MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA[1] [1][2]
WEDNESDAY, JULY 11, 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	Danilo Batson
Fire Chief	Fernando Pelaez
Police Chief	Brad Keller
Finance Administrator	Craig Koehler
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	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. THANK YOU FOR YOUR COOPERATION.

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[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 II1203+)*

[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.*

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

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

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 549956.9(d)(1)

5. **REAL PROPERTY NEGOTIATIONS**
Government Code section 54956.8
Property: Various between N.6th Street to N. 5th Street (APN Nos. 6345-025-911, 912, 913; 6346-025-906, 907, 908, 909, 910, 016
Agency Negotiation: Acting City Manager Pasmant
Negotiating Parties: Olson Company
Under Negotiation: Price and Terms

6. **PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957(b)(1)

REGULAR SESSION

7. **INVOCATION**

PLEDGE OF ALLEGIANCE

8. **PRESENTATION**

INTRODUCTION OF MONTEBELLO ASHIYA STUDENT AMBASSADORS

9. **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.

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

11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

12. CORRECTIONS TO THE AGENDA – CITY MANAGER

13. 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.

CONSENT MATTERS

14. TAYLOR RANCH UPDATE

RECOMMENDATION: Receive and file.

15. AMENDMENT TO USER FEE RESOLUTION

COMMENT: The City Council will receive Fire Department's Response Fee Modification - Financial Hardship Policy and City's User Fees and Charges Recovery Policy and consider their adoption. Additionally, the City Council will consider recommended amendments to the Emergency Medical Response Fee and Temporary Banner Fees.

Adoption and implementation of the proposed User Fees, as recommended by Staff, would bring in an estimated additional $490,456 in revenue from the Fire Department's Emergency Medical Service Fee. The amendment to the Code Enforcement fees would generate additional revenue versus the previously approved fees, but the total amount cannot be calculated because the volume of permits varies year to year.

RECOMMENDATION: That the City Council receives and adopts the Fire Department's Response Fee Modification - Financial Hardship Policy and City's User Fee and Charges Recovery Policy. Staff also recommends amending the User Fee Resolution to include the staff recommended fee for the Emergency Medical Service Fee and revised Code Enforcement Temporary Banner Fees.

16. AWARD LANDSCAPE MAINTENANCE SERVICES CONTRACT (RFP # 18-52)

COMMENT: On May 31, 2018, the City issued Request for Proposal (RFP) No. 18-52 for Landscape Maintenance Services (Golf Course and Quiet Cannon). There were four (4) responses to the RFP. The City Council will consider awarding an annual contract for the proposed services to Mariposa Landscapes, Inc., in the amount of $25,706 and will consider authorizing the Acting City Manager to execute the contract on behalf of the City.

Funds for the proposed services have been allocated in the FY 2018/19 Maintenance and Operations Budget for the Hilton Garden Inn Hotel, Quiet Cannon and Golf Course. The contract term is three (3) years with an option to extend the contract for two (2) one-year terms.

RECOMMENDATION: It is recommended that City Council: (1) Award a contract for landscape maintenance services in the amount of $25,706 annually to Mariposa Landscapes Inc., per Request for Proposals (RFP) # 18-52, and (2) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

17. AWARD OF CONTRACT FOR ANNUAL CONCRETE AND SIDEWALK REPAIRS, RFP 18-49 TO CEM CONSTRUCTION CORPORATION

COMMENT: The City Council is asked to award a contract for Annual Concrete and Sidewalk Repairs to CEM Construction Corporation in the amount of $277,200.00 and authorize the Acting City Manager to execute the Contact Agreement.

Funding for the proposed contractual services will be approved and allocated in the FY 2018-19 Capital Improvement Budget.

RECOMMENDATION: That the City Council award a contract for annual concrete and sidewalk repairs (RFP 18-49) to CEM Construction Corporation in the amount of $277,200 for sidewalk repairs.

18. REVISIONS TO CITY'S ADMINISTRATIVE POLICY V-B 38.02 – FEDERAL DRUG AND ALCOHOL REGULATIONS (FTA)

COMMENT: Staff recommends City Council approve the revisions to the City's Administrative Policy V-B-38.02, Federal Drug and Alcohol Regulation (FTA), to ensure compliance with federal mandates.

There is no adverse impact on the General Fund.

RECOMMENDATION: It is recommended that the City Council approve the revisions of the City's Administrative Policy V-B-38.02 – Federal Drug and Alcohol Regulations (FTA) to comply with recent changes and new regulatory amendments to the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA) 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs") and 49 CFR Part 655, as amended ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations").

19. APPROVE A LAND LEASE AGREEMENT WITH THE CITY OF SANTA FE SPRINGS

COMMENT: The City Council will consider approving a land lease agreement with the City of Santa Fe Springs, for the lease of 252 square feet of space, for an ICI System radio site, for five (5) years, with an annual cost of $28,000.00, and authorize the Acting City Manager to execute the agreement on behalf of the City.

Funding for this agreement was not allocated in the FY 2018/19 City Budget, but can be absorbed into the Fire Department Maintenance and Operation Budget. In future years, this cost will be offset by the revenue from the subscriber agreements.

RECOMMENDATION: That the City Council approves a land lease agreement with the City of Santa Fe Springs, for the lease of 252 square feet of space, for an ICI System radio site, for five years, with an annual cost of $28,000.00, and authorize the Acting City Manager to execute the agreement on behalf of the City.

20. ANNUAL PROPERTY INSURANCE, WORKERS' COMPENSATION EXCESS INSURANCE AND GENERAL LIABILITY EXCESS INSURANCE RENEWALS FOR FISCAL YEAR 2018-19

COMMENT: The City Council will consider approval of the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).

The total estimated premiums for the various insurance programs for FY18/19 are: 1) General Liability Program 2 is $795,388, 2) Excess Worker's Compensation Program is $134,654.00, and 3) Alliant Property Insurance Program is $470,750.42, totaling $1,400,792.42.

RECOMMENDATION: It is recommended that the City Council approve the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).

21. ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS FOR FISCAL YEAR 2018-2019

COMMENT: The retirement expenditures by the City of Montebello are funded through the voter-approved indebtedness that was authorized by elections held on July 9, 1946 and March 2, 1976. For Fiscal Year 2018-2019, the total City's employer contribution rates to the Public Employees Retirement System (PERS) are 19.527% for safety employees and 9.620% for miscellaneous employees. Also, in addition to the contribution rates for FY18/19, the Unfunded Accrued Liability contribution amounts for safety employees is $4,783,394.00 and for miscellaneous employees is $3,533,996.00. The proposed tax rate of $0.197875 is the rate set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996. The estimated expenditures from the Retirement Fund are approximately $10.5 million dollars for Fiscal Year 2018-2019. The resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office by September 2018.

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

RECOMMENDATION: Staff recommends that the City Council approve the resolution establishing tax rates to fund the retirement expenditures for fiscal year 2018-2019, and direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.

22. CALPERS CONTRIBUTIONS

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

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

RECOMMENDATION: Staff recommends that the City Council approve the resolutions continuing the CalPERS Contributions for employees while labor negotiations are underway with the various employee organizations.

23. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to ***DENY*** the following claim: N. Ramirez in the amount of $10,000.00.

24. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JULY 11, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated July 11, 2018.

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

COUNCIL ORALS

26. 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
d. Video streaming service

27. COUNCILMEMBER MOLINARI

None.

28. COUNCILMEMBER BARAJAS

None.

29. MAYOR PRO TEM HADJINIAN

None.

30. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Taylor Ranch Update

DATE: July 11, 2018

RECOMMENDATION

That the City Council receives information on cost to build the Taylor Ranch Cultural Center as currently designed and information on maintaining, operating and staffing such facility.

BACKGROUND

The City Council asked staff to bring back a report on the cost to build the Taylor Ranch Cultural Arts Center with current designs and specifications. Staff was also asked to supply cost estimates for maintenance and operation of such a facility and options for construction within the current funding amounts.

ANALYSIS

1. The current design and specifications for the Taylor Ranch Cultural Arts Center called for an 11,584 square foot facility with 9,000 square feet of covered and uncovered patio. It was estimated that the cost to construct and furnish the remaining portion of the project was $4,617,953 or $398.65 per square feet. in 2010. The Public Works Department requested a cost estimate in 2018 dollars for the same design. Infrastructure Engineers estimated that the cost to construct and furnish the facility as designed would be $5,954,956 or $514.07 per square feet. See attached Table 1 for details.

2. As of the date of this report, approximately $4,666,731.18 in Bond Proceeds has yet to be spent. The Taylor Ranch Cultural Arts Center is one of the authorized uses of the bond proceeds. As an example, with a $4.0 million budget a 6,000 to 7,000 square foot building could conceivably be designed and built at the current site, including designing the building to current building code. Variables to the

cost would be the extent of the design details; such as a full versus catering kitchen, divisible meeting rooms, special features, etc.

3. The estimated cost to staff the facility Monday through Friday from 8:00 a.m. to 6:00 p.m. and weekend activities with a Community Services Supervisor, Community Services Coordinator, Recreation Leader IV and eight (8) Recreation Leaders would be approximately $350,000 per year.

4. The estimated cost for janitorial services would approximately be $20,000 annually. This figure is estimated based on the actual charges for the Senior Citizen Center complex which is 13,000 square feet.

5. The estimated utility costs for the facility would be approximately $21,000 annually for electricity, gas and water. This figure is estimated based on the actual utility costs for the Senior Citizen Center complex which is 13,000 square feet.

6. The estimated cost for landscape services would be approximately $24,000 per year for maintaining the grounds surrounding the Taylor Ranch Cultural Arts Complex. This figure is based off of actual landscape costs the City has paid for similar services at other park facilities.

FISCAL IMPACT

There is no fiscal impact to receiving information relative to the costs to build and operate the Taylor Ranch Cultural Arts Center.

However, it should be noted that the cost to construct the facility as-designed would be approximately $5,954,956 and the annual cost to staff, facilitate and maintain such a facility would be $415,000.

Currently, there is approximately $4.3 million in bond funds to complete this project, after the $359,000 in allocation made by City Council in March to complete various improvements to create an interim greenspace and remove the construction fence.

SUMMARY

There is no fiscal impact to receiving information relative to the costs to build and operate the Taylor Ranch Cultural Arts Center.

In the addition to the above, with the recent passage of Prop 68 (the Parks, Environment and Water Bond) in June of 2018, Staff will investigate funding opportunities that can possibly be applied towards the construction of the Taylor Ranch Cultural Arts Center.

Table 1 – Taylor Ranch Construction Cost Estimate
(Existing Building Square Footage is 11,584)

Description	2010 Estimate	2018 Estimate
Grading & Retaining Wall (work completed)	$906,673	$906,673
Interim Greenspace (approved in March 2018)		$359,000
Building Construction	$3,190,000	$3,190,000
Completion of Construction Documents & Code Update		$57,920
Furniture, Fixtures & Equipment	$521,280	$521,280
Project Delay Burden		$231,680
Code and Inflation Considerations (Code 5% and Inflation 5%)		$688,397
	$4,617,953	**$5,954,956**
	$398.65/sq. ft.	**$514.07/sq. ft.**

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Amendment to User Fee Resolution

DATE: July 11, 2018

RECOMMENDATION

That the City Council receives and adopts the Fire Department's Response Fee Modification - Financial Hardship Policy and City's User Fee and Charges Recovery Policy. Staff also recommends amending the User Fee Resolution to include the staff recommended fee for the Emergency Medical Service Fee and revised Code Enforcement Temporary Banner Fees.

BACKGROUND

The City Council adopted a User Fee Schedule at the June 13, 2018 Council Meeting. Staff were asked to bring back analysis of the Fire Department's Policy on the Emergency Medical Service Fee as well as introduce a User Fee and Charges Recovery Policy that incorporates annual adjustments of the City's User Fees through any Cost of Living Adjustments that were approved by the City Council. In addition, staff were asked to return with the proposed charges for the Emergency Medical Service Fee. Staff has also identified Temporary Banner Fees in the Code Enforcement Division that are recommended to be amended.

ANALYSIS

1) **Adoption of Response Fee Modification- Financial Hardship Policy**
   The Fire Department's policy allows Fire Administration to make modifications to and/or waive response fees to patients who make formal applications for relief due to their financial situation.

   No person will ever be denied necessary medical treatment and/or transport services due to either their inability to pay and/or lack of insurance.

Fire Administration will address cases of financial hardship on an individual (case by case) basis. Determining financial hardship will be done by utilizing the most recent available United States-Department of Health and Human Services (DHHS) Poverty Guidelines.

Patients who are elderly, on a fixed income, uninsured, unemployed, homeless, or for any other reason unable to make payments, may request a financial hardship review of their response fee.

2) **Adoption of Cost of Living Adjustment and User Fee Policy**
The City's User Fee and Charges Recovery Policy is created to establish policy guidelines for setting and updating User Fees and Charges; establish cost recovery goals; and ensure compliance with State law.

It is the policy of the City of Montebello to set User Fees and Charges based on cost recovery levels in lieu of fully subsidizing fee-related activities with General Fund dollars.

This User Fee and Charges Cost Recovery Policy applies to all general user fees and charges for services established in accordance with an adopted Master Fee Schedule. Impact Fees which fund capital improvements are not covered by this policy.

A comprehensive analysis of City costs and fees should be conducted at least every three to five years. In the interim, fees will be adjusted by annual changes in labor costs as approved by the City Council or Cost of Living Adjustments. Fees may also be changed based on supplemental analysis whenever there have been significant changes in the method, level or cost of service delivery.

The City Council will approve the Master Fee Schedule each year prior to its July 1st effective date. It will then be made available to the public on the City's website.

The User Fee and Charges Recovery Policy also outlines cost recovery percentage targets by Department.

3) **Adoption of Emergency Medical Response Pass Through Fee**
The Emergency Medical Response Pass Through Fee is recommended to be at a recovery rate consistent with the City's and Fire Department's Recovery Target. The Fire Department presented fees and charges for services at a consistent rate of 80% recovery. The Emergency Medical Response Pass Through Fee is recommended to be adopted at $571 per occurrence.

4) **Adoption of Temporary Banner Fee Amendment**
The Code Enforcement Division has identified an error in the Temporary Banner Fee as presented in the original resolution. The Code Enforcement's Policy on

the matter as outlined in the Municipal Code includes Temporary Banner Fees based on the duration of time. It is recommended that the User Fee Resolution be amended to include staff's recommendation for four fees for Temporary Banner Fees of 1) $62 for 15 Consecutive Days 2) $80 for 30 Consecutive Days 3) $320 for an Annual Permit and 4) $62 for all other signs for 28 days.

FISCAL IMPACT

Adoption and implementation of the proposed User Fees, as recommended by Staff, would bring in an estimated additional $490,456 in revenue from the Fire Department's Emergency Medical Service Fee. The amendment to the Code Enforcement fees would generate additional revenue versus the previously approved fees, but the total amount cannot be calculated because the volume of permits varies year to year.

The adoption of the Fire Department's Response Fee Modification - Financial Hardship Policy does not have an impact on the City's General Fund. Adoption of the City's User Fees and Charges Recovery Policy does not have a negative fiscal impact, but allows for the City to increase fees on an annual basis to recover costs for fee related services.

SUMMARY

The City Council will receive Fire Department's Response Fee Modification - Financial Hardship Policy and City's User Fees and Charges Recovery Policy and consider their adoption. Additionally, the City Council will consider recommended amendments to the Emergency Medical Response Fee and Temporary Banner Fees.

ATTACHMENTS

Fire Department Response Fee Modification – Financial Hardship Policy
City User Fees and Charges Recovery Policy
Fee Schedule with Highlighted Changes

Response Fee Modification-Financial Hardship

PURPOSE AND SCOPE:
This policy allows Fire Administration to make modifications to and/or waive response fees to patients who make formal applications for relief due to their suffering from a financial hardship.

Modifications shall only pertain to Montebello Fire Department (MFD) response fees.

It is important to note that no ill or injured person will ever be denied necessary medical treatment and/or transport services due to either their inability to pay and/or a lack of insurance.

ELIGIBILITY:
A financial hardship will be established by utilizing the most recent available United States-Department of Health and Human Services (DHHS) Poverty Guidelines.

A patient injured while involved in the commission of a criminal activity shall not be eligible for a modification or waiver.

a. Patients who are at or below the Poverty Guidelines may automatically qualify for a waiver of their response fee.

b. Patients who are 100-200% of the Poverty Guidelines may qualify for a review of their request by Fire Administration, who has the option to:
    1. Set up a payment plan for the full bill, or
    2. Modify the response fee to ease the burden upon the patient, or
    3. Waive the response fee.

c. Patients who are 200-300% of the Poverty Guidelines may qualify for a review of their request by Fire Administration, who has the option to:
    1. Set up a payment plan for the full bill, or
    2. Modify the response to ease the burden upon the patient.

d. Required Documentation (a minimum of two forms of the following documentation is required):
    1. Most recent W-2 withholding statement, or
    2. Unemployment check stubs for past 90 days, or
    3. Paycheck stubs for the past 90 days for all persons employed in the home, or
    4. Income tax return (most recent signed); or
    5. Any other pertinent information that will help in the decision making process.

Response Fee Modification-Financial Hardship

2018 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
PERSONS IN FAMILY/HOUSEHOLD	**POVERTY GUIDELINE**
1	**$12,140**
2	**$16,460**
3	**$20,780**
4	**$25,100**
5	**$29,420**
6	**$33,740**
7	**$38,060**
8	**$42,380**
For families/households with more than 8 persons, add $4,320 for each additional person.	

REQUEST FOR RESPONSE FEE MODIFICATION PROCEDURE:
No person will ever be denied necessary medical treatment and/or transport services due to either their inability to pay and/or lack of insurance.

Fire Administration will address cases of financial hardship on an individual (case by case) basis.

Patients who are elderly, on a fixed income, uninsured, unemployed, homeless, or for any other reason unable to make payments, may request a financial hardship review of their response fee.

- Patients, or their designee, shall complete the “Montebello Fire Department-Financial Hardship Application Form”. Forms are available by calling the Montebello Fire Department-Fire Station 55/Headquarters Office at 323-887-4510 or by visiting during normal business hours, at 600 North Montebello Boulevard, Montebello, CA 90640.

- This Financial Hardship Application will be forwarded to Fire Administration (Fire Chief or Assistant Fire Chief), who will make a final decision that will be noted on the form.

- Fire Administration (Fire Chief or Assistant Fire Chief) may waive all charges, reduce the charges, establish a payment plan or deny the request.

- All final resolutions will be noted on the form.

MONTEBELLO FIRE DEPARTMENT
FINANCIAL HARDSHIP APPLICATION FORM

This hardship application must be submitted for each response fee modification request.

Applicant Name: ____

SSN: ____

Applicant Address: ____

Contact Phone Number: ____________________________ Date of Incident: ______________

I am requesting:

_____Fee waiver
_____Fee reduction
_____Establishment of a payment plan that better suits my ability to pay

Monthly Household Gross Income:_______
Number of dependents living in household: ________

Attached documentation (a minimum of two forms of the following documentation is required):
_____Most recent W-2 withholding statement
_____Unemployment check stubs for past 90 days
_____Paycheck stubs for the past 90 days for all persons employed in the home
_____Income tax return (most recently signed)
_____Any other information that will help in the decision making process

Responsible Party (if different from applicant)

Name: _______________________________________Relationship:________________

Address (if different from applicant):____

Contact Phone Number: ____

In your words explain why you are requesting a Response Fee Waiver: _________________
____
____
____
____
____
____
____
____
____

DRAFT

____
____

____
____
____
____
___________________________________ Attach additional sheets/information if necessary.

I do hereby request that I, as either the applicant, or the party who is financially responsible for the applicant, be considered for a reduction in the payment responsibilities as they relate to this response fee.

By signing this I declare that all of the information contained in this document and the attachments are true and accurate. Furthermore, I understand that I may be held liable for any false statements pertaining to this waiver request.

I hereby agree to notify the Montebello Fire Department of any change in the financial status of the applicant or the responsible party that may affect the ability to pay the response fee.

