city operations to insure the orderly conduct of City business.

WHEREAS, the City Council desires to retain a qualified professional to provide critical extra help and for a limited duration, to assist with preforming the duties of Acting City Manager. The City desires to retain Pasmant who possess prior professional experience and is knowledgeable as a City Manager and can assist the City in performing those duties caused by the staff shortages and to advise and assist the City during the organizational transition.

WHEREAS, the City Council has determined that Pasmant possesses the specialized skills that are needed by City for a limited duration and upon the return of the current City Manager or the City hiring a new permanent City Manager, Pasmant will cease providing services set forth in this Agreement.

WHEREAS, Pasmant, by virtue of having previously been employed as a City Manager, and having 38 years of professional experience in various municipal capacities, is uniquely qualified and has the requisite specialized skills, training and experience to serve as Acting City Manager for the City.

WHEREAS, Pasmant represents that he is a retired annuitant of the California Public Employees' Retirement System ("CalPERS") within the meaning of Government Code § 7522.56 (c) as of the effective date of this Agreement and subject to CalPERS post retirement rules as set forth in Government Code Section 21220, et seq. and other applicable Government Code provisions. Pasmant acknowledges that he is restricted to

working no more than a combined 960 hours for the City, a state agency, or other CalPERS contracting agencies (collectively "CalPERS Agencies") during any fiscal year.

WHEREAS, this employment agreement is intended to identify the expectations of the parties only during the period temporary service by Pasmant to the City.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Term

City agrees to retain Pasmant on an hourly basis commencing on July 1, 2018 and terminating on June 30, 2019 and will not exceed 960 hours in any fiscal year. Pasmant agrees and does accept retention upon the terms and conditions set forth herein.

Pasmant shall serve at the will and pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Pasmant at any time, with or without a reason or cause.

Nothing in the Section shall or is intended to prevent, limit or otherwise interfere with the right of the City or Pasmant to terminate the services provided herein prior to the expiration of this Agreement or any extension thereof.

2. Duties and Obligations of Pasmant

At the direction of the City Council, Pasmant agrees to serve as the City's Acting City Manager and Acting Executive Director of its various related public entities. Pasmant agrees to perform the functions and duties of the position of Acting City Manager consistent with the duties and responsibilities of the City Manager as described by state law, the municipal code of the City of Montebello, the job description of the position of City Manager, and other duties and functions as the City Council may assign including recruitment of management employees.

Pasmant agrees to perform such duties to the best of his ability in an efficient and competent manner. In addition, Pasmant agrees that he will not engage in any activity that may be competitive with City's business or pose a conflict of interest with that business and that he will not misuse, nor improperly disclose, any confidential or other proprietary information of City.

3. Work Schedule

Pasmant shall work an hourly schedule subject to the limitations required under Government Code sections 7522.56 and 21220, et seq. Pasmant will work between thirty to forty hours (30-40) per week, not to exceed 960 hours.

4. Compensation

Effective upon the commencement of this Agreement, the City shall pay to Pasmant the hourly rate of One Hundred Eight and 17/100 Dollars (\$108.17) per hour. Pasmant shall provide the City with a monthly statement of hours including reasonable and necessary expenses as set forth below.

Pasmant shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

Pasmant will comply with all applicable CalPERS rules and regulations governing employment after retirement, including the recordation and reporting of all hours worked for the City to CalPERS as may be required. The City shall assist in any such reporting obligation to CalPERS.

In the event Pasmant determines that additional independent contractor services may be required to complete the requested services of the City, Pasmant may recommend to the City the types of services and costs thereof for consideration by the City Council. However, no additional contractors or services shall be provided or performed unless approved in writing by the City Council.

5. Expenses related to Official City Business

Pasmant will be entitled to the use of City equipment and supplies, such as computers and cellular phone to provide service to the City. The City also agrees to pay for any reasonable and necessary business related expenses incurred in the performance of his duties, including travel expenses and costs as requested by the City.

6. Indemnification

Employer shall defend, save harmless and indemnify Pasmant against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Pasmant's duties as Acting City Manager. Pasmant agrees to cooperate in any and all litigation matters, which may be filed in the future. Employer shall pay all costs incurred by Pasmant in connection therewith, including travel fees and costs. This provision shall survive termination of this Agreement.

7. Independent Contractor

Nothing contained herein shall be construed to establish the relationship between the City and Pasmant as an employer-employee relationship (except for purposes of CalPERS' post retirement rules) either contractually or by common-law. Pasmant

acknowledges and accepts to perform services to the City as an independent contractor with no employee benefits or relationship established.

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

8. Termination of Agreement

The City and Pasmant agree that the retention created by this agreement is subject the termination provisions of this Agreement and either City or Pasmant may terminate the relationship for any reason, with or without cause, with ten (10) days prior written notice.

Pasmant shall only be entitled to the amounts then due and owing him through the last day actually worked. Pasmant shall not be entitled to any severance or any other benefits under the Agreement.

If the current City Manager position becomes vacant, Pasmant acknowledges and agree that he will not be appointed in an Interim City Manager capacity until after a new agreement is provided or amended upon by and between the City and Pasmant and an active recruitment is implemented as required by Government Code Section 21221(h).

9. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

In the event that the California Public Employees Retirement Systems (PERS) requests a change to the terms of the Agreement in order to maintain Pasmant as a qualified retired annuitant, the City agrees to negotiate and make any reasonable changes to this Agreement as required by PERS.

10. Entire Agreement

This Agreement contains all of the covenants and agreements between the City and Pasmant with respect to Pasmant's employment by City. City and Pasmant acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, Which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

11. Laws Governing Agreement

This Agreement shall be governed by and construed in accordance With the laws of the State of California. Venue shall be in Los Angeles County, California.

12. Notices

Any notice to be given hereunder by either the City or Pasmant shall be in writing and be transmitted by personal delivery, or certified mail, with return receipt requested. Mailed notices shall be addressed to the following respective addresses:

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
Attn. Mayor and Members of the City Council

Andrew G. Pasmant

Downey, CA 90240

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date imprinted on the return receipt

13. Legal Action

In the event either party commences an action, either by arbitration or judicial proceedings, against the other arising out of or in connection with the enforcement of the terms of this employment agreement, the prevailing party shall be entitled to have and recover from the losing party, in addition to any award at law or equity, reasonable attorney's fees, court costs, and costs of suit or arbitration, including costs of appeal, if any, in such amount as the court or arbitrator may award.

IN WITNESS WHEREOF, the City of Montebello (City) has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Andrew G. Pasmant (Pasmant) has signed and executed this Agreement, both in duplicate, this _____ day of June 2018.

“City”

“Pasmant”

Vanessa Delgado, Mayor

Andrew G. Pasmant

Attest:

Approved as to Form:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman,
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Consider Approval of the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District and Set a Date for a Public Hearing

DATE: June 27, 2018

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-01 and set a date for a Public Hearing for **6:30 PM on Wednesday, July 25, 2018 in the City Council Chambers.**

BACKGROUND

On June 13, 2018 the City Council approved a Resolution initiating proceedings for the FY 2018-2019 levy of annual assessments to fund landscape maintenance for the properties located on Natasha Lane.

Built in 2005, Natasha Lane is a twenty-unit housing development extending south from Whittier Boulevard and east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus along frontage of the property facing Whittier Boulevard and along the rear portion of the property. The City is responsible for the maintenance of landscaping in these areas.

The properties of this development benefiting from these improvements were assessed in FY2017-2018 and prior years. Continued assessment of the properties benefiting from these improvements is being proposed to offset the cost of maintenance and future replacement of the system.

The attached Resolution establishes approval of the Preliminary Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-01 and provides notice of the required public hearing concerning the levy of the proposed assessments.

ANALYSIS

The attached Preliminary Engineer's Report identifies the properties that were previously assessed and the annual assessment for FY2018-2019 for each property. Each property is assessed a portion of the total annual proposed landscape maintenance costs based on the amount of street frontage on Natasha Lane. The annual FY2018-2019 assessment for each property will remain the same as in FY 2017-2018. The average assessment per property is \$559.46 for FY2018-2019.

The attached Resolution establishes property approval of the Preliminary Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-01 and provides the publishing of a public notice of the required public hearing for 6:30 PM on Wednesday, July 25, 2018 to approve the updated annual assessments.

FISCAL IMPACT

The properties benefiting from the landscape improvements will be assessed maintenance and operations costs established in the Preliminary Engineers Report for FY2018-2019. The costs will be funded with the annual assessments from the Assessment District No. 2005-01. There will be no impact on the General Fund.

SUMMARY

The City Council will consider approval of the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District and establishment of the required Public Hearing for 6:30 PM on July 25, 2018, in the City Council Chambers. The properties benefiting from these improvements were assessed in FY 2017-2018 and in prior years. Continued assessment of the properties benefiting from these improvements is necessary to offset the cost of maintenance.

ATTACHMENTS

Resolution
Exhibit A – Map
Preliminary Engineer's Report

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR NATASHA LANE LANDSCAPE ASSESSMENTS DISTRICT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENT AND PROVIDING NOTICE OF TIME AND PLACE OF A HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 18-XX, ordered the preparation of the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a preliminary report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

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

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within Natasha Lane Landscape Assessment District are based on special benefit conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of street trees and parkways, landscaping, and appurtenant improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel and will remain the same amount as assessed in FY 2017-2018..

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in Natasha Lane Landscape District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of landscaping, including, but not limited to, street trees;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, planting, and electrical facilities;

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is Natasha Lane Landscape District in the City of Montebello. The boundaries of the territory to be included in the District are described and shown in the Report. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of

Natasha Lane Landscape District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Landscape District as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for **6:30 p.m. on Wednesday, July 25, 2018 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.**

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in the Comet, a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

Samuel T. Kouri, P.E.
City Engineer
City of Montebello

APPROVED AND ADOPTED this 27th day of June, 2018

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

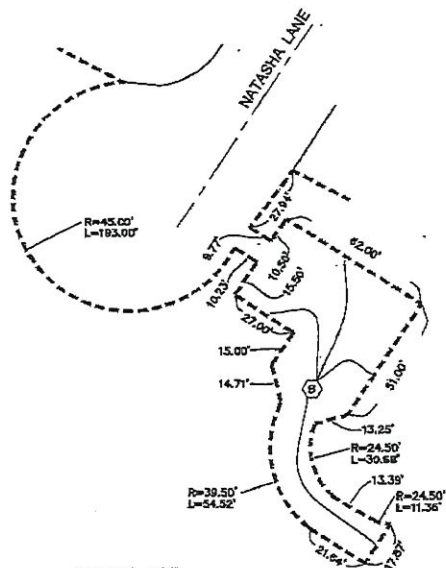
Arnold Alvarez-Glasman, City Attorney

LEGEND:

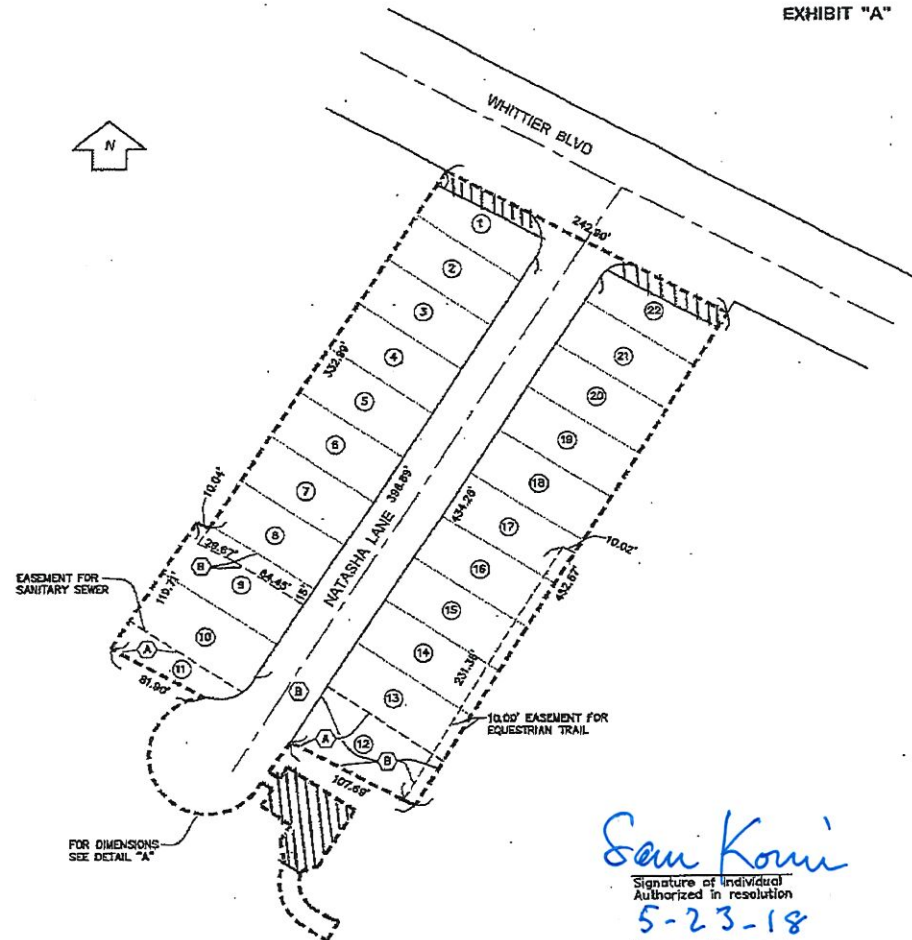
- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

AREAS OF MAINTENANCE

7.3 LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"



**NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP**

Sam Kouri

Signature of Individual
Authorized in resolution

5-23-18

Date _____

PLANS PREPARED BY: AAE INCORPORATED
 Construction, Management & Surveying
 801 Veterans Square, Suite 250
 St. Louis, MO 63102
 Tel: 314-435-3300 Fax: 314-435-0740

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**For
FY 2018-2019**

Vanessa Delgado, Mayor

Jack Hadjinian, Mayor Pro Tem

Art Barajas, Councilmember

William M. Molinari, Councilmember

Vivian Romero, Councilmember

Preliminary Engineer's Report
June 27, 2018

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2018-2019)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2018 through June 30, 2019.

SECTION II: PLANS

The Plans showing extent and location of landscape herein by Exhibit A. Plans showing the general locations of landscaping to be maintained are incorporated herein by reference.

All of above mentioned items are on file in the office of the City Engineer.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly-owned grounds. Dead plants, shrubs, trees and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering of all plants, shrubs, trees and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2018-2019 BEGINNING FUND BALANCE (ESTIMATED)	\$ 54,534.43
FY 2018-2019 PROJECTED REVENUE	
Landscape Maintenance District Total Revenue Generated This Year	\$ 11,189.00
TOTAL REVENUE AVAILABLE FOR FY 2018-2019	\$ 65,723.43
FY 2018-2019 PROJECTED EXPENDITURES	
Maintenance & Operations	\$ 2,954.64
Contractual Services (ADCO)	\$ 2,700.00
Administrative Cost (L.A. County)	\$ 1,000.00
TOTAL EXPENDITURES	\$ 6,654.64
PROJECTED BALANCE (JUNE 30, 2019)	
FY 2018-2019 Revenue Available	\$ 65,723.43
FY 2018-2019 Anticipated Expenditures	\$ 6,654.64
ASSESSMENT DISTRICT RESERVES	\$ 59,068.79

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the office of the City Engineer.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Apportionment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

ASSESSMENT ROLL

ASSESOR'S:					
ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 609.93
2	6348	6	18	41 LF	\$ 553.38
3	6348	6	19	41 LF	\$ 553.38
4	6348	6	20	41 LF	\$ 553.38
5	6348	6	21	41 LF	\$ 553.38
6	6348	6	22	41 LF	\$ 553.38
7	6348	6	23	41 LF	\$ 553.38
8	6348	6	24	41.70 LF	\$ 562.82
9	6348	6	25	52 LF	\$ 701.84
10	6348	6	26	45.27 LF	\$ 611.01
11	6348	6	29	40.60 LF	\$ 547.98
12	6348	6	30	40 LF	\$ 539.88
13	6348	6	31	40 LF	\$ 539.88
14	6348	6	32	40 LF	\$ 539.88
15	6348	6	33	40 LF	\$ 539.88
16	6348	6	34	40 LF	\$ 539.88
17	6348	6	35	40 LF	\$ 539.88
18	6348	6	36	40 LF	\$ 539.88
19	6348	6	37	40 LF	\$ 539.88
20	6348	6	38	38.24 LF	\$ 516.12
TOTAL:				829.00 LF	\$11,189.00

Signed: Samuel T Kouri
Title: Samuel T. Kouri, City Engineer

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Pablo I. & Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Tzu, Ching Wen. 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa Beas, Arturo 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Russell, Stanley T. 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave. Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 2445 W Whittier Blvd Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-029	136 Natasha Lane Montebello, CA 90640	Nguyen, Sonny 136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640	Hernandez, Rodel & Rosemarie 132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640	Li, Yee Lok 8002 Alpaca St. Rosemead, CA 91770
6348-006-032	124 Natasha Lane Montebello, CA 90640	Fragoso, Oscar 124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640	Minasian, Raffi 2445 W Whittier Blvd. Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad 336 N. 10 th Street Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640	Lopez, Gaspar Soria 108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Ramirez, Oscar R., Jr 100 Natasha Lane Montebello, CA 90640

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT DISTRICT BOUNDARY MAP

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Consider Approval of the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District and Set a Date for a Public Hearing.

DATE: June 27, 2018

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and establish the Public Hearing for **6:30 PM on Wednesday, July 25, 2018 in the City Council Chambers.**

BACKGROUND

On June 13, 2018, the City Council approved a Resolution initiating proceedings for the FY2018-2019 levy of annual assessments to fund sewer and storm water pump stations operation and maintenance for the properties located on Natasha Lane.

Natasha Lane is a twenty-unit housing development of 2005 extending southerly from Whittier Boulevard east of Bluff Road. As part of the development, sewer and storm water pump stations were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pumps stations.

The properties benefiting from these improvements were assessed in FY 2017-2018 and prior years by the creation of Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02. Continued assessment of the properties benefiting from these improvements is being proposed to offset the cost of maintenance and operation and future replacement costs of these pump stations.

The attached Resolution establishes approval of the Preliminary Engineer's Report for Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and provides notice of the required public hearing concerning the levy of the proposed assessments.

ANALYSIS

The attached Preliminary Engineer's Report identifies the properties that were previously assessed and the proposed annual assessment for each property for 2018-2019. Each property is to be assessed a portion of the total annual sewer and storm water pump operation and maintenance costs and future replacement costs based on the length of street frontage along Natasha Lane.

The average annual assessment per property is \$548.00 which is an increase of 4.0% over Fiscal Year 2017-2018. This increase is based on the average increase 4% in the Consumer Price Index (CPI) over the last 12 months for the Los Angeles Area et al. The annual assessment increase is necessary due to ongoing maintenance and equipment replacement costs both now and in the future. With this allowable increase of assessments this assessment district will have a projected deficit in year 2018-2019 in the amount of \$22,145.45.

The attached resolution establishes approval of the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and provides for the publishing of a notice of the required public hearing for 6:30 p.m. on Wednesday, July 25, 2018 to approve the expected annual assessments.

FISCAL IMPACTS

The properties benefiting from the storm drain and sewer pump facilities were assessed for the maintenance costs in FY 2017-2018 and prior years for the operation and maintenance and future replacement of these improvements.

The average projected annual assessment per property for FY 2018-2019 is \$545.96 based on the Preliminary Engineer's Report. Annual assessments would be collected by the Los Angeles County Assessor's Office and endorsed to the City of Montebello after February 2019. All maintenance costs will be funded with the annual assessments from the Assessment District No. 2005-02. Other funding will be needed to offset the projected deficit of \$22,145.45 for this Assessment District.

ATTACHMENTS

Resolution
Exhibit A – Map
Preliminary Engineer's Report

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENT AND PROVIDING NOTICE OF TIME AND PLACE OF A HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 18-XX ordered the preparation of the Preliminary Engineer's Report ("Report") for the District known and designated as the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-02 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of sewer and storm drain pump stations and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of the sewer pump station and the storm drain pump station, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

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

SECTION 1. Findings. The City Council of the City of Montebello finds that:

- (a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance and servicing of the sewer Pump Station and Storm Water Pump Station and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include maintenance and servicing of the following:

(a) The maintenance of sewer and storm water pump stations and appurtenant improvements;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to pump equipment, piping, hoists and electrical facilities.

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof and replacement costs at some future date. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:30 p.m. on Wednesday, July 25, 2018 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in the Comet, a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

Samuel T. Kouri, P.E.
City Engineer
City of Montebello

APPROVED AND ADOPTED this 27th day of June 2018

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENT AND PROVIDING NOTICE OF TIME AND PLACE OF A HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

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WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of the sewer pump station and the storm drain pump station, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

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- (a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance and servicing of the sewer Pump Station and Storm Water Pump Station and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include maintenance and servicing of the following:

(a) The maintenance of sewer and storm water pump stations and appurtenant improvements;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to pump equipment, piping, hoists and electrical facilities.

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof and replacement costs at some future date. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:30 p.m. on Wednesday, July 25, 2018 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in the Comet, a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

Samuel T. Kouri, P.E.
City Engineer
City of Montebello

APPROVED AND ADOPTED this 27th day of June 2018

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Danilo Batson, Assistant City Manager / Director of Public Works
SUBJECT: Award On-Call Electrical Services Contract (RFP # 18-42)
DATE: June 27, 2018

RECOMMENDATION

It is recommended that City Council:

1. Award a three-year contract for \$30,000 per year to Leeds Electric, Inc. for On-Call Electrical Services (RFP # 18-42) for all City facilities and parking lots; and
2. Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

On April 5, 2018, the City issued Request for Proposal (RFP) No. 18-42 for On-Call Electrical Services. The solicitation was noticed in “The Wave” newspaper (on April 12 and 19, 2018), the Greensheet, and Planet Bids (via the City Website). A copy of the RFP is available in the City Clerk’s Office.

The Notice Inviting Bids/Proposals was published on March 12, 2018. On April 26, 2018, the City received two (2) proposals in response to RFP No. 18-42.

ANALYSIS

The following companies submitted responses to the RFP:

Company

Leeds Electric, Inc.
M. Brey Electric, Inc.

A review panel evaluated the proposals based on the following scoring criteria:

- 1) Cost
- 2) Responsiveness to Specifications or Request for Proposals
- 3) Ability to Provide Services
- 4) Consistency with Current Equipment, Materials and Standards
- 5) References/Previous Performance

Below are the average panel scores for each firm:

Company	Average Score
Leeds Electric, Inc.	94.0
M. Brey Electric, Inc.	88.0

Below are the final rankings:

Company	Ranking
Leeds Electric, Inc.	1
M. Brey Electric, Inc.	2

Based on the proposals submitted by each firm, the review panel scores (including proposed fee/price), and references, the firm with the best qualifications and experience that meets the needs of the City is Leeds Electric, Inc.

FISCAL IMPACT

Because the City spends, on average, approximately \$30,000 annually on contractual electrical services. staff is recommending this annual amountto This amount will be spent from the Public Works Building Maintenance & Operation Budget and any other department that needs such services during the contract term, which is three (3) years with an option to extend the contract for two (2) one-year terms.

SUMMARY

On April 5, 2018, the City issued Request for Proposal (RFP) No. 18-42 for On Call Electrical Services. There were two (2) responses to the RFP. The City Council will consider awarding a contract for On-Call Electrical Services to Leeds Electric, Inc., and authorizing the Acting City Manager to execute the contract on behalf of the City.

ATTACHMENTS

Draft Contract Agreement

DRAFT CONTRACT

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

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "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 on-call electrical 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 Request for Proposals for On-Call Electrical Services in the City of Montebello (April 5, 2018) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for on-call electrical 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 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 not 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.

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 or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

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

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

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

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

Andrew g. G. Pasmant
Acting 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 City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Award Elevator Maintenance and Testing Services Contract (RFP # 18-43)

DATE: June 27, 2018

RECOMMENDATION

It is recommended that City Council:

1. Award a three-year contract for \$16,800 per year to Elevator Support Services for Elevator Maintenance and Testing Services (RFP # 18-43) at all City facilities; and
2. Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

On April 12, 2018, the City issued Request for Proposal (RFP) No. 18-43 for Elevator Maintenance and Testing Services. The solicitation was noticed in "The Wave" newspaper (April 12th and April 19th), the Greensheet, and Planet Bids (via the City Website). A copy of the RFP is available in the City Clerk's Office.

On April 26, 2018, the City received four (4) proposals in response to RFP No. 18-43.

ANALYSIS

The following companies submitted responses to the RFP:

Company

Pacific Coast Elevator (dba AMTECH Elevator Services)
Elevator ETC
Elevator Support Services, Inc.
Liftech Elevator Services, Inc.

A review panel evaluated the proposals based on the following scoring criteria:

- 1) Approach to the work – firm plans to achieve the results desired
- 2) References – firm past performance, including staff & key personnel
- 3) Proposed Price Schedule – firm price of list for services rendered, including standard pricing schedule for extra work as needed.

Below are the average panel scores for each firm:

Company	Average Score
Elevator Support Services	90
Pacific Coast Elevator (dba AMTECH Elevator Services)	83
Elevator ETC	81
Liftech Elevator Services, Inc.	70

Below are the final rankings:

Company	Ranking
Elevator Support Services	1
Pacific Coast Elevator (dba AMTECH Elevator Services)	2
Elevator ETC	3
Liftech Elevator Services, Inc.	4

Based on the proposals submitted by each firm, the review panel scores (including proposed fee/price), and references, the firm with the best qualifications and experience that meets the needs of the City is Elevator Support Services, Inc.

FISCAL IMPACT

Elevator Support Services, Inc.'s annual fee proposal to provide the services listed in RFP # 18-43 amounts to \$16,800. Staff recommends awarding the annual contract to Elevator Support Services. This amount will be shared between Police, Public Works (Golf Course), Parks & Recreation, Transportation for their respective building elevators during the contract term three (3) years with an option to extend the contract for two (2) one-year terms.

SUMMARY

Upon review and analysis of the four responses to the City's Request for Proposal (RFP) No. 18-43 for Elevator Maintenance and Testing Services, staff recommends awarding the annual contract to Elevator Support Services, Inc. The City Council will consider awarding this contract to Elevator Support Services, Inc. and will consider authorizing the Acting City Manager to execute the contract on behalf of the City.

ATTACHMENTS

Draft Contract Agreement

DRAFT CONTRACT

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

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "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 elevator maintenance and testing 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 Request for Proposals for Elevator Maintenance and Testing Services in the City of Montebello (April 12, 2018) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for elevator maintenance and testing 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.

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 \$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 or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

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

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

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

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

Andrew G. Pasmant
Acting 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 City Council Members

FROM: Andrew G Pasmant, Acting City Manager

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

SUBJECT: Award of Construction Contract for C.P. 863 – Various Street Improvements Project Citywide, RFP No. 18-51, Fiscal Year 2017-2018 (“PROJECT”) to Sequel Contractors, Inc.

DATE: June 27, 2018

RECOMMENDATION

That the City Council:

- 1) approve awarding a Construction Contract for C.P. 863, Various Street Improvements (“PROJECT”), RFP No. 18-51, FY 2017-2018 in the amount of \$646,530.18 to Sequel Contractors, Inc.;
- 2) authorize the Acting City Manager to review and approve all change orders within a 5.4% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and
- 3) authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

As part of FY 2017-2018 Capital Improvement Budget, a total of \$329,805 of Measure “R” Funds, and \$477,795 of Measure “M” (\$807,600 total) was allocated for street improvements (including engineering, inspection, and construction services) on Various Street Improvements. The PROJECT includes the following street segments:

- 1) Poplar Avenue – Beverly Boulevard to Victoria Avenue,
- 2) Lincoln Avenue – Rea Drive to Avenida De La Merced,
- 3) Via Acosta – Garfield Avenue to Beverly Boulevard,
- 4) 6th Street – Cleveland Avenue to Madison Avenue, and
- 5) Via Nina – Hay Street to Via Val Verde

The PROJECT will consist of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of pavement markings, and curb painting. A full set of plans and specifications are available for review in the office of the City Clerk.

ANALYSIS

The Notice Inviting Bids was published in the Wave Newspaper on May 24, 2018. The notice and the PS&E were also published on Planet Bids, with a copy also available at the City Clerk's Office.

On May 29, 2018 the City received four (4) bids for construction of the project. Results of the bids are as follows:

<u>Company</u>	<u>Bid Amount</u>
Sequel Contractors, Inc.	\$646,530.18
Hardy and Harper, Inc.	\$698,180.50
All American Asphalt	\$738,738.00
Excel Paving Company	\$786,862.00

Staff reviewed the listed references and found that Sequel Contractors, Inc. is a reputable contractor with a good history of work experience in similar projects. Therefore, Sequel Contractors, Inc. is the lowest responsive and responsible bidder.

The PROJECT costs are as follows:

\$ 41,421.00	Design Phase (Plans, Specifications, & Estimate)
\$ 13,808.00	Project Management
\$ 10,000.00	Geotechnical Investigation
\$ 34,517.00	Construction Management & Inspection
\$ 17,500.00	Topographical Survey
\$ 646,530.18	Construction Contract Cost
<u>\$ 43,823.82</u>	<u>5.4% Contingency</u>
\$ 807,600.00	Total

FISCAL IMPACTS

Total Project costs of \$807,600.00 include the cost of design, topographic survey, geotechnical investigation, project management, construction management and inspection, project construction cost and a six percent (5.4%) construction contingency. There is no impact on the General Fund Budget as sufficient funds have been budgeted to proceed with the project in the FY 2017-2018 Capital Improvement Project Budget.

SUMMARY

The City Council will consider for approval: 1) awarding a construction contract for the PROJECT in the amount of \$646,530.18 to Sequel Contracting, Inc.; 2) authorizing the Acting City Manager to review and approve all change orders within a 5.4% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and 3) authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

ATTACHMENTS

Bid Summary
Contract Agreement

BID SUMMARY											
Various Street Improvements Project											
FY 2017-2018											
Project Nos. 100.396.10 & 100.396.20											
CP 863, RFP#18-51											
May 29, 2018											
				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Sequel Contractors, Inc		Hardy & Harper, Inc		All American Asphalt		Excel Paving Co.	
ITEM	BID ITEM	QTY.	UNITS	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
No.				PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.
1	Mobilization/Demobilization (max 3% of total of all other prime contract bid items)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control Plan	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 55,000.00	\$ 55,000.00	\$ 53,182.76	\$ 53,182.76	\$ 63,000.00	\$ 63,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	4,787	SF	\$ 1.85	\$ 8,855.95	\$ 2.95	\$ 14,121.65	\$ 2.00	\$ 9,574.00	\$ 2.20	\$ 10,531.40
4	Sawcut and Remove Existing Concrete Curb and Gutter	707	LF	\$ 20.00	\$ 14,140.00	\$ 20.00	\$ 14,140.00	\$ 17.00	\$ 12,019.00	\$ 29.00	\$ 20,503.00
5	Sawcut and Remove Existing 7' wide Concrete Curb and Gutter	107	LF	\$ 28.00	\$ 2,996.00	\$ 40.00	\$ 4,280.00	\$ 65.00	\$ 6,955.00	\$ 64.00	\$ 6,848.00
6	Sawcut and Remove Existing Concrete Curb	174	LF	\$ 8.00	\$ 1,392.00	\$ 19.00	\$ 3,306.00	\$ 5.50	\$ 957.00	\$ 6.00	\$ 1,044.00
7	Sawcut and Remove Existing Concrete Curb Ramp	13	EA	\$ 750.00	\$ 9,750.00	\$ 1,000.00	\$ 13,000.00	\$ 275.00	\$ 3,575.00	\$ 900.00	\$ 11,700.00
8	Sawcut and Remove Existing Concrete Driveway Approach	3,724	SF	\$ 3.00	\$ 11,172.00	\$ 3.50	\$ 13,034.00	\$ 2.00	\$ 7,448.00	\$ 2.20	\$ 8,192.80
9	Sawcut and Remove Existing Concrete Cross Gutter and/or Spandrel	3,887	SF	\$ 7.00	\$ 27,209.00	\$ 4.32	\$ 16,791.84	\$ 5.00	\$ 19,435.00	\$ 9.00	\$ 34,983.00
10	Prune Tree Roots and Install Root Barriers	15	EA	\$ 250.00	\$ 3,750.00	\$ 800.00	\$ 12,000.00	\$ 450.00	\$ 6,750.00	\$ 460.00	\$ 6,900.00
11	Sawcut and Remove Existing Concrete Pavement, Base Materials and Native Soil	17	SF	\$ 7.00	\$ 119.00	\$ 24.00	\$ 408.00	\$ 20.00	\$ 340.00	\$ 6.00	\$ 102.00
12	Cold Mill Existing AC Pavement 1" Deep	27,785	SF	\$ 0.18	\$ 5,001.30	\$ 0.21	\$ 5,834.85	\$ 0.19	\$ 5,279.15	\$ 0.19	\$ 5,279.15
13	Cold Mill Existing AC Pavement 1.5" Deep	59,529	SF	\$ 0.25	\$ 14,882.25	\$ 0.22	\$ 13,096.38	\$ 0.28	\$ 16,668.12	\$ 0.26	\$ 15,477.54
14	Cold Mill Existing AC Pavement 2" Deep	27,193	SF	\$ 0.26	\$ 7,070.18	\$ 0.30	\$ 8,157.90	\$ 0.37	\$ 10,061.41	\$ 0.31	\$ 8,429.83
15	Cold Mill Existing AC Pavement 3" Deep	54,345	SF	\$ 0.30	\$ 16,303.50	\$ 0.40	\$ 21,738.00	\$ 0.56	\$ 30,433.20	\$ 0.33	\$ 17,933.85
16	Construct Concrete Sidewalk	4,507	SF	\$ 7.00	\$ 31,549.00	\$ 4.56	\$ 20,551.92	\$ 9.00	\$ 40,563.00	\$ 8.00	\$ 36,056.00
17	Construct Color Stamped Concrete Sidewalk	94	SF	\$ 45.00	\$ 4,230.00	\$ 40.00	\$ 3,760.00	\$ 12.00	\$ 1,128.00	\$ 18.00	\$ 1,692.00
18	Construct Concrete Curb & Gutter	707	LF	\$ 50.00	\$ 35,350.00	\$ 30.00	\$ 21,210.00	\$ 39.00	\$ 27,573.00	\$ 46.00	\$ 32,522.00
19	Construct 7' wide Concrete Curb and Gutter	107	LF	\$ 60.00	\$ 6,420.00	\$ 88.00	\$ 9,416.00	\$ 189.00	\$ 20,223.00	\$ 100.00	\$ 10,700.00
20	Construct Concrete Curb	174	LF	\$ 35.00	\$ 6,090.00	\$ 27.00	\$ 4,698.00	\$ 19.00	\$ 3,306.00	\$ 80.00	\$ 13,920.00
21	Construct Concrete Curb Ramp	17	EA	\$ 3,500.00	\$ 59,500.00	\$ 2,300.00	\$ 39,100.00	\$ 3,200.00	\$ 54,400.00	\$ 4,500.00	\$ 76,500.00
22	Construct Concrete Driveway Approach	3,559	SF	\$ 8.00	\$ 28,472.00	\$ 7.00	\$ 24,913.00	\$ 8.50	\$ 30,251.50	\$ 10.00	\$ 35,590.00
23	Construct Concrete Cross Gutter and/or Spandrel	3,887	SF	\$ 14.00	\$ 54,418.00	\$ 8.50	\$ 33,039.50	\$ 15.00	\$ 58,305.00	\$ 12.00	\$ 46,644.00
24	Construct Curb Drain	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,700.00	\$ 5,700.00	\$ 3,000.00	\$ 3,000.00
25	Construct Detectable Warning Surface on Existing Curb Ramp	9	EA	\$ 550.00	\$ 4,950.00	\$ 800.00	\$ 7,200.00	\$ 525.00	\$ 4,725.00	\$ 600.00	\$ 5,400.00
26	Construct Concrete Pavement	17	SF	\$ 14.00	\$ 238.00	\$ 716.00	\$ 12,172.00	\$ 30.00	\$ 510.00	\$ 23.00	\$ 391.00
27	Provide and Place Crushed Miscellaneous Base (CMB)	171	TON	\$ 100.00	\$ 17,100.00	\$ 176.00	\$ 30,096.00	\$ 160.00	\$ 27,360.00	\$ 180.00	\$ 30,780.00
28	Construct ARHM Overlay	2,321	TON	\$ 82.00	\$ 190,322.00	\$ 84.84	\$ 196,913.64	\$ 90.00	\$ 208,890.00	\$ 83.00	\$ 192,643.00
29	Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade	9	EA	\$ 1,000.00	\$ 9,000.00	\$ 1,500.00	\$ 13,500.00	\$ 425.00	\$ 3,825.00	\$ 450.00	\$ 4,050.00
30	Adjust Water Valve Cans and Covers to Finished Grade	21	EA	\$ 350.00	\$ 7,350.00	\$ 200.00	\$ 4,200.00	\$ 350.00	\$ 7,350.00	\$ 450.00	\$ 9,450.00
31	Install Public Improvement Project Signs	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 750.00	\$ 3,000.00	\$ 450.00	\$ 1,800.00	\$ 600.00	\$ 2,400.00
32	Traffic Signing, Striping, Markings and Curb Painting	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 23,161.82	\$ 23,161.82	\$ 15,175.86	\$ 15,175.86	\$ 20,000.00	\$ 20,000.00
33	Provide Construction Survey	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 23,040.00	\$ 23,040.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
34	Provide Soil and Pavement Testing Services as Needed - Allowance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
				TOTAL BASE BID			\$ 688,880.50		\$ 731,763.00		\$780,662.57

CONTRACT AGREEMENT
FOR
VARIOUS STREET IMPROVEMENTS PROJECT

FY 2017/2018
PROJECT No. 100.396.10 & 100.396.20
C.P. No. 863
RFP # 18-51

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this _____ day of _____, 20____. BY AND BETWEEN the City of Montebello, as AGENCY, and _____ as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

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

ARTICLE IX

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

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

ARTICLE X

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

ARTICLE XI (PREVAILING WAGES)

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

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

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

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

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

For Daytime Work

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

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

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

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

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

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

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

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

NOTARY PUBLIC _____

AGENCY: _____

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

ATTESTED: _____

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

Date _____

FAITHFUL PERFORMANCE BOND
FOR
VARIOUS STREET IMPROVEMENTS PROJECT

FY 2017/2018
PROJECT No. 100.396.10 & 100.396.20
C.P. No. 863
RFP # 18-51

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND
FOR
VARIOUS STREET IMPROVEMENTS PROJECT

FY 2017/2018
PROJECT No. 100.396.10 & 100.396.20
C.P. No. 863
RFP # 18-51

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Professional Services Agreement with Bucknam & Associates, Inc.

DATE: June 27, 2018

RECOMMENDATION

That the City Council approve:

- 1) All additional necessary expenditures, by Bucknam & Associates, Inc., to complete the reviewing and responding to requests of information or clarifications of the existing plans and specifications, submitted by Cora Constructors for the Bicknell Booster Pump Station Project, which is under construction at the Golf Course; and
- 2) The First Amendment to the existing Professional Services Agreement.

BACKGROUND/ANALYSIS

On August 1, 2017, the City engaged the services of Bucknam & Associates to provide program management support services on recycled water projects in the City. These services were to be rendered in an amount not exceeding \$18,600.

On November 8, 2017, the City Council awarded a contract for Bicknell Park Booster Pump Station Project to Cora Constructors, Inc., in the amount of \$659,000, the lowest responsive bid for said project.

Recently, and due to the unusually high number of “request for information” (RFI) associated with the Bicknell Park Booster Pump Station Project, the agreement amount with Bucknam & Associates has been exceeded because several items were associated with the design plans and specifications completed by HDR Engineering. HDR Engineering was hired to complete the design plans and specifications for the Bicknell Park Booster Pump Station. Additionally, the existing design plans and specifications were the property of HDR Engineering and could not be used by another engineering firm. Should this item have gone out to bid, HDR Engineering would have

the upper hand in being the lowest bidder as they had prepared much of the preliminary design at the time.

As of the date of the writing of this staff report, there have been 27 submittals and 29 requests for information from Cora Constructors, which is high for such a project although the project is complex. Bucknam & Associates anticipated a maximum of 20 submittals and 10 RFI's for the project. It is for these reasons that staff is recommending approval of additional expenditures of \$6,058.00 and an agreement amendment increasing the professional services agreement by \$14,200 to complete processing/responding submittals and requests for information.

FISCAL IMPACT

Funds for the proposed services will be funded through the existing Agreement with Central Basin Municipal Water District for the construction of the Bicknell Park Booster Pump Station, for which staff is also recommending a First Amendment to provide additional funding for the project.

SUMMARY

The City Council will consider approving all additional necessary expenditures by Bucknam & Associates and will consider approving a First Amendment to the existing Professional Services Agreement which increases the contractual amount. The increase will assist completion of the Bicknell Park Booster Pump Station Project which, once complete, will provide reclaimed water to the Golf Course to irrigate the fairways and roughs and reduce consumption of potable water.

ATTACHMENTS

Professional Services Agreement (Agreement No. 3309)
First Amendment

AGREEMENT #3309

CONSULTANT AGREEMENT

THIS AGREEMENT is entered into effective as of this 1st day of August 2017, by and between Bucknam & Associates, Inc., a California "C" Corporation ("Consultant."), whose principal place of business is located at 25004 La Plata Drive, Laguna Niguel, CA 92677 Tax Identification Number 330736225; and the City of Montebello ("City"), a California Municipal Corporation whose principal place of business is located at, 1600 West Beverly Blvd. Montebello, CA, 93560. The parties hereby agree to the following terms and conditions:

1. Consultant hereby agrees to do the specific work as described in the Consultant's Proposal; which is attached hereto and incorporated herein by reference. Any special job requests or conditions, and the work description, shall be as set forth in the Proposal
2. During the term of this Agreement, Consultant shall be an independent contractor and not an employee of City. Consultant accepts full and complete responsibility for filing all tax returns and paying all taxes, which may be required, or due for payments received from Company under the terms and conditions of this Agreement.
3. Consultant warrants that it carries Workers' Compensation and Professional and General liability insurance in such amounts as required by the City of the Company and in accordance with the laws within the state where the work is performed. Proof of such insurance will be provided upon request to Company.
4. Company agrees to pay Consultant based upon its monthly not to exceed fee as set forth in Consultant's Proposal dated July 5, 2017. This fee may be adjusted upon mutual assent.
5. Terms of payment from City to Consultant are as follows: Consultant will bill the Company, at least monthly, according to the contract. City will pay the Consultant within thirty (30) days of receipt of invoice from the Consultant.
6. Consultant agrees to indemnify City and its employees from expenses, lawsuits or damages arising out of the negligent acts, errors or omissions of Consultant and or its employees in connection with the proposed work.
7. In the event legal action is required to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party. This agreement shall be construed in accordance with the laws of the State of California, and venue shall be set in Orange County, California.
8. This Agreement shall not be amended, supplemented, altered or assigned unless done in writing with the written consent of all parties to this Agreement.
9. It is the understanding and intent of the parties that this written Agreement represents the entire understanding of the parties and that any previous agreements of the parties, written or oral, shall be of no force or effect.

10. The parties hereby declare that they have read, fully understand and agree to the terms and conditions set forth hereinabove.

CITY: Montebello
1600 W. Beverly Blvd
Montebello, CA 90620

By:

Tranvera Schuyler
Its: City Manager

CONSULTANT:

BUCKNAM & ASSOCIATES, INC.

C. Stephen Bucknam, Jr.

By: C. Stephen Bucknam, Jr.
Its: President

STANDARD HOURLY RATE SCHEDULE

<u>Category</u>	<u>Rate</u>
Principal	\$ 295
Senior Project Manager / Planner	230
Project Manager	215
Senior Engineer / Planner	200
Construction Manager	190
Management Analyst	180
Project Engineer / Planner	175
Engineer / Planner / Senior Inspector / Senior Technician	145
Database Programmer / Project Planner	135
Assistant Engineer / Technician / Planner / Inspector	130
CADD Operator	125
Administrative Assistant	120
Clerical / Word Processing	92
Field Technician	90
Forensic Services	Quote

Reimbursables

Mileage	\$ 0.66/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 9/1/16

BUCKNAM & ASSOCIATES INC.

25004 La Plata Drive, Laguna Niguel, California 92677

T.949.363.6461 F.949.363.6505 www.bucknam.net steve@bucknam.net

June 30, 2017

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Attn: Ms Francesca-Tucker Schulyer
City Administrator

Subject: Proposal for Professional Services – Program Management Support Services FY 2017 -2018

Dear Francesca:

Thank you for the opportunity to present this proposal to provide professional services in conjunction Program Management Services for the City's Recycled Water Projects being developed in collaboration with Central Basin Municipal Water District (CBMWD). One project will supply recycled water to the City's Montebello Municipal Golf Course Facility and another to potentially provide for the development of other City Recycled Water Projects and consultation relative to the proposed regional expansion of Recycled Water Supply to public and private users.

I. Program Management Support Services

A. Consultation on Recycled Water Projects

Program management support would be provided to provide the following services relating to the City's proposed Recycled Water Projects.

1. Provide On- Call Consultation during the Pre-Construction and Construction Phases of the City's Bicknell Park Recycled Water Booster Pump Station project at the Montebello Hills Golf Course.
2. Upon request provide consultation relating to the application for and administration of, proposed State funding under Proposition 1 and regional MWD funding, for the other Recycled Water Projects which the City may consider. Also upon request, assist the City in determining the feasibility of Federal Funding through the Bureau of Reclamation (BUREC) Title XVI Recycled Water Grant Programs.
3. Upon request provide consultation with the City, Central Basin Municipal Water District (CBMWD) and other agencies, relating to a proposed Regional Recycled Water Program; for expansion of Recycled Water service to public and private uses.