Signature: ______________________________________ Date: _________________________

Printed Name: ____

For questions regarding the financial hardship waiver process call 323-887-4510
or via e-mail at FireManagement@CityofMontebello.com
Hand-deliver or mail this application and all attachments to:

Montebello Fire Department
600 North Montebello Boulevard
Montebello, CA 90640

Montebello Fire Department Administrative Use Only

Incident #:____________________________________ Date of transport: __________________

Date request received: ____

Claim: (circle) Approved Denied

Reason:____
____
____
____
____

Fire Administration Signature: ________________________Date:_________________________

Finance Department Signature: ______________________Date:_________________________

DRAFT

CITY OF MONTEBELLO NUMBER: ________

ADMINISTRATIVE POLICY EFF. DATE: _______

SUBJECT: USER FEE AND CHARGES RECOVERY

POLICY STATEMENT

The City has the authority to impose fees, charges and rates pursuant to its police power (Article XI, Section 7 of the California Constitution) and Government Code Section 66016 *et seq*. In addition to providing authority for imposing fees, California state law requires that fees imposed not exceed the estimated reasonable cost of providing the service for which the fee is charged.

User fees are the fees that the City charges for special services that the City provides to individuals upon their request. Since these services are optional, the City can receive up to 100% cost recovery.

California Constitution Articles XIIIC and XIIID [Prop 218], Article XIIIC §1(e) [Prop 26] and Article XIIIA [Proposition 13] have placed both substantive and procedural limits on cities' ability to impose fees and charges. This policy establishes a process for Montebello's User Fees and Charges to be reviewed and updated on an ongoing basis to ensure that fees do not exceed the City's costs of providing services; keep pace with changes in the costs of providing the services; and keep pace with changes in methods of levels of service delivery.

PURPOSE: To establish policy guidelines for setting and updating User Fees and Charges; establish cost recovery goals; and ensure compliance with State law.

REVIEW/UPDATE: A comprehensive analysis of City costs and fees should be conducted at least every three to five years. In the interim, fees will be adjusted by annual changes in labor costs as approved by the City Council or Cost of Living Adjustments. Fees may also be changed based on supplemental analysis whenever there have been significant changes in the method, level or cost of service delivery.

The City Council will approve the Master Fee Schedule each year prior to its July 1 effective date. It will then be made available to the public on the City's website.

Revised on:

APPLICABILITY: This User Fee and Charges Cost Recovery Policy applies to all general user fees and charges for services established in accordance with an adopted Master Fee Schedule. Impact Fees which fund capital improvements are not covered by this policy. Impact fees, taxes, charges, and license fees (occupancy taxes) are not covered in this policy.

POLICY: It is the policy of the City of Montebello to set User Fees and Charges based on cost recovery levels in lieu of fully subsidizing fee-related activities with General Fund dollars. It is appropriate for certain user fees to be established at a level below the related total cost of delivering the related services. The cost recovery levels are reflective of the following policy statements:

<u>Community-wide vs. Private Benefit:</u> The level of user fee cost recovery should consider the *community-wide* versus *private-benefit* nature of the program or activity. The use of general-purpose revenues is appropriate for community-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.

<u>Service Recipient vs. Service Driver:</u> The concept of the *service recipient* versus *service driver* is particularly important for regulated activities such as development review and police-issued permits. It could be argued that the applicant is not the beneficiary of the City's development review efforts and that the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.

<u>Consistency with City Goals and Policies:</u> City policies and Council goals related to the community's quality of life may also be factors in setting cost recovery levels. For example, fees can promote city-wide goals, facilitate environmental stewardship, encourage compliance with City regulations (e.g. water heater permits, minor but important permits to ensure safety) or discourage certain actions (e.g. false alarms, which negatively impact law enforcement).

Elasticity of Demand for Services: The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly-stimulated by low fees. Conversely, high levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.

Availability of Services from the Private Sector: High cost recovery levels are generally sought in situations where the service is available from other sources in order to preserve taxpayer funds for core City services. Conversely, services that are not available from other sources and are typically delivered when residents experience an emergency typically have low or zero cost recovery levels (e.g. response to a 911 call). It should be noted, that the current Master Fee Schedule for facility rentals includes a lower rate for Montebello residents and non-profit organizations than residents or businesses outside of the City of Montebello.

Feasibility of Collection and Recovery: Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

Targeted Recovery Rates: It is the intent of this policy to establish targeted recovery rates for all User Fee Related Services by Department. The following chart illustrates the targeted recovery rates for the City of Montebello:

DEPARTMENT	TARGET COST RECOVERY
General Government	
City Clerk Fees	**100%**
Finance Fees	**40-60%**
Fire Department Fees	**60-80%**
Police Department Fees	**60-80%**
Building Department Fees	**80-100%**
Planning/Code Enforcement Fees	**60-80%**
Public Works Fees	**80-100%**
Parks, Recreation & Community Services Fees	**30-50%**

ADMINISTRATION: The method of assessing and collecting user fees should be as simple as possible in order to minimize inconvenience to the users and to minimize the City's administrative cost of collection.

The cost recovery level established by the City for each fee should be sensitive to the "market" rate for such services provided by other governments, non-profit organizations, companies and individuals. However, the rates charged by others will not be the primary criteria for setting City user fees because there are many factors affecting how other communities and organizations set their rates, including:

-Planned cost recovery level
-What costs are included in calculated total cost

-The last time a comprehensive user fee study was performed
-The level of service provided

The City Manager may exempt or reduce fees where it is in the City's best interest to do so, and in accordance with business need.

When new fees become desired or necessary before the next comprehensive fee study, they will be established using the criteria used in the most recently adopted fee study and will include such considerations as estimated direct labor cost, including benefits, plus a markup representing City administrative overhead. Any such new fees will be calculated as part of each comprehensive fee study and remain in effect until the next such fee study. The new fees shall be added to the City's Master Fee Schedule.

Fee No.	Fee Title	Current Fee	Total Cost Per Unit	Recommended Fee	Council Approved Fee
	General Administration				
	Montebello Municipal Code (MMC):				
1	Complete with Binder	$180	$180	$180	$180
2	Changes and Additions - per year	$60	$60	$60	$60
3	Filing Fee (Initiative Petitions)	$200	$200	$200	$200
4	Transcription of Verbatim Copies of Minutes + Admin Overhead	$22	Actual Cost	Actual Cost	Actual Cost
	Mailed Copies of City Council Agendas:				
5	Per Meeting	$3	$1	$1	$1
6	Per year	$60	$26	$26	$26
7	Digital Copy of City Council / Commission Meetings	$5	$14	$14	$14
8	City Clerk Certification (per request)	$11	$8	$8	$8
9	Retrieval Fee, Reports and Statements, Five or More Years Old	$5	$5	$5	$5
10	Copies - per page	$0.10	$0.10	$0.10	$0.10
	Finance				
11	Copies of Budget or Financial Reports	$50	$14	$14	$14
12	Annual Financial Report	$50	$14	$14	$14
13	Copies - per page	$0.10	$0.10	$0.10	$0.10
	Returned Check:				
14	First Check	$25	$25	$25	$25
15	Subsequent Check	$35	$35	$35	$35
16	Sent to Collection Agency	Acutal Cost	Actual Cost	Actual Cost	Actual Cost
17	Delinquent Accounts sent to Collection Agency	Actual Cost	Actual Cost	Actual Cost	Actual Cost
18	Administrative Fees / Loss of Use / Damages to City Property	Actual Cost	Actual Cost	Actual Cost	Actual Cost
19	Taxicab Renewal of Permit per MMC 5.688.270	$250	$33	$33	$33
20	Dog Licenses and Tag, Regular - per year, pro-rated	$50	$104	$60	$60
21	Dog Licenses and Tag, Regular, Spayed or Neutered, per year, pro-rated	$25	$104	$30	$30
22	Dog Licenses and Tag, Senior Citizens, Age 62+	$25	$104	$30	$30
23	Dog Licenses and Tag, Senior Citizens, Age 62+, Spayed or Neutered	$10	$104	$20	$20
24	Dog Tag Replacement Fee	$3	$10	$10	$10
25	Business License Printout / List - per page	$5	$21	$21	$21
26	Business License Application / Processing Fee	$97	$80	$80	$80
27	Business License Renewal Processing Fee	$25	$31	$31	$31
28	All other changes to Business Licenses	$25	$20	$20	$20
29	Business Address Location Change	$25	$14	$14	$14
30	Business License Certificate Replacement	$12	$10	$10	$10
31	Credit Card Transaction Fee - % of Transaction Amount		4%	3%	3%
	Police				
32	Copies of Police Reports	$9	$48	$10	$10
33	Copies of Police Reports (more than 4 pages) - per page	$0.10	$1.07	$0.10	$0.10
34	Stored Vehicle Release (except recovered vehicles)	$181	$223	$223	$223
35	Impounded Vehicle Release (min 30 days)	$181	$223	$223	$223
36	DUI Impound Vehicle Release	$437	$223	$223	$223
37	Clearance Letter	$39	$32	$32	$32
38	Digital Reproduction of Photos	$22	$51	$51	$51
39	Video Reproductions	$66	$412	$165	$165
41	Request for arrestee info for pofit (per individual)	$19	$48	$19	$19
42	Citation Sign-Off	$14	$40	$15	$15
43	Bicycle Registration	$2	$5	$5	$5
44	Disturbance Call Backs	$117	$285	$117	$117
	Emeregency Response for:				
45	DUI No Injury Accident	$758	$606	$606	$606
46	DUI Injury Major Accident	$1,454	$957	$957	$957
47	Minor Curfew, Loitering or Welfare Misconduct - Cost Recovery	$145	$279	$150	$150
48	Alarm Permits - Initial	$113	$75	$75	$75
49	Annual Renewal fee for Alarm Permits	$54	$50	$54	$54
	Burglary / Robbery Alarm Activations - within 365 day period:				
50	1st False Alarm	$0	Free	Free	Free
51	2nd False Alarm	$0	Free	Free	Free
52	3rd False Alarm	$173	$304	$304	$304
53	4th False Alarm	$173	$304	$304	$304
54	5th False Alarm	$196	$304	$304	$304
55	6th False Alarm	$248	$304	$304	$304
56	7th False Alarm	$248	$304	$304	$304
57	Crime Analysis Service Fee - minimum - time and materials	$73	$62	$62	$62
58	Light Trailer - per hour	$43	Actual Cost	Actual Cost	Actual Cost
59	Live Scan Fingerprinting	$28	$32	$28	$28
60	Surrender of Firearms	$133	Actual Cost	Actual Cost	Actual Cost
61	Civil Action Subpeona for Officers	$150	$137	$137	$137
62	Preferential Parking - Application - per household	$30	$48	$30	$30
63	Preferential Parking - Renewal	$30	$48	$30	$30
64	False AlarmRenewal Permit - Senior	$25	$32	$25	$25
65	Renewal Permit - Uitlity Hardship Program	$0	$32	$13	$13
	Fire				
	Fire Administration:				
66	Emergency Medical Service Fee Pass Through:	$357	$726	$581	
67	Copies of Fire CAD and MICU Reports	$45	$44	$44	$44
68	Copies of Other Reports & Items	$45	$44	$44	$44
	Fire Prevention Fees:				
	Fire Sprinkler Systems (Commercial)				
69	Per Riser	$232	$396	$317	$317
70	Inspections	$465	$449	$449	$449
	Fire Sprinkler Systems (Residential)				
71	Per Riser	$232	$396	$317	$317
72	Inspections	$232	$224	$224	$224
	Fire Alarm / Monitoring Systems				
73	Per Panel	$232	$396	$317	$317
74	Inspections	$232	$224	$224	$224
75	Hood / Fixed / Other Suppression Systems - per system	$232	$310	$248	$248
76	Standpipe / Hose Systems - per system	$232	$310	$248	$248
77	Fire Pump Systems - per pump	$465	$310	$310	$310
78	Underground Hydrant Systems - per system	$349	$466	$372	$372
	Rack / High-Piled Storage Systems:				
79	Plans 60,000 sq. ft. and smaller	$232	$310	$248	$248
80	Plans 60,000 sq. ft. and larger	$465	$621	$497	$497
81	Spraying / Dipping / Coating Operations / Booth - per operation / booth	$232	$310	$248	$248
82	Dust Collection Systems - per system	$232	$310	$248	$248
83	Medical Gas Systems - per system	$232	$310	$248	$248
84	Pressure Vessels and / or Piping Systems - per vessel or system	$232	$310	$248	$248

Fee No.	Fee Title	Current Fee	Total Cost Per Unit	Recommended Fee	Council Approved Fee
85	Underground Pipelines - per occurrence	$232	$310	$248	$248
86	Vapor Recovery / Removal System	$232	$310	$248	$248
87	Industrial Baking / Drying	$349	$466	$372	$372
88	Hazardous Materials System - per system	$232	$310	$248	$248
89	Tank and / or Piping Installation / Removal / Abandonment / Modification	$232	$310	$248	$248
90	Special Events - per submittal	$465	$621	$497	$497
91	Fireworks Booth / Pumpkin Patches / Christmas Tree Lots - per booth / p	$232	$310	$248	$248
92	Expedited Plan Check - per submittal (after hours - 4 hr min)	$444	$792	$634	$634
93	Miscellaneous Reviews - per submittal	$465	$792	$634	$634
	Inspection Fees:				
94	High Rise Inspections - per hour	$116	$112	$112	$112
95	Requested Inspections - per hour	$116	$112	$112	$112
96	Annual Inspections - per hour	$116	$112	$112	$112
97	Reinspection with non-compliance	$232	$112	$112	$112
98	After hours inspection (incl. 4 hrs)	$465	$449	$449	$449
	Annual Permit Fees:				
99	Fire Code Permits (see Fire Code for List)	$232	$224	$224	$224
100	Fire Alarm Permit	$232	$310	$248	$248
101	Filming Operations - per location per shoot	$465	$621	$497	$497
102	Permits not previously identified in the schedule per Fire Code	$232	$310	$248	$248
103	Cost Recovery for Damage	Actual Cost	Actual Cost	Actual Cost	Actual Cost
	Other Costs / Fees:				
104	Records Research Request - per hourly	$45	$198	$158	$158
105	Subpeonas for records - per record	$15	$22	$18	$18
106	Civil Action subpeonas for firefighters	$150	$195	$156	$156
107	Building, Planning, and Engineering Plan Reviews - per hr		$198	$198	$198
108	Miscellaneous Inspections - per hour		$112	$112	$112
109	Business License Inspection		$112	$112	$112
Building Fees					
	BUILDING FLAT FEES				
110	Inspection outside of normal business hours (2 hr min)	$97	$177	$177	$177
111	Re-inspection Fee	$97	$177	$177	$177
112	Inspection	$97	$177	$177	$177
113	Additional Plan Review - per hr	$116	$212	$212	$212
114	Investigation Fee for clearance	$196	$354	$354	$354
115	Inspection for resale of SFD	$122	$230	$230	$230
116	Demolition of Building	$134	$248	$248	$248
	Plumbing Permit:				
117	Issuance	$24	$35	$35	$35
118	Plumbing Fixture or Trap or Set of Fixtures on One Trap	$24	$35	$35	$35
119	Site Sewer	$48	$88	$88	$88
120	Connection to Sewer	$48	$88	$88	$88
121	Rainwater Systems - per drain	$48	$88	$88	$88
122	Water Heater and / or Vent	$48	$88	$88	$88
	Gas Piping Systems:				
123	1-4 outlets	$48	$88	$88	$88
124	5+ more outlets	$73	$142	$142	$142
125	Industrial Waste Pretreatment Interceptor, including its trap and vent, functioning as fixture traps	$97	$177	$177	$177
126	Swimming Pool and / or Spa	$97	$177	$177	$177
127	Installation, Alteration, or Repair of Water Piping	$48	$88	$88	$88
128	Repair or Alteration of drainage or vent piing	$48	$88	$88	$88
129	lawn sprinkler system - per backflow device	$48	$88	$88	$88
130	Vacuum Breakers or Backflow protective	$48	$88	$88	$88
	Devices on tanks, vats, or for installation on unprotected plumbing fixtures:				
131	1-4 fixtures	$48	$88	$88	$88
132	5+	$10	$18	$18	$18
133	Lawn Sprinkler	$48	$88	$88	$88
	Electrical Permits:				
134	Permit Issuance:	$24	$35	$35	$35
	Branch Circuits:				
135	1-10 circuits	$48	$88	$88	$88
136	Each Additional Circuits	$29	$53	$53	$53
	For appliance branch circuits				
137	1-10 outlets	$24	$35	$35	$35
138	Each additional outlet over 10	$48	$88	$88	$88
	Appliances, Motors or other equipment:				
139	Less than 3,	$0	$0		
140	3-5 HP, KW or KVA	$48	$88	$88	$88
141	5-20 HP, KW, or KVA	$48	$88	$88	$88
142	20-50 HP, KW, or KVA	$48	$88	$88	$88
143	50-100 HP, KW, or KVA	$48	$88	$88	$88
144	100+ HP, KW, or KVA	$48	$88	$88	$88
145	Air Conditioning Uints	$48	$88	$88	$88
	Service Installations less than 600V:				
146	0-200 Amps	$73	$142	$142	$142
147	201-600 Amps	$97	$177	$177	$177
148	601-1,200 Amps	$122	$230	$230	$230
149	1,200+ Amps	$12	$18	$18	$18
150	Service Installations over 600V:	$195	$354	$354	$354
151	Temporary Power Service - Pole	$97	$177	$177	$177
152	Each additional pole	$20	$35	$35	$35
153	Busways	$25	$53	$53	$53
	Signs, outline lighting and marquees:				
154	Systems on one branch circuit	$29	$53	$53	$53
155	Each additional branch circuit	$23	$35	$35	$35
156	Flashers, Timers, or motors	$18	$35	$35	$35
157	Swimming Pools	$122	$230	$230	$230
158	Spa	$97	$177	$177	$177
	Mechanical Permits:				
159	Permit Issuance:	$24	$35	$35	$35
160	Furnace - up to 100,000 BTU / hr	$97	$177	$177	$177
161	Furnace - over 100,000 BTU / hr	$97	$177	$177	$177
162	Floor Furnace	$97	$177	$177	$177
163	Supsended Heater, Wall Heater, or Floor Mounted Heater	$97	$177	$177	$177
164	Installation, relocatio, or replacement of appliance vent	$97	$177	$177	$177
165	Repair, alteration, or addition to heating appliance, refrigeration unit, coolin	$97	$177	$177	$177

Fee No.	Fee Title	Current Fee	Total Cost Per Unit	Recommended Fee	Council Approved Fee
166	Boiler or Compressor - 3HP and up to 100,000 BTU / hr	$97	$177	$177	$177
167	Boiler or Compressor - 3-15HP and 100,000-500,000 BTU / hr	$97	$177	$177	$177
168	Boiler or Compressor - 15-20 HP or 500,000-1,000,000 BTU / hr	$97	$177	$177	$177
169	Boiler or Compressor - 30-50 HP or 1,000,000-1,750,000 BTU / hr	$122	$230	$230	$230
170	Boiler or Compressor - 50+ HP or 1,750,000+ BTU / hr	$146	$265	$265	$265
171	Air Handling Unit - up to 10,000 CFM	$146	$265	$265	$265
172	Air Handling Unit - over 10,000 CFM	$97	$177	$177	$177
173	Evaporative Cooler - other than potable	$97	$177	$177	$177
174	Ventilation Fan	$97	$177	$177	$177
175	Hood / duct	$146	$265	$265	$265
176	Domestic Incinerator	$97	$177	$177	$177
177	Commercial Incinerator	$122	$230	$230	$230
178	Any other item not classified	$122	$230	$230	$230
179	Fire Dampers	$48	$88	$88	$88
180	Installation of duct to existing system	$24	$35	$35	$35
181	Building Plan Check Fees - Percentage of Building Permit Fees	70%	54%	54%	54%
182	Expedited Plan Check - per submittal	125% of Plan Check Fee	125% of Plan Check Fee	125% of Plan Check Fee	125% of Plan Check Fee
	Building Permit / Inspection Fees				
183	Project Valuation - $1.00 to $500.00	$34.00	$263.11	$263.11	$263.11
	Project Valuation - $500.00 to $2,000				
184	First $500	$34.00	$263.11	$263.11	$263.11
185	Each Additional $100 or fraction thereof	$11.00	$5.85	$5.85	$5.85
	Project Valuation - $2,001 to $25,000				
186	First $2,000	$184.00	$350.81	$350.81	$350.81
187	Each Additional $1,000 or fraction thereof	$24.00	$41.94	$41.94	$41.94
	Project Valuation - $25,001 to $50,000				
188	First $25,000	$719.00	$1,315.54	$1,315.54	$1,315.54
189	Each Additional $1,000 or fraction thereof	$20.00	$35.08	$35.08	$35.08
	Project Valuation $50,001 to $100,000				
190	First $50,000	$1,204.00	$2,192.56	$2,192.56	$2,192.56
191	Each Additional $1,000 or fraction thereof	$18.00	$31.57	$31.57	$31.57
	Project Valuation $100,001 to $500,000				
192	First $100,000	$2,090.00	$3,771.21	$3,771.21	$3,771.21
193	Each Additional $1,000 or fraction thereof	$17.00	$10.31	$10.31	$10.31
	Project Valuation $500,001 to $1,000,000				
194	First $500,000	$8,890.00	$7,893.23	$7,893.23	$7,893.23
195	Each Additional $1,000 or fraction thereof	$17.00	$1.75	$1.75	$1.75
	Project Valuation $1,000,001 to $5,000,000				
196	First $1,000,000	$17,390.00	$8,770.26	$8,770.26	$8,770.26
197	Each Additional $1,000 or fraction thereof	$17.00	$2.19	$2.19	$2.19
	Project Valuation $5,000,001 to $10,000,000				
198	First $5,000,000	$85,390.00	$17,540.52	$17,540.52	$17,540.52
199	Each Additional $1,000 or fraction thereof	$17.00	$1.96	$1.96	$1.96
	Project Valuation $10,000,001 to $25,000,000				
200	First $10,000,000	$170,390.00	$27,363.21	$27,363.21	$27,363.21
201	Each Additional $1,000 or fraction thereof	$17.00	$2.56	$2.56	$2.56
	Project Valuation $25,000,001 to $50,000,000				
202	First $25,000,000	$425,390.00	$65,776.94	$65,776.94	$65,776.94
203	Each Additional $1,000 or fraction thereof	$17.00	$0.18	$0.18	$0.18
	Project Valuation $50,000,001 to $100,000,000				
204	First $50,000,000	$850,390.00	$70,162.07	$70,162.07	$70,162.07
205	Each Additional $1,000 or fraction thereof	$17.00	$1.75	$1.75	$1.75
	Project Valuation - $100,000,001 and over				
206	First $100,000,000	$1,700,390.00	$157,868.18	$157,868.18	$157,868.18
207	Each Additional $1,000 or fraction thereof	$17.00	$0.88	$0.88	$0.88
Planning & Code Enforcement Fees					
	Zoning Maps:				
208	Small - each - 11 x 17	$15	Actual Cost	Actual Cost	Actual Cost
209	Large - each - 24 x 36	$17	Actual Cost	Actual Cost	Actual Cost
210	Base Maps - Sheet	$15	Actual Cost	Actual Cost	Actual Cost
211	Aerial Photos - Sheet	$17	Actual Cost	Actual Cost	Actual Cost
212	General Plan plus Publication and Postage	$39	Actual Cost	Actual Cost	Actual Cost
213	Montebello Municipal Code (MMC) plus Publication and Postage	$26	Actual Cost	Actual Cost	Actual Cost
214	Appeal of Administrative Decision or Planning Commission Action	$794	Original Application Fee	Original Application Fee	Original Application Fee
215	Zoning Verification Letter	$65	$195	$98	$98
216	General Plan Amendment	$3,408	$4,883	$3,408	$3,408
217	Density Overlay - minimum deposit	$0	$10,000	$10,000	$10,000
218	Text Code Amendment	$0	$5,860	$2,930	$2,930
219	Zone Change	$3,751	$6,837	$3,751	$3,751
220	Site Plan Review	$1,481	$4,883	$2,442	$2,442
221	Civic Center Review - minimum deposit	$2,447	$10,000	$5,000	$5,000
222	Conditional Use Permit - Minor	$1,734	$5,469	$2,735	$2,735
223	Conditional Use Permit - Major	$1,734	$11,720	$5,860	$5,860
224	Conditional Use Permit - Cannabis - Minimum Deposit	$1,734	$10,000	$5,000	$5,000
225	Variance - Minor	$1,734	$5,469	$2,735	$2,735
226	Variance - Major - Minimum Deposit	$1,734	$10,000	$5,000	$5,000
227	Sign Program - Minimum Deposit	$1,734	$10,000	$5,000	$5,000
228	Adult Use Permit - Minimum Deposit	$2,146	$10,000	$5,000	$5,000
229	Planned Development Districts	$1,831	$19,533	$9,767	$9,767
230	Hilliside Plan Review - Minimum Deposit	$1,751	$10,000	$5,000	$5,000
231	Parking Management Plan - Minimum Deposit	$1,628	$10,000	$5,000	$5,000
232	Mobile Home Review	$1,692	$11,720	$5,860	$5,860
233	Tentative Tract / Parcel Maps	$2,076	$9,767	$4,883	$4,883
234	Tentative Vesting Tract / Parcel Maps	$1,628	$11,720	$5,860	$5,860
235	Lot Line Adjustment / Lot Mergers / Lot Splits / Lot Ties	$1,628	$9,767	$4,883	$4,883
	Environmental Fees:				
236	Exemption	$118	$6,837	$3,418	$3,418
237	Initial Environmental Study Review - Minimum Deposit	$1,017	$10,000	$10,000	$10,000
238	Negative Declaration - Minimum Deposit	$0	$15,000	$15,000	$15,000
239	Migitated Negative Declaration - Minimum Deposit	$0	$25,000	$25,000	$25,000
240	Environmental Impact Report - Minimum Deposit	$0	$50,000	$50,000	$50,000
241	Mitigation Monitoring Fee - Minimum Deposit	$0	$20,000	$20,000	$20,000
	Code Enforcement / Planning Fees:				
242	Temporary Use Permit	$0	$1,953	$151	$151

Fee No.	Fee Title	Current Fee	Total Cost Per Unit	Recommended Fee	Council Approved Fee
243	Film Permit	$448	$2,930	$1,465	$1,465
244	Fireworks Stand / Seasonal Lot Permit	$378	$195	$195	$195
	Temporary Sign Fees:				
245	Banners - 15 Consecutive Days	$38	$1,953	$62	
246	Banners - 30 Consecutive Days	$42	$1,953	$80	
247	Banners- Annual Permit (120 Display Days)	$69	$1,953	$320	
248	All Others	$42	$2,930	$62	
	Planning Inspections				
249	Residential		$391	$195	$195
250	Non-Residential		$781	$391	$391
251	After Hours Inspections (4 hr min + Travel Time) - per hour		$293	$147	$147
252	Business License Review	$24	$98	$49	$49
253	Courtesy Review		$4,883	$2,442	$2,442
254	Pre-Application Review		$781	$391	$391
	Public Hearing Notice:				
255	Preparation		$1,953	$977	$977
256	Newspaper		Actual Cost	Actual Cost	Actual Cost
257	Mailing		Actual Cost	Actual Cost	Actual Cost
258	After Hours Application Review - hourly		$195	$98	$98
	Administrative Decision Fee:				
259	Residential		$1,953	$977	$977
260	Non-Residential		$4,883	$2,442	$2,442
	Solar Plan Review Fee:				
261	Residential	$24	$977	$488	$488
262	Non-Residential	$24	$3,907	$1,953	$1,953
263	Development Agreement - Minimum Deposit		$10,000		
	Planning Plan Review & Inspection				
264	Residential	$24	$781	$391	$391
265	Non-Residential	$24	$2,930	$1,465	$1,465
266	Technology Fee - per permit / application		$34	$34	$34
267	General Plan Maintenance Fee - % of Building Valuation		1.40% of Valuation	1.40% of Valuation	1.40% of Valuation
Public Works / Engineering					
268	Administrative Records Research	$30	$33	$33	$33
269	Appeal of Decision	$460	$510	$510	$510
270	Change of Address - per address	$365	$403	$403	$403
271	Minor Changes / Amendments or Revisions to Plans after submittal	$433	$469	$469	$469
272	Major Changes / Amendments or Revisions to Plans after submittal	$433	Original Application Fee	Original Application Fee	Original Application Fee
	Copying:				
273	Per 8" x 11"	$1	$1	$1	$1
274	Parcel or Tract Maps - per sheet	$9	$16	$16	$16
275	Improvement Plans - per sheet	$9	$16	$16	$16
276	Curb Drains - Permit & Inspection - per location	$128	$140	$140	$140
277	Curb or Curb and Gutter - per l.f.	$128	$140	$140	$140
	Dedication / Vacation:				
278	One Lot	$1,150	$1,259	$1,259	$1,259
279	Up to 10,000 SF	$2,160	$2,369	$2,369	$2,369
280	10,001+ SF	$4,320	$4,738	$4,738	$4,738
	Driveway Approach:				
281	Residential	$286	$313	$313	$313
282	Commercial	$286	$313	$313	$313
283	Easement Checking	$720	$790	$790	$790
284	Encroachment Permit	$720	$790	$790	$790
285	Engineering Review - hourly	$125	$132	$132	$132
286	Plan Check - hourly	$90	$99	$99	$99
287	Fourth Plan Check & Subsequent - each sheet	$360	$395	$395	$395
	Geotechnical / Geological Report Review:				
288	Plan Review - per report	$365	$403	$403	$403
289	Report and / or addendum to report - per report	$360	$395	$395	$395
290	Combination Report - per report	$720	$790	$790	$790
	Grading Projects:				
	Plan Check:				
291	51-100 CY - Base	$360	$395	$395	$395
292	Per CY	$0.60	$0.66	$0.66	$0.66
293	101-1,000 CY - Base	$540	$592	$592	$592
294	Per CY	$0.10	$0.11	$0.11	$0.11
295	1,001-10,000 CY - Base	$1,350	$1,481	$1,481	$1,481
296	Per CY	$0.07	$0.08	$0.08	$0.08
297	10,0001-100,000 - Base	$1,800	$1,974	$1,974	$1,974
298	Per CY	$0.05	$0.05	$0.05	$0.05
299	100,001-500,000 CY	$5,400	$5,922	$5,922	$5,922
300	Per CY	$0.01	$0.01	$0.01	$0.01
301	500,001+ CY - Base	$10,800	$11,845	$11,845	$11,845
302	Per CY	$0.01	$0.01	$0.01	$0.01
	Permit & Inspeciton:				
303	51-100 CY - Base	$256	$280	$280	$280
304	Per CY	$0.60	$0.66	$0.66	$0.66
305	101-1,000 CY - Base	$384	$420	$420	$420
306	Per CY	$0.10	$0.11	$0.11	$0.11
307	1,001-10,000 CY - Base	$960	$1,053	$1,053	$1,053
308	Per CY	$0.07	$0.08	$0.08	$0.08
309	10,0001-100,000 - Base	$1,600	$1,752	$1,752	$1,752
310	Per CY	$0.05	$0.05	$0.05	$0.05
311	100,001-500,000 CY	$5,120	$5,610	$5,610	$5,610
312	Per CY	$0.01	$0.01	$0.01	$0.01
313	500,001+ CY - Base	$10,240	$11,228	$11,228	$11,228
314	Per CY	$0.01	$0.01	$0.01	$0.01
	Drainage / Parking Lots:				
315	Plan Check	$540	$592	$592	$592
316	Permit & Inspection	$256	$280	$280	$280
317	Hydrology Report Review - per report	$720	$790	$790	$790
318	Inspection - per hour	$64	$99	$99	$99
319	Inspection - per hour - after hours (min 4 hrs)	$96	$99	$99	$99
320	Re-inspection fee - per hour	$96	$99	$99	$99
	Landscaping:				
	Plan Check:				
321	0-15,000 sf	$420	$461	$461	$461

Fee No.	Fee Title	Current Fee	Total Cost Per Unit	Recommended Fee	Council Approved Fee
322	15,000sf - 1 acre	$600	$658	$658	$658
323	More than 1 Acre	Actual Cost	Actual Cost	Actual Cost	Actual Cost
	Permit & Inspection Fee:				
324	0-15,000 sf	$256	$395	$395	$395
325	15,000sf - 1 acre	$512	$790	$790	$790
326	More than 1 Acre	Actual Cost	Actual Cost	Actual Cost	Actual Cost
327	Lane / Street Closure - per day	$184	$288	$288	$288
328	Lot Line Adjustment	$1,000	$1,102	$1,102	$1,102
	Map Analysis				
	Plan Check:				
329	1-5 Lots / Parcels	$3,880	$4,261	$4,261	$4,261
330	6-25 Lots / Parcels	$7,400	$8,119	$8,119	$8,119
331	26-100 Lots / Parcels	$10,920	$11,977	$11,977	$11,977
332	101-150 Lots / Parcels	$36,300	$39,812	$39,812	$39,812
333	151+ Lots - per lot	$50	$49	$49	$49
334	Each subsequent submittal after three plan checks	$3,380	$3,702	$3,702	$3,702
335	Extension of Time for Final Map	$1,000	$2,270	$2,270	$2,270
336	Certficate of Compliance	$1,330	$1,456	$1,456	$1,456
337	Certificate of Correction	$1,330	$1,456	$1,456	$1,456
338	Covenant and Agreement	$500	$543	$543	$543
339	Miscellaneous Report Review - min 2 hrs - per hr	$250	$274	$274	$274
340	NPDES Fee	$500	$543	$543	$543
341	SWPP Plan Check	$360	$395	$395	$395
342	SWPP Permit & Inspection	$256	$395	$395	$395
343	Monitoring Well	$686	$790	$790	$790
344	Parkway Drain	$466	$518	$518	$518
345	Paving - Permit & Inspection - Base	$64	$99	$99	$99
346	Paving - per sq. ft.	$1	$2	$2	$2
	Sewer:				
347	Plan Check - Base	$360	$395	$395	$395
348	Plan Check - per l.f.	$1.95	$2.14	$2.14	$2.14
349	Permit & Inspection - Base	$192	$296	$296	$296
350	Permit & Inspection - per l.f.	$0.20	$0.31	$0.31	$0.31
351	Sewer Strucuture - Permit & Inspection (min 4 hrs)	$256	$395	$395	$395
352	Sewer Connection Fee - per l.f.	$35	$49	$49	$49
353	Sidewalk - Plan Check	$90	$99	$99	$99
354	Sidewalk - Permit & Inspection - Base	$90	$99	$99	$99
355	Sidewalk - Permit & Inspection - per sq. ft.	$0.60	$0.66	$0.66	$0.66
356	Stockpiling - Plan Check	$165	$181	$181	$181
357	Stockpiling - Permit & Inspection	$128	$197	$197	$197
	Storm Drain:				
358	Plan Check - Base	$360	$395	$395	$395
359	Plan Check - per l.f.	$3.00	$3.29	$3.29	$3.29
360	Permit & Inspection - Base	$320	$494	$494	$494
361	Permit & Inspection - per l.f.	$3.50	$5.40	$5.40	$5.40
362	Storm Drain - per drain	$857	$938	$938	$938
363	Storm Drain Structure - Plan Check (min 2 hrs)	$186	$197	$197	$197
364	Storm Drain Structure - Permit & Inspection (min 3 hrs)	$192	$296	$296	$296
	Streets:				
	Plan Check:				
365	1-10,000 SF - base	$360	$395	$395	$395
366	Per Sq. Ft.	$0.18	$0.20	$0.20	$0.20
367	10,001+ SF - Base	$1,435	$1,579	$1,579	$1,579
368	Per Sq. Ft.	$0.05	$0.05	$0.05	$0.05
369	Permit & Inspection - Base	$256	$395	$395	$395
370	Per Sq. Ft.	$0.10	$0.15	$0.15	$0.15
371	Street Lighting - Plan Check	$360	$395	$395	$395
372	Street Lighting - Permit & Inspection	$128	$197	$197	$197
373	Time Extension	$500	$543	$543	$543
374	Traffic Control - Plan Check - Initial	$180	$197	$197	$197
375	Traffic Control Plan Check - subsequent	$90	$99	$99	$99
	Traffic Study:				
376	Plan Check - 1st submittal	$2,000	$2,196	$2,196	$2,196
377	Plan Check - subsequent	$250	$271	$271	$271
378	Each Letter Report	$250	$271	$271	$271
379	Traffic & Transportation Issues	$720	$790	$790	$790
380	Transportation Permit - per trip	$18	$25	$25	$25
	Utilities:				
381	Plan Check - hourly	$180	$197	$197	$197
	Permit & Inspection Fee:				
382	0-50 feet	$121	$197	$197	$197
383	51-250 feet	$171	$197	$197	$197
384	per l.f.	$0.55	$0.85	$0.85	$0.85
385	251-1,000 feet	$227	$427	$427	$427
386	per l.f.	$0.45	$0.69	$0.69	$0.69
387	1,000+ feet	$578	$888	$888	$888
388	per l.f.	$0.35	$0.54	$0.54	$0.54
	Water:				
389	Plan Check	$180	$197	$197	$197
	Permit & Inspection:				
390	0-50 feet	$85	$131	$131	$131
391	51-250 feet	$149	$230	$230	$230
392	per l.f.	$0.55	$0.85	$0.85	$0.85
393	251-1,000 feet	$277	$427	$427	$427
394	per l.f.	$0.45	$0.69	$0.69	$0.69
395	1,000+ feet	$533	$822	$822	$822
396	per l.f.	$0.35	$0.54	$0.54	$0.54
397	Commercial Tree Removal	$0	Actual Cost	Actual Cost	Actual Cost
398	Minor / Temporary Encroachment Permit (e.g. Dumpster or Rolloff Trash Bi	$0	$99	$99	$99
399	Dumpster Encroachment	$0	Actual Cost	Actual Cost	Actual Cost
400	On Street Blue Curb Application	$0	$197	$197	$197
401	On Street Blue Curb Installation	$0	Actual Cost	Actual Cost	Actual Cost
402	Speed Hump Application	$0	$296	$296	$296
403	Over-The Counter Plan Review - per hour	$0	$99	$99	$99
404	Preferential Parking Application	$0	$790	$790	$790
Parks and Recreation Fees					
	Adult Sports:				
405	Softball & Fast Pitch	$290	$1,079	$320	$320

Fee No.	Fee Title	Current Fee	Total Cost Per Unit	Recommended Fee	Council Approved Fee
406	Basketball	$290	$1,009	$320	$320
407	Football	$290	$1,122	$320	$320
408	Volleyball	$290	$1,047	$320	$320
	Youth Sports:				
409	Flag Football	$50	$326	$60	$60
410	Soccer	$50	$224	$60	$60
411	Basketball	$50	$300	$60	$60
412	Cheerleading	$50	$198	$55	$55
413	Track & Field	$50	$164	$50	$50
414	T-Ball / Baseball / Softball	$50	$253	$70	$70
	Summer Aquatics:				
415	Rec Swim	$3	$6	$3	$3
416	Lap Swim	$3	$2	$3	$3
417	Lessons	$25	$36	$50	$50
418	Street Banner Hanging:	$155	$417	$190	$190
	CAMPS:				
419	Winter Camp	$90	$311	$100	$100
420	Summer Camp	$90	$269	$100	$100
421	Spring Camp	$90	$311	$100	$100
422	Annual Registration Fee	$25	$56	$25	$25
	EXTENDED CHILD CARE				
423	Full Time Before & Afterschool	$125	$406	$130	$130
424	Afterschool Only	$105	$314	$110	$110
425	Annual Registration Fee	$25	$56	$25	$25
426	Non-Instructional Day Care - per day	$20	$73	$35	$35
	Montebello Playschool Program				
427	Session Fee	$260	$1,152	$275	$275
428	Material / Registration Fee	$65	$71	$65	$65
429	Refund Processing Fee	$25	$56	$25	$25

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 Landscape Maintenance Services Contract (RFP # 18-52)

DATE: July 11, 2018

RECOMMENDATION

It is recommended that City Council:

1. Award a contract for landscape maintenance services in the amount of $25,706 annually to Mariposa Landscapes Inc., per Request for Proposals (RFP) # 18-52, and
2. Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

On May 31, 2018, the City issued Request for Proposal (RFP) No. 18-52 for Landscape Maintenance Services (Golf Course and Quiet Cannon). The solicitation was noticed in "The Wave" newspaper (on May 31, 2018), the Greensheet, and Planet Bids (via the City Website). A copy of the RFP is available in the City Clerk's Office.