II Program Team

These services will be provided under the leadership of C. Stephen Bucknam Jr., P. E., who will serve as Program Manager. Mr. Bucknam, a former Deputy City Manager, City Engineer and Assistant Executive Director and Chief Engineer of Utilities has over 49 years of experience, 18 of which was in the public sector in responsible management positions.

Eldon Davidson, P.E., Associate, will provide consultant Project Management services. He is the former Utilities Director for the City of Newport Beach, Water Manager for the City of Arcadia, and District

BUCKNAM & ASSOCIATES INC.
25004 La Plata Drive, Laguna Niguel, California 92677
T.949.363.6461 F.949.363.6505 www.bucknam.net steve@bucknam.net

Engineer for the Walnut Valley Water District. He has 46 years of experience with over 28 years in managerial positions.

Support services will be made available to the City through key Bucknam & Associates staff in functional areas of administration and program management support. These support services would be provided where appropriate and only if pre-approved by the City. Detailed resumes for Mr. Bucknam and the key support staff can be provided upon request.

III. Fee Estimate

Presented below is a summary the proposed fee to perform the services outlined in the Methodology above. Please note that services would be provided on a Month to Month basis at the City's discretion. It is intended that our services be provided on an Hourly Rate not to Exceed Basis; plus reimbursable expenses in accordance with the attached Standard Hourly Rate Schedule.

Program Management Support Services

Task IA Consultation on the Recycled Water Projects – Budget	\$ 18,000
Reimbursables	\$ 600
Total Projected Fee	\$ 18,600

The above quoted fee is inclusive of labor and expenses and is subject to negotiation. We have also assumed that City staff can assist in providing efforts for collecting pertinent data, information, reports and other materials pertinent to the consulting assignment.

IV Schedule

The projected schedule to complete work efforts described above is estimated to run through June 30, 2018.

I am looking forward to having an opportunity to discuss the specifics of this proposal with you at your convenience. Please call me at (949) 363-6461 or email me at steve@bucknam.net; if you have any questions regarding this submittal. Again, thank you for considering our services for this challenging assignment. We look forward to working with you to assist in the implementation of the programs described above.

Very truly yours,



C. Stephen Bucknam Jr., P.E.
President

Encl.

cc: Danilo Batson, Assistant City Manager
E. Davidson
File

CITY OF MONTEBELLO

FIRST AMENDMENT TO AGREEMENT NO. 3309 BY AND BETWEEN THE CITY OF MONTEBELLO AND BUCKNAM & ASSOCIATES, INC.

This First Amendment to Professional Services Agreement No. 3309 by and between the City of Montebello and Bucknam & Associates, Inc., (**"First Amendment"**), is entered into this 27th day of June 2018, by and between Bucknam & Associates, Inc. (**"Consultant"**) and City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain Professional Services Agreement No. 3309, dated August 1, 2017 (the **"Agreement"**), pursuant to which City retained Consultant to provide various professional services as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to amend the Agreement to provide additional services and increase the amount of the agreement by \$14,200 in order to complete reviewing and responding to requests for information submitted by the current contractor working on the Bicknell Booster Pump Station Project, which is currently underway;

WHEREAS, Section 8 of the Agreement provides that the Parties may agree in writing to amend the terms of the Agreement upon such terms and conditions as mutually agreed to by the Parties.

WHEREAS, City, being mutually satisfied with Consultant's performance of the Agreement, desires to request Consultant provide additional professional services required at the stated amount;

WHEREAS, Consultant desires to provide such additional professional services to the City; and

WHEREAS, the Parties desire to approve this First Amendment to memorialize their respective rights and obligations hereunder.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

Section 1. Compensation.

The total Compensation due Consultant under the Agreement for providing the professional services to City as described in the Agreement, is hereby increased by an additional not-to-exceed amount of Fourteen Thousand Dollars (\$14,200).

Section 2. Remainder of Agreement Effective.

Except as expressly set forth herein with respect to Compensation, the remainder of the Agreement shall remain in full force and effect, being incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year first set forth above.

City of Montebello

Bucknam & Associates, Inc.

Andrew G. Pasmant
Acting City Manager

C. Stephen Bucknam, Jr.
President

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: First Amendment to Agreement No. 3037 -Supplying Recycled Water for the Montebello Golf Course with Central Basin Municipal Water District

DATE: June 27, 2018

RECOMMENDATION

That the City Council approve the First Amendment to Agreement No. 3037 -Supplying Recycled Water to the Montebello Golf Course and authorize the Acting City Manager to execute the amendment on behalf of the City.

BACKGROUND

On January 28, 2015, the City of Montebello and Central Basin Municipal Water District (Central Basin) entered into Agreement No. 3037 for Supplying Recycled Water to the Montebello Golf Course. The Agreement included a loan in the amount \$615,000 from Central Basin to design, prepare plans and specifications, construct a pump station and other related improvements necessary to connect the Golf Course fairways to Central Basin's recycled water system on Garfield Avenue, and for the City to purchase recycled water from Central Basin. The City agreed to pay the loan with a 2% interest rate.

In May 2017, HDR Engineering completed the design, drawings, plans and specifications for the project. On June 14, 2017, the City approved a resolution rejecting all bids received and authorized staff to re-bid the project for Bicknell Park Booster Pump Station, CP 855, Bid No. 18-1.

On July 31, 2017, three (3) bids were received as part of the re-bidding of the project. Cora Constructors, Inc. submitted the lowest responsive bid for a total amount of \$659,000.00. The scope of work includes construction of approximately 60 feet of above ground 8-inch ductile iron pipeline, 100 feet of buried, 12-inch ductile iron pipeline, 60 feet of buried, 10-inch PVC C900 pipeline, 70 feet of buried, 5-inch PVC Schedule 80 conduit, 380 feet of buried 1-1/2 inch PVC Schedule 80 conduit, and one packaged booster pump station, including installation of pipe, valves, fittings, instruments, connections to existing recycled water main, surface restoration, civil and street improvements, and traffic control as listed in the bid schedule. Also included are blow-off pipeline appurtenances, connections to existing recycled water facilities, backup potable water supply with swivel assembly, environmental mitigation measures,

protection of existing facilities, disinfection and hydrostatic testing, and all appurtenant work as needed for a complete system.

The existing Central Basin loan agreement is \$615,000, of which \$73,843 was expended for the development of the plans and specifications, leaving a balance of \$541,157.

On October 30, 2017, the Metropolitan Water District of Southern California informed staff that Montebello would be receiving a grant under their On-Site Retrofit Program in the amount of \$279,883 to assist in the construction of the project. These funds are available on a reimbursement basis and would be better to assist in the payment of the loan with Central Basin if an agreement can be reached in which Central Basin funds the entire project.

Staffs from Central Basin and the City have had initial discussions about Central Basin providing the additional funds necessary to fully fund the project. The new project estimate is \$853,233, as follows:

\$ 73,843.00	Design and Plans & Specifications
\$ 54,490.00	Construction Management & Inspection
\$659,000.00	Construction Contract Cost
<u>\$ 65,900.00</u>	<u>10% Contingency</u>
\$ 853,233.00	Total

On November 8, 2017, City Council approved the award of a construction contract to Cora Constructors, Inc., in the amount of \$659,000 for Bicknell Park Booster Pump Station Project. Cora Constructors is currently working on the proposed improvements and it is anticipated that work will be completed in August 2018.

Central Basin has requested the following modifications or change in terms to the loan agreement in order to provide the additional funds necessary to complete the project, which are included in the attached draft First Amendment:

- 1) Amend the loan amount from \$615,000 to \$853,233
- 2) The City shall repay the loan in equal monthly payments of \$10,896.63, in accordance with the Loan Schedule. Payments shall be applied first to the interest. The monthly payment shall be in addition to the recycled water rate charged for water usage.
- 3) The loan (including principal and interest) shall be repaid in full seven (7) years.
- 4) The City shall complete construction of the recycled water booster pump station within 3 years.

Below is the total funding required to complete the project:

\$ 615,000.00	Existing Loan Agreement with Central Basin
<u>\$ 238,233.00</u>	<u>Additional funding required</u>
\$ 853,233.00	Total

ANALYSIS

Staff is recommending approval of the First Amendment to Agreement No. 3037, as shown in the attached draft amendment and authorization for the Acting City Manager to execute the amendment on behalf of the City. The City will also receive \$279,883 from the Metropolitan Water District of Southern California to complete the project which will then be used to pay the loan.

FISCAL IMPACT

The total loan amount will be \$853,233.00. The City will be able to use a grant from the Metropolitan Water District of Southern California of \$279,883 to pay for the loan as well as savings from the purchase of recycled water (at a lower rate) than the purchase of potable water.

SUMMARY

The City Council will consider approval of the First Amendment to Agreement No. 3037 -Supplying Recycled Water to the Montebello Golf Course and authorize the Acting City Manager to execute the amendment on behalf of the City.

ATTACHMENTS

Agreement No. 3037 – Central Basin
Draft First Amendment

**CITY OF MONTEBELLO
AGREEMENT NO. 3037**



AGREEMENT 2015-26
BETWEEN
THE CITY OF MONTEBELLO
AND
CENTRAL BASIN MUNICIPAL WATER DISTRICT
FOR
SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE

THIS AGREEMENT ("Agreement") is effective as of this **28th** day of **Jan** 2015 ("Effective Date"), by and between the City of Montebello ("Montebello") and Central Basin Municipal Water District (the "District") to facilitate the use of recycled water at Montebello Golf Course for irrigation purposes.

RECITALS

WHEREAS, the District desires to conserve potable water supplies within its territorial boundaries by providing recycled water where feasible;

WHEREAS, due to the comparatively stable supply of recycled water during drought conditions and the anticipated ongoing trend of recycled water costs being below potable supplies, Montebello desires to transition from potable water to recycled water for irrigation at the Golf Course;

WHEREAS, as used in this Agreement, "recycled water" means water as defined by California Water Code Section 13050(n) and treated in accordance with water recycling criteria set forth by Title 22 of the California Code of Regulations;

WHEREAS, Montebello desires to purchase recycled water from the District for irrigation at the Montebello Golf Course (the "Golf Course") and anticipates 200 to 250 acre-feet of recycled water usage per year;

WHEREAS, the District owns a recycled water main that may provide recycled water to the Montebello Golf Course upon construction of recycled water facilities at the Montebello Golf Course;

WHEREAS, the District and Montebello (referred to herein individually as "Party" and collectively as the "Parties") agree that an Infrastructure Need and Feasibility Study shall be conducted prior to undertaking construction of recycled water facilities, and the Parties agree to share the costs of commissioning said study;

WHEREAS, Montebello intends to construct recycled water facilities to connect the Montebello Golf Course's irrigation system to the District's recycle water main;

WHEREAS, the District is willing to finance, in part, Montebello's construction of said facilities; and

WHEREAS, upon completion of the recycled water facilities at the Montebello Golf Course and connection of said facilities to the District's recycled water main, Montebello desires to purchase recycled water from the District for irrigation of the Montebello Golf Course.

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, the Parties agree as follows:

SECTION 1. Purpose of the Agreement.

The purpose of this Agreement is to provide for the Parties' obligations regarding:

1. Construction of recycled water facilities at the Golf Course;
2. Financing of recycled water facilities construction at the Golf Course; and
3. Purchase of recycled water from the District for irrigation purposes at the Golf Course.

SECTION 2. Term of the Agreement.

The term of this Agreement shall commence on the Effective Date identified above and shall continue until the Agreement is terminated pursuant to Section 7 of this Agreement.

SECTION 3. Construction of Recycled Water Facilities.

- A. Montebello shall be responsible for construction of recycled water facilities (including any retrofitting of the existing water lines) necessary for the use of recycled water for irrigation at the Golf Course. Montebello shall be solely responsible for inviting bids from contractors; for reviewing, selecting, and contracting with contractors; and the management and completion of any and all construction, including the connection of recycled water facilities to the District's recycled water main.
- B. Connection of the Golf Course irrigation to the District's recycled water line shall be subject to the District's inspection and approval.
- C. The District shall have no obligation to the contractor Montebello contracts with to construct recycled water facilities, nor shall the District be subject to any liability arising from Montebello's agreement with the contractor it retains to construct the recycled water facilities.
- D. The construction of water facilities shall be in accordance with Exhibit "B", which reflects each party's respective ownership of recycled water lines used to facilitate the connection of the District's line to the Golf Course. Extension of the District's existing recycled water line to the Golf Course shall be the District's responsibility and property.

SECTION 4. Financing Terms

- A. Pursuant to this Section 4, the District shall provide post-construction financing of Montebello's costs incurred in the construction of recycled water facilities. "Costs incurred" shall be limited to costs indicated in the Cost Estimate (Exhibit "A"). Costs incurred shall not include Montebello's overhead and staff time.
- B. Montebello shall maximize existing grant funds and rebates (including, but not limited to the Metropolitan Water District recycled water retrofit rebate) to fund construction and retrofitting of recycled water facilities at the Golf Course.
- C. The District shall loan to Montebello the principal sum of up to Six Hundred and Fifteen Thousand Dollars (\$615,000.00) to finance the cost of constructing said recycled water facilities, after:
 - 1. Montebello submits supporting documentation to the District, verifying Montebello's Costs Incurred (as described in Section 4.A. above), and indicating the Items (enumerated and described in Exhibit "A") for which the costs were incurred; and
 - 2. Costs Incurred are not disputed by the District within (30) days of receiving Montebello's request for financing.
- D. Montebello may request drawdowns, no more than once a month, up to the total loan amount after Montebello submits supporting documents as described in Section 4.C.1 above. The District shall release "drawn" amounts within thirty (30) days of receiving requests, along with supporting documents. Requests shall indicate whether Montebello wishes to receive payments via check or Automatic Clearing House (ACH) direct deposit to Montebello's bank account.
- E. The principal shall be subject to a two percent (2%) annual interest charge, calculated daily and compounded monthly. Interest shall accrue on any "drawn" amounts, commencing when the District issues payments.
- F. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line and the commencement of Montebello's use of recycled water pursuant to this Agreement, Montebello shall repay the loan in the form of a Two Hundred and Fifty Dollar (\$250.00) charge for every acre-foot (AF) of recycled water provided by the District to Montebello, until the balance of the loan is paid. Payments shall be applied first to interest. Payment pursuant to this Section 4 shall be in addition to the recycled water rate charged pursuant to Section 5 below.
- G. Notwithstanding Section 4.F immediately above, Montebello may prepay financed amounts at any time without penalty.

- H. Montebello shall, within thirty (30) days of receiving any grant funds from Metropolitan Water District or other sources, remit all grant funds to the District as repayment of amounts financed pursuant to this Section 4.

SECTION 5. Purchase of Recycled Water

- A. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line, the District shall supply recycled water to Montebello pursuant to this Section 5.
- B. Montebello shall pay the District the applicable recycled water rate as approved by the District's Board of Directors.
- C. Each twelve-month period, commencing with the date Montebello first uses recycled water at the Golf Course and during which Montebello carries a balanced owed pursuant to the financing terms of Section 4 above, Montebello shall purchase a minimum of one hundred and fifty (150) AF of recycled water from the District or pay an equivalent amount determined pursuant to Section 5D.
- D. If Montebello's recycled water consumption pursuant to this Agreement is less than one hundred and fifty (150) AF per twelve-month period (as described in Section 5.C above), Montebello shall pay the District for the difference, in an amount equal to the cost of reaching recycled water consumption of 150 AF, charged at the District's then-current recycled water rate, plus the \$250.00 per AF loan repayment amount pursuant to Section 4.F.
- E. Montebello acknowledges that circumstances beyond the control of the District may result in a temporary or permanent decrease in the volume of recycled water available to Montebello. Montebello releases the District for and waives any past, current, and future claims, arising from an interruption of recycled water supply, or for the District's reductions in the volume of recycled water available at any given time to Montebello. The District will not be liable for any costs or damages incurred by Montebello arising out of or relating to any interruption in service or limitation of availability due to circumstances beyond the District's control. The District will use its best efforts to reestablish the availability of recycled water to Montebello. Montebello acknowledges that a standby water supply may be necessary to prevent any damages that might result from an interruption in the supply of recycled water from the District.

SECTION 6. Indemnification.

- A. Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the "Indemnitee") and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind, including, but not limited to, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee

arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement), except when the injury to persons or damage to property are due or claimed to be due to the Indemnatee's negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party's negligent performance of this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement).

B. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each Party, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement (or any consultant or contractor agreement executed pursuant to this Agreement) to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

C. This Section 7 survives the termination of this Agreement.

SECTION 7. Default and Termination.

A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party shall provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party shall then have thirty (30) days to cure the terms and conditions in the written notice. The Notice of Default shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination.

B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party shall then have the right to terminate this Agreement without further notice to the violating Party.

- C. Termination for Convenience. Montebello may terminate this Agreement without cause, and for its sole convenience, upon ninety (90) days written notice to the District. In the event of such termination, Montebello agrees to repay the then unpaid principal balance of the loan, within twenty-four (24) months from the date of termination, plus any interest which has or may accrue thereon until the entire loan is repaid.
- D. Termination for Failure to Take Water. If Montebello fails to commence taking water within 12 months of the date of Montebello's first draw on the loan described in Section 4 above, the District may terminate this Agreement by providing Montebello with a Notice of Default and Termination. The District shall not be required to provide Montebello with the opportunity to cure as described in Section 7.A. above. If the District terminates this Agreement pursuant to this Section 7.D., Montebello shall repay the amount loaned, plus associated interest, within 24 months of the date of the Notice of Default and Termination.

SECTION 8. Assignment.

The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this Agreement without the express written consent of the other Party, which may be withheld for any reason or no reason.

SECTION 9. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. Notwithstanding the indemnification provisions outlined in Section 7 above, if any action, at law or in equity, is brought to enforce or to interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the pursuit or defense of said action, in addition to other relief that may be sought and awarded. This Section 10.B shall survive the termination of this Agreement.

SECTION 10. Notice.

- A. Any notice desired or required to be given pursuant to this Agreement or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.
- B. Notice to Central Basin Municipal Water District shall be addressed to: Central Basin Municipal Water District, 6252 Telegraph Road, Commerce, California 90040, Attn: General Manager.

C. Notice to the City of Montebello shall be addressed to: City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640, Attn: City Administrator.

SECTION 11. Force Majeure.

The respective duties and obligations of the Parties, pursuant to this Agreement, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

SECTION 12. Waiver.

Either Party's failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the Parties may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.

SECTION 13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

SECTION 14. Governing Law and Compliance.

- A. In performing the duties and obligations pursuant to this Agreement, each Party is responsible for its compliance with all local, State and Federal laws and regulations.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

SECTION 15. Headings.

The headings, order, and grouping of provisions of this Agreement are for the purpose of convenience and shall not be used to construe meaning or intent.

SECTION 16. Interpretation of Terms.

This Agreement is jointly prepared by the Parties. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

SECTION 17. Entire Agreement and Exhibits.

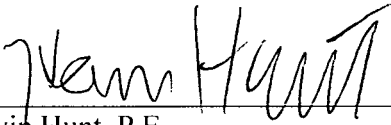
This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this Agreement acknowledges that no representation, statement or promise which is not embodied in this Agreement or any other agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

SECTION 18. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

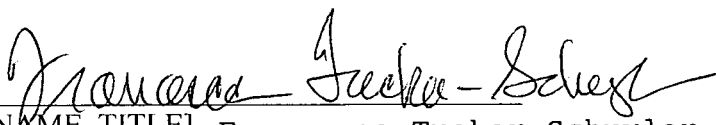
CENTRAL BASIN MUNICIPAL WATER DISTRICT



Kevin Hunt, P.E.
Interim General Manager

Date: 2/17/2015

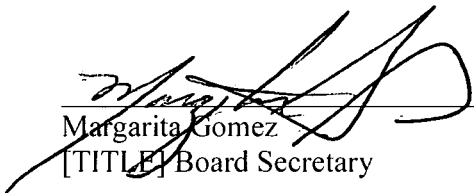
CITY OF MONTEBELLO



[NAME, TITLE] Francesca Tucker-Schuyler
City Administrator

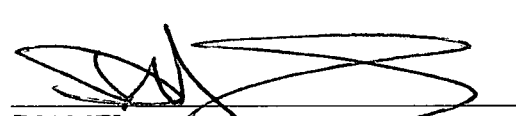
Date: 1/29/2015

ATTEST:



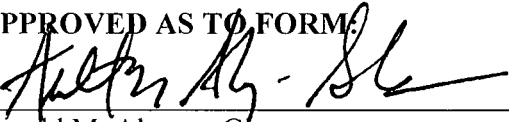
Margarita Gomez
[TITLE] Board Secretary

ATTEST:



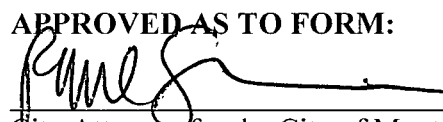
[NAME] Daniel Hernandez
City Clerk for the City of Montebello

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman,
Interim General Counsel

APPROVED AS TO FORM:



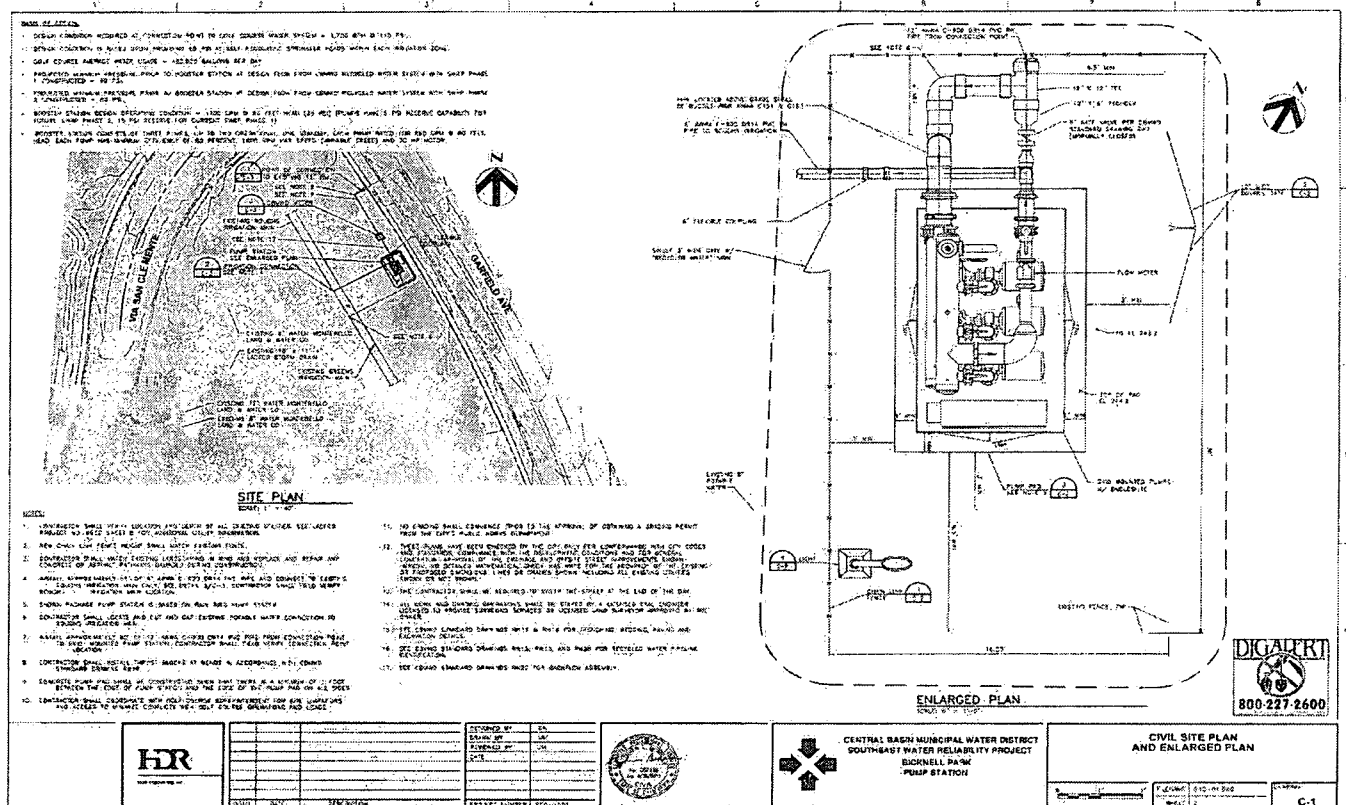
City Attorney for the City of Montebello
Raul F. Salinas