The scope of work/services to be provided, as stated in the RFP, includes landscape maintenance services of the perimeter of the Hilton Garden Inn Hotel, Quiet Cannon, Golf Course entry monument, street median and guard shack on Via San Clemente, and other minor areas of the Golf Course Complex, as identified in the RFP.

On June 20, 2018, the City received four (4) proposals in response to RFP No. 18-52.

ANALYSIS

The following companies submitted responses to the RFP:

Company
ADCO Services, Inc.
Mariposa Landscapes, Inc.
Saldana Landscape, Inc.

Stay Green, Inc.

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

1) Experience in providing the same or similar services.
2) Projected Annual Cost on a Monthly Rate not to Exceed basis, to perform the required services as stated in the Scope of Work.
3) Oral and written communication abilities.
4) References.
5) Responsiveness to Scope of Work.

Below are the average panel scores for each firm:

Company	**Average Score**
Mariposa Landscapes, Inc.	93.0
ADCO Services, Inc.	79.0
Saldana Landscape, Inc.	73.5
Stay Green, Inc.	19.0

Below are the final rankings:

Company	**Ranking**
Mariposa Landscapes, Inc.	1
ADCO Services, Inc.	2
Saldana Landscape, Inc.	3
Stay Green, 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 Mariposa Landscapes, Inc.

FISCAL IMPACT

Funds for the proposed services have been allocated in the FY 2018/19 Maintenance and Operations Budget for the Hilton Garden Inn Hotel, Quiet Cannon and Golf Course. The contract term is three (3) years with an option to extend the contract for two (2) one-year terms.

SUMMARY

On May 31, 2018, the City issued Request for Proposal (RFP) No. 18-52 for Landscape Maintenance Services (Golf Course and Quiet Cannon). There were four (4) responses to the RFP. The City Council will consider awarding an annual contract for the proposed services to Mariposa Landscapes, Inc., in the amount of $25,706 and will consider authorizing the Acting City Manager to execute the contract on behalf of the City.

ATTACHMENT

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 landscape maintenance 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 (May 31, 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. <u>TERMINATION.</u>

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. For 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.

Comment [TO1]: Ten or thirty?

SECTION 8. <u>EMPLOYMENT OF CITY EMPLOYEES.</u>

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

SECTION 9. <u>NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.</u>

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 an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

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

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

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

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

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

SECTION 21. NOTICE.

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

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 a Contract for Annual Concrete and Sidewalk Repairs, RFP 18-49 to CEM Construction Corporation

DATE: July 11, 2018

RECOMMENDATION

That the City Council award a contract for annual concrete and sidewalk repairs (RFP 18-49) to CEM Construction Corporation in the amount of $277,200 for sidewalk repairs.

BACKGROUND

The City of Montebello is responsible for the maintenance of concrete improvements including sidewalk curb and gutter, cross gutters and sidewalk ADA ramps. Damaged concrete improvements throughout the City need to be repaired and restored to a safe condition. On average, the City spends approximately $100,000 per year performing concrete and sidewalk repairs throughout the City; this will be reflected in the final FY 2018/19 Capital Improvement Budget.

On May 7, 2018 four (4) bids were received for RFP 18-45 for Annual Concrete and Sidewalk Repairs. The low bid was $742,049.00.

On May 23, 2018 all bids were rejected because the bids were too high and City Council authorized Staff to rebid the contract with a reduced scope of work to fit the City's budget. Staff revised the scope of service and advertised RFP 18-49 on Planet Bids.

ANALYSIS

On June 12, 2018, a non-mandatory Pre-Bid meeting was held in the City Council Chambers. On June 20, 2018 five (5) bids were received as per attached Bid Summary. Horizon Construction, who was the lowest bidder, submitted their bid with no unit price for one of Bid Item. Staff recommends that this bid be considered non-responsive and that City Council reject it. The second lowest bidder, CEM Construction Corp., submitted a responsive bid complete with Addendums. CEM is a reputable contractor with extensive experience and qualified staff to perform the work required by the City. Therefore, CEM Construction Corp. is the apparent lowest responsive and responsible bidder.

The term of this contract is three (3) years (with an option to extend the contract for two (2) additional one-year contracts from the date of inception. Contract Unit Prices will be in effect for the initial term of the contract (3 years) with no adjustment available.

FISCAL IMPACT

Funding for the proposed contractual services will be approved and allocated in the FY 2018-19 Capital Improvement Budget.

SUMMARY

The City Council is asked to award a contract for Annual Concrete and Sidewalk Repairs to CEM Construction Corporation in the amount of $277,200.00 and authorize the Acting City Manager to execute the Contact Agreement.

ATTACHMENTS

Bid Summary
Agreement

RFP 18-49

ANNUAL CONCRETE AND SIDEWALK REPAIRS

6/20/2018

	Bidder No. 1			Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5	
	Horizons Construction Co.			CEM Construction Corp		Hardy & Harper, Inc.		Kalban, Inc.		Aramexx Group, Inc.	
	Est.	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
BID ITEM	QTY.	Price	AMT	Price	AMT	Price	AMT	Price	AMT	Price	AMT
4" AC on Native Material											
500 to 1500 SF	600	$ 10.50	$6,300.00	$ 15.75	$9,450.00	$ 9.00	$ 5,400.00	$ 10.00	$6,000.00	$ 28.00	$16,800.00
4" PCC Sidewalk											
500 to 1500 SF	1000	$ 8.91	$8,910.00	$ 13.75	$13,750.00	$ 12.00	$12,000.00	$ 12.00	$12,000.00	$ 17.00	$17,000.00
> 1500 SF	10000	$ 7.89	$78,900.00	$ 7.75	$77,500.00	$ 10.00	$100,000.00	$ 12.00	$120,000.00	$ 13.00	$130,000.00
Cross Gutter - 8" Thick											
500 to 1500 SF	1000	$ 12.60	$12,600.00	$ 14.75	$14,750.00	$ 17.00	$17,000.00	$ 20.00	$20,000.00	$ 23.00	$23,000.00
X-Gtr Spandrel - 8" Thick											
500 to 1500 SF	1000	$ 12.60	$12,600.00	$ 14.75	$14,750.00	$ 17.00	$17,000.00	$ 20.00	$20,000.00	$ 23.00	$23,000.00
D/W Apron - 6" Thick											
500 to 1500 SF	1000	$ 11.60	$11,600.00	$ 16.00	$16,000.00	$ 12.00	$12,000.00	$ 13.00	$13,000.00	$ 19.00	$19,000.00
> 1500 SF	4000	xxx	xxxx	$ 8.75	$35,000.00	$ 10.50	$42,000.00	$ 13.00	$52,000.00	$ 18.00	$72,000.00
8"x 2' Curb and Gutter											
500 to 1500 SF	1000	$ 47.25	$47,250.00	$ 48.00	$48,000.00	$ 47.00	$47,000.00	$ 70.00	$70,000.00	$ 73.00	$73,000.00
6"x 2' Curb and Gutter											
500 to 1500 SF	1000	$ 46.20	$46,200.00	$ 48.00	$48,000.00	$ 50.00	$50,000.00	$ 70.00	$70,000.00	$ 70.00	$70,000.00
TOTAL BID			**$224,360.00**		**$277,200.00**		**$302,400.00**		**$383,000.00**		**$443,800.00**

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."

<u>RECITALS</u>

WHEREAS, the CITY desires to retain a qualified professional contractor to provide concrete and sidewalk repair 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. <u>SERVICES / COMPENSATION.</u>

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Annual Concrete and Sidewalk Repairs 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 to perform all work requested 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. <u>TERM.</u>

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.

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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. <u>INDEMNIFICATION.</u>

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. <u>INSURANCE COVERAGE.</u>

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.

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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.

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

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

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

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

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

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

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

SECTION 21. <u>NOTICE.</u>

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. <u>NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.</u>

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. <u>CONFLICT OF INTEREST.</u>

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. <u>ENTIRE AGREEMENT.</u>

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

Exhibit “A”
Request for Proposals

Exhibit “B”
Schedule of Compensation

PERFORMANCE BOND

(TO BE EXECUTED WITHIN 5 (FIVE) DAYS OF CONTRACT AWARD)

________________________ PROJECT
R.F.P. #____-__-__

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS the CITY of Montebello (Owner) has awarded to __________, as principal hereinafter designated as the "Contractor," a contract to provide services for the ________________ PROJECT, R.F.P. #____-__-__.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the Owner in the penal sum of _________________ Dollars ($ ___________), which is _______ percent of the total contract amount for the above stated project, to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the _____day of ____________________________, 20_____.

CONTRACTOR SURETY

_________________________________ _____________________________________

Subscribed and sworn to this __________day of _____________, 2018.

Notary Public ____

PAYMENT BOND

(TO BE EXECUTED WITHIN FIVE (5) DAYS OF CONTRACT AWARD)

_________________ PROJECT
R.F.P. # ____-__-__

WHEREAS, the CITYof Montebello (Owner) has awarded to ________________, as Contractor, a contract to provide services for the _______________PROJECT R.F.P. #_____-__-__.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the CITYof Montebello as Owner in the penal sum of ___________________ Dollars ($ __________ _________) which is 100 percent of the total contract amount for the above stated project, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _______________, 20____.

CONTRACTOR | SURETY

_________________________________ | _____________________________________

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

Notary Public ____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
)ss
COUNTY OF)

____
being first duly sworn, deposes and says that he is

____
(sole owner, a partner, president, etc.)

of ____,
the party making the foregoing bid, in accordance with the Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agency thereof, or to any other individual, except to such person or persons who have a partnership of other financial interest with said bidder in his general business.

Also

Signed ______________________________

____
Title

Subscribed and sworn to before me this _______ day of _______________, 2018.

____

Notary Public

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the CITY of Montebello prior to performing any work on this contract:

> 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 to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR:

____

____

____
(*signed* Name, Title of Authorized Signer)

____

CITY OF MONTEBELLO
Transportation Department

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Revisions to City's Administrative Policy V-B-38.02 - Federal Drug And Alcohol Regulations (FTA)

DATE: July 11, 2018

RECOMMENDATION:

It is recommended that the City Council approve the revisions of the City's Administrative Policy V-B-38.02 – Federal Drug and Alcohol Regulations (FTA) to comply with recent changes and new regulatory amendments to the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA) 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs") and 49 CFR Part 655, as amended ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations").

SUMMARY:

1. The City of Montebello Transportation Department provides directly operated fixed route services, and contracted semi-fixed route and demand-responsive services that collectively serve the City of Montebello and surrounding communities.

2. The Transportation Department is an eligible recipient of federal financial assistance and is required to maintain compliance with regulations promulgated by the U.S. Department of Transportation ("DOT") and the Federal Transit Administration ("FTA"), and include the following: DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655, as amended ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and California Government Code Sections 8350 et seq. ("Drug-Free Workplace Act of 1990").

3. On November 14, 2012, City Council approved the addition of the Administrative Policy V-B-38.02, regarding federal drug and alcohol regulations which applies to all City of Montebello's Transportation Department who perform "safety-sensitive" functions, such as operating vehicles or maintaining vehicles or equipment. This

policy only applies to those employees who are subject to the U.S. Department of Transportation (DOT) and the Federal Transit Administration (FTA) regulations.

4. With the assistance of a professional substance abuse policy consultant, the Administrative Policy V-B-38.02, Federal Drug and Alcohol Regulation (FTA), was revised to conform the policy to the regulatory amendments to Part 40 and Part 655 and to clarify language that may be confusing to affected employees.

5. Once approved, the City will be required to provide a copy of the revised Administrative Policy V-B-38.02 Federal Drug and Alcohol Regulations (FTA) to all safety-sensitive employees.

<u>BACKGROUND/ANALYSIS:</u>

Attached for the City Council's consideration are the recommended revisions pertaining to the City's Administrative Policy for Federal Drug and Alcohol Regulations (FTA).

<u>CONCLUSION:</u>

Staff recommends City Council approve the revisions to the City's Administrative Policy V-B-38.02, Federal Drug and Alcohol Regulation (FTA), to ensure compliance with federal mandates.

<u>FISCAL IMPACT:</u>

There is no adverse impact on the General Fund.

<u>ATTACHMENTS:</u>

Revised Administrative Policy

CITY OF MONTEBELLO **NUMBER: V-B-38.02**

ADMINISTRATIVE POLICY **EFF. DATE: 11/14/2012**

SUBJECT: FEDERAL DRUG AND ALCOHOL REGULATIONS (FTA)

POLICY STATEMENT

The City of Montebello (hereinafter referred to as "the City") Transportation Department in operating the Montebello Bus Lines ("MBL" herein) is dedicated to providing safe, dependable and efficient transportation services to our customers. We recognize that our safety-sensitive employees' use of illegal drugs and misuse of alcohol poses a significant risk to public safety, as well as the employee's health and well being. In view of this, the City has adopted this Policy ("Policy" herein) for MBL that is designed to:

Create a work environment free from the adverse effects of drug abuse, alcohol misuse, and use of impairing prescription or over-the-counter drugs; deter and detect employees' use of illegal drugs and misuse of alcohol; prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances; encourage employees to seek professional assistance anytime personal problems, including drug or alcohol dependency, adversely affect their ability to safely perform their assigned duties; and **discipline employees who violate the Policy, up to and including termination.**

PURPOSE: To assure employee fitness for duty and to protect our employees, passengers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs. This Policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include the regulations promulgated by the U.S. Department of Transportation ("DOT") and the Federal Transit Administration ("FTA"), and include the following: DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs") (hereinafter referred to as "Part 40"); FTA 49 CFR Part 655, as amended ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations") (hereinafter referred to as "Part 655"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and California Government Code Sections 8350 et seq. ("Drug-Free Workplace Act of 1990"). This Policy incorporates the requirements of above regulations for safety-sensitive employees.

NOTE: Additional requirements and/or disciplinary actions established under the MBL authority are entered in **bold-faced type.** Requirements of the Drug-Free Workplace Act (DFWA) are in *Italics.*

APPLICATION: This Policy applies to all employees of MBL defined as "safety-sensitive" under the FTA regulations (Part 655); see also Section D herein. It applies to off-site lunch periods or breaks when an employee is scheduled to return to work or is on-call. **Visitors, invitees, and vendors also are prohibited from entering the premises and from conducting any work on behalf of the City when illegal substances are present in their system, or the odor of alcohol is present on their breath. In addition, this Policy applies to contractors who have employees performing safety-sensitive functions on City vehicles and/or property.**

POLICY: A. PRE-EMPTION OF STATE AND LOCAL LAWS

If any conflict occurs between State and local laws and any requirement of the above-mentioned Federal regulations, the Federal regulations shall prevail. However, Federal regulations do not pre-empt provisions of State criminal laws that impose sanctions for reckless conduct attributed to prohibited drug use or alcohol misuse, whether the provisions apply specifically to transportation employees, employers, or the public in general.

B. EDUCATION AND TRAINING

The education and ongoing awareness component of this Policy will include display of posters, distribution to all covered employees and representatives of employee organizations of the drug and alcohol policy and other informational materials, and periodic information seminars. Each employee will be required to sign an acknowledgment form indicating that they have received a copy of the current policy.

As required by FTA regulations, the City will provide to all safety-sensitive employees a minimum of sixty (60) minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors or company officials who are authorized to make reasonable suspicion testing referrals shall receive sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, and at least sixty (60) minutes of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse.

C. CONTACT PERSON

Any questions about this Policy or any aspect of the company's drug- and alcohol-free program should be referred to the following:

Jose Medrano
Drug and Alcohol Program Manager (DAPM)
400 South Taylor Avenue, Montebello, CA 90640
Phone Number: (323) 558-1625 ext. 201
Fax Number: (323) 887-4643

D. COVERED EMPLOYEES

As a condition of employment, safety-sensitive employees are required to submit to drug and alcohol tests administered in accordance with 49 CFR Parts 40 and 655, as amended. A refusal to submit to a test as directed will carry the same consequences as a positive test result as stated in this Policy. (Please refer to Appendix B for specific circumstances or behaviors that are considered a refusal to test.) As defined by the FTA, "safety-sensitive employees" include those who perform, or may be called upon to perform, the following safety-sensitive functions:

1. Operating a revenue service vehicle, even when it is not in revenue service;
2. Operating a non-revenue service vehicle when required to be operated by a Commercial Driver's License (CDL) holder;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.
5. Carrying a firearm for security purposes.

Supervisors are considered safety-sensitive only if they perform, or may be called upon to perform any of the above safety-sensitive functions.

MBL has analyzed actual job duties performed, or may be called upon to perform, by all of its employees and has determined that the job classifications listed below are considered "safety-sensitive" for the purposes of this Policy.

- Bus Operator
- Transit Dispatch Supervisor
- Transit Operations Supervisor
- Transit Operations Manager
- Equipment Mechanic A
- Equipment Service Worker
- Body Shop Mechanic
- Shop Maintenance Supervisor
- Vehicle Maintenance Manager
- Transit Police

E. DRUGS (OR THEIR METABOLITES) TESTED FOR

- Marijuana
- Cocaine
- Opioids
  - Codeine
  - Morphine
  - Heroin (6-AM)
  - Hydrocodone
  - Hydromorphone
  - Oxycodone
  - Oxymorphone
- Amphetamines
  - Amphetamine
  - Methamphetamine
  - MDMA (methylenedioxymethamphetamine)
  - MDA (methylenedioxyamphetamine)
  -
- Phencyclidine (PCP)

F. PROHIBITED BEHAVIORS

Illegal Drugs: The prohibited drugs listed in Section E are illegal and employees are prohibited from consuming any of them at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Employees may be tested for illegal drugs anytime they are on duty or subject to duty.

Prescription or Over-the-Counter Medications: MBL recognizes the safety risks associated with employee use of certain prescription and over-the-counter medications that affect work performance. Under this Policy, the appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of medications that cause drowsiness or fatigue, or those that carry warning labels which caution against the operation of machines, heavy equipment, or automobiles, is strictly prohibited while performing safety-sensitive work. Covered employees are required to notify their manager or supervisor regarding the use of such medication, and may not perform any safety-sensitive function, if their medication carries a warning label that mental functioning, motor skills or judgment may be adversely affected. The only exception to this is if the medication is being used in accordance with the instructions of a physician who has provided a written determination that the substance will not adversely affect the employee's ability to safely perform safety-sensitive duties. The employee must then provide his or her manager or supervisor with a copy of the medical authorization. While observing confidentiality rules with regards to medical information and records, MBL will make the final determination whether or not to allow the employee to perform any safety-sensitive work, or require the employee to see a company-approved physician.

The employee is responsible for describing his or her safety-sensitive duties to the physician and obtaining from an appropriate medical professional information on whether or not the drug might impair his or her ability to perform his or her duties safely and effectively. If possible, employee must ask for alternative medicine, dosage or schedule that does not jeopardize safety.

A prescription is considered valid only if it is in writing and indicates the employee's name, date, the name of the medication, quantity or amount to be taken, dosage, frequency, method of administration, and refills (if any).

Alcohol: Safety-sensitive employees are prohibited from consuming alcohol in any form:

- While performing safety-sensitive functions (see Section D);
- Within four (4) hours prior to performing safety-sensitive functions;
- While they are on call; or
- Within eight (8) hours following an accident requiring a post-accident alcohol test, unless the test was completed within 8 hours.

Alcohol tests are conducted only just before, during, or just after the employee's performance of a safety-sensitive function. **If a covered employee's alcohol test result is equal to or greater than 0.02 but less than 0.04, the employee will be immediately removed from duty, referred to a substance abuse counselor, and, under City authority, will be subject to suspension without pay for five (5) days. The employee will not be allowed to return to safety sensitive duties until he or she completes the return-to-duty process prescribed by the substance abuse counselor.** An alcohol test result of 0.04 or above will result in immediate removal from safety-sensitive duties, referral to a SAP, **and disciplinary action as described in Section L (Consequences) of this Policy.**

G. TYPES OF TESTING

PRE-EMPLOYMENT TESTING: Candidates for employment in safety-sensitive positions, or any employee transferring from a non-safety-sensitive to a safety-sensitive position, will be required to undergo a pre-employment drug test at a time and place designated by MBL. A verified negative drug test result must be received by MBL before an employee or candidate can be allowed to perform any safety-sensitive function for the first time. If a pre-employment test is canceled, the individual will be required to undergo another test and successfully pass the test.

Subject to the candidate's written consent, MBL will check on the drug and alcohol testing background of candidates and employees being considered for final selection into any safety-sensitive position within MBL. This information will be obtained from the individual's previous DOT employer(s) within the last two years. If the individual refuses to provide the written consent, he or she will not be hired into the safety-sensitive position. In addition, if the individual has had a positive DOT pre-employment drug or alcohol test, or has refused such a test within the last two years, he or she will not be hired until and unless the individual has provided a documentation of successful completion of the return-to-duty process, which includes a SAP referral, evaluation and treatment plan. (See also, Section M herein)

An employee who has not performed any safety-sensitive function for at least 90 consecutive calendar days (regardless of the reason) and has been out of the random pool during that period must pass a pre-employment drug test before he or she is allowed to return to safety-sensitive work.

REASONABLE SUSPICION TESTING: Whenever a supervisor (or other MBL official) has reason to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse, reasonable suspicion testing will be conducted. The referral will be made by a trained supervisor or company official based on the specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The supervisor/official who makes the referral need not be the employee's own supervisor, as long as he or she has received training in detecting the signs and symptoms of drug use and alcohol misuse. The supervisor's observations will be documented and such documentation shall be kept in the employee's confidential drug and alcohol testing file.

A reasonable suspicion alcohol test will be conducted only if the reasonable suspicion observation is made just before, during, or just after the employee's performance of safety-sensitive function. If the alcohol test is not conducted within two hours, reason for the delay must be documented and kept in the employee's reasonable suspicion test file. All attempts to complete the alcohol test must cease after eight hours.

Once a supervisor or company official has made a reasonable suspicion determination, he or she must remove the employee from performing any safety-sensitive functions and arrange to have the employee accompanied to the testing site immediately. A supervisor or company official will remain with the employee at the testing site until all tests are completed. While awaiting test results, the employee shall remain on paid status in accordance with the employee's regular work schedule, unless the employee is suspended for any additional purposes concurrent with the waiting of the test results. An employee whose drug test and/or alcohol test produces a negative result shall be promptly returned to his or her regular work.

POST-ACCIDENT TESTING: Any covered employee operating a public transportation vehicle at the time of an accident shall be required to submit to drug and alcohol tests as soon as practicable after the accident. For purposes of this Policy, "accident" is defined as an accident involving a public transportation vehicle where the result is:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene;
- The public transportation vehicle (if bus, electric bus, van, or automobile) or any other vehicle(s) involved in the accident suffers a disabling damage as a result of the accident and is transported away from the scene by a tow truck or other vehicle; or
- The public transportation vehicle (if rail car, trolley car, trolley bus, or vessel) is removed from revenue service.

Fatal Accidents: Whenever there is a loss of human life, any surviving employee operating the company vehicle at the time of the accident shall be tested for drugs and alcohol. Any safety-sensitive employee not in the vehicle but whose performance could have contributed to the accident also shall be tested.

Non-fatal Accidents: Following non-fatal accidents, the employee operating the vehicle at the time of the accident shall be tested unless his or her performance can be completely discounted as a contributing factor to the accident. Any other safety-sensitive employee whose performance could have contributed to the accident also shall be tested.

Other Post-Accident Testing Requirements: Employees involved in an accident that requires testing must remain readily available for testing, including notifying MBL of their location if they leave the scene of the accident before testing to obtain emergency medical care, or to obtain assistance in responding to the accident. They will be considered to have refused to submit to testing if they fail to do so.

Employees are prohibited from using alcohol for eight hours following an accident or until the post-accident testing is completed, whichever occurs first. Every effort will be made to conduct alcohol testing within two hours after the accident. In the event the alcohol test is delayed beyond two hours, MBL will prepare and maintain a record stating the reason(s) for the delay. If an alcohol test is not administered within eight hours following the accident, MBL will cease all efforts to administer the test and document the reason for the inability to test. In the event a drug test is not administered within 32 hours from the time of the accident, MBL will cease all attempts to administer the drug test and document the reason for the inability to test. This requirement should not be construed to delay the necessary medical attention for injured people following the accident.

If MBL is unable to perform post-accident tests within the required period of compliance, MBL will use the post-accident test results administered by Federal, State or local officials under their own authority, provided the test conforms to the applicable testing requirements and the results are obtained by MBL.

Following a post-accident test, the Drug and Alcohol Program Manager (DAPM) will determine whether or not the employee is allowed to perform any safety-sensitive duties while waiting for test results (i.e. serious or fatal accident.) If the employee is not allowed to perform any safety-sensitive function, the employee

shall remain on paid status while awaiting test results in accordance with the employee's regular work schedule, unless the employee is suspended for any additional purpose concurrent with the waiting of the test results. An employee whose drug test and/or alcohol test produces a negative result shall be promptly returned to his or her regular work.

RANDOM TESTING: Safety-sensitive employees are required to undergo random drug and alcohol tests to deter use of prohibited drugs and misuse of alcohol. The random selection will be conducted using a scientifically valid method, such as a random number table or a computer-based random number generator which gives each covered employee an equal chance of being selected every time a selection is made. As is the nature of the random method, it is possible that some employees will be selected several times in one year, and other employees not for several years. Management does not have any discretion on who will be selected.

A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before, or just after the performance of such functions. Random testing for drugs may occur anytime the employee is on duty.

Every effort will be made by MBL to spread random testing reasonably throughout the calendar year, all days of the week, and all hours when safety-sensitive functions are performed. The testing dates and times are unannounced and employees are required to immediately proceed to the designated collection site following notification.

MBL will conduct random drug and alcohol tests at a minimum annual percentage of covered employees as required by the FTA. The rates are subject to change on an annual basis, depending on the industry-wide positive rate determined by the FTA from the annual Drug & Alcohol Management Information Systems ("DAMIS") reports submitted by covered employers.

RETURN-TO-DUTY TESTING: **MBL has a "zero tolerance" policy**. In the unusual event that an employee who has refused a required test, has a verified positive, adulterated or substituted drug test result, or tests positive for alcohol at 0.04 or greater, is allowed to return to safety-sensitive duties, he or she must first complete the return-to-duty process. This includes evaluation by a SAP, successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02. All Return-to-Duty drug tests will be conducted under direct observation.

If the alcohol test result is 0.02 or above but below 0.04, under the City's own authority, the employee will be referred to a substance abuse counselor and the return-to-duty tests will be conducted as non-DOT using non-Federal or non-DOT testing forms.Under the City's own authority, employees who are allowed to return to work after a policy violation will be required to sign a Re-entry Agreement (See Appendix A).

FOLLOW-UP TESTING: In addition to the Return-to-Duty test described above, an employee who previously tested positive for drugs or alcohol, or refused to take a required test (including MRO reports of adulteration or substitution), shall be subject to follow-up testing for drugs and/or alcohol, as prescribed by the SAP **or the substance abuse counselor**, for a minimum period of 12 months to a maximum of five years. The employee shall undergo at least six follow-up tests during the first 12 months of his or her return to work. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of testing will be designated by the SAP or **the substance abuse counselor**, but the actual follow-up testing dates will be decided by the employee's manager or supervisor. Like Return-to-Duty tests, all Follow-Up drug tests will be conducted under direct observation.

Follow-up testing after an alcohol violation of 0.02 or above but below 0.04 will be conducted as non-DOT tests under the City's own authority.

H. DRUG & ALCOHOL TESTING PROCEDURES

All DOT drug and alcohol tests required under this Policy will be administered in accordance with the "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (Part 40), as amended.

Prior to the test, the employee must present a government-issued or employer-issued photo ID (e.g., driver's license or employee ID) for proper identification. Throughout the testing process, the privacy of the employee will be protected and the integrity and validity of the process will be maintained. The drug testing procedure will include a split specimen collection method and use of a federal Custody and Control Form with a unique identification number to ensure that the correct test result is attributed to the correct employee. An initial screening test using an immunoassay technique will be performed. If the specimen is positive for one or more of the drugs tested, then a confirmation test will be performed using a state-of-the-art confirmatory method authorized in Part 40. If the test is confirmed positive, the MRO will conduct a verification process, which includes giving the employee an opportunity to provide a valid medical explanation for the positive test result.

Additionally, the laboratory will conduct specimen validity testing to determine if a urine specimen has been adulterated, substituted, or diluted. If the MRO reports a "negative-dilute" test result, MBL will direct the employee to take a second test with no advance notice, and depending on the creatinine level reported by the laboratory to the MRO, the second collection may be directly observed. Should the second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO. The result of the second test will be the test of record.

If the laboratory reports to the MRO an "Invalid Result" or "Rejected for Testing" (because of a fatal or uncorrectable flaw), a recollection may be required by the MRO, and depending on the circumstances, the recollection may be directly observed.

Tests for alcohol concentration will be conducted using an alcohol screening device and an evidential breath testing (EBT) device if the screen test is at 0.02 BAC or greater. A DOT Alcohol Testing Form will be used and a unique sequential number will be assigned to each test.

Detailed drug and alcohol specimen collection procedures are available upon request from the Contact Person identified in Section C of this Policy.

I. DIRECTLY- OBSERVED URINE SPECIMEN COLLECTION

Under the following circumstances, the employee will be directed to undergo an immediate urine specimen collection under direct observation with no advance notice:

- If the laboratory reported to the MRO that a specimen is invalid and there was no adequate medical explanation for the result;
- If the MRO reported that the original positive, adulterated, or substituted test result had to be canceled because the split specimen testing could not be performed;
- If the drug test is a return-to-duty or a follow-up test;
- If the collector observes materials brought to the collection site or employee conduct that clearly indicates an attempt to tamper with a specimen;
- If the temperature on the original specimen was out of range;
- If the original specimen appeared to have been tampered with; or
- If the previous specimen was negative dilute with creatinine between 2 to 5 mg/dl.

The observer shall be the same gender as the employee, but need not be a trained collector. Prior to the collection, the observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; lower clothing and underpants; and to turn around to show the observer that he or she is not wearing any type of prosthetic or other device that could be used to interfere with the collection process. If none is observed, the employee may return clothing to its proper position for observed urination. The observer is responsible for ensuring that the specimen goes from the employee's body into the collection container. If the employee declines to allow a directly observed collection when required or permitted under this Policy, it is considered a refusal to test.

J. MONITORED URINE SPECIMEN COLLECTION

Under those circumstances when a multi-stall restroom has to be used for urine specimen collection and the facility cannot be adequately secured, the collector will conduct a monitored collection. The monitor shall be the same gender as the employee, unless the monitor is a medical professional. The monitor will not watch the employee void into the collection container. However, if the monitor hears sounds or observes attempts to tamper with a specimen, an additional collection under direct observation will be ordered. If the employee declines to permit a collection authorized to be monitored, it is considered a refusal to test.

K. SPLIT SPECIMEN TESTING

After notification by the MRO of a verified positive drug test or refusal to test because of adulteration or substitution, the employee has 72 hours to request (verbally or in writing) a test of the split specimen. (Note: Effective 8/25/08, there is no split specimen testing allowed for an invalid test result.) After 72 hours have passed, the request can be considered only if the employee can present to the satisfaction of the MRO information that unavoidably prevented the employee from making a timely request.

Following the employee's timely request, the MRO shall send a written request to the primary laboratory to forward the split specimen to a second DHHS-certified laboratory for testing without regard to the cut-off concentration. If the second laboratory fails to reconfirm the substance detected in the primary specimen or the adulterant identified, or if the split specimen is unavailable for testing, the test shall be canceled. The MRO shall report the cancellation and the reasons for it to the DOT, the DER, and the employee. In the case of the split specimen being unavailable, the employee shall be directed, with no advance notice, to submit another specimen under direct observation.

L. CONSEQUENCES

As required by FTA regulations, any safety-sensitive employee who has a verified positive drug and/or alcohol test result at 0.04 or above, or refuses to submit to a drug or alcohol test (including adulteration or substitution) shall be:

1. Immediately taken out of safety-sensitive duty; and

2. Referred to a SAP for evaluation, education or treatment and provided educational materials.

FTA regulations allow individual employers to determine the discipline to be imposed on employees who violate the Federal regulations or employer policy. **Under the City of Montebello Transportation Department policy, employees who test positive for drugs or alcohol at 0.04 or above, or refuse a required test, are subject to termination. Such disciplinary action will follow the FTA required actions outlined above.**

In addition, under City authority, any covered employee who has an alcohol test result between 0.02 and 0.04, for the first time, will be immediately removed from duty, referred to a substance abuse counselor, and subject to suspension without pay for five (5) days. The employee will not be allowed to return to safety sensitive duties until he or she completes the return-to-duty process prescribed by the substance abuse counselor. If the employee again receives a test result for alcohol at 0.02 or above, under any circumstance, he or she will be subject to immediate termination. Any requirement for an employee to be retested or to see a substance abuse counselor will be done on the employee's own time.

M. REFERRAL, EVALUATION AND TREATMENT

If an employee (including an applicant) tests positive for drug(s) or alcohol or refuses to submit to a test when required, MBL shall advise the individual of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse and document such referral. He or she shall be given the names, addresses and phone numbers of at least two DOT-qualified Substance Abuse Professionals (SAPs) or substance abuse counselors (SACs) acceptable to the City. **For existing employees, MBL will pay for the cost of the initial evaluation as long as the employee meets with the SAP or SAC within 30 days of referral. All other costs related to the SAP or SAC recommendation, such as rehabilitation, treatment and/or education shall be the responsibility of the employee.**

N. CONFIDENTIALITY AND ACCESS TO FACILITIES AND RECORDS

Employees have a right to examine their own drug and alcohol testing records, provide information to dispute the results, and have access to any pertinent data such as EBT calibration or drug testing laboratory certification. They also have a right to obtain a copy of their own drug and/or alcohol testing results by submitting a written request to the Contact Person identified in Section C of this Policy.

MBL will do everything possible to safeguard the confidentiality of drug and alcohol testing records and medical information obtained in accordance with this Policy. Individual test results or medical information will be released to third parties (e.g., previous employers or union representatives) only with the employee's specific written consent, or to those parties authorized by the DOT or FTA to receive such information without the employee's written consent. Specific written consent applies only to a particular piece of information released to a particular person or organization at a particular time. Blanket releases are specifically prohibited by DOT.

The employee's written consent is not required in administrative or legal proceedings such as:

- A lawsuit, grievance, or administrative proceeding brought by, or on behalf of the employee, resulting from a positive drug or alcohol test or a refusal to test; or
- A criminal or civil action resulting from an employee's performance of safety-sensitive duties where the alcohol or drug test information is deemed relevant.

Access to the MBL facilities and drug and alcohol program records also must be provided, without the employee's consent, to DOT or FTA agency representatives; the National Transportation Safety Board as part of an accident investigation; a Federal, state or local safety agency with regulatory authority over MBL or the employee; or State or grantee required to certify to FTA compliance with 49 CFR Part 655 and Part 40.

In addition, DOT has adopted a rule authorizing employers and Third Party Administrators (TPAs) to disclose to state commercial driver licensing (CDL) authorities the drug and alcohol violations of employees who hold commercial driver licenses (CDLs) and operate commercial motor vehicles (CMVs), when a State law requires it.

O. DRUG-FREE WORKPLACE ACT of 1988 (DFWA) REQUIREMENTS

Under the DFWA, employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace. Employees are required to notify management in writing of any criminal drug statute convictions he/she receives for a violation occurring in the workplace, no later than five calendar days after such a conviction. Within 10 calendar days of receiving such notice, the City shall provide written notification of the conviction to the FTA. Within 30 calendar days of receiving notice of the conviction, the City shall take appropriate disciplinary action, or require the employee to participate and successfully complete a drug rehabilitation program. **Law enforcement shall be notified, as appropriate, where criminal activity is suspected.**

Appendix A

RE-ENTRY TO WORK

A. After Mandatory Referral

Following successful completion of the rehabilitation and/or education program prescribed by the SAP, an employee who is given an opportunity to return to work must agree to the terms of a "Re-entry Agreement," the terms of which shall be established by the City of Montebello at its sole discretion. That Agreement may include, but is not limited to, the following:

1. **A release to work statement from an approved treatment specialist, as well as from the SAP.**
2. **A plan, designed by the SAP, setting out after-care (if any) and follow-up testing, the frequency and duration of which shall be established by the SAP.**
3. **A negative return-to-duty test for drugs and alcohol.**
4. **A statement of expected work-related behaviors.**
5. **Specific agreement by the employee that violation of the Re-entry Agreement will be grounds for termination.**

Failure to successfully complete a treatment and/or education program or to comply with the re-entry agreement, or any positive drug or alcohol test after re-entry shall be grounds for termination.

B. After Voluntary Referral

1. **Employees who voluntarily enter a substance abuse treatment program without taking a leave of absence will not require a Re-entry Agreement since the employee never left work.**
2. **Employees who voluntarily enter a substance abuse treatment program and request a leave of absence, with or without pay, must:**
   a) **Submit a Release to Work from the City's MRO or substance abuse counselor as designated by the City; and**
   b) **Pass a Return-to-Duty alcohol and drug test (under City authority) before being allowed to return to safety-sensitive work.**

Appendix B

DEFINITIONS

Adulterated Specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol Use: The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol. For purposes of this Policy, alcohol is alcohol regardless of source.
Alcohol Violation: Under DOT and FTA rules, the presence of alcohol in the body at a concentration of 0.04 BAC or greater as measured by an EBT device. **An alcohol test result at or above 0.02 but below 0.04 is a violation of the policy under the City's authority.**

BAC: Breath Alcohol Concentration, expressed in terms of grams of alcohol per 210 liters of breath.

Breath Alcohol Technician (BAT): An individual who instructs and assists employees in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 requires to be canceled. A canceled test is neither a positive nor a negative test.

Collector: A person who instructs and assists individuals at a collection site, who receives and makes an initial inspection of the specimen provided by the individual, and who initiates and completes the Custody and Control Form (CCF).

Controlled Substances: Any drug classified by the U.S. Drug Enforcement Agency (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted medical use, and accepted safety for use under medical supervision.

Designated Employer Representative (DER): An employee or employees authorized by the City to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, following a positive test, test refusal, or other policy violations.

Dilute Specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling Damage: Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. "Disabling damage" does not include:

- Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
- Tire disablement without other damage even if no spare tire is available.
- Headlamp or taillight damage.
- Damage to turn signals, horn, or windshield wipers which make them inoperative.

DOT: Department of Transportation.

Drug Abuse: Use of any illegal drug or controlled substance without a valid prescription, misuse of legally prescribed drugs, or use of illegally obtained prescription drugs. This includes use of prescription drugs legally prescribed to another individual.

Evidential Breath Testing (EBT) Device: A device that is approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the 0.02 and 0.04 alcohol concentrations, and appears on ODAPC's web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

FTA: Federal Transit Administration.

HHS: Health and Human Services

Invalid Drug Test: The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated or substituted result cannot be established for a specific drug or specimen validity test.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory drug test results, who has knowledge of substance abuse disorders, and has the appropriate medical training to interpret and evaluate an individual's confirmed drug and/or validity test results together with the individual's medical history and any other relevant biomedical information. This individual must meet the qualification requirements under Sec. 40.121 of Part 40.

Non-Negative Specimen: A urine specimen that is reported as adulterated, substituted, positive for drug(s) or drug metabolite(s), and/or invalid.

Positive Drug Test Result: The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations. A refusal to test is equivalent to a positive test result.