City of Montebello - Montebello Municipal Golf Course Recycled Water System - Conceptual Cost Estimate					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Demobilization and Set Up, Bonds & Insurance Related to Pipeline & Appurtenance Construction & Water Service Reconnection	1	LS	\$10,000	\$10,000
2	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from Meter to Pump Station, as Indicated on the Plans and in the Specifications	200	LF	\$150	\$30,000
3	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from the Pump Station to the Irrigation System Connection, as indicated on the Plans and in the Specifications	100	LF	\$150	\$15,000
4	Replace All AC Pavement, Concrete Pavement, Concrete Sidewalk, Curb & Gutter & Landscaping Impacted in Accordance with City Standards & the Plans & Specifications	1	LS	\$3,000	\$3,000
5	6" Recycled Water Meter in Vault Furnish & Install New Recycled Water Meter & Vault Complete in Place, Along with All Appurtenances as indicated on the Plans and in the Specifications	1	EA	\$20,000	\$20,000
6	Recycled Water Pipe Identification All New Recycled Water Pipe or Existing Water Pipe Exposed During Construction shall be Clearly Identified as Recycled Water Pipe Per CA Department of Public Health Requirements	1	EA	\$1,000	\$1,000
7	Remove Existing Double Detector Check Backflow Prevention Device Remove Existing Backflow Prevention Device as indicated on the Plans and in the Specifications	1	EA	\$1,000	\$1,000
8	Install New 8" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Quiet Cannon Connection, as Indicated on the Plans and in the Specifications	1	EA	\$16,000	\$16,000
9	Install New 2.5" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment on the Service Line to the Maintenance Building, as Indicated on the Plans and in the Specifications	1	EA	\$3,000	\$3,000
10	Cut & Cap Potable Water Pipe Below Grade Cut & Cap Existing Potable Water Line Below Grade at the Garfield Avenue Connection, as Indicated on the Plans and in the Specifications	2	EA	\$3,000	\$6,000
11	Install New 6" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Garfield Avenue Connection, as indicated on the Plans and in the Specifications	1	EA	\$7,500	\$7,500
12	Install New 12" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Service Line to the Hotel, Quiet Cannon and the Fire Pumps, as Indicated on the Plans and in the Specifications	1	EA	\$15,000	\$15,000
13	Cut & Cap Irrigation System Near Well Cut & Cap Any Irrigation Lines Located Within 50 Feet or Less from the Existing Well Onsite	1	LS	\$3,000	\$3,000
14	Booster Pump Station Install Booster Pump Station Including Electrical Service line and Motor Control Equipment	1	LS	\$250,000	\$250,000
15	Site Preparation & Access Road Site Grading, Paving and Fencing and Access Road Grading and Paving	1	LS	\$75,000	\$75,000
Subtotal Construction					\$455,500
Construction Contingency (15%)					\$68,325
Finalization of Design (70% to 100%)					\$20,000
Environmental Documentation (Assume Mitigated Negative Declaration)					\$25,000
Construction Management & Inspection					\$45,600
Total Conceptual Project Cost					\$614,425

EXHIBIT B

Central Basin Municipal Water District Recycled Water System Montebello Municipal Golf Course

The Central Basin Municipal Water Districts' (CBMWD) ownership and responsibility for Design and Construction costs of the Recycled Water Service Line and Meter Assembly; shall be from the Point of Connection to the Districts' Recycled Water System as shown on Sheet C-1 (Detail 1- C-3) to the CBMWD Meter (Detail 3-C-3) of the "Bicknell Park Booster Pump Station," Drawings, prepared by HDR Engineering, dated April 27, 2012 (Attached Below).



**FIRST AMENDMENT OF AGREEMENT 2015-26 FOR SUPPLYING RECYCLED WATER TO
THE MONTEBELLO GOLF COURSE**

This First Amendment of Agreement 2015-26 for Supplying Recycled Water to the Montebello Golf Course ("**First Amendment**") is made and entered into effective as of _____, 2017 ("**Effective Date**") by and among The City of Montebello ("**Montebello**") and Central Basin Water District (the "**District**").

RECITALS

WHEREAS, Montebello and the District are parties to that certain Agreement 2015-26 for Supplying Recycled Water to the Montebello Golf Course dated January 28, 2015 (the "**Agreement**"). A copy of the Agreement is attached hereto as Exhibit A.

WHEREAS, pursuant to the terms of the Agreement, Montebello shall construct recycled water facilities to connect the Montebello Golf Course's irrigation system to the District's recycled water main, the District shall loan to Montebello the principal sum of up to \$615,000 to finance the cost of constructing said recycled water facilities on the terms set out in the Agreement, and upon completion of said recycled water facilities, Montebello shall purchase recycled water from the District for irrigation of the Montebello Golf Course.

WHEREAS, Section 17 of the Agreement provides that any modification to the Agreement shall be effective only if it is in writing and signed by both Montebello and the District.

WHEREAS, Montebello and the District wish to amend the Agreement to increase the principal sum of up the loan from \$615,000 to \$853,233 and change the terms of repayment of the loan.

WHEREAS, in accordance with the requirements of Section 17 of the Agreement, Montebello and the District enter into this First Amendment to give effect to their common intentions.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Montebello and the District agree as follows:

1. Amendment to Agreement. As of the Effective Date, the Agreement is hereby amended as follows:

- (a) Section 4C is hereby amended by deleting the words "Six Hundred and Fifteen Thousand Dollars (\$615,000.00)" and replacing it with the words "Eight Hundred and Fifty Three Thousand Two Hundred and Thirty Three Dollars (\$853,233.00)".
- (b) Section 4F is deleted in its entirety and replaced with the following:
"F. Commencing on the date of the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line and the commencement of Montebello's use of recycled water pursuant to this Agreement (the "**Repayment Commencement Date**"), Montebello shall repay the loan in equal monthly payments of Ten Thousand Eight Hundred and Ninety Three Dollars and Sixty Cents (\$10,893.63), in accordance with the Loan Schedule set out on Exhibit C. Payments shall be applied first to interest. Payment pursuant to this Section 4 shall be in addition to the recycled water rate charged pursuant to Section 5 below. All principal outstanding on the loan, including all accrued interest, shall be repaid in full on or before the 7th anniversary of the Repayment Commencement Date (the "**Maturity Date**")."

- (c) Section 4G is deleted in its entirety and replaced with the following:
“G. Montebello shall complete the entire construction of the recycled water facilities on or before _____.” [insert date that is [3 years] from the effective date of this amendment]
- (d) New Section 4I is inserted to read as follows:
“I. Upon the occurrence or existence of any Event of Default (as defined in Section 4J below), the District may, at its option and without written notice or demand, declare the balance of the loan amount, along with any accrued interest, to be immediately due and payable by Montebello to the District. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the District may exercise any other right, power or remedy granted to the District or otherwise permitted by law, either by suit in equity or by action at law, or both.”
- (e) New Section 4J is inserted to read as follows:
“J. The occurrence of one or more of the following events shall be an **Event of Default**” hereunder:
- (a) Montebello fails to make any monthly repayment due in accordance with Section 4F;
 - (b) Montebello ceases, or determines to discontinue, construction of the recycled water facilities for any reason whatsoever;
 - (c) Montebello ceases operating the Montebello Golf Course, or disposes of all, or substantially all, of its interest in the Montebello Golf Course;
 - (d) Montebello fails to pay the outstanding loan and accrued interest on or before the Maturity Date;
 - (e) termination of this Agreement by the District in accordance with Section 7B as a result of a breach of this Agreement by the District;
 - (f) if any of the following events of bankruptcy, insolvency or receivership occurs:
 - (1) Montebello has admitted in writing its inability to pay its debts generally as they come due, or at any time is generally not paying its debts as such debts become due, or has filed any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to debts;
 - (2) an involuntary petition has been filed under any bankruptcy or insolvency statute against Montebello, or a custodian, receiver or trustee has been appointed to take possession of the assets of Montebello, unless such petition or appointment is or has been set aside or withdrawn or ceases or has ceased to be in effect within sixty (60) days from the date of said filing or appointment; or

(3) there is filed by or against Montebello a petition seeking the liquidation or dissolution of Montebello or the commencement of any other procedure to liquidate or dissolve Montebello, or there occurs any event, condition or circumstance which causes the liquidation or dissolution of Montebello, unless such petition or appointment is or has been set aside or withdrawn or ceases or has ceased to be in effect within sixty (60) days from the date of said filing or appointment; or

(4) Montebello conceals, removes, or permits to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors, or makes or suffers a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or makes any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffers or permits while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings which is not vacated within sixty (60) days from the date thereof; or

(5) Montebello makes a general assignment of the assets of Montebello for the benefit of Montebello's creditors."

- (f) Section 5D is hereby amended by deleting the words "\$250.00 per AF loan repayment amount" and replacing it with the words "\$10,893.63 monthly repayment amount".
- (g) Exhibit A (Conceptual Cost) of the Agreement No. 2015-26 is amended by replacing it with the revised Conceptual Cost set as Exhibit B of this First Amendment.
- (h) New Exhibit C is hereby inserted in the Agreement in the form set out in Exhibit C to this First Amendment.

2. Acknowledgments by Montebello and the District. Montebello and the District hereby agree that attached hereto as Exhibit A is a complete and accurate copy of the Agreement, and except as set forth on Exhibit A, there are no written or oral amendments, modifications, side letters, agreements, or other understandings with regard thereto;

3. Ratification of Agreement. Montebello and the District ratify and confirm the terms and conditions of the Agreement and acknowledge and agree that, except as expressly set forth herein, all of the terms, conditions and obligations contained in the Agreement shall remain in full force and effect without modification from and after the Effective Date.

4. Counterparts; Signatures. Separate copies of this First Amendment may be signed by the parties hereto, with the same effect as though all of the parties had signed one copy of this Assignment. Signatures received by facsimile or via other electronic transmission system shall be accepted as original signatures.

IN WITNESS WHEREOF, Montebello and the District have caused this First Amendment to be executed and implemented effective as of the Effective Date.

**CENTRAL BASIN MUNICIPAL WATER
DISTRICT**

CITY OF MONTEBELLO

By: Kevin Hunt, P.E.

General Manager

Date: _____

By:

TITLE:

Date: _____

ATTEST:

ATTEST:

By: Margarita Aguilar

Board Secretary

By:

City Clerk for the City of Montebello

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nossaman LLP

District's General Counsel

City Attorney for the City of Montebello

EXHIBIT A

Copy of Agreement 2015-26 for Supplying Recycled Water to the Montebello Golf Course

(See Attached)

DRAFT

**CITY OF MONTEBELLO
AGREEMENT NO. 3037**



**AGREEMENT 2015-26
BETWEEN
THE CITY OF MONTEBELLO
AND
CENTRAL BASIN MUNICIPAL WATER DISTRICT
FOR
SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE**

THIS AGREEMENT ("Agreement") is effective as of this 28th day of Jan 2015 ("Effective Date"), by and between the City of Montebello ("Montebello") and Central Basin Municipal Water District (the "District") to facilitate the use of recycled water at Montebello Golf Course for irrigation purposes.

RECITALS

WHEREAS, the District desires to conserve potable water supplies within its territorial boundaries by providing recycled water where feasible;

WHEREAS, due to the comparatively stable supply of recycled water during drought conditions and the anticipated ongoing trend of recycled water costs being below potable supplies, Montebello desires to transition from potable water to recycled water for irrigation at the Golf Course;

WHEREAS, as used in this Agreement, "recycled water" means water as defined by California Water Code Section 13050(n) and treated in accordance with water recycling criteria set forth by Title 22 of the California Code of Regulations;

WHEREAS, Montebello desires to purchase recycled water from the District for irrigation at the Montebello Golf Course (the "Golf Course") and anticipates 200 to 250 acre-feet of recycled water usage per year;

WHEREAS, the District owns a recycled water main that may provide recycled water to the Montebello Golf Course upon construction of recycled water facilities at the Montebello Golf Course;

WHEREAS, the District and Montebello (referred to herein individually as "Party" and collectively as the "Parties") agree that an Infrastructure Need and Feasibility Study shall be conducted prior to undertaking construction of recycled water facilities, and the Parties agree to share the costs of commissioning said study;

WHEREAS, Montebello intends to construct recycled water facilities to connect the Montebello Golf Course's irrigation system to the District's recycle water main;

WHEREAS, the District is willing to finance, in part, Montebello's construction of said facilities; and

WHEREAS, upon completion of the recycled water facilities at the Montebello Golf Course and connection of said facilities to the District's recycled water main, Montebello desires to purchase recycled water from the District for irrigation of the Montebello Golf Course.

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, the Parties agree as follows:

SECTION 1. Purpose of the Agreement.

The purpose of this Agreement is to provide for the Parties' obligations regarding:

1. Construction of recycled water facilities at the Golf Course;
2. Financing of recycled water facilities construction at the Golf Course; and
3. Purchase of recycled water from the District for irrigation purposes at the Golf Course.

SECTION 2. Term of the Agreement.

The term of this Agreement shall commence on the Effective Date identified above and shall continue until the Agreement is terminated pursuant to Section 7 of this Agreement.

SECTION 3. Construction of Recycled Water Facilities.

- A. Montebello shall be responsible for construction of recycled water facilities (including any retrofitting of the existing water lines) necessary for the use of recycled water for irrigation at the Golf Course. Montebello shall be solely responsible for inviting bids from contractors; for reviewing, selecting, and contracting with contractors; and the management and completion of any and all construction, including the connection of recycled water facilities to the District's recycled water main.
- B. Connection of the Golf Course irrigation to the District's recycled water line shall be subject to the District's inspection and approval.
- C. The District shall have no obligation to the contractor Montebello contracts with to construct recycled water facilities, nor shall the District be subject to any liability arising from Montebello's agreement with the contractor it retains to construct the recycled water facilities.
- D. The construction of water facilities shall be in accordance with Exhibit "B", which reflects each party's respective ownership of recycled water lines used to facilitate the connection of the District's line to the Golf Course. Extension of the District's existing recycled water line to the Golf Course shall be the District's responsibility and property.

SECTION 4. Financing Terms

- A. Pursuant to this Section 4, the District shall provide post-construction financing of Montebello's costs incurred in the construction of recycled water facilities. "Costs incurred" shall be limited to costs indicated in the Cost Estimate (Exhibit "A"). Costs incurred shall not include Montebello's overhead and staff time.
- B. Montebello shall maximize existing grant funds and rebates (including, but not limited to the Metropolitan Water District recycled water retrofit rebate) to fund construction and retrofitting of recycled water facilities at the Golf Course.
- C. The District shall loan to Montebello the principal sum of up to Six Hundred and Fifteen Thousand Dollars (\$615,000.00) to finance the cost of constructing said recycled water facilities, after:
 - 1. Montebello submits supporting documentation to the District, verifying Montebello's Costs Incurred (as described in Section 4.A. above), and indicating the Items (enumerated and described in Exhibit "A") for which the costs were incurred; and
 - 2. Costs Incurred are not disputed by the District within (30) days of receiving Montebello's request for financing.
- D. Montebello may request drawdowns, no more than once a month, up to the total loan amount after Montebello submits supporting documents as described in Section 4.C.1 above. The District shall release "drawn" amounts within thirty (30) days of receiving requests, along with supporting documents. Requests shall indicate whether Montebello wishes to receive payments via check or Automatic Clearing House (ACH) direct deposit to Montebello's bank account.
- E. The principal shall be subject to a two percent (2%) annual interest charge, calculated daily and compounded monthly. Interest shall accrue on any "drawn" amounts, commencing when the District issues payments.
- F. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line and the commencement of Montebello's use of recycled water pursuant to this Agreement, Montebello shall repay the loan in the form of a Two Hundred and Fifty Dollar (\$250.00) charge for every acre-foot (AF) of recycled water provided by the District to Montebello, until the balance of the loan is paid. Payments shall be applied first to interest. Payment pursuant to this Section 4 shall be in addition to the recycled water rate charged pursuant to Section 5 below.
- G. Notwithstanding Section 4.F immediately above, Montebello may prepay financed amounts at any time without penalty.

- H. Montebello shall, within thirty (30) days of receiving any grant funds from Metropolitan Water District or other sources, remit all grant funds to the District as repayment of amounts financed pursuant to this Section 4.

SECTION 5. Purchase of Recycled Water

- A. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line, the District shall supply recycled water to Montebello pursuant to this Section 5.
- B. Montebello shall pay the District the applicable recycled water rate as approved by the District's Board of Directors.
- C. Each twelve-month period, commencing with the date Montebello first uses recycled water at the Golf Course and during which Montebello carries a balanced owed pursuant to the financing terms of Section 4 above, Montebello shall purchase a minimum of one hundred and fifty (150) AF of recycled water from the District or pay an equivalent amount determined pursuant to Section 5D.
- D. If Montebello's recycled water consumption pursuant to this Agreement is less than one hundred and fifty (150) AF per twelve-month period (as described in Section 5.C above), Montebello shall pay the District for the difference, in an amount equal to the cost of reaching recycled water consumption of 150 AF, charged at the District's then-current recycled water rate, plus the \$250.00 per AF loan repayment amount pursuant to Section 4.F.
- E. Montebello acknowledges that circumstances beyond the control of the District may result in a temporary or permanent decrease in the volume of recycled water available to Montebello. Montebello releases the District for and waives any past, current, and future claims, arising from an interruption of recycled water supply, or for the District's reductions in the volume of recycled water available at any given time to Montebello. The District will not be liable for any costs or damages incurred by Montebello arising out of or relating to any interruption in service or limitation of availability due circumstances beyond the District's control. The District will use its best efforts to reestablish the availability of recycled water to Montebello. Montebello acknowledges that a standby water supply may be necessary to prevent any damages that might result from an interruption in the supply of recycled water from the District.

SECTION 6. Indemnification.

- A. Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the "Indemnitee") and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind, including, but not limited to, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee

arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement), except when the injury to persons or damage to property are due or claimed to be due to the Indemnitee's negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party's negligent performance of this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement).

B. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each Party, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement (or any consultant or contractor agreement executed pursuant to this Agreement) to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

C. This Section 7 survives the termination of this Agreement.

SECTION 7. Default and Termination.

A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party shall provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party shall then have thirty (30) days to cure the terms and conditions in the written notice. The Notice of Default shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination.

B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party shall then have the right to terminate this Agreement without further notice to the violating Party.

- C. Termination for Convenience. Montebello may terminate this Agreement without cause, and for its sole convenience, upon ninety (90) days written notice to the District. In the event of such termination, Montebello agrees to repay the then unpaid principal balance of the loan, within twenty-four (24) months from the date of termination, plus any interest which has or may accrue thereon until the entire loan is repaid.
- D. Termination for Failure to Take Water. If Montebello fails to commence taking water within 12 months of the date of Montebello's first draw on the loan described in Section 4 above, the District may terminate this Agreement by providing Montebello with a Notice of Default and Termination. The District shall not be required to provide Montebello with the opportunity to cure as described in Section 7.A. above. If the District terminates this Agreement pursuant to this Section 7.D., Montebello shall repay the amount loaned, plus associated interest, within 24 months of the date of the Notice of Default and Termination.

SECTION 8. Assignment.

The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this Agreement without the express written consent of the other Party, which may be withheld for any reason or no reason.

SECTION 9. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. Notwithstanding the indemnification provisions outlined in Section 7 above, if any action, at law or in equity, is brought to enforce or to interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the pursuit or defense of said action, in addition to other relief that may be sought and awarded. This Section 10.B shall survive the termination of this Agreement.

SECTION 10. Notice.

- A. Any notice desired or required to be given pursuant to this Agreement or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.
- B. Notice to Central Basin Municipal Water District shall be addressed to: Central Basin Municipal Water District, 6252 Telegraph Road, Commerce, California 90040, Attn: General Manager.

C. Notice to the City of Montebello shall be addressed to: City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640, Attn: City Administrator.

SECTION 11. Force Majeure.

The respective duties and obligations of the Parties, pursuant to this Agreement, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

SECTION 12. Waiver.

Either Party's failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the Parties may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.

SECTION 13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

SECTION 14. Governing Law and Compliance.

- A. In performing the duties and obligations pursuant to this Agreement, each Party is responsible for its compliance with all local, State and Federal laws and regulations.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

SECTION 15. Headings.

The headings, order, and grouping of provisions of this Agreement are for the purpose of convenience and shall not be used to construe meaning or intent.

SECTION 16. Interpretation of Terms.

This Agreement is jointly prepared by the Parties. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

SECTION 17. Entire Agreement and Exhibits.