Public Transportation Vehicles: Vehicles used for public transportation or ancillary services (i.e., non-revenue service commercial motor vehicles that require a commercial driver's license to operate and vehicles used by armed security personnel).

Refusal to Test: Includes circumstances or behaviors such as:

- Failure to appear for any test (except a pre-employment test) at the collection site in the time allotted.
- Failure to remain at the testing site until the testing process is completed, except in pre-employment situations where leaving the site before the testing process begins is not deemed to be a test refusal.
- Failure to provide a urine, breath, or saliva specimen as required by DOT Part 40.
- Failure to permit the observation or monitoring of specimen collection when it is required.
- Failure to provide a sufficient amount of urine or breathe specimen without a valid medical explanation.
- Failure or refusal to take a second test when required.
- Failure to undergo a medical evaluation when required. In the case of a pre-employment test, the individual is deemed to have refused to test only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to cooperate with the testing process. (Examples: refusal to empty pockets when requested, behaving in a confrontational manner that disrupts the collection process, or failure to wash hands after being directed to do so by the collector)
- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if individual is wearing any type of device that could be used to interfere with the collection process.
- Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process.

- Admitting adulteration or substitution of the specimen to the collector or the MRO.
- In alcohol testing, refusal to sign Step 2 of the Alcohol Test Form.
- Leaving the scene of the accident without just cause prior to submitting to a test.
- If the MRO reports a verified adulterated or substituted test result.

Specimen Validity Testing: A test to determine if a urine specimen is adulterated, diluted, substituted or invalid.

Split Specimen: In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second DHHS-certified laboratory for testing upon employee request following a verified positive or a verified adulterated or substituted test result from the primary specimen.

Subject to Duty: An employee is considered "subject to duty" under any of the following circumstances: 1) on his or her regularly scheduled duty days prior to sign-on; 2) when reporting for work, 3) during any split period between assignments, whether on or off City premises; 4) when informed in advance, while on duty, that he or she is expected to be on duty at some point in the future; and 5) when being tested under the re-entry to work provisions of this Policy.

Substance Abuse Counselor: A person who evaluates employees who have violated the City's policy by testing positive for drugs or alcohol below .04, or refusing a non-DOT test and makes recommendations concerning education, treatment, non-DOT follow-up testing and aftercare. This individual may also be a Substance Abuse Professional as defined in Part 40.

Substance Abuse Professional (SAP): A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare. In order to be a qualified SAP, the individual must have certain credentials, possess specific knowledge, receive training, and achieve a passing score on an examination, as required under 49 CFR Part 40.281.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Vehicles: Includes buses, electric buses, vans, automobiles, rail cars, trolley cars, trolley buses or vessels, non-revenue commercial motor vehicles, and vehicles used by armed security personnel.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Approve a Land Lease Agreement with the City of Santa Fe Springs

DATE: July 11, 2018

RECOMMENDATION

That the City Council approves a land lease agreement with the City of Santa Fe Springs, for the lease of 252 square feet of space, for an ICI System radio site, for five years, with an annual cost of $28,000.00, and authorize the Acting City Manager to execute the agreement on behalf of the City.

BACKGROUND

In 2016, the City of Montebello-Fire Department, in conjunction with the ICI System Governance Board, and Motorola Solutions determined that the addition of radio sites was necessary to expand the coverage area (or footprint) of the ICI System, specifically the Montebello portion of the system. Subsequently, a grant was secured for the purchase of the equipment. With the installation of the equipment, land (or space) was necessary, and the determined location was a warehouse owned by the City of Santa Fe Springs. An existing radio site and tower exists at that location, making it an ideal location. In 2018, the installation of the radio system equipment began and is slated for this site within the month of July. With this land lease agreement approved, the installation can occur, and future subscriber agreements can move forward.

ANALYSIS

This site was analyzed more than two years ago, and was found to be the most advantageous, due to geography, topography, availability, and infrastructure. Any change of location at this time would be costly and time consuming, resulting in a delay in the activation of the upgraded radio system and future subscriber agreements.

In addition, this land lease agreement was provided to the City of Montebello-City Attorney for review, modifications were requested and made, and subsequently approved by the City Council of the City of Santa Fe Springs City on June 14, 2018.

FISCAL IMPACT

Funding for this agreement was not allocated in the FY 2018/19 City Budget, but can be absorbed into the Fire Department Maintenance and Operation Budget. In future years, this cost will be offset by the revenue from the subscriber agreements.

SUMMARY

The City Council will consider approving a land lease agreement with the City of Santa Fe Springs, for the lease of 252 square feet of space, for an ICI System radio site, for five (5) years, with an annual cost of $28,000.00, and authorize the Acting City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

City of Santa Fe Springs Approved Land Lease Agreement

CITY OF SANTA FE SPRINGS

LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO

This Agreement, made this 1st day of May 2018 in the City of Santa Fe Springs, California, between CITY OF SANTA FE SPRINGS (the "City"), A Municipality, on its own behalf, with its mailing address located at 11710 East Telegraph Road, Santa Fe Springs, California 90670, hereinafter the City being designated as LESSOR, and City of Montebello, with its mailing address located at 1600 West Beverly Boulevard, Montebello, California 90640, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES. LESSOR hereby leases to LESSEE an area to house a 252 square foot room, with dimensions measuring 14 feet by 18 feet ("Santa Fe Springs Radio Site Room"), access to the emergency generator and fuel supply, that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property and is more particularly described in Exhibit "A-1" attached hereto), located at 12636 Emmens Way, Santa Fe Springs, California. LESSOR hereby grants LESSEE a non-exclusive right for ingress and egress, for the installation and maintenance of improvements, personal property and facilities necessary to operate its public safety communications system, including radio transmitting and receiving antennas, microwave dishes, base station equipment, cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units and other associated equipment (collectively, the Lessee's Communications System) over a right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the premises on foot and use the public parking lot adjacent to the Premises for parking.

The Lessee's Communications System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the Lessee's Communications System at any time during and upon the expiration or termination of this Agreement. Upon termination of the Agreement, the room will revert to the sole ownership of LESSOR.

In the event the aforementioned right-of-way is physically inaccessible or inadequate in size to permit LESSEE to obtain and maintain electrical and telephone service to the portion of the Property leased to it, the LESSOR hereby agrees to grant an additional right-of-way to the LESSEE which is sufficient to permit LESSEE to obtain and maintain electrical and telephone service to the Property leased to it at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A." Cost for such work shall be borne by the LESSEE.

3. TERM AND CONSIDERATION. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date, as hereinafter defined as the date the Agreement is signed by both parties. The value of the lease is calculated as $28,000 annually at signing.

4. EXTENSIONS. LESSOR shall automatically extend this Agreement for (2) additional five (5) year terms unless the LESSEE terminates the Agreement by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Each extension term shall be on the same terms and conditions as set forth herein.

5. CITY-OWNED EQUIPMENT. The Parties shall cooperate for the purpose of placing equipment (including any necessary accessories) in or on the room and tower for the purpose of maintaining public safety communications.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of maintaining and operating the Lessee's Communication System and uses incidental and all necessary appurtenances, including a generator. LESSOR, at its expense, may use any and all appropriate means of restricting access to the Lessee's Communications System, in cooperation with LESSEE. LESSEE shall have the right to replace, repair, and add to or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, as long as LESSEE insures that modifications or additions will not interfere with other systems on the property, nor overload the Public Safety Radio Tower. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement.

7. INDEMNIFICATION. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property. LESSOR shall not be responsible for any loss or damage to any property owned or controlled by LESSEE that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or

employees. LESSOR agrees to defend, indemnify and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSEE or any of its officers, agents or employees.

8. INSURANCE. LESSEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Agreement. Exhibit B identifies the terms and requirements for insurance to be provided by the LESSEE.

Nothing in this paragraph shall be construed as limiting in any way, the indemnification clause contained herein in paragraph 8 or the extent to which either LESSOR or LESSEE may be held responsible for payments of damages to persons or property.

LESSEE shall furnish the LESSOR with certificates of insurance which reflect insurers' names, policy numbers, coverage, and limits per terms of Exhibit B.

LESSOR is self-insured for general liability for the Premises.

9. TERMINATION. Notwithstanding anything to the contrary contained herein, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that thirty (30) days' prior notice is given the LESSOR.

10. INTERFERENCE. With the exception of radio equipment for emergency response activities of the LESSOR, LESSOR agrees that LESSOR and/or any other LESSEEs of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its Communications System, with the exception of the room which will revert to the sole ownership of LESSOR.

12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

13. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may not sublet the Premises without the written consent of LESSOR, which consent shall not be unreasonably withheld or delayed and shall require a separate agreement be entered into with LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

Additionally, LESSEE may, upon notice to LESSOR, mortgage or grant a security interest in this Agreement and the Lessee's Communication System, and may assign this Agreement and the Lessee's Communications System to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or

Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises as provided in Section 17 of this Agreement.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Attn: City Manager
City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, California 90670

LESSEE: City of Montebello-Fire Department
Attention: Kurt Johnson
1600 West Beverly Boulevard
Montebello, California 90640

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

19. [reserved]

20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

21. DEFAULT. In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have fifteen (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action

or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.

22. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.

24. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

25. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is

necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

27. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

28. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

29. SUBLEASES. LESSEE may not sublease any portion of the Premises.

[Signatures commence on following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF SANTA FE SPRINGS,
A Municipality

By: ______________________

Name: Jay Sarno
Title: Mayor

APPROVED AS TO LEGAL FORM

By: ______________________

Name: Yolanda M. Summerhill
Title: City Attorney

ATTEST

By: ______________________

Name: Janet Martinez
Title: City Clerk

LESSEE:

____

By: ______________________

Name:
Title:

Exhibit "A"

(Description of Premises)

An approximately fourteen (14) by eighteen (18), 252 square foot room, located on a mezzanine space, located at 12636 Emmens Way, Santa Fe Springs, California 90670. This space includes the electrical and back-up emergency power, and access to the tower.

Exhibit "A-1"

Description of Property

City of Santa Fe Springs-Municipal Services Yard
12636 Emmens Way
Santa Fe Springs, California 90670

PROVIDE LEGAL DESCRIPTION

APN:	8011-021-906
Owner:	City of Santa Fe Springs
Date:	December 02, 1969
Lot Area:	134,600 square feet
Legal Description:	PM 227-76-78 THAT POR IN TRA 5363 OF LOT 1

Exhibit "B"

INSURANCE REQUIREMENTS

The LESSEE shall maintain throughout the duration of the term of the Agreement, liability insurance covering the LESSEE and, with the exception of Professional Liability Insurance, designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEE's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LESSEE's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LESSEE's insurance policies shall be primary as respects any claims related to or as the result of the LESSEE's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEEs shall be non-contributory.

Professional Liability Insurance	$1,000,000/$2,000,000

General Liability:

a.	General Aggregate	$2,000,000
b.	Products Comp/Op Aggregate	$2,000,000
c.	Personal & Advertising Injury	$1,000,000
d.	Each Occurrence	$1,000,000
e.	Fire Damage (any one fire)	$ 50,000
f.	Medical Expense (any one person)	$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	$1,000,000
c.	EL Disease - Policy Limit	$1,000,000
d.	EL Disease - Each Employee	$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	$1,000,000

The LESSEE shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days after the effective date of this Agreement, and <u>no payments for services provided by LESSEE under this agreement shall be made by CITY until it is in receipt of said certificates</u>. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the LESSEE.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. LESSEE shall immediately advise CITY of any litigation that may affect these insurance policies.

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: Craig Koehler, Finance Administrator

SUBJECT: Annual Property Insurance, Workers' Compensation Excess Insurance and General Liability Excess Insurance Renewals for Fiscal Year 2018-19

DATE: July 11, 2018

RECOMMENDATION

It is recommended that the City Council approve the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).

BACKGROUND/ANALYSIS

Last fiscal year, the City of Montebello obtained general liability and excess insurance by joining CSAC Excess Insurance Authority and by obtaining insurance through Alliant Property Insurance Program.

Each year, Alliant (the City's Insurance Brokerage Firm) conducts a market search for insurance coverage. Alliant found the following programs provided the best terms for the City: 1) General Liability Program 2 (CSAC), 2) Excess Worker's Compensation (CSAC) and 3) Alliant Property Insurance Program (through various insurance companies). Therefore, staff recommends that the City obtain insurance coverage through these programs for Fiscal Year 2018/19.

FISCAL IMPACTS

The total estimated premiums for the various insurance programs for FY18/19 are: 1) General Liability Program 2 is $795,388, 2) Excess Worker's Compensation Program is $134,654.00, and 3) Alliant Property Insurance Program is $470,750.42, totaling $1,400,792.42.

Compared to last FY17/18: 1) General Liability Program 2 was $600,876, 2) Excess Worker's Compensation Program is $143,635, and 3) Alliant Property Insurance Program is $236,316, totaling $980,827.

The net difference for 1) General Liability Program 2 is $194,512, 2) Excess Worker's Compensation Program is ($8,981), and 3) Alliant Property Insurance Program is $234,434.42, totaling a $419,965.42 increase.

Funds for insurance premiums are budgeted in the Self Insurance Fund. The premiums for this fiscal year increased due to across the board insurance carrier's increases. The increases are attributed to losses from fires, floods, and other claims across the country.

SUMMARY

The City Council will consider approval of the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).

Attachments:
Resolution
Invoice

RESOLUTION NO. ________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA JOINING THE CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY AND APPROVING CERTAIN ACTIONS RELATING THERETO

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two (2) or more public agencies, by agreement, to exercise jointly powers common to the contracting parties; and

WHEREAS, the City of Montebello desires to join together with the members of the California State Association of Counties Excess Insurance Authority (the "Authority") for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, the Authority has determined that it is necessary for each member of the Authority to delegate to a person(s) or position(s) authority to act on the member's behalf in matters relating to the member and the Authority.

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

SECTION 1. That the City Council does hereby approve becoming a member of the Authority, authorizes execution of the CSAC Joint Powers Agreement, and except as to actions that must be approved by the City Council, the City Manager or Acting City Manager is hereby appointed to act in all matters relating to the City's membership in the Authority; except with respect to such matters that require approval by the City Council.

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

____
Vanessa Delgado, Mayor

ATTEST:

____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

____
Arnold Alvarez- Glasman, City Attorney

CSAC
EXCESS
INSURANCE
AUTHORITY

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Invoice Number:	19350005
Invoice Date:	7/1/2018
Due Date:	7/31/2018

Attn: Andrew Pasmant

General Liability 2 Program

Description	Amount
Period Covered: 7/1/2018 - 6/30/2019	
Premium	$708,870.00
EIA Administration Fee	$46,574.00
Broker Fee	$40,444.00
Return of Program Development Fee	($500.00)

Premium includes Surplus lines taxes and fees

Invoice Total: $795,388.00

Please pay by the due date to avoid interest charges.
Thank you!

75 Iron Point Circle, Suite 200, Folsom, CA, 95630 - Phone (916) 850-7300 - www.csac-eia.org

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
GENERAL LIABILITY 2 PROGRAM (GL2)
2018/2019 INDIVIDUAL MEMBER RENEWAL TERMS
City of Montebello

	PRESENT	PROPOSED
COVERAGE TERM	July 1, 2017 to July 1, 2018	July 1, 2018 to July 1,2019
COMPANIES AFFORDING COVERAGE	CSAC Excess Insurance Authority (CSAC EIA) with reinsurance and excess insurance provided by (see below Schedule of Insurers)	Same as present
COVERAGE PROVIDED	CSAC Excess Insurance Authority General Liability II Program (GLII) Memorandum of Coverage (occurrence form) including: • Bodily Injury • Personal Injury • Property Damage • Public Officials Errors and Omissions • Automobile Liability • Contractual Liability • Employment Practices Liability • Non-Owned Aircraft Liability	Same as present
LIMITS (See attached)	$ 25,000,000 Inclusive of retentions stated below under Retentions. See attached schedule. As Respects all Layers: • Occurrence and aggregate limits apply separately by layer per participating member and per member of a participating Joint Powers Authority • Defense Costs erode all limits and retentions	Same as present

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
GENERAL LIABILITY 2 PROGRAM (GL2)
2018/2019 INDIVIDUAL MEMBER RENEWAL TERMS
City of Montebello

	PRESENT	PROPOSED
RETENTIONS	Member Self-Insured Retention $ 1,000,000 per occurrence, offense or wrongful act Member Corridor Retention $ 500,000 per occurrence, offense or wrongful act and annual aggregate in excess of the self-insured retention stated above	Same as present
MAJOR EXCLUSIONS (Including but not limited to) **MAJOR EXCLUSIONS**	Per CSAC EIA General Liability II Program Memorandum of Coverage (MOC) and the following: • Airports/Aircraft • Fair Labor Standards • Health Care Professional Liability (limited) • Inverse Condemnation/Eminent Domain • Failure to Supply Fuel, Water or Electricity • Property Damage arising out of Subsidence (limited) • Nuclear Material • Pollution (limited) • Dam Failure • Asbestos • Fixed Route Transit • Punitive Damages • Fiduciary Liability • Employment Retirement Income Security Act (ERISA) • Subsidence • Care Custody and Control • Employee Benefits Limitation • Non-monetary damages • Breach of Contract • Unlawful discrimination intentionally committed by, at	Same as present

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
GENERAL LIABILITY 2 PROGRAM (GL2)
2018/2019 INDIVIDUAL MEMBER RENEWAL TERMS
City of Montebello

	PRESENT	PROPOSED
(Including but not limited to) ***(Continued)***	the direction of, or with the consent of the covered party • Violation of Economic or Trade Sanctions • Strip Search • Violation of Communication or Information Law • War Exclusion	
NAMED INSUREDS	See attached schedule	Same as present
ESTIMATED PREMIUM (*Annualized*)	$ 535,029 Insurance Layers Premium 24,099 CSAC EIA Administration Fee 9,998 Alliant Placement Fee 31,751 PE Broker Fee 0 Development Fee **$ 600,876 Total Estimated Premium** • Premium includes a $1,000 annual risk management subsidy • Premium includes a $2,000 actuarial subsidy • Premium includes a cost for claim audit requirement (audit to include access to all files handled by TPA)	$ 708,870 Insurance Layers Premium 32,907 CSAC EIA Administration Fee 13,667 Alliant Placement Fee 40,444 PE Broker Fee - 500 Development Fee **$ 795,388 Total Estimated Premium** • Premium includes a $1,000 annual risk management subsidy • Premium includes a $2,000 actuarial subsidy • Premium includes a cost for claim audit requirement (audit to include access to all files handled by TPA)
CONDITIONS	• Fixed route transit exclusion (J) is removed as respects to Montebello Bus Lines	Same as present

ALLIANT INSURANCE SERVICES, INC.
Gordon DesCombes, Executive Vice President
Nazie Arshi, Senior Vice President
Tom E. Corbett, Senior Vice President
Kevin Bibler, Senior Vice President
Rennetta Poncy, Senior Vice President
Brenna Smith, CSAC EIA Specialty Client Manager

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
GENERAL LIABILITY 2 PROGRAM (GL2)
2018/2019 INDIVIDUAL MEMBER RENEWAL TERMS
City of Montebello

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NOTE: THIS PROPOSAL IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY FORM IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
GENERAL LIABILITY 2 PROGRAM (GL2)
2017/2018 SCHEDULE OF INSURERS
PRESENT