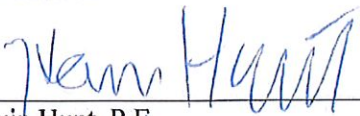
This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this Agreement acknowledges that no representation, statement or promise which is not embodied in this Agreement or any other agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

SECTION 18. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

[SIGNATURE ON THE FOLLOWING PAGE]

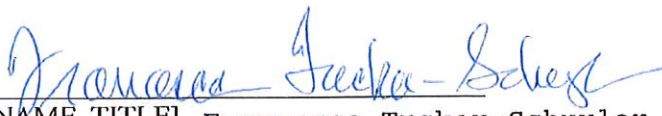
IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

CENTRAL BASIN MUNICIPAL WATER DISTRICT


Kevin Hunt, P.E.
Interim General Manager

Date: 2/13/2015

CITY OF MONTEBELLO

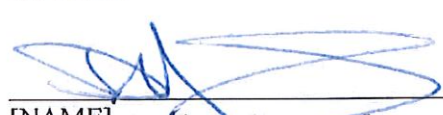

[NAME, TITLE] Francesca Tucker-Schuyler
City Administrator

Date: 1/29/2015

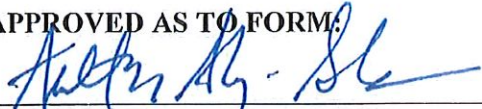
ATTEST:


Margarita Gomez
[TITLE] Board Secretary

ATTEST:


[NAME] Daniel Hernandez
City Clerk for the City of Montebello

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
Interim General Counsel

APPROVED AS TO FORM:

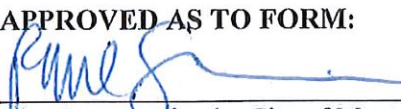

City Attorney for the City of Montebello
Raul F. Salinas

EXHIBIT B

Revised Exhibit A of Agreement No. 2015-26

(See Attached)

DRAFT

EXHIBIT A

City of Montebello - Montebello Municipal Golf Course Recycled Water System - Conceptual Cost Estimate					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Demobilization and Set Up, Bonds & Insurance Related to Pipeline & Appurtenance Construction & Water Service Reconnection	1	LS	\$10,000	\$10,000
2	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from Meter to Pump Station, as Indicated on the Plans and in the Specifications	200	LF	\$150	\$30,000
3	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from the Pump Station to the Irrigation System Connection, as indicated on the Plans and in the Specifications	100	LF	\$150	\$15,000
4	Replace All AC Pavement, Concrete Pavement, Concrete Sidewalk, Curb & Gutter & Landscaping Impacted in Accordance with City Standards & the Plans & Specifications	1	LS	\$3,000	\$3,000
5	6" Recycled Water Meter in Vault Furnish & Install New Recycled Water Meter & Vault Complete in Place, Along with All Appurtenances as indicated on the Plans and in the Specifications	1	EA	\$20,000	\$20,000
6	Recycled Water Pipe Identification All New Recycled Water Pipe or Existing Water Pipe Exposed During Construction shall be Clearly Identified as Recycled Water Pipe Per CA Department of Public Health Requirements	1	EA	\$1,000	\$1,000
7	Remove Existing Double Detector Check Backflow Prevention Device Remove Existing Backflow Prevention Device as indicated on the Plans and in the Specifications	1	EA	\$1,000	\$1,000
8	Install New 8" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Quiet Cannon Connection, as indicated on the Plans and in the Specifications	1	EA	\$16,000	\$16,000
9	Install New 2.5" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment on the Service Line to the Maintenance Building, as indicated on the Plans and in the Specifications	1	EA	\$3,000	\$3,000
10	Cut & Cap Potable Water Pipe Below Grade Cut & Cap Existing Potable Water Line Below Grade at the Garfield Avenue Connection, as indicated on the Plans and in the Specifications	2	EA	\$3,000	\$6,000
11	Install New 6" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Garfield Avenue Connection, as indicated on the Plans and in the Specifications	1	EA	\$7,500	\$7,500
12	Install New 12" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Service Line to the Hotel, Quiet Cannon and the Fire Pumps, as indicated on the Plans and in the Specifications	1	EA	\$15,000	\$15,000
13	Cut & Cap Irrigation System Near Well Cut & Cap Any Irrigation Lines Located Within 50 Feet or Less from the Existing Well Onsite	1	LS	\$3,000	\$3,000
14	Booster Pump Station Install Booster Pump Station Including Electrical Service line and Motor Control Equipment	1	LS	\$250,000	\$250,000
15	Site Preparation & Access Road Site Grading, Paving and Fencing and Access Road Grading and Paving	1	LS	\$75,000	\$75,000
Subtotal Construction					\$455,500
Construction Contingency (15%)					\$68,325
Finalization of Design (70% to 100%)					\$20,000
Environmental Documentation (Assume Mitigated Negative Declaration)					\$25,000
Construction Management & Inspection					\$45,600
Total Conceptual Project Cost					\$614,425

EXHIBIT B

Central Basin Municipal Water District Recycled Water System Montebello Municipal Golf Course

The Central Basin Municipal Water Districts' (CBMWD) ownership and responsibility for Design and Construction costs of the Recycled Water Service Line and Meter Assembly; shall be from the Point of Connection to the Districts' Recycled Water System as shown on Sheet C-1 (Detail 1- C-3) to the CBMWD Meter (Detail 3-C-3) of the "Bicknell Park Booster Pump Station," Drawings, prepared by HDR Engineering, dated April 27, 2012 (Attached Below).

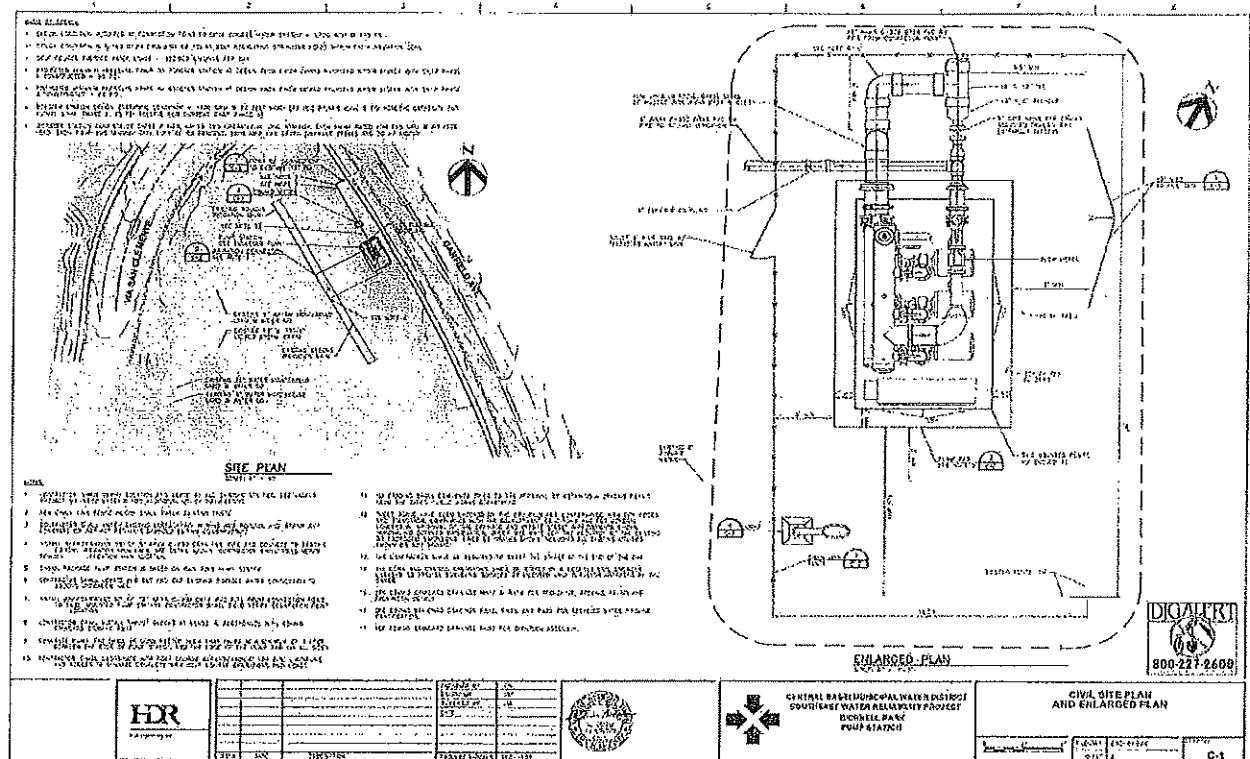


EXHIBIT C

Loan Schedule

(See Attached)

DRAFT

Montebello Golf course 7 yr loan

ENTER

Interest Rate -- for 2%, enter .02

2.000%

Term -- enter number of months

84

Loan Amount --

\$853,000

Monthly Payment is calculated for you

\$10,890.622

ENTER
EXTRA
PAYMENTS
HERE

Pd.	Monthly Payment	Interest	Principal	Current Loan Balance
1	\$10,890.63	\$ 1,421.67	\$ 9,468.96	\$843,531.04
2	10,890.63	1405.89	9484.74	834046.29
3	10,890.63	1390.08	9500.55	824545.74
4	10,890.63	1374.24	9516.39	815029.35
5	10,890.63	1358.38	9532.25	805497.10
6	10,890.63	1342.50	9548.13	795948.97
7	10,890.63	1326.58	9564.05	786384.92
8	10,890.63	1310.64	9579.99	776804.93
9	10,890.63	1294.67	9595.96	767208.98
10	10,890.63	1278.68	9611.95	757597.03
11	10,890.63	1262.66	9627.97	747969.06
12	10,890.63	1246.62	9644.01	738325.05
13	10,890.63	1230.54	9660.09	728664.96
14	10,890.63	1214.44	9676.19	718988.77
15	10,890.63	1198.31	9692.32	709296.45
16	10,890.63	1182.16	9708.47	699587.98
17	10,890.63	1165.98	9724.65	689863.33
18	10,890.63	1149.77	9740.86	680122.48
19	10,890.63	1133.54	9757.09	670365.38
20	10,890.63	1117.28	9773.35	660592.03
21	10,890.63	1100.99	9789.64	650802.39
22	10,890.63	1084.67	9805.96	640996.43
23	10,890.63	1068.33	9822.30	631174.12
24	10,890.63	1051.96	9838.67	621335.45
25	10,890.63	1035.56	9855.07	611480.38
26	10,890.63	1019.13	9871.50	601608.88
27	10,890.63	1002.68	9887.95	591720.94
28	10,890.63	986.20	9904.43	581816.51
29	10,890.63	969.69	9920.94	571895.57
30	10,890.63	953.16	9937.47	561958.10
31	10,890.63	936.60	9954.03	552004.07

32	10,890.63	920.01	9970.62	542033.44
33	10,890.63	903.39	9987.24	532046.20
34	10,890.63	886.74	10003.89	522042.32
35	10,890.63	870.07	10020.56	512021.76
36	10,890.63	853.37	10037.26	501984.50
37	10,890.63	836.64	10053.99	491930.51
38	10,890.63	819.88	10070.75	481859.76
39	10,890.63	803.10	10087.53	471772.23
40	10,890.63	786.29	10104.34	461667.89
41	10,890.63	769.45	10121.18	451546.71
42	10,890.63	752.58	10138.05	441408.65
43	10,890.63	735.68	10154.95	431253.70
44	10,890.63	718.76	10171.87	421081.83
45	10,890.63	701.80	10188.83	410893.00
46	10,890.63	684.82	10205.81	400687.20
47	10,890.63	667.81	10222.82	390464.38
48	10,890.63	650.77	10239.86	380224.52
49	10,890.63	633.71	10256.92	369967.60
50	10,890.63	616.61	10274.02	359693.58
51	10,890.63	599.49	10291.14	349402.44
52	10,890.63	582.34	10308.29	339094.15
53	10,890.63	565.16	10325.47	328768.68
54	10,890.63	547.95	10342.68	318425.99
55	10,890.63	530.71	10359.92	308066.07
56	10,890.63	513.44	10377.19	297688.89
57	10,890.63	496.15	10394.48	287294.40
58	10,890.63	478.82	10411.81	276882.60
59	10,890.63	461.47	10429.16	266453.44
60	10,890.63	444.09	10446.54	256006.90
61	10,890.63	426.68	10463.95	245542.95
62	10,890.63	409.24	10481.39	235061.55
63	10,890.63	391.77	10498.86	224562.69
64	10,890.63	374.27	10516.36	214046.34
65	10,890.63	356.74	10533.89	203512.45
66	10,890.63	339.19	10551.44	192961.01
67	10,890.63	321.60	10569.03	182391.98
68	10,890.63	303.99	10586.64	171805.33
69	10,890.63	286.34	10604.29	161201.05
70	10,890.63	268.67	10621.96	150579.09
71	10,890.63	250.97	10639.66	139939.42
72	10,890.63	233.23	10657.40	129282.02
73	10,890.63	215.47	10675.16	118606.86
74	10,890.63	197.68	10692.95	107913.91
75	10,890.63	179.86	10710.77	97203.14

76	10,890.63	162.01	10728.62	86474.51
77	10,890.63	144.12	10746.51	75728.01
78	10,890.63	126.21	10764.42	64963.59
79	10,890.63	108.27	10782.36	54181.23
80	10,890.63	90.30	10800.33	43380.91
81	10,890.63	72.30	10818.33	32562.58
82	10,890.63	54.27	10836.36	21726.22
83	10,890.63	36.21	10854.42	10871.80
84	10,890.63	18.12	10871.80	0.00

CITY OF MONTEBELLO
City COUNCIL AGENDA STAFF REPORT

To: Honorable Mayor and Members of the City Council

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

Subject: Preferential Parking District on the 600 Block of 21st Street from Lincoln Avenue to Victoria Avenue.

DATE: June 27, 2018

RECOMMENDATION

It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on the 600 block of 21st Street from Lincoln Avenue to Victoria Avenue, as recommended by the Traffic and Safety Commission.

BACKGROUND

Residents of 21st Street submitted a petition requesting permit parking along both sides of 21st Street from Lincoln Avenue to Victoria Avenue. The petition contained the requisite amount of signatures to qualify for consideration under the City's Preferential Parking Guidelines/Program.

Residents informed the City that there are no parking spaces available for residents who live on the 600 block of 21st Street due to overflow parking from nearby apartments on Victoria Avenue. Residents desire a preferential parking district to enable them the opportunity to utilize on-street parking near their homes between the hours of 6:00 AM and 6:00 PM (7 days a week).

ANALYSIS

Montebello Municipal Code (MMC) Section 10.36 provides for the establishment of preferential parking districts by the City Council for locations experiencing inadequate or impaired on-street parking. A request for the designation of a preferential parking district may be initiated by a petition signed by affected residents along the area proposed for designation. (MMC 10.36.030.) Once achieved, the Traffic and Safety Commission must provide a written recommendation to the City Council whereby a preferential parking district may be created by the adoption of a resolution. (*Ibid.*).

In determining whether an area is eligible for designation as a preferential parking district, the Commission or City Council must consider a variety of factors including: (1) the extent to which affected residents desire and need permit parking; (2) the extent to which legal on-street parking spaces are available for use by residents; (3) the extent to which motor vehicles registered to persons residing in the area cannot be accommodated by the number of available off-street parking spaces; (4) the size and configuration of the area as it relates to the problems enforcing parking and traffic regulations and the potential impact of parking and traffic congestion, on this and adjacent areas, as a result of the establishment of such district; (5) whether other regularity measures would better solve the problem (e.g. parking restrictions and strict enforcement of such restrictions); and (6) the area to be designated shall include a minimum of one block, both sides. (MMC10.36.20(B).)

On March 7, 2018 the Traffic and Safety Commission ("Commission") brought the petition submitted by the residents on the 600 block of 21st Street for hearing. Residents stated that on-street parking in front of their homes has been monopolized by vehicles associated with nearby apartments. After hearing public testimony, the Commission concluded that the parking issue could be resolved through the designation of a preferential parking district. The Commission voted unanimously to recommend to the City Council the establishment of a preferential parking district on 21st Street from Lincoln Avenue to Victoria Avenue.

Map of Proposed Preferential Parking District



FISCAL IMPACT

Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. Currently, there is no permit fee. A potential permit fee will be evaluated during the upcoming User Fee Study. No additional General Fund appropriation is needed.

SUMMARY

The City Council will consider approval of a resolution designating a preferential parking district on 21st Street from Lincoln Avenue to Victoria Avenue, as recommended by the Traffic and Safety Commission and as requested by a petition of nearby residents. The petition contained the sufficient number of resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program. Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operation Budget includes funds for traffic signage and maintenance and no additional General Fund appropriation is required to implement the preferential parking district.

ATTACHMENT

Resolution

RESOLUTION # _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO DESIGNATING A PREFERENTIAL PARKING
DISTRICT ON THE 600 BLOCK OF 21ST STREET BETWEEN
LINCOLN AVENUE AND VICTORIA AVENUE**

WHEREAS, Montebello Municipal Code (“MMC”), Chapter 10.36, “Preferential Parking Districts,” authorizes and sets for the procedures for establishing preferential parking district in the City of Montebello to address location experiencing insufficient or impaired on-street parking;

WHEREAS, upon receipt of a qualifying petition requesting the designation of a preferential parking district, the Traffic and Safety Commission (“Commission”) must hold a public meeting for the purpose of receiving public comments on the district (MMC 10.36.030(B));

WHEREAS, at the conclusion of the public meeting, the Commission must provide a written recommendation to the City Council, based on the record of such public meeting or meetings and the surveys and studies performed, whether to designate the area consideration as a preferential parking district (MMC 10.36.030(D));

WHEREAS, upon recommendation of the Commission, the City Council must consider the request and may, at its discretion, designate by resolution a certain area as a preferential parking district and authorize the Commission to establish parking restrictions for the district (MMC 10.36.010));

WHEREAS, Montebello Municipal Code section 10.36.020(B) sets forth factors which the Commission and City Council must consider in determining whether to designate a particular area as a preferential parking district;

WHEREAS, On March 7, 2017 the Commission held a public meeting to consider a qualifying petition signed by residents seeking the establishment of a preferential parking district along 600 Block of 21ST Street between Lincoln Avenue and Victoria Avenue, in the City of Montebello.

WHEREAS, at the public meeting, residents indicated that on-street parking in front of their private residences has been monopolized by vehicles associated with nearby residences and apartments;

WHEREAS, after considering the public testimony, the Commission voted unanimously to recommend to the City Council that a preferential parking district be

established along the 600 Block of 21st Street between Lincoln Avenue and Victoria Avenue ("Recommended District"); and

WHEREAS, the City Council may, in its discretion, adopt the Commission's recommendation and designated the Recommended District as a preferential parking district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AS FOLLOWS:

SECTION 1. The City Council, after consideration of staff presentation, reports, discussion, oral testimony, and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporated them herein.

SECTION 2. The City Council finds and declares that parking conditions existing along 21st Street from, Lincoln Avenue to Victoria Avenue satisfy the criteria for designating such area as a preferential parking district, as such criteria is set forth in Montebello Municipal Code 10.36020(B). Residents' testimony established that legal on-street parking availability has been monopolized by vehicles associated with nearby residences and apartments and that residents on 21st Street are being impacted and cannot find on-street parking in front of their homes. The establishment of a preferential parking district will improve parking and traffic conditions along the affected portion of 21st Street and the immediately surrounding areas by ensuring nearby residents have access to adequate legal on-street parking in the proximity of their residence.

Section 3. The City Council hereby declares 600 Block of 21st Street to be a preferential parking district (the "District") pursuant to Montebello Municipal Code section 10.36 *et seq.*

Section 4. The Traffic and Safety Commission is hereby authorized to establish parking restrictions for the District.

Section 5. The Director of Public Works shall cause appropriate signs to be erected in the District as required by Montebello Municipal Code section 10.36.040.

Section 6. The City Clerk shall certify to the passage of this resolution which shall become effective upon adoption.

APPROVED AND ADOPTED this 27th day of June, 2018.

Vanessa Delgado, Mayor

ATTEST:

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: Andrew G. Pasmant, Acting City Manager

BY: Brad Keller, Chief of Police

SUBJECT: Request to approve the continued Agreement with the Los Angeles County Sheriff's Department for Helicopter Services (Agreement No. 78390 / 3095).

DATE: June 27, 2018

RECOMMENDATION

It is recommended that the City Council approve the Fourth Amendment to the Helicopter Law Enforcement Services Agreement between the Los Angeles County Sheriff's Department and the City of Montebello – Agreement No. 78390 / 3095.

BACKGROUND

On June 30, 2015 the Montebello Police Department ended its contract with the El Monte Police Department for Air Support Services. The decision to end the agreement with the El Monte Police Department was due to the cost for services increasing from \$40,000.00 per year to approximately \$120,000.00 per year. The increase is cost prohibitive.

On July 7, 2015 the Montebello Police Department entered into an agreement with the Los Angeles County Sheriff's Department (LASD)- Aero Bureau for the performance of as-needed, non-emergent, non-life threatening and non-mutual aid helicopter services – agreement 78390 / 3095.

The Sheriff's Department does not charge the City of Montebello for incidents that are inherently life-threatening. Such incidents include:

- a. 187 - Murder
- b. 664 / 187- attempt murder
- c. 207 - Kidnapping
- d. 211- Robbery

- e. 245 - Assault with a deadly weapon
- f. 246 - Shooting at an inhabited dwelling
- g. 261 - Rape
- h. 417 - Person with a weapon
- i. 451 - Arson
- j. 10-34 / 998 /999 - Officer needs assistance
- k. Foot pursuit / vehicle pursuit
- l. When a situation exists (not listed) that is life-threatening to a citizen or police officer – the person making the request must be able to articulate why there was a threat to life.

Requests for ***non-life threatening*** situations (roof checks, extra patrols, etc.), are approved by the on-duty Watch Commander. Once the request is approved, Montebello Police Communications Personnel notify LASD Aero Bureau of the request.

Non-life threatening incidents are billed to the City at a predetermined hourly rate and are therefore given careful consideration. For fiscal year 2018-2019 the hourly rate for non-emergency helicopter services will be \$1,374.37 an hour.

ANALYSIS

1. Maintaining our own helicopter bureau is cost prohibitive and would require the purchase of our own helicopter and training our staff to become pilots.
2. The partnership with the El Monte Police Department ended on June 30, 2015, due to the cost increasing from \$40,000.00 a year to an estimated \$120,000.00 a year.
3. Pursuant to the agreement with the El Monte Police Department, the City would send a full-time police officer which would be detrimental to our deployment of field personnel.
4. The only other Law Enforcement Air Support unit operating locally is the **Foothill Air Support Team**, otherwise known as FAST, which is made up of ten partner cities: the City of Alhambra, Arcadia, Covina, Glendora, Irwindale, Monrovia, Pasadena, San Marino, Sierra Madre, South Pasadena, and Pomona. In order to participate in this partnership, ***each agency agrees to provide a qualified and motivated police officer to perform the role of Tactical Flight Officer (TFO).*** It is important to consider that FAST primarily provides service to communities along the Foothill Mountains – which would significantly delay a response to the City of Montebello.

5. The City of Montebello is geographically surrounded by communities policed by the Los Angeles County Sheriff's Department (**LASD Temple Station to the North, LASD Pico Riviera Station to the East and LASD East Los Angeles Station to the West and South**). This affords our residents continuous Air Support resources - as LASD helicopters patrol their contract cities on a routinely basis and provides our community with a constant force multiplier.

FISCAL IMPACTS

Currently the budget for Air Support services is \$10,000.00. The Los Angeles County Sheriff's Department does not charge for their response and assistance to in-progress crimes. Invoices are only created when a request is made for non-emergent air support services.

SUMMARY

1. The City of Montebello entered into an agreement with the Los Angeles County Sheriff's Department for non-emergent Air Support services on July 7, 2015.
2. The contract has been amended on three occasions to adjust for hourly rate changes which occur due to the costs associated with flying and maintaining a helicopter.
3. It is cost prohibitive to sustain our own helicopter program.
4. For fiscal year 2017-2018, the total amount paid for non-emergent air support services was **\$5,316.34** which is consistent with the previous three years where the City has contracted with LASD. This amount is a fraction of what was paid to the El Monte Police Department.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Tom Barrio, Director of Transportation
SUBJECT: TransTrack End User License Agreement Renewal FY 2017-2018
DATE: June 27, 2018

RECOMMENDATION

That the City Council approve the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2017-2018.