Companies Affording Coverage	Limit	California Status	A.M. Best's Guide Rating	Standard & Poor's Rating
CSAC Excess Insurance Authority **With follow form excess provided by QBE Insurance Corporation and reinsurance provided by Munich Re**	*$5,000,000 *$5,000,000 This layer applies upon exhaustion of the aggregate group corridor retention for all Program members combined. *$5,000,000 This layer applies upon exhaustion of the aggregated group corridor retentions in above two layers. *Per ultimate net loss excess of retention as the result of any one occurrence, offense, wrongful act, or any combination thereof.*	Not Applicable Not Admitted Not Applicable (reinsurance)	Not Applicable A (Excellent); Financial Size Category XV ($2,000,000,000 or greater) A+ (Superior) Financial Size Category XV ($2,000,000,000 or greater)	Not Applicable A+ (Positive) Not Applicable
CSAC Excess Insurance Authority **With reinsurance provided by Markel Global Reinsurance Company, Great American Insurance Company and Brit Global Specialty USA (45/30/25% Quota Share)**	$10,000,000 **Ultimate net loss** excess of $10,000,000 as the result of any one **occurrence,** offense, **wrongful act,** or any combination thereof, and annual aggregate as respects the **completed operations hazard.**	Not Applicable Not Applicable (reinsurance) Not Applicable (reinsurance) Not Applicable (reinsurance)	Not Applicable A (Excellent); Financial Size Category XV ($2,000,000,000 or greater) A+(Superior); Financial Size Category XV ($2,000,000,000 or greater) A (Excellent); Financial Size Category XV ($2,000,000,000 or greater)	Not Applicable Not Applicable Not Applicable Not Applicable
CSAC Excess Insurance Authority **With reinsurance provided by Lloyd's Syndicates (AmTrust, Hiscox, and Apollo Casualty Consortium (65.5715/24.5918/ 9.8367% Quota Share)**	$5,000,000 **Ultimate net loss** excess of $20,000,000 as the result of any one **occurrence,** offense, **wrongful act,** or any combination thereof, and annual aggregate as respects the **completed operations hazard.**	Not Applicable Not Applicable (reinsurance)	Not Applicable A (Excellent); Financial Size Category XV ($2,000,000,000 or greater)	Not Applicable Not Applicable

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CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
GENERAL LIABILITY 2 PROGRAM (GL2)
2018/2019 SCHEDULE OF INSURERS
PROPOSED

Companies Affording Coverage	Limit	California Status	A.M. Best's Guide Rating	Standard & Poor's Rating
CSAC Excess Insurance Authority **With follow form excess provided by QBE Insurance Corporation and reinsurance provided by Ace Insurance Company (Chubb)**	*$5,000,000 *$5,000,000 This layer applies upon exhaustion of the aggregate group corridor retention for all Program members combined. *$5,000,000 This layer applies upon exhaustion of the aggregated group corridor retentions in above two layers. *Per ultimate net loss excess of retention as the result of any one occurrence, offense, wrongful act, or any combination thereof.*	Not Applicable Not Admitted Not Applicable (reinsurance)	Not Applicable A (Excellent); Financial Size Category XV ($2,000,000,000 or greater) A+ (Superior) Financial Size Category XV ($2,000,000,000 or greater)	Not Applicable A+ (Positive) Not Applicable
CSAC Excess Insurance Authority **With reinsurance provided by Markel Global Reinsurance Company, Great American Insurance Company, Brit Global Specialty USA and Lloyd's Syndicate (Hiscox)** **(35/30/20/15% Quota Share)**	$10,000,000 **Ultimate net loss** excess of $10,000,000 as the result of any one **occurrence,** offense, **wrongful act,** or any combination thereof, and annual aggregate as respects the **completed operations hazard.**	Not Applicable Not Applicable (reinsurance) Not Applicable (reinsurance) Not Applicable (reinsurance)	Not Applicable A (Excellent); Financial Size Category XV ($2,000,000,000 or greater) A+(Superior); Financial Size Category XV ($2,000,000,000 or greater) A (Excellent); Financial Size Category XV ($2,000,000,000 or greater)	Not Applicable Not Applicable Not Applicable Not Applicable
CSAC Excess Insurance Authority **With reinsurance provided by Lloyd's Syndicates (AmTrust and Hiscox)** **(66.66/33.34% Quota Share)**	$5,000,000 **Ultimate net loss** excess of $20,000,000 as the result of any one **occurrence,** offense, **wrongful act,** or any combination thereof, and annual aggregate as respects the **completed operations hazard.**	Not Applicable Not Applicable (reinsurance)	Not Applicable A (Excellent); Financial Size Category XV ($2,000,000,000 or greater)	Not Applicable Not Applicable

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CSAC
EXCESS
INSURANCE
AUTHORITY

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Invoice Number:	19100101
Invoice Date:	7/1/2018
Due Date:	7/31/2018

Attn: Andrew Pasmant

Excess Workers' Compensation Program

Description	Amount
Period Covered: 7/1/2018 - 6/30/2019	
Deposit Premium	$113,381.00
Administration Fee	$10,740.00
Broker Fee	$10,883.00
Return of Program Development Fee	($350.00)

Invoice Total: $134,654.00

Please pay by the due date to avoid interest charges.
Thank you!

Alliant

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
EXCESS WORKERS' COMPENSATION PROGRAM
2018/2019 INDIVIDUAL MEMBER RENEWAL TERMS
City of Montebello

	PRESENT	PROPOSED
COVERAGE TERM	July 1, 2017 to July 1, 2018	July 1, 2018 to July 1, 2019
COMPANIES AFFORDING COVERAGE	CSAC Excess Insurance Authority (CSAC EIA) with reinsurance and excess insurance provided by (see Schedule of Insurers)	Same as present
COVERAGE PROVIDED	Workers' Compensation and Employers' Liability	Same as present
LIMITS (See attached)	$ 5,000,000 Employers' Liability Statutory Workers' Compensation Limits are eroded by allocated claims expense	Same as present
RETENTION	$ 1,000,000 each occurrence Self-insured retention is eroded by allocated claims expense	Same as present
MAJOR EXCLUSIONS (Including but not limited to)	Per CSAC EIA Excess Workers' Compensation and Employers' Liability Memorandum of Coverage (MOC) and the following: • Punitive or exemplary damages, fines or penalties • Any payments in excess of the benefits regularly provided by the Workers' Compensation law • Labor Code 4850 benefits • Labor Code 4856 benefits • Education Section Codes 44984 and 45192	Same as present
NAMED INSUREDS	None	Same as present
PREMIUM AUDIT	Premiums are auditable and adjustable at June 30, 2019 based on actual payroll	Premiums are auditable and adjustable at June 30, 2020 based on actual payroll

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CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
EXCESS WORKERS' COMPENSATION PROGRAM
2018/2019 INDIVIDUAL MEMBER RENEWAL TERMS
City of Montebello

	PRESENT	PROPOSED
4850 BUYBACK	Not purchased	Same as present
ESTIMATED ANNUAL PAYROLL	$ 36,642,742	$ 34,695,543
ESTIMATED PREMIUM (*Annualized*)	$ 84,756 Pool Premium 36,947 Deposit Premium 10,675 CSAC EIA Administration Fee 11,257 Alliant Broker Fee 0 Program Development Fee **$ 143,635 Total Estimated Deposit Premium** • Premium includes a $1,000 annual risk management subsidy • Premium includes a $2,000 actuarial subsidy • Premium includes cost for claim audit requirement (audit to include access to all files handled by TPA	$ 77,096 Pool Premium 36,285 Deposit Premium 10,740 CSAC EIA Administration Fee 10,883 Alliant Broker Fee - 350 Program Development Fee **$ 134,654 Total Estimated Deposit Premium** • Premium is subject to change • Premium includes a $1,000 annual risk management subsidy • Premium includes a $2,000 actuarial subsidy • Premium includes cost for claim audit requirement (audit to include access to all files handled by TPA

ALLIANT INSURANCE SERVICES, INC.
Gordon DesCombes, Executive Vice President
Nazie Arshi, Senior Vice President
Tom E. Corbett, Senior Vice President
Lilian Vanvieldt, Senior Vice President
Rennetta Poncy, Senior Vice President
Rhiannon Cabral, CSAC EIA Program Specialist-Lead

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Alliant

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
EXCESS WORKERS' COMPENSATION PROGRAM
2018/2019 INDIVIDUAL MEMBER RENEWAL TERMS
City of Montebello

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

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CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
EXCESS WORKERS' COMPENSATION PROGRAM
2017/2018 SCHEDULE OF INSURERS
PRESENT

Companies Affording Coverage	Limit	California Status	A.M. Best's Guide Rating	Standard & Poor's Rating
CSAC Excess Insurance Authority	**Workers' Compensation and Employers Liability :** The difference between • $5,000,000 and Individual Member's Retention for each accident or each employee for disease • $5,000,000 and Individual Member's Retention for each accident for communicable disease	Not Applicable	Not Applicable	Not Applicable
With reinsurance provided by Great American Insurance Company*	*subject to a Corridor Retention	Not Applicable (reinsurance)	A+ (Superior) Financial Size Category XV ($2,000,000,000 or greater)	A+ (Stable)
CSAC Excess Insurance Authority	**Workers' Compensation:** $ 45,000,000 each accident or each employee for disease excess of $5,000,000 $ 45,000,000 each accident for communicable disease	Not Applicable	Not Applicable	Not Applicable
With reinsurance provided by ACE American Insurance Company		Not Applicable (reinsurance)	A++ (Superior) Financial Size Category XV ($2,000,000,000 or greater	AA (Stable)
Liberty Insurance Corporation **An excess insurance policy**	**Workers' Compensation:** Statutory each accident and each employee for disease excess of $50,000,000	Admitted	A (Excellent); Financial Size Category XV ($2,000,000,000 or greater)	A (Stable)

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Alliant

CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
EXCESS WORKERS' COMPENSATION PROGRAM
2018/2019 SCHEDULE OF INSURERS
PROPOSED

Companies Affording Coverage	Limit	California Status	A.M. Best's Guide Rating	Standard & Poor's Rating
CSAC Excess Insurance Authority	**Workers' Compensation and Employers Liability :** The difference between • $5,000,000 and Individual Member's Retention for each accident or each employee for disease • $5,000,000 and Individual Member's Retention for each accident for communicable disease	Not Applicable	Not Applicable	Not Applicable
With reinsurance provided by Great American Insurance Company*	*subject to a Corridor Retention	Not Applicable (reinsurance)	A+ (Superior) Financial Size Category XV ($2,000,000,000 or greater)	A+ (Stable)
CSAC Excess Insurance Authority	**Workers' Compensation:** $ 45,000,000 each accident or each employee for disease excess of $5,000,000 $ 45,000,000 each accident for communicable disease	Not Applicable	Not Applicable	Not Applicable
With reinsurance provided by ACE American Insurance Company		Not Applicable (reinsurance)	A++ (Superior) Financial Size Category XV ($2,000,000,000 or greater	AA (Stable)
Liberty Insurance Corporation **An excess insurance policy**	**Workers' Compensation:** Statutory each accident and each employee for disease excess of $50,000,000	Admitted	A (Excellent); Financial Size Category XV ($2,000,000,000 or greater)	A (Stable)

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Alliant

INVOICE

Alliant Insurance Services Inc.
1301 Dove Street Suite 200 Newport Beach, CA 92660

NAMED INSURED: City of Montebello	**INVOICE DATE:**	**06/29/2018**
	CUSTOMER NUMBER:	MONTEBE-02
	EFFECTIVE DATE:	July 1, 2018

INSURANCE CO: Various POLICY NUMBER: 017471589/05 (Dec 04)	INVOICE NUMBER: 1048207
Total Property Premium:	$ 445,246.00
ABS Fee:	$ 9,852.00
Estimated SLT&F's	$ 14,291.42
Broker Fee:	$ 0.00
ALL RISK PROPERTY SUBTOTAL	**$ 469,389.42**

INSURANCE CO: Various POLICY NUMBER: 017471589/05 (Dec 04)	INVOICE NUMBER: 2048207
EXCESS BOILER & MACHINERY SUBTOTAL	**$ 1,361.00**

TOTAL DUE AT THIS TIME	**$ 470,750.42**

Total Due includes Premiums, Taxes and Fees where applicable. The Cyber Enhancement premium, should you have elected to purchase this coverage, is not included as part of this invoice.

Please return a copy of the invoice with your payment. Premiums are due and payable upon receipt of this invoice but no later than July 20, 2018. If payment is not received by the due date, policies may be subject to cancellation.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

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: Craig Koehler, Finance Administrator

SUBJECT: Annual Tax Rate for Voter Approved Indebtedness for Fiscal Year 2018-2019

DATE: July 11, 2018

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution establishing tax rates to fund the retirement expenditures for fiscal year 2018-2019, and direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.

BACKGROUND

To establish the annual property tax override rates on voter approved indebtedness for retirement expense for Fiscal Year 2018-2019.

ANALYSIS

- The retirement expenditures by the City of Montebello are funded through voter-approved indebtedness. The authorization was obtained at the elections held on July 9, 1946 and March 2, 1976.

- For Fiscal Year 2018-2019, the total City's employer contribution rates to the Public Employees Retirement System (PERS) are 19.527% for safety employees and 9.620% for miscellaneous employees. Also, in addition to the contribution rates for FY18/19, the Unfunded Accrued Liability contribution amounts for safety employees is $4,783,394.00 and for miscellaneous employees is $3,533,996.00.

- The proposed tax rate of $0.197875 is the rate set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996.

- The resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office by September 2018.

FISCAL IMPACT

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

SUMMARY

The retirement expenditures by the City of Montebello are funded through the voter-approved indebtedness that was authorized by elections held on July 9, 1946 and March 2, 1976. For Fiscal Year 2018-2019, the total City's employer contribution rates to the Public Employees Retirement System (PERS) are 19.527% for safety employees and 9.620% for miscellaneous employees. Also, in addition to the contribution rates for FY18/19, the Unfunded Accrued Liability contribution amounts for safety employees is $4,783,394.00 and for miscellaneous employees is $3,533,996.00. The proposed tax rate of $0.197875 is the rate set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996. The estimated expenditures from the Retirement Fund are approximately $10.5 million dollars for Fiscal Year 2018-2019. The resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office by September 2018.

ATTACHMENTS

Attachment "A"
Resolution

ATTACHMENT A

	DIST. #1	DIST. #2	DIST. #3	DIST. #1s	DIST. #2s	DIST. #MB Hs 1	DIST. #MB Hs 3	MB HILLS 76 ANNEX	DIST. #1 MERP	DIST. #2 MERP
STATE RETIREMENT FUND OBLIGATION OF THE CITY TO THE STATE EMPLOYEES RETIREMENT OF CITY EMPLOYEES AUTHORIZED AT ELECTIONS HELD ON JULY 9, 1946 AND MARCH 2, 1976.	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875
TOTAL	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO FIXING THE RATE OF TAXES AND LEVYING TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2018

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

SECTION 1. That for the purpose of raising the sums of money necessary to be secured by taxation upon the taxable property in the City of Montebello, as a revenue to pay the indebtedness of said City for the fiscal year beginning July 1, 2018, the rates for the different portions of said City are hereby fixed and taxes are hereby levied on all taxable property in the different portions of said City for the fiscal year beginning July 1, 2018, in the number of cents upon One Hundred Dollars of the assessed value of said property as assessed and equalized in the manner prescribed by law, and for the purposes set forth in the following table, the taxes levied upon property in each portion of said City hereinafter described and designated by a district number which is prefixed to the description of such portion of said City as hereinafter stated:

TAXATION DISTRICT NO. 1. Consisting of all that portion of the City of Montebello not included in Taxation District Numbers 1, 2, 3, 13, 2S, MB Hills 1, MB Hills 3, Commerce RD PR 1, MB Hills 76 Annex 1, 1 MERP and 2 MERP.

TAXATION DISTRICT NO. 2. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

(1) "Annexation No. 2 (Link Belt)", annexed by Ordinance No. 869, adopted on February 11, 1960, effective date, March 14, 1960;
(2) "Annexation No. 3 (Bethlehem Steel)", annexed by Ordinance No. 868, adopted on February 11, 1960, effective date, March 14, 1960;
(3) "Annexation No. 4 (Conier)", annexed by Ordinance No. 886, adopted on February 11, 1960, effective date, March 14, 1960;
(4) "Annexation No. 10", annexed by Ordinance No. 968, adopted on November 21, 1961, effective date, December 22, 1961, and
(5) "Annexation No. 127", annexed by Ordinance No. 998, adopted on November 26, 1962, effective date, December 27, 1962.

TAXATION DISTRICT NO. 3. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

(1) "Annexation No. 1, 1A", annexed by Ordinance No. 1025, adopted on June 25, 1963, effective date, July 26, 1963;
(2) "Annexation No. 13", annexed by Ordinance No. 1026, adopted on June 25, 1963, effective date, July 26, 1963;
(3) "Annexation No. 17", annexed by Ordinance No. 1027, adopted on June 25, 1963, effective date, July 26, 1963;
(4) "Annexation No. 18", annexed by Ordinance No. 1118, adopted on February 24, 1965, effective date, March 27, 1965;
(5) "Annexation No. 19", annexed by Resolution No. 8150, adopted on February 27, 1967, effective date, March 23, 1967;
(6) "Annexation No. 21", annexed by Ordinance No. 1304, adopted on August 12, 1968, effective date, September 12, 1968;

(7) "Annexation No. 23", annexed by Resolution No. 9157, adopted on August 10, 1970, effective date, August 21, 1970;

(8) "Annexation No. 25", annexed by Ordinance No. 1463, adopted on November 27, 1972, effective date, December 28, 1972;

(9) "Annexation No. 27", annexed by Ordinance No. 1509, adopted on October 29, 1973, effective date, November 29, 1973;

(10) "Annexation No. 29", annexed by Resolution No. 78-3, adopted on January 9, 1978, effective date, May 17, 1978;

(11) "Annexation No. 30-A", annexed by Resolution No. 79-2, adopted on January 8, 1979, effective date, February 2, 1979; and

(12) "Annexation No. 31", annexed by Resolution No. 79-91, adopted on June 25, 1979, effective date, July 18, 1979.

ASSESSED VALUATIONS

TAXATION DISTRICT NO. 1	3,571,343,264
TAXATION DISTRICT NO. 2	18,750,890
TAXATION DISTRICT NO. 3	228,600,628
TAXATION DISTRICT NO. 1s	373,447,207
TAXATION DISTRICT NO. 2s	39,593,660
TAXATION DISTRICT NO. MB HILLS 1	510,858,584
TAXATION DISTRICT NO. MB HILLS 3	350,913,779
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	108,431,137
TAXATION DISTRICT NO. 1 MERP	486,968,801
TAXATION DISTRICT NO. 2 MERP	21,183,189

TAX RATES FOR THE ABOVE TAXATION DISTRICTS LISTED IN ATTACHMENT A

SECTION 2. That the City Clerk shall attest and certify to the passage and adoption of this resolution and it shall become effective immediately upon its approval.

APPROVED AND ADOPTED THIS 11th DAY OF JULY, 2018.

CITY OF MONTEBELLO

____

Vanessa Delgado, Mayor

ATTEST:

____

Irma Barajas, City Clerk

APPROVED AS TO FORM:

____

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Craig Koehler, Finance Administrator
Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: CalPERS Contributions

DATE: July 11, 2018

RECOMMENDATION

Staff recommends that the City Council approve the attached resolutions continuing the CalPERS Contributions for employees while labor negotiations are underway with the various employee organizations.

BACKGROUND/ANALYSIS

For the past several years, the City has agreed and contributed 8% (non-safety) and 9% (safety) of the employee member contribution to CalPERS for all employee organizations' classic CalPERS members. The employee organizations that this applies to are: 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, and Montebello Fire Management Association.

Currently, labor negotiations between the City and the various employee organizations are underway. While these negations are underway, the City should continue to contribute the employee's CalPERS contributions as a sign of good faith and understanding.

Staff is recommending that the City Council approve a resolution indicating the City desires and willingness to continue the CalPERS contribution for each employee organizations for the limited period of July 1, 2018 to August 30, 2018. Employees considered "New CalPERS members" under the Public Employee' Pension Reform Act (PEPRA), the contribution will be based on the PEPRA rate provided by CalPERS. All member contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3.28.020 and the Transit Enterprise Fund where applicable. The Parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

FISCAL IMPACT

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

SUMMARY

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

ATTACHMENTS

Resolutions

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ESTABLISHING MODIFICATIONS TO TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING DESIGNATED NON-REPRESENTED EMPLOYEES

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

SECTION 1. **<u>EMPLOYEE CALPERS CONTRIBUTION</u>** - The City has agreed to contribute 8% (non-safety) and 9% (safety) of the employee member contribution to CalPERS for all non-represented classic CalPERS members for the limited period of July 1, 2018 to August 30, 2018. For any new non-represented employees considered “New CalPERS members” under the Public Employee’ Pension Reform Act (PEPRA), the contribution will be based on the PEPRA rate provided by CalPERS. All member contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code section 3.28.020 and the Transit Enterprise Fund where applicable. The Parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

This benefit shall consist of paying 8% (non-safety) and 9% (safety) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.