BACKGROUND/ANALYSIS

TransTrack Systems is a database program that centralizes the information that is integral to analyzing and reporting MBL's operational performance. TransTrack is a web-enabled application that allows MBL to access performance statics from a common database. This system provides all information for internal and external reporting and consolidates information for management to make strategic decisions.

TransTrack is a web-based application in which continued use of the system requires an annual end user renewal. The fee for the renewal is \$22,495.20.

FISCAL IMPACTS

The costs for TransTrack services are budgeted in the FY 2017/18 budget.

SUMMARY

The City Council will consider approving the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2017-2018.

ATTACHMENT

Agreement



5265 Rockwell Drive, NE
Cedar Rapids, IA 52402
Telephone Number (319) 743-4585
Web Address: www.transtrack.net

April 12, 2018

Thomas Barrio
Montebello Bus Lines
400 S Taylor Ave
Montebello CA 90640

**Subject: Renewal of End User License Maintenance & Support Agreement
Amendment 017**

Dear Mr. Barrio,

The Montebello Bus Lines has the opportunity to renew the End User License ("License") Agreement with TransTrack Systems®, Inc. with the payment for Fiscal Year 2019 Maintenance and Support.

In accordance with Article IV Section 6 of the current End User License, upon notice prior to the expiration of the current term of the License accompanied with payment for a renewal, Montebello Bus Lines will be able to continue to use the proprietary Software, TransTrack Manager®.

Exhibit F of the License provides the range of fees which may be charged by TransTrack for a renewal of the Maintenance and Support portion of the License. The fee for renewal is **\$22,495.20** for the level of support specified in your License, as amended herein. Any services requested other than those set forth in the description of Maintenance and Support will be subject to an additional fee.

Once this letter is fully executed by both TransTrack Systems®, Inc. and an authorized representative of Montebello Bus Lines, and TransTrack has received the **\$22,495.20** it will serve to renew the End User License for the Fiscal Year 2019 term, subject to all other terms and conditions of the End User License remaining the same.

This letter shall also amend Exhibit F to the License by adding the following sentence:
"Annual Maintenance and Support Fee for 7/1/2018 to 6/30/2019 : **\$22,495.20**



All other terms and conditions of the License shall remain in full force and effect.

AGREED AND ACCEPTED

TransTrack Systems[®], Inc.

Dave Jackson
General Manager

Date: _____

AGREED AND ACCEPTED

Montebello Bus Lines

Date: _____



CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Tom Barrio, Director of Transportation
BY: Teresa Chen, Deputy City Attorney
SUBJECT: Amendment to the Dial-A-Ride Contract
DATE: June 27, 2018

RECOMMENDATION

Adopt the attached First Amendment to the Agreement with Fiesta Taxi to continue Dial-A-Ride services.

DISCUSSION

At the City Council meeting on May 29, 2013, the City Council awarded a contract (the "Agreement") to Fiesta Taxi, Inc. (the "Contractor") to provide transportation services for the City of Montebello's Dial-A-Taxi Program. An amendment is appropriate to memorialize changes that the Contractor and City Staff have discussed, including:

1. Extension of the Agreement Term. The Agreement term is for three years starting September 25, 2013, with three one-year options to renew. The Contractor is willing and able to provide services through 2019. Staff recommends that the City exercise the final one-year option to renew, so that the term ends on September 24, 2019.
2. Increase in Compensation. The Agreement's maximum compensation amount for the term of the Agreement is \$350,658 each year. The Contractor has informed Staff that continuity of services will require an additional \$80,000. Staff recommends that the amendment increase compensation to cover the cost of services to the Dial-A-Taxi Program.
3. List of Satellite Points. Staff has requested, and the Contractor has provided, a list of Satellite Points to incorporate into the Agreement. The satellite points are locations within the service area from which the Contractor may provide transportation.

FISCAL IMPACT

Approval of the First Amendment will allocate an additional \$80,000 for the Fiesta Taxi's continuance of services to the City's Dial-A-Taxi Program.

SUMMARY

With the approval of the proposed First Amendment, the City's Agreement with Fiesta Taxi will be revised to accurately reflect changes in compensation, extension of the Agreement's expiration date, and changes to the rate schedule in Exhibit "A" of the Agreement, as well as the addition of a list of potential satellite points.

ATTACHMENTS

First Amendment to Agreement No. 2856, including Exhibit "A-1"

**FIRST AMENDMENT TO CONTRACT AGREEMENT NO. 2856
DIAL-A-TAXI PROGRAM**

This First Amendment to Agreement No. 2856 for the Dial-A-Taxi Program (“**First Amendment**”) is made and entered into as of ____ day of _____, 2018, (“Effective Date”) by the City of Montebello, a municipal corporation duly organized and existing under the law of the State of California, (“**Agency**”) and Fiesta Taxi, Inc., a corporation duly organized and existing under the law of the State of California, (“**Contractor**”). Agency and Contractor are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Agency and Contractor are Parties to that certain Contract Agreement No. 2856 for Dial-A-Taxi Program, dated on or about September 25, 2013 (“Agreement”), pursuant to which Contractor provides services for the Agency’s Dial-A-Taxi Program as defined in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement, as authorized by Article XX of the Agreement, for the purposes of reflecting new compensation terms, clarifying the scope of services, and extending the term of the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

SECTION 1. Amendment to Article III Compensation.

The maximum compensation identified in Section III of the Agreement as three hundred and fifty thousand six hundred fifty-eight dollars (\$350,658) is hereby increased by eighty thousand dollars (\$80,000). The maximum compensation pursuant to this First Amendment is, therefore, four hundred thirty thousand six hundred fifty-eight dollars (\$430,658).

SECTION 2. Extension of the Term.

The term of the Agreement is hereby extended to September 24, 2019, as authorized by Article XXI of the Agreement.

SECTION 3. Satellite Points.

RFP No. 13-07, which is part of the Agreement pursuant to Article I of the same, included a Service Area Map showing the Contractor’s service area covered by the Agreement. The Parties now add the attached Satellite Points (**Exhibit “A-1”**) to indicate locations within the Service Area where the Contractor may operate satellite points to improve transportation services.

SECTION 4. Price Sheet.

The “MJM Per Transaction Cost” on the Price Sheet attached as Exhibit “A” to the Agreement is increased from \$0.50 per transaction to \$1.00 per transaction. This change does not affect the compensation owed to the Contractor, but rather, reflects the Contractor’s increase in the amount the Contractor will charge taxi service users.

SECTION 5. Terms and Conditions of the Agreement.

Other than as expressly set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect and shall apply to this First Amendment. If there is a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control to the extent of such conflict.

SECTION 6. Counterparts.

This First Amendment may be executed in counterparts all of which shall constitute but one original, and the same agreement.

IN WITNESS WHEREOF, the Parties execute this First Amendment to Agreement No. 2856 for Dial-A-Taxi Program, to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO

By: _____
Andrew G. Pasmant, Acting City Manager

Date: _____

ATTEST:

Irma Bernal-Barajas, City Clerk

FIESTA TAXI, INC., a California corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

June 27, 2018

TO: Honorable Mayor and City Council
FROM: Craig A. Koehler, Finance Administrator
SUBJECT: Monthly Investment Reports-May 2018

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of May 31, 2018. This report is in compliance with the City's Investment policy. Government Code Section 53646b(3) requires that the City Treasurer or Chief Fiscal Officer of the City report to its legislative body the City's ability to meet its expenditure requirements for the next six months. We estimate that the City will have sufficient liquidity and revenue to meet its expenditure requirements during the next six months.

wbq
Att:

ITEM# 30

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
May 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.70	365	349	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	2.14	365	231	1.803	1.828
Local Agency Investment Funds	29,999,963.17	29,999,963.17	29,999,963.17	84.08	1	1	1.775	1.800
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	13.08	1	1	1.568	1.590
Investments	35,679,664.93	35,679,664.93	35,679,664.93	100.00%	11	8	1.750	1.775

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	45,905.94	283,786.91
Average Daily Balance	32,189,664.93	22,685,816.06
Effective Rate of Return	1.68%	1.36%

Reporting period 05/01/2018-05/31/2018

Run Date: 06/16/2018 - 16:13

Portfolio GEN
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
May 31, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
22	22	EAST WEST BANK		05/16/2018	250,000.00	250,000.00	250,000.00	2.000		2.000	349	05/16/2019
Subtotal and Average			241,935.48		250,000.00	250,000.00	250,000.00			2.000	349	
Certificates of Deposit - CU												
21	21	F&A FEDERAL CREDIT UNION		04/27/2018	263,964.90	263,964.90	263,964.90	2.100		2.100	330	04/27/2019
SYS19	SYS19	UNITED FEDERAL CREDIT UNION		07/25/2017	250,000.00	250,000.00	250,000.00	1.350		1.350	54	07/25/2018
20	20	ST. VINCENT'S MEDICAL FCU		04/02/2018	249,000.00	249,000.00	249,000.00	2.020		2.020	305	04/02/2019
Subtotal and Average			762,964.90		762,964.90	762,964.90	762,964.90			1.828	231	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			29,999,963.17	29,999,963.17	29,999,963.17	1.800		1.800	1	
Subtotal and Average			26,518,027.69		29,999,963.17	29,999,963.17	29,999,963.17			1.800	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	1.590		1.590	1	
Subtotal and Average			4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			1.590	1	
Total and Average			32,189,664.93		35,679,664.93	35,679,664.93	35,679,664.93			1.775	8	

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
May 1, 2018 through May 31, 2018

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - Bank								
SYS18	18	EAST WEST BANK		0.910	05/15/2018	0.00	250,000.00	
22	22	EAST WEST BANK		2.000	05/16/2018	250,000.00	0.00	
		Subtotal	250,000.00			250,000.00	250,000.00	250,000.00
Certificates of Deposit - CU								
		Subtotal	762,964.90					762,964.90
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.800		3,855,000.00	0.00	
		Subtotal	26,144,963.17			3,855,000.00	0.00	29,999,963.17
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		1.590		7,305.78	7,305.78	
		Subtotal	4,666,736.86			7,305.78	7,305.78	4,666,736.86
		Total	31,824,664.93			4,112,305.78	257,305.78	35,679,664.93

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
May 2017 through May 2018

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
May	2017	8	31,721,112.97	0.937	0.950	0.940	2	1	13	9
June	2017	7	31,721,113.39	0.993	1.007	1.010	0	0	13	8
July	2017	8	24,773,276.17	1.052	1.066	1.080	1	1	16	13
August	2017	7	20,773,276.60	1.042	1.056	1.070	0	0	19	13
September	2017	7	18,773,277.02	1.075	1.090	1.120	0	0	21	13
October	2017	7	14,822,784.70	1.091	1.106	1.160	0	0	26	14
November	2017	7	11,622,785.12	1.092	1.107	1.190	0	0	33	15
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
April	2018	9	31,824,664.93	1.674	1.697	1.720	2	2	13	7
May	2018	8	35,679,664.93	1.750	1.775	1.800	1	1	11	8
Average		7	24,875,272.02	1.248%	1.265%	1.291	0	0	18	9

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
May 2017 through May 2018

Page 1

Security Type	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	Average by Period
Certificates of Deposit - Bank	0.8	0.8	1.0	1.2	1.3	1.7	2.2	1.3	1.0	0.9	0.9	0.8	0.7	1.1%
Certificates of Deposit - CU	2.4	2.4	3.1	3.7	4.0	5.1	6.5	3.9	2.9	2.6	2.8	2.4	2.1	3.4%
Local Agency Investment Funds	82.1	82.1	77.1	72.7	69.8	61.7	51.2	71.1	78.3	80.5	78.8	82.2	84.1	74.7%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	14.7	14.7	18.8	22.5	24.9	31.5	40.2	23.8	17.9	16.0	17.5	14.7	13.1	20.8%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
May 31, 2018

Page 1

	May 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,362.25	10,927.23
Plus Accrued Interest at End of Period	824.49	789.22
Less Accrued Interest at Beginning of Period	(695.67)	(5.58)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,491.07	11,710.87
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,491.07	11,710.87
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	7,305.78	254,733.29
Plus Accrued Interest at End of Period	73,158.91	73,158.91
Less Accrued Interest at Beginning of Period	(36,049.82)	(55,816.16)
Interest Earned during Period	44,414.87	272,076.04
Total Interest Earned during Period	45,905.94	283,786.91
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	45,905.94	283,786.91

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
May-18

GENERAL FUND

LOCAL AGENCY INVESTMENT FUNDS
STATE OF CALIFORNIA

FEDERAL AGENCY ISSUES

FAI
FAI
FAI

CERTIFICATE OF DEPOSITS (CDs)

CD
F&A FCU (4/27/18-4/27/19) @ 2.10%
East West Bank (5/16/18-5/16/19) @ 2.00%
East West Bank (5/15/17-5/15/18) @ 0.91%
United Federal Credit Union (7/25/17-7/25/18) @ 1.35%
St. Vincent's Medical FCU (4/2/18-4/2/19) @ 2.05%

CREDIT UNION SAVINGS ACCOUNTS

F&A FCU Savings (opened 4/28/14)
Savings

TREASURY SECURITIES

T-Bill
T-Bill
T-Bill

MONEY MARKET FUNDS

Pacific Premier Bank*Plaza Bank (opened 5/30/17)
MMF

TOTAL GENERAL INVESTMENTS

*11/1/17 - Plaza Bank officially became part of Pacific Premier Bank

	4/30/18	5/15/18	5/16/18	5/29/18	BALANCE		MAX %
	26,144,963.17	0.00	0.00	3,855,000.00	29,999,963.17	84.08%	\$30M
SUBTOTAL	26,144,963.17	0.00	0.00	3,855,000.00	29,999,963.17	84.08%	
	0.00	0.00	0.00	0.00	0.00	0.00%	
	0.00	0.00	0.00	0.00	0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
	0.00	0.00	0.00	0.00	0.00	0.00%	
	263,964.90	0.00	250,000.00	0.00	263,964.90	0.74%	
	0.00	(250,000.00)	0.00	0.00	250,000.00	0.70%	
	250,000.00	0.00	0.00	0.00	250,000.00	0.70%	
SUBTOTAL	249,000.00	0.00	250,000.00	0.00	249,000.00	0.70%	
	1,012,964.90	(250,000.00)	250,000.00	0.00	1,012,964.90	2.84%	None
SUBTOTAL	5.38	0.00	0.00	0.00	5.38	0.00%	
	0.00	0.00	0.00	0.00	0.00	0.00%	
SUBTOTAL	5.38	0.00	0.00	0.00	5.38	0.00%	None
	0.00	0.00	0.00	0.00	0.00	0.00%	
	0.00	0.00	0.00	0.00	0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
	4,666,731.48	0.00	0.00	0.00	4,666,731.48	13.08%	
SUBTOTAL	4,666,731.48	0.00	0.00	0.00	4,666,731.48	13.08%	25.00%
	31,824,664.93	(250,000.00)	250,000.00	3,855,000.00	35,679,664.93	100.00%	

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Mar-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$29,147,931.61	
3/15/18	(\$2,400,000.00)	LAIF Withdrawal; Warrants
3/30/18	\$0.43	Savings Account Interest
Ending Balance:	<u>\$26,747,932.04</u>	(\$2,399,999.57) Monthly Difference

	Apr-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$26,747,932.04	
4/13/18	\$72,946.90	LAIF Investment Interest
4/24/18	\$5,000,000.00	LAIF Deposit; Property Tax/Sales Tax
4/27/18	(259,164.44)	CD Maturity
4/27/18	\$263,964.90	CD Rollover
4/27/18	(\$1,014.85)	Transfer Savings to CD
4/30/18	\$0.38	Savings Account Interest
Ending Balance:	<u>\$31,824,664.93</u>	\$5,076,732.89 Monthly Difference

	May-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$31,824,664.93	
5/29/18	\$3,855,000.00	LAIF Deposit; Property Tax
Ending Balance:	<u>\$35,679,664.93</u>	\$3,855,000.00 Monthly Difference

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

June 03, 2018

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

May 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
5/29/2018	5/24/2018	RD			3,855,000.00

Account Summary

Total Deposit:	3,855,000.00	Beginning Balance:	26,144,963.17
Total Withdrawal:	0.00	Ending Balance:	29,999,963.17

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
May 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	3,404,080.30	3,404,080.30	3,404,080.30	100.00	1	1	1.775	1.800
Investments	3,404,080.30	3,404,080.30	3,404,080.30	100.00%	1	1	1.775	1.800

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	4,980.21	44,968.34
Average Daily Balance	3,404,080.30	3,803,823.61
Effective Rate of Return	1.72%	1.29%

..

Reporting period 05/01/2018-05/31/2018

Run Date: 06/16/2018 - 16:00

Portfolio SA
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
May 31, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			3,404,080.30	3,404,080.30	3,404,080.30	1.800		1.800	1	
		Subtotal and Average	3,404,080.30		3,404,080.30	3,404,080.30	3,404,080.30			1.800	1	
		Total and Average	3,404,080.30		3,404,080.30	3,404,080.30	3,404,080.30			1.800	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
May 1, 2018 through May 31, 2018

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	3,404,080.30					3,404,080.30
		Total	3,404,080.30			0.00	0.00	3,404,080.30

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
May 2017 through May 2018

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
May	2017	1	2,857,878.27	0.927	0.940	0.940	0	0	1	1
June	2017	1	7,357,878.27	0.996	1.010	1.010	0	0	1	1
July	2017	1	7,368,507.15	1.065	1.080	1.080	0	0	1	1
August	2017	1	3,168,507.15	1.075	1.090	1.090	0	0	1	1
September	2017	1	3,168,507.15	1.105	1.120	1.120	0	0	1	1
October	2017	1	3,183,756.04	1.105	1.120	1.120	0	0	1	1
November	2017	1	3,183,756.04	1.174	1.190	1.190	0	0	1	1
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
April	2018	1	3,404,080.30	1.696	1.720	1.720	0	0	1	1
May	2018	1	3,404,080.30	1.775	1.800	1.800	0	0	1	1
Average		1	3,789,232.57	1.272%	1.289%	1.289	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
May 2017 through May 2018

Page 1

Security Type	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
May 31, 2018

Page 1

	May 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	46,202.03
Plus Accrued Interest at End of Period	9,441.60	9,441.60
Less Accrued Interest at Beginning of Period	(4,461.39)	(10,675.29)
Interest Earned during Period	4,980.21	44,968.34
Total Interest Earned during Period	4,980.21	44,968.34
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	4,980.21	44,968.34

Successor Agencies of the City of Montebello
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
May-18

Successor Agencies of the City of Montebello		4/30/18						BALANCE		
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA		3,404,080.30						3,404,080.30	100.00%	\$30M
	SUBTOTAL	3,404,080.30	0.00	0.00	0.00	0.00	0.00	3,404,080.30	100.00%	
FEDERAL AGENCY ISSUES										
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS										
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES										
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND										
MMF		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		3,404,080.30	0.00	0.00	0.00	0.00	0.00	3,404,080.30	100.00%	

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Mar-18 Monthly	
Beginning Balance	<u>\$3,393,105.56</u>	
Ending Balance:	<u><u>\$3,393,105.56</u></u>	\$0.00 Monthly Difference

	Apr-18 Monthly	
Beginning Balance	<u>\$3,393,105.56</u>	
4/13/18	\$10,974.74	LAIF Investment Interest
Ending Balance:	<u><u>\$3,404,080.30</u></u>	\$10,974.74 Monthly Difference

	May-18 Monthly	
Beginning Balance	<u>\$3,404,080.30</u>	
Ending Balance:	<u><u>\$3,404,080.30</u></u>	\$0.00 Monthly Difference

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

June 03, 2018

S/A CITY OF MONTEBELLO FOR MONTEBELLO
REDEVELOPMENT AGENCY
DIRECTOR OF FINANCE
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

May 2018 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	3,404,080.30
Total Withdrawal:	0.00	Ending Balance:	3,404,080.30

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF MAY 31, 2018**

BANK OF THE WEST

	Account Number	Account Name	5/31/18	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,315,452.50	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$562,748.40	S	Checking Account
3	XXXX-71041	City of Montebello	\$352,746.34	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$11,846.86	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$7,999,505.50	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$111,357.02	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,197,349.21	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$889,471.24	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$399,120.95	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$12,886,153.65</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	5/31/18	Type	Purpose
1	XX-XX-551	General	\$29,999,963.17	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$3,404,080.30	S	Invest Idle Cash
			<u>\$33,404,043.47</u>		

EAST WEST BANK

	Account Number	Account Name	5/31/18	Type	Purpose
1	CD	Certificate of Deposit (5/15/17 - 5/15/18)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	5/31/18	Type	Purpose
1	XXXX30	Savings Account	\$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/18 - 4/27/19)	\$263,964.90	G	Investment
			<u>\$263,970.28</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	5/31/18	Type	Purpose
1	CD	Certificate of Deposit (4/2/18 - 4/2/19)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	5/31/18	Type	Purpose
1	CD	Certificate of Deposit (7/25/17 - 7/25/18)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	5/31/18	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment
			<u>\$4,666,731.48</u>		

FIRST MERCANTILE TRUST

	Account Number	Account Name	5/31/18	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.99	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,395.17	M	401 a(h) employee benefit
			<u>\$13,408.16</u>		

Total General Cash/Investments	\$44,189,829.42	G	General
Total SA Cash/Investments	\$5,282,281.20	S	Successor Agencies
Total T&A Cash/Investments	\$2,497,788.26	T	Trust & Agency
Total Trustee Cash	\$13,408.16	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$51,983,307.04</u>		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: June 27, 2018
TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Danilo Batson, Assistant City Manager / Director of Public Works
SUBJECT: Claims Against The City

The following claim(s) fall under the City's Self-Insurance liability program and have been placed on the agenda for denial:

1. G. Ortega v. City of Montebello

Claimant was crossing an intersection on Beverly Boulevard and Concourse Avenue when he collided into a vehicle. Claimant was taken by the ambulance to USMC Hospital where he recovered, but suffered brain damage and a fractured femur. His attorney alleges the intersection was poorly designed and has no street lights, and the city has not taken any action to address the safety issues. Based upon further police investigation, liability appears to be questionable. The claimant saw the approaching vehicle and still assumed the risk.

Amount claimed: \$25,000.00

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. 1448, consisting of six pages, and
including**

Warrant No. 578460 through 578676;

Warrant No. 1398;

**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 27th DAY OF JUNE, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

Payment Register

From Payment Date: 6/14/2018 - To Payment Date: 6/20/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
578460	06/14/2018	ACTION DOOR CONTROLS, INC.	\$957.04
578461	06/14/2018	ADLERHORST INTERNATIONAL, INC.	\$133.61
578462	06/14/2018	AT&T	\$4,346.80
578463	06/14/2018	BANKCARD CENTER	\$13,351.03
578464	06/14/2018	CALIFORNIA WATER SERVICE COMPANY	\$189.61
578465	06/14/2018	CASAS, MARIA E	\$837.60
578466	06/14/2018	CHARTER COMMUNICATIONS	\$599.00
578467	06/14/2018	CHARTER COMMUNICATIONS	\$599.00
578468	06/14/2018	CHARTER COMMUNICATIONS	\$599.00
578469	06/14/2018	CINTAS CORPORATION	\$418.74
578470	06/14/2018	DEPARTMENT OF PUBLIC HEALTH	\$584.00
578471	06/14/2018	DEPARTMENT OF PUBLIC HEALTH	\$584.00
578472	06/14/2018	DEPARTMENT OF PUBLIC HEALTH	\$584.00
578473	06/14/2018	DISCOVERY BENEFITS	\$50.00
578474	06/14/2018	DODGE DATA AND ANALYTICS LLC	\$802.50
578475	06/14/2018	E.M. OIL TRANSPORT INC.	\$1,092.50
578476	06/14/2018	EWING IRRIGATION PRODUCTS	\$368.36
578477	06/14/2018	FEDERAL EXPRESS CORPORATION	\$61.58
578478	06/14/2018	FOCUS MEDICAL IMAGING, INC.	\$18.95
578479	06/14/2018	IRRI-CARE PLUMBING AND BACKFLOW TESTING	\$265.18
578480	06/14/2018	LIFE-ASSIST, INC.	\$4,263.03
578481	06/14/2018	LM SYSTEMS	\$295.00
578482	06/14/2018	LOS ANGELES COUNTY SUPERIOR COURT	\$17,564.00
578483	06/14/2018	MARTINEZ CONSULTING SERVICE LLC	\$3,350.00
578484	06/14/2018	MISSION COMMUNICATIONS, LLC	\$563.40
578485	06/14/2018	MISSION LINEN SUPPLY	\$396.62
578486	06/14/2018	MUNITEMPS	\$7,943.25
578487	06/14/2018	NORTHERN TOOL & EQUIPMENT CO.	\$319.92
578488	06/14/2018	PASMANT, ANDREW	\$8,190.00
578489	06/14/2018	PRUDENTIAL OVERALL SUPPLY	\$400.15
578490	06/14/2018	SAWYER PETROLEUM	\$31,067.03
578491	06/14/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	\$7,950.28
578492	06/14/2018	SOUTHERN CALIFORNIA EDISON	\$65,164.52
578493	06/14/2018	SUEZ WTS SERVICES USA, INC.	\$600.06
578494	06/14/2018	T-MOBILE USA, INC.	\$2,358.61
578495	06/14/2018	UNITED STATES POSTMASTER	\$1,020.00
578496	06/14/2018	VERIZON WIRELESS	\$3,943.21
578497	06/14/2018	WEST-LITE SUPPLY CO., INC.	\$177.39
578498	06/14/2018	WON-DOOR CORPORATION	\$557.00
578499	06/18/2018	BATSON, DANILO, R	\$564.64
578500	06/18/2018	CALIFORNIA STATE BOARD EQUALIZATION	\$8.17

Payment Register

From Payment Date: 6/14/2018 - To Payment Date: 6/20/2018

Number	Date	Payee Name	Transaction Amount
578501	06/18/2018	CALIFORNIA STATE BOARD EQUALIZATION	\$18.79
578502	06/18/2018	PAR WEST TURF SERVICES, INC,	\$335.71
578503	06/18/2018	RICOH AMERICAS CORP.	\$168.52
578504	06/18/2018	UNITED STATES POSTMASTER	\$100.00
578505	06/18/2018	VERIZON WIRELESS	\$978.17
578506	06/18/2018	NEW FLYER AMERICA (USA) INC.	\$1,988,167.89
578507	06/19/2018	MONTEBELLO YOUTH FOOTBALL ASSOCIATION	\$250.00
578508	06/20/2018	AFLAC	\$8,961.84
578509	06/20/2018	APPLE ONE EMPLOYMENT SERVICES	\$4,226.78
578510	06/20/2018	ARROW INTERNATIONAL, INC.	\$1,928.84
578511	06/20/2018	AT&T	\$691.09
578512	06/20/2018	AT&T	\$1,472.88
578513	06/20/2018	AT&T TELECONFERENCE SERVICES	\$22.14
578514	06/20/2018	CALIFORNIA WATER SERVICE COMPANY	\$121.58
578515	06/20/2018	CHARTER COMMUNICATIONS	\$21.09
578516	06/20/2018	DAILY JOURNAL CORPORATION	\$750.80
578517	06/20/2018	E-Z GO DIVISION OF TEXTRON	\$173.09
578518	06/20/2018	GOVERNMENT FINANCE OFFICERS ASSOCIATION	\$85.00
578519	06/20/2018	HOME DEPOT	\$5,132.45
578520	06/20/2018	MISSION LINEN SUPPLY	\$396.62
578521	06/20/2018	NETWORK DEPOSITION SERVICES, INC.	\$204.00
578522	06/20/2018	SAWYER PETROLEUM	\$54,342.85
578523	06/20/2018	SECURITY DESIGN SYSTEMS	\$120.00
578524	06/20/2018	SOUTHERN CALIFORNIA EDISON	\$6,887.88
578525	06/20/2018	SOUTHERN CALIFORNIA GAS CO.	\$4,295.72
578526	06/20/2018	UNITED PARCEL SERVICE	\$13.89
578527	06/20/2018	VERIZON WIRELESS	\$2,014.36
578528	06/20/2018	WATER REPLENISHMENT DISTRICT	\$3,631.56
578529	06/20/2018	A-1 STEEL FENCE CO., INC.	\$4,890.00
578530	06/20/2018	ADORNO YOSS ALVARADO & SMITH	\$2,050.40
578531	06/20/2018	ADVANCED APPLIED ENGINEERING, INC.	\$120,485.20
578532	06/20/2018	ADVANCED BATTERY SYSTEMS, INC.	\$1,138.05
578533	06/20/2018	AMERICAN EMBLEMATIC, LLC	\$584.88
578534	06/20/2018	AMERICAN SOCCER COMPANY, INC.	\$618.37
578535	06/20/2018	ANA LABORATORIES, INC.	\$661.00
578536	06/20/2018	AP CONSTRUCTION, INC.,	\$341,367.79
578537	06/20/2018	ARCHILA, MELISSA	\$100.00
578538	06/20/2018	ASTRO PLUMBING SUPPLY CO.	\$162.96
578539	06/20/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$10,963.05
578540	06/20/2018	ATLANTIC LOCK & SAFE CO.	\$319.02
578541	06/20/2018	AUTOZONE	\$2,129.23
578542	06/20/2018	AVANT GARDE	\$7,690.00
578543	06/20/2018	AZTECA LANDSCAPE	\$1,476.23

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Number	Date	Payee Name	Transaction Amount
578544	06/20/2018	BEE EMERGENCY RESPONSE TEAM	\$190.00
578545	06/20/2018	BENNY'S OIL FILTER RECYCLING	\$395.00
578546	06/20/2018	BEST BUY CHEMICAL & SUPPLY CO.	\$430.14
578547	06/20/2018	BEVERLY HOSPITAL	\$192.60
578548	06/20/2018	BISHOP COMPANY	\$612.55
578549*	06/20/2018	BOARD UP BOYS	\$375.00
578550	06/20/2018	BROADCAST MUSIC, INC	\$694.00
578551	06/20/2018	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT	\$286.00
578552	06/20/2018	CALIFORNIA STATE CONTROLLER'S OFFICE	\$2,546.01
578553	06/20/2018	CHEVROLET OF MONTEBELLO	\$39,365.77
578554	06/20/2018	CINTAS CORPORATION	\$279.16
578555	06/20/2018	CLEAN SWEEP SUPPLY CO. INC	\$2,596.52
578556	06/20/2018	CONTRERAS , ANGELA	\$50.00
578557	06/20/2018	COPP CONTRACTING INC.	\$6,263.91
578558	06/20/2018	COSTCO	\$1,000.00
578559	06/20/2018	CUMMINS PACIFIC, LLC	\$2,319.01
578560	06/20/2018	CURIEL, LEONARDO	\$70.00
578561	06/20/2018	DARKTRACE LIMITED	\$1,500.00
578562	06/20/2018	DAVALOS , SALVADOR	\$250.00
578563	06/20/2018	DEPARTMENT OF MOTOR VEHICLES	\$285.82
578564	06/20/2018	DEWEY PEST CONTROL	\$1,275.00
578565	06/20/2018	DIAZ WINDOW CLEANING SERVICE	\$340.00
578566	06/20/2018	DODGE DATA AND ANALYTICS LLC	\$1,318.75
578567	06/20/2018	DOMINGUEZ , ANTHONY, MARCUS	\$200.00
578568	06/20/2018	E.M. OIL TRANSPORT INC.	\$6,468.80
578569	06/20/2018	EASTMONT PAINT & DECORATING	\$3,930.31
578570	06/20/2018	EDISON LITIGATION TECH ADVISORY SERVICES, LLC	\$8,840.00
578571	06/20/2018	ESAFETY SUPPLIES, INC.	\$717.61
578572	06/20/2018	ESTUPINIAN, RENE	\$132.98
578573	06/20/2018	EWING IRRIGATION PRODUCTS	\$148.30
578574	06/20/2018	EXCEL PAVING COMPANY	\$12,795.83
578575	06/20/2018	FLEET PRIDE, INC.	\$6,799.47
578576	06/20/2018	FLO-SERVICES, INC.	\$9,931.65
578577	06/20/2018	FLORES , JENNIFER	\$140.00
578578	06/20/2018	FOOTHILL COMMUNICATIONS, LLC	\$594.02
578579	06/20/2018	FORD OF MONTEBELLO	\$3,350.06
578580	06/20/2018	FORENSIC NURSE RESPONSE TEAM	\$1,133.00
578581	06/20/2018	GARCIA, ALYSSA	\$250.00
578582	06/20/2018	GARCIA, JESUS	\$250.00
578583	06/20/2018	GENUINE PARTS COMPANY	\$277.09
578584	06/20/2018	GILLIG LLC	\$744.60
578585	06/20/2018	GLENDALE PLUMBING AND FIRE SUPPLY, INC.	\$407.36
578586	06/20/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$120.00

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Number	Date	Payee Name	Transaction Amount
578587	06/20/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	\$615.93
578588	06/20/2018	GOLF SCORECARDS, INC.	\$1,940.00
578589	06/20/2018	GONZALEZ, MAYRA , GOMEZ	\$250.00
578590	06/20/2018	GRAINGER, INC.	\$395.96
578591	06/20/2018	H & H AUTO PARTS WHOLESALE	\$178.20
578592	06/20/2018	HASA , INC.	\$1,595.86
578593	06/20/2018	HD INDUSTRIES	\$2,489.86
578594	06/20/2018	HINDERLITER, DE LLAMAS & ASSOCIAT	\$7,594.52
578595	06/20/2018	IDR ENVIRONMENTAL SERVICES INC	\$12,188.10
578596	06/20/2018	INDUSTRIAL PIPE & STEEL, LLC	\$80.37
578597*	06/20/2018	ISONAS, INC.	\$1,200.00
578598	06/20/2018	IVA SOLUTIONS, INC.	\$816.66
578599	06/20/2018	JAUREGUI, JOSE, CARRILLO	\$140.00
578600	06/20/2018	KEYSTONE UNIFORMS	\$52.91
578601	06/20/2018	LAW OFFICES OF DAVID J. WEISS	\$2,386.34
578602	06/20/2018	LAW OFFICES OF JONES & MAYER	\$2,613.47
578603	06/20/2018	LEAGUE OF CALIFORNIA CITIES	\$1,281.00
578604	06/20/2018	LIFTECH ELEVATOR SERVICES, INC	\$595.00
578605	06/20/2018	LIGHTHOUSE SPORTS CENTER, LLC.	\$3,167.50
578606	06/20/2018	LINCOLN TRAINING CENTER	\$23,031.97
578607	06/20/2018	LINKS	\$190.00
578608	06/20/2018	LOS ALAMITOS AUTO PARTS	\$583.95
578609	06/20/2018	LOS ANGELES FREIGHTLINER, INC.	\$779.30
578610	06/20/2018	LOZA-GOMEZ, ANGELICA	\$2,400.00
578611	06/20/2018	MATRIX CONSULTING GROUP, LTD.	\$7,000.00
578612	06/20/2018	MICHAEL BAKER INTERNATIONAL, INC.	\$6,450.00
578613	06/20/2018	MICHELIN NORTH AMERICA, INC.	\$19,625.19
578614	06/20/2018	MISSION LINEN SUPPLY	\$396.62
578615	06/20/2018	MOBILITY ADVANCEMENT GROUP	\$5,590.63
578616	06/20/2018	MONARCH BEARING CO., INC.	\$985.74
578617	06/20/2018	MONTEBELLO AUTOCRAFT	\$3,512.27
578618	06/20/2018	MONTEBELLO FIRE FIGHTERS ASSOCIATION	\$17,664.00
578619	06/20/2018	MR. ROOTER PLUMBING	\$472.50
578620	06/20/2018	MUNCIE TRANSIT SUPPLY	\$1,797.15
578621	06/20/2018	N/S CORPORATION	\$23,095.00
578622	06/20/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$35,507.87
578623	06/20/2018	NAVARRO'S TOWING SERVICE	\$480.00
578624	06/20/2018	NEOPOST USA, INC.	\$174.98
578625	06/20/2018	NEW FLYER AMERICA (USA) INC.	\$662,722.63
578626	06/20/2018	NEW FLYER PARTS	\$3,180.82
578627	06/20/2018	NIVEL PARTS & MFG CO., LLC	\$773.45
578628	06/20/2018	NUNEZ, MANUEL	\$378.00
578629	06/20/2018	OFFICE DEPOT	\$1,373.91

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From Payment Date: 6/14/2018 - To Payment Date: 6/20/2018

Number	Date	Payee Name	Transaction Amount
578630	06/20/2018	OMNISOURCE UNITED, INC.	\$290.18
578631	06/20/2018	ORANGE COUNTY TANK TESTING INC	\$1,095.00
578632	06/20/2018	OUR LADY OF THE MIRACULOUS MEDAL SCHOOL	\$250.00
578633	06/20/2018	P & R PAPER SUPPLY COMPANY INC.	\$525.00
578634	06/20/2018	PACIFIC GRAPHICS INC.	\$3,931.05
578635	06/20/2018	PAR WEST TURF SERVICES, INC.	\$86.47
578636	06/20/2018	PARKER, NARDOS	\$250.00
578637*	06/20/2018	QUINN COMPANY	\$676.53
578638	06/20/2018	RELIANT URGENT CARE	\$1,138.00
578639	06/20/2018	RENTERIA, JOAQUIN B.	\$168.00
578640	06/20/2018	RIO HONDO COMMUNITY COLLEGE	\$9.20
578641	06/20/2018	S & A ENGINE, INC.	\$195.98
578642	06/20/2018	SAFETY-KLEEN CORP.	\$949.68
578643	06/20/2018	SALDANA LANDSCAPE INC.	\$3,585.35
578644	06/20/2018	SCHWARZ , MATTHEW	\$250.00
578645	06/20/2018	SEQUEL CONTRACTORS. INC.	\$12,963.04
578646	06/20/2018	SHEPPARD MULLIN RICHTER & HAMPTON LLP	\$67.50
578647	06/20/2018	SIEMENS INDUSTRY INC.	\$5,203.25
578648*	06/20/2018	SIGNARAMA	\$1,183.00
578649	06/20/2018	SOUTH BAY FORD, INC.	\$283.66
578650	06/20/2018	STOTZ EQUIPMENT	\$258.16
578651	06/20/2018	SUNSET DETECTIVES	\$7,560.00
578652	06/20/2018	SUPERIOR PAVEMENT MARKINGS, INC.	\$8,656.00
578653	06/20/2018	TECH 24 COMMERCIAL FOODSERVICE REPAIR INC.	\$568.75
578654	06/20/2018	THOMSON REUTERS - WEST	\$308.52
578655	06/20/2018	TIERRA WEST ADVISORS	\$7,395.43
578656	06/20/2018	TORO NSN	\$229.00
578657	06/20/2018	TRACKIT LLC	\$3,000.00
578658	06/20/2018	TRANS UNION,LLC	\$48.60
578659*	06/20/2018	TRITECH SOFTWARE SYSTEMS	\$1,260.00
578660	06/20/2018	TRUJILLO, MARIA, D.R.	\$250.00
578661	06/20/2018	UNDERGROUND SERVICE ALERT OF SOUTHERN CA	\$145.30
578662	06/20/2018	UNIQUE GENERAL SERVICES	\$12,146.00
578663	06/20/2018	US SECURITY ASSOCIATES, INC.	\$12,290.40
578664	06/20/2018	VASQUEZ & COMPANY LLP	\$12,000.00
578665	06/20/2018	VORTEX INDUSTRIES	\$1,708.50
578666*	06/20/2018	WATERLINE TECHNOLOGIES INC.	\$19,178.52
578667*	06/20/2018	WAY SINE LLC	\$4,533.30
578668	06/20/2018	WEST COAST ARBORISTS, INC.	\$805.00
578669	06/20/2018	WEST-LITE SUPPLY CO.,INC.	\$164.25
578670	06/20/2018	WESTERN ALLIED CORPORATION	\$1,560.21
578671	06/20/2018	WINZER CORPORATION	\$2,054.77
578672*	06/20/2018	WRISTBANDS MEDTECH USA, INC.	\$166.50

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Number	Date	Payee Name	Transaction Amount
578673	06/20/2018	X-IGENT PRINTING, INC.	\$630.10
578674	06/20/2018	YORK RISK SERVICES GROUP, INC.	\$25,649.25
578675	06/20/2018	YOUNGBLOOD & ASSOCIATES	\$400.00
578676	06/20/2018	Z ELECTRIC & SON OF CALIFORNIA INC.	\$1,465.00
Type Check Totals:			\$3,898,434.93
4331 - General Account Totals			

6093 - Successor Agency

Check

1398	06/20/2018	SCS FIELD SERVICES	\$2,050.00
Type Check Totals:			\$2,050.00

6093 - Successor Agency Totals

*Pursuant for Resolution #17-40- Any new contract not submitted for approval by the City Council
the first time a payment for any such contract is listed on a warrant register.



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
578460	06/14/2018	\$957.04	CONTRACT SERVICES	12400	ACTION DOOR CONTROLS, INC.
578461	06/14/2018	\$133.61	SUPPLIES	41790	ADLERHORST INTERNATIONAL, INC.
578462	06/14/2018	\$4,346.80	UTILITY SERVICES	39550	AT&T
578463	06/14/2018	\$13,351.03	CREDIT CARD CHARGES	13240	BANKCARD CENTER
578464	06/14/2018	\$189.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
578465	06/14/2018	\$837.60	CONTRACT SERVICES	40850	MARIA E. CASAS
578466	06/14/2018	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578467	06/14/2018	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578468	06/14/2018	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578469	06/14/2018	\$418.74	CONTRACT SERVICES	36870	CINTAS CORPORATION
578470	06/14/2018	\$584.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
578471	06/14/2018	\$584.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
578472	06/14/2018	\$584.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
578473	06/14/2018	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
578474	06/14/2018	\$802.50	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
578475	06/14/2018	\$1,092.50	CONTRACT SERVICES	70850	E.M. OIL TRANSPORT INC.
578476	06/14/2018	\$368.36	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
578477	06/14/2018	\$61.58	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
578478	06/14/2018	\$18.95	CONTRACT SERVICES	2068	FOCUS MEDICAL IMAGING, INC.
578479	06/14/2018	\$265.18	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
578480	06/14/2018	\$4,263.03	SUPPLIES	26670	LIFE-ASSIST, INC.
578481	06/14/2018	\$295.00	CONTRACT SERVICES	47110	LM SYSTEMS
578482	06/14/2018	\$17,564.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
578483	06/14/2018	\$3,350.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
578484	06/14/2018	\$563.40	CONTRACT SERVICES	934	MISSION COMMUNICATIONS, LLC

578485	06/14/2018	\$396.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
578486	06/14/2018	\$7,943.25	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
578487	06/14/2018	\$319.92	SUPPLIES	49850	NORTHERN TOOL & EQUIPMENT CO.
578488	06/14/2018	\$8,190.00	CONTRACT SERVICES	1950	ANDREW PASMANT
578489	06/14/2018	\$400.15	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
578490	06/14/2018	\$31,067.03	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
578491	06/14/2018	\$7,950.28	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
578492	06/14/2018	\$65,164.52	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
578493	06/14/2018	\$600.06	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
578494	06/14/2018	\$2,358.61	UTILITY SERVICES	526	T-MOBILE USA, INC.
578495	06/14/2018	\$1,020.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
578496	06/14/2018	\$3,943.21	UTILITY SERVICES	23610	VERIZON WIRELESS
578497	06/14/2018	\$177.39	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
578498	06/14/2018	\$557.00	CONTRACT SERVICES	52250	WON-DOOR CORPORATION
578499	06/18/2018	\$564.64	TRAVEL & MEETINGS	402	DANILO R. BATSON
578500	06/18/2018	\$8.17	CONTRACT SERVICES	49090	CALIFORNIA STATE BOARD EQUALIZATION
578501	06/18/2018	\$18.79	CONTRACT SERVICES	49090	CALIFORNIA STATE BOARD EQUALIZATION
578502	06/18/2018	\$335.71	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
578503	06/18/2018	\$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
578504	06/18/2018	\$100.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
578505	06/18/2018	\$978.17	UTILITY SERVICES	23610	VERIZON WIRELESS
578506	06/18/2018	\$1,988,167.89	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC.
578507	06/19/2018	\$250.00	REFUND	2010	MONTEBELLO YOUTH FOOTBALL ASSOCIATION
578508	06/20/2018	\$8,961.84	INSURANCE	55860	AFLAC
578509	06/20/2018	\$4,226.78	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
578510	06/20/2018	\$1,928.84	SUPPLIES	614	ARROW INTERNATIONAL, INC.
578511	06/20/2018	\$691.09	UTILITY SERVICES	39550	AT&T
578512	06/20/2018	\$1,472.88	UTILITY SERVICES	39550	AT&T
578513	06/20/2018	\$22.14	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
578514	06/20/2018	\$121.58	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY

578515	06/20/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578516	06/20/2018	\$750.80	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
578517	06/20/2018	\$173.09	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
578518	06/20/2018	\$85.00	TRAINING	7020	GOVERNMENT FINANCE OFFICERS ASSOCIATION
578519	06/20/2018	\$5,132.45	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
578520	06/20/2018	\$396.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
578521	06/20/2018	\$204.00	CONTRACT SERVICES	1171	NETWORK DEPOSITION SERVICES, INC.
578522	06/20/2018	\$54,342.85	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
578523	06/20/2018	\$120.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
578524	06/20/2018	\$6,887.88	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
578525	06/20/2018	\$4,295.72	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
578526	06/20/2018	\$13.89	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
578527	06/20/2018	\$2,014.36	UTILITY SERVICES	23610	VERIZON WIRELESS
578528	06/20/2018	\$3,631.56	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
578529	06/20/2018	\$4,890.00	CONTRACT SERVICES	1662	A-1 BUILDING & FENCE MATERIAL, INC.
578530	06/20/2018	\$2,050.40	CONTRACT SERVICES	17680	ALVARADOSMITH
578531	06/20/2018	\$120,485.20	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
578532	06/20/2018	\$1,138.05	VEHICLE MAINTENANCE/EXPENSES	67470	ADVANCED BATTERY SYSTEMS, INC.
578533	06/20/2018	\$584.88	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
578534	06/20/2018	\$618.37	SUPPLIES	37900	AMERICAN SOCCER COMPANY, INC.
578535	06/20/2018	\$661.00	SUPPLIES	53370	EUROFINS ANA LABORATORIES, INC.
578536	06/20/2018	\$341,367.79	CONTRACT SERVICES	1728	A & P DEVELOPMENT AND CONSTRUCTION, INC.
578537	06/20/2018	\$100.00	REFUND	2083	MELISSA ARCHILA
578538	06/20/2018	\$162.96	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
578539	06/20/2018	\$10,963.05	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
578540	06/20/2018	\$319.02	SUPPLIES	7350	ATLANTIC LOCK & SAFE CO.
578541	06/20/2018	\$2,129.23	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
578542	06/20/2018	\$7,690.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
578543	06/20/2018	\$1,476.23	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
578544	06/20/2018	\$190.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
578545	06/20/2018	\$395.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING

578546	06/20/2018	\$430.14	SUPPLIES	55870	DAVID C. MYSZA
578547	06/20/2018	\$192.60	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
578548	06/20/2018	\$612.55	MACHINERY & EQUIPMENTS	45580	BISHOP SUPPLY COMPANY, INC.
578549*	06/20/2018	\$375.00	CONTRACT SERVICES	2021	BOARD UP BOYS
578550	06/20/2018	\$694.00	PERMITS AND FEES	923	BROADCAST MUSIC, INC.
578551	06/20/2018	\$286.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
578552	06/20/2018	\$2,546.01	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLER'S OFFICE
578553	06/20/2018	\$39,365.77	VEHICLE PURCHASES	45170	MONTEBELLO AUTO GROUP, LLC
578554	06/20/2018	\$279.16	CONTRACT SERVICES	36870	CINTAS CORPORATION
578555	06/20/2018	\$2,596.52	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
578556	06/20/2018	\$50.00	REFUND	2084	ANGELA CONTRERAS
578557	06/20/2018	\$6,263.91	IMPROVEMENTS OTHER THAN BUILDING	1571	COPP CONTRACTING INC.
578558	06/20/2018	\$1,000.00	SUPPLIES	35660	COSTCO
578559	06/20/2018	\$2,319.01	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
578560	06/20/2018	\$70.00	REFUND	2092	LEONARDO CURIEL
578561	06/20/2018	\$1,500.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
578562	06/20/2018	\$250.00	REFUND	2080	SALVADOR DAVALOS
578563	06/20/2018	\$285.82	SUPPLIES	8360	DEPARTMENT OF MOTOR VEHICLES
578564	06/20/2018	\$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
578565	06/20/2018	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
578566	06/20/2018	\$1,318.75	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
578567	06/20/2018	\$200.00	REFUND	2097	ANTHONY MARCUS DOMINGUEZ
578568	06/20/2018	\$6,468.80	CONTRACT SERVICES	70850	E.M. OIL TRANSPORT INC.
578569	06/20/2018	\$3,930.31	SUPPLIES	40930	EASTMONT PAINT & DECORATING
578570	06/20/2018	\$8,840.00	CONTRACT SERVICES	2075	HAROLD J. EDISON
578571	06/20/2018	\$717.61	SUPPLIES	1844	ESAFETY SUPPLIES, INC.
578572	06/20/2018	\$132.98	TRAVEL & MEETINGS	14080	RENE ESTUPINIAN
578573	06/20/2018	\$148.30	SUPPLIES	7610	EWING IRRIGATION PRODUCTS,INC.
578574	06/20/2018	\$12,795.83	IMPROVEMENTS OTHER THAN BUILDING	327	PALP, INC.
578575	06/20/2018	\$6,799.47	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.

578576	06/20/2018	\$9,931.65	CONTRACT SERVICES	371	FLO-SERVICES, INC.
578577	06/20/2018	\$140.00	REFUND	2093	JENNIFER FLORES
578578	06/20/2018	\$594.02	MACHINERY & EQUIPMENTS	807	FOOTHILL COMMUNICATIONS, LLC
578579	06/20/2018	\$3,350.06	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
578580	06/20/2018	\$1,133.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES
578581	06/20/2018	\$250.00	REFUND	2082	ALYSSA GARCIA
578582	06/20/2018	\$250.00	REFUND	2094	JESUS GARCIA
578583	06/20/2018	\$277.09	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
578584	06/20/2018	\$744.60	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
578585	06/20/2018	\$407.36	SUPPLIES	999	GLENDALE PLUMBING AND FIRE SUPPLY, INC.
578586	06/20/2018	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
578587	06/20/2018	\$615.93	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
578588	06/20/2018	\$1,940.00	SUPPLIES	17430	GOLF SCORECARDS, INC.
578589	06/20/2018	\$250.00	REFUND	2081	MAYRA GOMEZ GONZALEZ
578590	06/20/2018	\$395.96	SUPPLIES	9470	GRAINGER, INC.
578591	06/20/2018	\$178.20	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
578592	06/20/2018	\$1,595.86	SUPPLIES	2059	HASA, INC.
578593	06/20/2018	\$2,489.86	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
578594	06/20/2018	\$7,594.52	CONTRACT SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES
578595	06/20/2018	\$12,188.10	CONTRACT SERVICES	16520	I.D.R., INC.
578596	06/20/2018	\$80.37	SUPPLIES	46770	INDUSTRIAL PIPE & STEEL, LLC
578597*	06/20/2018	\$1,200.00	CONTRACT SERVICES	2052	ISONAS, INC
578598	06/20/2018	\$816.66	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
578599	06/20/2018	\$140.00	REFUND	2089	JOSE CARRILLO JAUREGUI
578600	06/20/2018	\$52.91	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
578601	06/20/2018	\$2,386.34	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
578602	06/20/2018	\$2,613.47	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
578603	06/20/2018	\$1,281.00	PREPAID EXPENSES	26960	LEAGUE OF CALIFORNIA CITIES
578604	06/20/2018	\$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
578605	06/20/2018	\$3,167.50	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.

578606	06/20/2018	\$23,031.97	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
578607	06/20/2018	\$190.00	CONTRACT SERVICES	51030	GOODWILL SOLAC/LINKS SIGN LANGUAGE
578608	06/20/2018	\$583.95	SUPPLIES	585	KENNEY HOLDINGS, LLC
578609	06/20/2018	\$779.30	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS, LLC
578610	06/20/2018	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
578611	06/20/2018	\$7,000.00	CONTRACT SERVICES	1902	MATRIX CONSULTING GROUP, LTD.
578612	06/20/2018	\$6,450.00	CONTRACT SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
578613	06/20/2018	\$19,625.19	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
578614	06/20/2018	\$396.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
578615	06/20/2018	\$5,590.63	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
578616	06/20/2018	\$985.74	VEHICLE MAINTENANCE/EXPENSES	57780	MONARCH BEARING CO., INC.
578617	06/20/2018	\$3,512.27	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
578618	06/20/2018	\$17,664.00	MEAL EXPENSE	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
578619	06/20/2018	\$472.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
578620	06/20/2018	\$1,797.15	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
578621	06/20/2018	\$23,095.00	CONTRACT SERVICES	19250	N/S CORPORATION
578622	06/20/2018	\$35,507.87	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
578623	06/20/2018	\$480.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
578624	06/20/2018	\$174.98	MAIL/ POSTAL EXPENSE	503	NEOPOST USA INC.
578625	06/20/2018	\$662,722.63	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC.
578626	06/20/2018	\$3,180.82	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
578627	06/20/2018	\$773.45	VEHICLE MAINTENANCE/EXPENSES	70710	NIVEL PARTS & MFG CO., LLC
578628	06/20/2018	\$378.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
578629	06/20/2018	\$1,373.91	SUPPLIES	15620	OFFICE DEPOT
578630	06/20/2018	\$290.18	VEHICLE MAINTENANCE/EXPENSES	1999	OMNISOURCE UNITED, INC.
578631	06/20/2018	\$1,095.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
578632	06/20/2018	\$250.00	REFUND	1694	OUR LADY OF THE MIRACULOUS MEDAL SCHOOL
578633	06/20/2018	\$525.00	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
578634	06/20/2018	\$3,931.05	ADVERTISING/PRINTING SERVICES	75280	PGI, INC
578635	06/20/2018	\$86.47	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
578636	06/20/2018	\$250.00	REFUND	2079	NARDOS PARKER

578637*	06/20/2018	\$676.53	SUPPLIES	2087	QUINN COMPANY
578638	06/20/2018	\$1,138.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
578639	06/20/2018	\$168.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
578640	06/20/2018	\$9.20	CONTRACT SERVICES	51460	RIO HONDO COMMUNITY COLLEGE
578641	06/20/2018	\$195.98	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
578642	06/20/2018	\$949.68	CONTRACT SERVICES	42210	SAFETY-KLEEN CORP.
578643	06/20/2018	\$3,585.35	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
578644	06/20/2018	\$250.00	REFUND	2090	MATTHEW SCHWARZ
578645	06/20/2018	\$12,963.04	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.
578646	06/20/2018	\$67.50	CONTRACT SERVICES	1868	SHEPPARD MULLIN RICHTER & HAMPTON LLP
578647	06/20/2018	\$5,203.25	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
578648*	06/20/2018	\$1,183.00	CONTRACT SERVICES	2085	DG SIGN/SIGNARAMA
578649	06/20/2018	\$283.66	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
578650	06/20/2018	\$258.16	VEHICLE MAINTENANCE/EXPENSES	171	ARIZONA MACHINERY
578651	06/20/2018	\$7,560.00	CONTRACT SERVICES	72100	LEO ARNOLD/SUNSET DETECTIVES
578652	06/20/2018	\$8,656.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS, INC.
578653	06/20/2018	\$568.75	CONTRACT SERVICES	1443	TECH 24 COMMERCIAL FOODSERVICE REPAIR INC.
578654	06/20/2018	\$308.52	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
578655	06/20/2018	\$7,395.43	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
578656	06/20/2018	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
578657	06/20/2018	\$3,000.00	MACHINERY & EQUIPMENTS	217	TRACKIT LLC
578658	06/20/2018	\$48.60	CONTRACT SERVICES	10300	TRANSUNION CORP.
578659*	06/20/2018	\$1,260.00	MACHINERY & EQUIPMENTS	1644	TRITECH SOFTWARE SYSTEMS
578660	06/20/2018	\$250.00	REFUND	2091	MARIA D.R. TRUJILLO
578661	06/20/2018	\$145.30	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
578662	06/20/2018	\$12,146.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
578663	06/20/2018	\$12,290.40	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
578664	06/20/2018	\$12,000.00	PREPAID EXPENSES	75020	VASQUEZ & CO.,LLP
578665	06/20/2018	\$1,708.50	CONTRACT SERVICES	47600	VORTEX INDUSTRIES

578666*	06/20/2018	\$19,178.52	CONTRACT SERVICES	2078	WATERLINE TECHNOLOGIES INC.
578667*	06/20/2018	\$4,533.30	MACHINERY & EQUIPMENTS	1969	WAY SINE LLC
578668	06/20/2018	\$805.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
578669	06/20/2018	\$164.25	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
578670	06/20/2018	\$1,560.21	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
578671	06/20/2018	\$2,054.77	SUPPLIES	67320	WINZER CORPORATION
578672*	06/20/2018	\$166.50	SUPPLIES	915	WRISTBANDS MEDTECH USA, INC.
578673	06/20/2018	\$630.10	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING, INC.
578674	06/20/2018	\$25,649.25	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
578675	06/20/2018	\$400.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
578676	06/20/2018	\$1,465.00	CONTRACT SERVICES	1439	Z ELECTRIC & SON OF CALIFORNIA INC.
Total		\$3,898,434.93			
6093 - Successor Agency					
1398	06/20/2018	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
Total		\$2,050.00			

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Delgado called the meeting to order at the hour of 5:40 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Romero, Molinari, Barajas, Hadjinian, Delgado
STAFF PRESENT: Acting City Manager
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

CLOSED SESSION

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

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Cases: Navarro v. City of Montebello

City Councilmembers provided direction regarding the case, no final action, nothing further to report.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: 701-705 West Whittier Blvd.
Agency Negotiator: Andrew G. Pasmant, Acting City Manager
Negotiating Party: Andrew G. Pasmant, Acting Executive Director
Under Negotiation: Price and terms

City Councilmembers provided authorization to have property be sold from the Successor Agency to the City

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: 121 S. 6th Street
Agency Negotiator: Andrew G. Pasmant, Acting City Manager
Negotiating Party: Andrew G. Pasmant, Acting Executive Director
Under Negotiation: Price and terms

City Councilmembers authorized the sale of the property from the Successor Agency to the City.

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: 1345 North Montebello Boulevard, Montebello

Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman

Negotiating Party: Costco

Councilmember received a briefing on the matter, no final action, nothing further to report.

8. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Government Code Section 54957(b)(1)

Title: Director of Planning and Community Development

Title: Associate Planner

This matter was not discussed

9. PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE

Government Code Section 54957(b)(1)

A presentation was given to Councilmembers, direction was provided to the City Attorney, no final action.

REGULAR SESSION

10. INVOCATION **Mayor Pro Tem Hadjinian**

11. PLEDGE OF ALLEGIANCE **Councilmember Barajas**

12. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

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

Kimberly Lopez, East Los Angeles College student, gave a brief Public Service Announcement regarding the dangers of texting while walking.

Nathan McCuster spoke announced the Montebello Family Fest scheduled for June 23, 2018, from 5:00 p.m. to 9:00 p.m.

Maritza, Family Center Treatment Center, spoke about alcohol and drug addiction.

Andy from Rosemead spoke about the positive final product after roadwork improvements.

Bradley Stevenson spoke about the need to contact City staff regarding various matters.

Linda Nicklas spoke about her attendance at a recent legislative hearing.

Tila Gregorian spoke about her attendance at a Voters Forum and spoke about her opposition to building homes on toxic fields.

Yvette Fimbres spoke in opposition to marijuana businesses in Montebello.

Maribel Briseno spoke in support of a forensic audit.

Michael Popoff spoke about the absence of newspapers in the City Hall lobby and spoke about the City audit.

Rosie Vasquez spoke about a pending recall.

Margot Eiser spoke about the new Costco shopping Center in Monterey Park.

Rosa Tamayo stated her opposition to cannabis businesses.

14. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski invited all to the Memorial Day Ceremony on Monday, May 28, 2018, at 11:00 a.m., and invited all to view the movie “Coco” on Friday, June 1, 2018, at 7:45 p.m. Activities will begin at 6:30 p.m.

Assistant City Manager Batson spoke about the completion of street improvements on Maple Avenue between Mines Avenue and Washington Blvd.

15. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

- 16. APPROVAL OF AGENDA:** Councilmember Molinari moved, seconded by Councilmember Barajas that items be approved in a single motion with the exception **Item No. 17, 18, 19, 20, 21, and 23.** Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

17. PUBLIC HEARING - 2018/2019 CDBG AND HOME PROGRAM ANNUAL ACTION PLAN

Consultant Damien Delaney gave a brief summary. The organizations approved to receive funds are Heart of Compassion, The Whole Child, YMCA, SYEP and the East San Gabriel Valley Coalition.

Mayor Delgado opened the public hearing at the hour of 7:50 p.m. There being no public testimony, Mayor Delgado closed the public hearing at the hour of 7:50 p.m.

Mayor Pro Tem Hadjinian asked why Heart of Compassion is receiving more than the YMCA. Staff advised that the YMCA only requested \$10,000.00.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas that the City Council conducts a Public Hearing and upon conclusion, (1) Approve the Annual Action Plan and the recommended public service agency grant allocations; (2) Authorize the City Manager to execute the grant application and certifications for submission to the U.S. Department of Housing and Urban Development (HUD); and; (3) Authorize the Mayor and/or Acting City Manager to execute the CDBG and HOME Funding Agreements upon HUD’s approval of the Action Plan, Agreement Nos. 3403, 3404, 3405, 3406 and 3407. Motion carried unanimously on a 5-0 roll call vote.

18. PUBLIC HEARING: CONSIDER THE ADOPTION OF CITYWIDE USER FEES

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas that the Public Hearing be opened and continued to June 13, 2018. Motion carried unanimously.

19. PUBLIC HEARING – ZONING CODE AMENDMENT ESTABLISHING A SENSITIVE USE BUFFER BETWEEN RESIDENTIAL ZONES AND COMMERCIAL CANNABIS ACTIVITIES; ADDING DISTRIBUTION AND RETAIL DELIVERY CANNABIS BUSINESSES AS CONDITIONALLY PERMITTED USES IN M-1 (LIGHT MANUFACTURING) AND M-2 (HEAVY MANUFACTURING) ZONING DISTRICTS; AND AMENDMENT TO CHAPTER 5.90 OF THE MONTEBELLO MUNICIPAL CODE

Assistant City Attorney Cardinale gave a brief summary regarding the zoning amendments.

Mayor Delgado opened the public hearing at the hour of 8:10 p.m.

Roxanne, a 6th Grade Teacher, spoke about the legalization of marijuana and added that police officers do not respond to calls in South Montebello because there are not enough officers.

Mike Torres spoke about vandalism in a South Montebello neighborhood, and added that police officers never responded to the call for assistance.

Gabriel Ramirez, El Monte, stated that the area limits are not accurate.

Rosie Vasquez asked the City Council to rescind the cannabis ordinance.

Rosa Tamayo stated opposition to cannabis in the community.

Rosemary Torres stated opposition to the approval of the cannabis zone amendment.

Linda Nicklas stated opposition to the cannabis ordinance.

Maribel Briseno asked the zone amendment be placed on the November ballot.

Tila Gregorian stated opposition to cannabis and the zone amendment.

Mayor Delgado closed the public hearing at the hour of 8:30 p.m.

Mayor Pro Tem Hadjinian stated that it was a land use matter.

Councilmember Romero stated that stringent enforcement is needed regarding the distribution component.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to introduce Zoning Code Amendment 2. Motion carried 3-2 on the following roll call vote:

AYES: Barajas, Hadjinian, Delgado

NOES: Molinari, Romero

Mayor Pro Tem Hadjinian moved, seconded by Mayor Delgado to introduce a code amendment to Chapter 5.90 of the Municipal Code, relating to cannabis distribution and delivery-only establishments, and imposing a sensitive use buffer from residential zones. Motion carried 3-2 on the following roll call vote:

AYES: Barajas, Hadjinian, Delgado

NOES: Molinari, Romero

20. CONSIDERATION OF RETAINING CONSULTANT TO ASSISTING IN THE PROCESSING AND SCORING OF COMMERCIAL CANNABIS APPLICATIONS

Linda Nicklas stated opposition to cannabis.

Councilmember Romero stated that she would like to review the RFP and the criteria for scoring.

Councilmember Molinari stated opposition to retaining a consultant.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Delgado to review the proposals received in response to Request for Proposals No. 18-48 seeking Professional Services to Review Applications to Operate Commercial Cannabis Activities in the City (the “RFP”), and to approve Contract No. 3408 with HDL to provide professional services. Motion carried 3-1-1 as follows:

AYES: Barajas, Hadjinian, Delgado
NOES: Molinari
ABSTAIN: Romero

21. PURCHASE OF VACANT PROPERTIES

This matter was not discussed.

CONSENT MATTERS

22. APPROVE A RESOLUTION REJECTING ALL BIDS RECEIVED AND AUTHORIZE STAFF TO RE-ADVERTISE REQUEST FOR PROPOSALS (RFP) #18-49 – ANNUAL CONCRETE AND SIDEWALK REPAIRS

Councilmember Molinari moved, seconded by Councilmember Barajas to approve Resolution No. 18-49 rejecting all bids received in response to the above-referenced Request for Proposals (“RFP”), and authorize staff to re-advertise the RFP for Annual Concrete and Sidewalk Repairs (the “Project”). Motion carried unanimously.

23. DONATION OF SURPLUS - BUS BENCHES

Councilmember Molinari moved, seconded by Councilmember Barajas to authorize the Director of Transportation to dispose of, through donation, old surplus bus benches which no longer meet the needs of the City. Motion carried unanimously.

24. MONTHLY INVESTMENT REPORT: APRIL 2018

Councilmember Molinari moved, seconded by Councilmember Barajas to approve and file said report. Motion carried unanimously.

25. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 23, 2018

Councilmember Molinari moved, seconded by Councilmember Barajas to adopt the Resolution No. 18-50 approving the Warrant Register dated May 23, 2018. Motion carried unanimously.

26. APPROVAL OF MINUTES: REGULAR SESSION OF FEBRUARY 28, 2018

Councilmember Molinari moved, seconded by Councilmember Barajas to approve the minutes as written. Motion carried unanimously.

27. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (CONTINUED IF NECESSARY)

COUNCIL ORALS

28. COUNCILMEMBER ROMERO

Public Safety's role in cannabis cultivation.

Chief Keller stated that they do not know how many officers are needed until they know how many businesses are approved, and added that other agencies will be involved in the enforcement. Staff has not received regulations as of this date.

29. COUNCILMEMBER MOLINARI

None.

30. COUNCILMEMBER BARAJAS

None.

31. MAYOR PRO TEM HADJINIAN

None.

33. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 9:30 p.m. in memory of Mayor Pro Tem Hadjinian's Father who would have been celebrating his 71st Birthday.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of May 23, 2018 were approved as written on June 27, 2018.

IRMA BARAJAS, City Clerk

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Delgado called the meeting to order at the hour of 4:24 p.m.
2. **ROLL CALL:** Deputy City Clerk Guzman
MEMBERS PRESENT: Molinari, Romero, Delgado
MEMBERS ABSENT: Barajas, Hadjinian
STAFF PRESENT: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman

OPEN SESSION

4. CITY FISCAL YEAR 2018-2019 BUDGET STUDY SESSION

Councilmember Romero requested slides with overtime for the Police and Fire Departments, and requested a slide for outside contracts.

Councilmember Molinari spoke about the Prop A fund exchange and the sale of the Olson property that are one time revenue.

Councilmember Molinari stated that graffiti fees should drop if graffiti incidents are down and asked that the graffiti contract be reviewed by staff.

Councilmember Molinari spoke about the City's claims, the Garfield Financial Corporation settlement, the JCS lawsuit, no-bid contracts, the Quiet Cannon operator and management fees, and penalties regarding the Hilton Hotel2 Suites.

Councilmember Romero asked about fees paid to outside counsel, a new training yard for the Fire Department and spoke about Golf Course revenue.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 5:40 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of May 31, 2018, were approved as written on June 27, 2018.

IRMA BARAJAS, City Clerk