That the City Clerk shall certify to the adoption of this Resolution and distribute copies of the Resolution to the Director of Human Resources and Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11th day of July 2018.

____
Vanessa Delgado, Mayor

ATTEST:

____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

____
Arnold Alvarez-Glasman,
City Attorney

SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO CITY EMPLOYEES' ASSOCIATION

005779.00001
20587428.1

WHEREAS the City of Montebello ("City") and The Montebello City Employees' Association ("MCEA") are parties to a Side Letter Agreement identified as Agreement No. 3272;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after June 30, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of July 1, 2018 to August 30, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and MCEA.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective July 1, 2018, the City agrees to contribute the entire employee member contribution equal to 8% of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to August 30, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after August 30, 2018, unless mutually agreed upon by the parties.

2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE MONTEBELLO CITY EMPLOYEES' ASSOCIATION	**CITY OF MONTEBELLO**
By:____________________________	By:____________________________
Patricia Aguilera President	Andrew G. Pasmant Interim City Manager
Date:____________________	Date:____________________

Approved as to form:

____
Arnold Alvarez-Glasman
City Attorney

ATTESTED:
____

DATE_________________________

SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO FIREFIGHTERS ASSOCIATION

005779.00001
20588455.1

WHEREAS the City of Montebello ("City") and The Montebello Firefighters Association ("MFA") are parties to a Side Letter Agreement identified as Agreement No. 3273;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after June 30, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of July 1, 2018 to August 30, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and MFA.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective July 1, 2018, the City agrees to contribute the entire employee member contribution equal to 9% of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to August 30, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after August 30, 2018, unless mutually agreed upon by the parties.

2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE MONTEBELLO FIREFIGHTERS ASSOCIATION	**CITY OF MONTEBELLO**
By:____________________________	By:____________________________
Donald Caldena President	Andrew G. Pasmant Interim City Manager
Date:____________________	Date:____________________
	Approved as to form:
	_________________________ Arnold Alvarez-Glasman City Attorney

ATTESTED:
____

DATE_________________________

SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION

005779.00001
20588527.1

WHEREAS the City of Montebello ("City") and The Montebello Fire Management Association ("MFMA") are parties to a Side Letter Agreement identified as Agreement No. 3274;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after June 30, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of July 1, 2018 to August 30, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and MFMA.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective July 1, 2018, the City agrees to contribute the entire employee member contribution equal to 9% of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to August 30, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after August 30, 2018, unless mutually agreed upon by the parties.

2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms

and conditions of employment for a successor MOU.

THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION	**CITY OF MONTEBELLO**
By:__________________________	By:__________________________
Kurt Johnson President	Andrew G. Pasmant Interim City Manager
Date:___________________	Date:___________________
	Approved as to form:
	_______________________ Arnold Alvarez-Glasman City Attorney

ATTESTED:
____

DATE__________________________

SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO MID-MANAGEMENT ASSOCIATION

005779.00001
20588094.1

WHEREAS the City of Montebello ("City") and The Montebello Mid-Management Association ("MMMA") are parties to a Side Letter Agreement identified as Agreement No. 3275;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after June 30, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of July 1, 2018 to August 30, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and MMMA.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective July 1, 2018, the City agrees to contribute the entire employee member contribution equal to 8% of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to August 30, 2018. All such contributions shall be paid solely from funds from the Transit Enterprise Fund. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after August 30, 2018, unless mutually agreed upon by the parties.

2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of

any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE MONTEBELLO MID-MANAGEMENT ASSOCIATION	**CITY OF MONTEBELLO**
By:____________________________	By:____________________________
Richard Aparicio President	Andrew G. Pasmant Interim City Manager
Date:____________________	Date:____________________
	Approved as to form:
	_________________________ Arnold Alvarez-Glasman City Attorney

ATTESTED:
____

DATE_________________________

SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION

005779.00001
20588620.1

WHEREAS the City of Montebello ("City") and The Montebello Police Management Association ("MPMA") are parties to a Side Letter Agreement identified as Agreement No. 3276;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after June 30, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of July 1, 2018 to August 30, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and MPMA.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective July 1, 2018, the City agrees to contribute the entire employee member contribution equal to 9% of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to August 30, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after August 30, 2018, unless mutually agreed upon by the parties.

2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of

any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION

By:____________________________

Julio Calleros
President

Date:____________________

CITY OF MONTEBELLO

By:____________________________

Andrew G. Pasmant
Interim City Manager

Date:____________________

Approved as to form:

____
Arnold Alvarez-Glasman
City Attorney

ATTESTED:
____

DATE_________________________

SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO POLICE OFFICERS' ASSOCIATION

005779.00001
20588257.1

WHEREAS the City of Montebello ("City") and The Montebello Police Officers' Association ("MPOA") are parties to a Side Letter Agreement identified as Agreement No. 3277;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after June 30, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of July 1, 2018 to August 30, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and MPOA.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective July 1, 2018, the City agrees to contribute the entire employee member contribution equal to 9% of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to August 30, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after August 30, 2018, unless mutually agreed upon by the parties.

2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms

and conditions of employment for a successor MOU.

THE MONTEBELLO POLICE OFFICERS' ASSOCIATION

By:______________________________

Omar Rodriguez
President

Date:_____________________

CITY OF MONTEBELLO

By:______________________________

Andrew G. Pasmant
Interim City Manager

Date:_____________________

Approved as to form:

____
Arnold Alvarez-Glasman
City Attorney

ATTESTED:
____

DATE__________________________

SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO SUPERVISORS' ASSOCIATION

005779.00001
20587707.1

WHEREAS the City of Montebello ("City") and The Montebello Supervisors' Association ("MSA") are parties to a Side Letter Agreement identified as Agreement No. 3278;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City's obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after June 30, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of July 1, 2018 to August 30, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and MSA.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective July 1, 2018, the City agrees to contribute the entire employee member contribution equal to 8% of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to August 30, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will no longer make contributions towards the employee member contribution to CalPERS after August 30, 2018, unless mutually agreed upon by the parties.

2. Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE MONTEBELLO SUPERVISORS' ASSOCIATION	**CITY OF MONTEBELLO**
By:____________________________	By:____________________________
Diane Marquez President	Andrew G. Pasmant Interim City Manager
Date:____________________	Date:____________________
	Approved as to form: _________________________ Arnold Alvarez-Glasman City Attorney

ATTESTED:
____

DATE_________________________

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: July 11, 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. N. Ramirez v. City of Montebello

   A tree growing in claimants lawn has caused root damage to driveway, lawn and curb. Claimant wants City to remove the tree.

   Amount claimed: $10,000.00

ITEM #23

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. 1449, consisting of seven pages, and including

Warrant No. 578677 through 578968;

Warrant No. 1399;

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 11th DAY OF JULY, 2018.

____

VANESSA DELGADO, Mayor

ATTEST:

____

IRMA BARAJAS, City Clerk

ITEM# 24

CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
578677	06/27/2018	$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
578678	06/27/2018	$2,404.35	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
578679	06/27/2018	$2,311.79	PREPAID EXPENSES	47	ALTEC CAPITAL SERVICES
578680	06/27/2018	$688.77	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
578681	06/27/2018	$492.75	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
578682	06/27/2018	$70.00	TRAINING	21620	BURRO CANYON ENTERPRISES, INC.
578683	06/27/2018	$3,775.75	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
578684	06/27/2018	$405.77	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
578685	06/27/2018	$2,406.60	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
578686	06/27/2018	$72.81	SUPPLIES	13360	DELL MARKETING L.P.
578687	06/27/2018	$24,246.00	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY,INC.
578688	06/27/2018	$270.00	CONTRACT SERVICES	41130	MIHM INC.
578689	06/27/2018	$341.75	SUPPLIES	3560	ENTENMANN-ROVIN CO.
578690	06/27/2018	$184.07	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
578691	06/27/2018	$1,754.30	SUPPLIES	2059	HASA, INC.
578692	06/27/2018	$7,824.49	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC.
578693	06/27/2018	$2,452.64	SUPPLIES	26670	LIFE-ASSIST, INC.
578694	06/27/2018	$2,747.92	REIMBURSEMENTS	790	CITY OF MONTEBELLO PETTY CASH
578695	06/27/2018	$10,175.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
578696	06/27/2018	$127,785.35	CONTRACT SERVICES	19250	N/S CORPORATION
578697	06/27/2018	$10,035.13	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
578698	06/27/2018	$385.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
578699	06/27/2018	$6,482.30	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC

578700	06/27/2018	$503.09	SUPPLIES	15620	OFFICE DEPOT
578701	06/27/2018	$453.85	SUPPLIES	523	PC INDUSTRIAL PRODUCTS LLC
578702	06/27/2018	$120.25	CONTRACT SERVICES	53520	PRAXAIR
578703	06/27/2018	$116.15	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
578704	06/27/2018	$119.90	CONTRACT SERVICES	52940	S & A ENGINE, INC.
578705*	06/27/2018	$396.98	SUPPLIES	2002	JAY O. MARTINEZ/SAM BROWN SHIELD
578706	06/27/2018	$51,354.20	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
578707	06/27/2018	$924.00	CONTRACT SERVICES	36350	SHRED-IT USA
578708	06/27/2018	$1,640.40	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
578709	06/27/2018	$128.61	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
578710	06/27/2018	$128.61	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
578711	06/27/2018	$215.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.
578712	06/27/2018	$365.16	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
578713	06/27/2018	$87.60	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
578714	06/27/2018	$8,763.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS, INC.
578715	06/27/2018	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
578716	06/27/2018	$308.52	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
578717	06/27/2018	$1,167.50	CONTRACT SERVICES	46790	THYSSEN KRUPP ELEVATOR CORP
578718	06/27/2018	$142.35	SUPPLIES	69680	TRIANGLE SPORTS, INC.
578719	06/27/2018	$200.07	UTILITY SERVICES	23610	VERIZON WIRELESS
578720	06/27/2018	$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
578721	06/27/2018	$1,477.92	UTILITY SERVICES	23610	VERIZON WIRELESS
578722	06/27/2018	$621.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
578723	06/27/2018	$705.90	PREPAID EXPENSES	20060	WATER REPLENISHMENT DISTRICT
578724	06/27/2018	$8,335.67	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC
578725	06/27/2018	$321.00	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
578726	06/27/2018	$756.21	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC.
578727	06/28/2018	$638.47	UTILITY SERVICES	1732	AT&T CORP.
578728	06/28/2018	$374.64	SUPPLIES	67210	AIR SOURCE INDUSTRIES

578729	06/28/2018	$3,065.85	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
578730	06/28/2018	$6,226.68	UTILITY SERVICES	39550	AT&T
578731	06/28/2018	$25.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
578732	06/28/2018	$423.88	CONTRACT SERVICES	36870	CINTAS CORPORATION
578733	06/28/2018	$1,557.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY PUBLIC HEALTH
578734	06/28/2018	$2,897.06	MACHINERY & EQUIPMENTS	47770	DUTHIE ELECTRIC SERVICE CORPORATION
578735	06/28/2018	$178.38	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
578736	06/28/2018	$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
578737	06/28/2018	$751.43	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
578738	06/28/2018	$602.93	SUPPLIES	4280	NADINE HERNANDEZ
578739	06/28/2018	$14,299.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
578740	06/28/2018	$9,647.09	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.
578741	06/28/2018	$8,760.00	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
578742	06/28/2018	$31.50	UTILITY SERVICES	100	PICO WATER DISTRICT
578743	06/28/2018	$111.96	CONTRACT SERVICES	53520	PRAXAIR
578744	06/28/2018	$1,057.77	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
578745	06/28/2018	$934.91	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
578746	06/28/2018	$370.22	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
578747	06/28/2018	$2,550.87	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
578748	06/28/2018	$1,081.78	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
578749	06/28/2018	$30,845.41	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
578750	06/28/2018	$19,046.82	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
578751	06/28/2018	$617.53	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
578752	06/28/2018	$4,839.90	SUPPLIES	69680	TRIANGLE SPORTS, INC.
578753	06/28/2018	$23.99	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
578754	06/28/2018	$1,650.66	CONTRACT SERVICES	3450	VALLEY POWER SYSTEMS, INC.
578755	06/28/2018	$1,113.62	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
578756	06/28/2018	$574.89	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
578757	06/28/2018	$40.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ

578758	06/28/2018	$6,080.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
578759	06/28/2018	$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
578760	06/28/2018	$7,786.93	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
578761	06/28/2018	$40.00	CARPOOL INCENTIVE	567	ARTHUR P ANCHONDO
578762	06/28/2018	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
578763	06/28/2018	$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
578764	06/28/2018	$40.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
578765	06/28/2018	$2,360.87	CONTRACT SERVICES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
578766	06/28/2018	$225.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
578767	06/28/2018	$21.42	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
578768	06/28/2018	$40.00	CARPOOL INCENTIVE	291	ROSA AVALOS
578769	06/28/2018	$3,600.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
578770	06/28/2018	$40.00	CARPOOL INCENTIVE	60290	ANDREW BERITICH
578771*	06/28/2018	$160.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
578772	06/28/2018	$693.61	SUPPLIES	55870	DAVID C. MYSZA/BEST BUY CHEMICAL
578773	06/28/2018	$72.79	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
578774	06/28/2018	$1,986.37	SUPPLIES	45580	BISHOP SUPPLY COMPANY, INC.
578775	06/28/2018	$95.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
578776	06/28/2018	$396.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
578777	06/28/2018	$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
578778	06/28/2018	$21,467.92	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
578779*	06/28/2018	$140.00	DUES & SUBSCRIPTIONS	2103	CITY OF CARSON
578780	06/28/2018	$2,907.96	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
578781	06/28/2018	$174.00	SUPPLIES	29460	COMPLETE COACH WORKS
578782	06/28/2018	$2,704.78	SUPPLIES	33060	CONNEY SAFETY PRODUCTS, LLC
578783	06/28/2018	$1,292.50	CONTRACT SERVICES	18840	COOPERATIVE PERSONNEL SERVICES
578784	06/28/2018	$950.00	CONTRACT SERVICES	24490	COPWARE, INC.
578785	06/28/2018	$40.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
578786	06/28/2018	$85.62	SUPPLIES	68080	DERIAN FOODS

578787	06/28/2018	$2,499.99	CONTRACT SERVICES	47260	EAST SAN GABRIEL VALLEY COALITION FOR
578788	06/28/2018	$30,613.09	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
578789	06/28/2018	$1,000.00	CONTRACT SERVICES	75230	FINISH LINE CHARTER
578790	06/28/2018	$154.89	SUPPLIES	38020	FLEET PRIDE, INC.
578791	06/28/2018	$22.82	CONTRACT SERVICES	2068	FOCUS MEDICAL IMAGING, INC.
578792	06/28/2018	$1,499.62	MACHINERY & EQUIPMENTS	3350	GARVEY EQUIPMENT COMPANY
578793	06/28/2018	$484.30	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
578794	06/28/2018	$708.00	SUPPLIES	1979	GLASS DOCTOR OF MONTEBELLO
578795	06/28/2018	$12,125.11	MACHINERY & EQUIPMENTS	180	GLORY GLOBAL SOLUTIONS INC.
578796	06/28/2018	$40.00	CARPOOL INCENTIVE	8260	BEATRICE GOMEZ
578797	06/28/2018	$305.51	SUPPLIES	9470	GRAINGER, INC.
578798	06/28/2018	$40.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
578799	06/28/2018	$927.75	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
578800	06/28/2018	$28,000.00	CONTRACT SERVICES	1349	HEART OF COMPASSION
578801	06/28/2018	$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
578802	06/28/2018	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
578803	06/28/2018	$1,724.66	CONTRACT SERVICES	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
578804	06/28/2018	$1,613.84	CONTRACT SERVICES	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
578805	06/28/2018	$1,690.19	CONTRACT SERVICES	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
578806	06/28/2018	$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
578807	06/28/2018	$495.72	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
578808	06/28/2018	$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
578809	06/28/2018	$40.00	CARPOOL INCENTIVE	50070	JENNY CHAN KESHISHYAN
578810	06/28/2018	$477.26	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
578811	06/28/2018	$456.32	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
578812	06/28/2018	$2,624.75	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
578813	06/28/2018	$16,448.80	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
578814	06/28/2018	$756.80	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
578815*	06/28/2018	$538.07	SUPPLIES	2061	LITANIA SPORTS GROUP, INC.

578816	06/28/2018	$295.00	CONTRACT SERVICES	47110	LM SYSTEMS
578817	06/28/2018	$171.61	VEHICLE MAINTENANCE/EXPENSES	585	KENNEY HOLDINGS, LLC/LOS ALAMITOS AUTO
578818	06/28/2018	$333.06	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
578819	06/28/2018	$762.39	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS, LLC
578820	06/28/2018	$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
578821	06/28/2018	$250.00	REFUND	1648	DIANA MARIE MEDRANO
578822	06/28/2018	$40.00	CARPOOL INCENTIVE	35830	JOSE MELENDEZ
578823	06/28/2018	$250.00	REFUND	2104	MARLENE RIOS MENDEZ
578824	06/28/2018	$40.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
578825	06/28/2018	$396.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
578826	06/28/2018	$5,746.23	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRES
578827	06/28/2018	$250.00	REFUND	2105	JOE MORALES
578828	06/28/2018	$3,724.06	CONTRACT SERVICES	1845	MYVAR, LLC
578829	06/28/2018	$1,374.84	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
578830	06/28/2018	$2,630.36	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
578831	06/28/2018	$181.00	REFUND	2100	MARTHA BEATRIZ OCEGUEDA
578832	06/28/2018	$304.59	SUPPLIES	15620	OFFICE DEPOT
578833	06/28/2018	$40.00	CARPOOL INCENTIVE	1596	JESSICA ORTIZ
578834	06/28/2018	$1,171.29	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
578835	06/28/2018	$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
578836	06/28/2018	$80.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX
578837	06/28/2018	$277.93	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
578838	06/28/2018	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
578839	06/28/2018	$236.52	MACHINERY & EQUIPMENTS	538	PCMG, INC.
578840	06/28/2018	$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
578841	06/28/2018	$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
578842	06/28/2018	$375.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
578843	06/28/2018	$40.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
578844	06/28/2018	$18,910.00	CONTRACT SERVICES	1397	REILLY WORKPLACE INVESTIGATIONS

578845	06/28/2018	$140.00	REFUND	2113	FRANK RESENDEZ
578846	06/28/2018	$95.00	CARPOOL INCENTIVE	57000	ALBERT RIVERS
578847	06/28/2018	$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
578848	06/28/2018	$250.00	REFUND	2116	GUSTAVO RUIZ
578849	06/28/2018	$25,448.59	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
578850	06/28/2018	$7,478.02	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
578851	06/28/2018	$7,759.98	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
578852	06/28/2018	$6,166.21	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
578853	06/28/2018	$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
578854	06/28/2018	$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
578855	06/28/2018	$5,746.67	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC/SAWYER PETROMEUM
578856	06/28/2018	$15,792.98	CONTRACT SERVICES	1937	SHI INTERNATIONAL CORP.
578857	06/28/2018	$12,452.09	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
578858	06/28/2018	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
578859	06/28/2018	$250.00	REFUND	2115	JAVIER SOLIS
578860	06/28/2018	$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
578861	06/28/2018	$7.11	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
578862*	06/28/2018	$12,862.50	CONTRACT SERVICES	2098	SOUTHERN CALIFORNIA MULCH INC.
578863	06/28/2018	$6,480.00	CONTRACT SERVICECS	65	SPECIAL SERVICES GROUP, LLC
578864*	06/28/2018	$3,153.60	SUPPLIES	2073	STOVER SEED COMPANY
578865	06/28/2018	$368.17	CONTRACT SERVICECS	2004	TABORDA SOLUTIONS, INC.
578866	06/28/2018	$250.00	REFUND	1893	ROBERT TAPIA
578867	06/28/2018	$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
578868	06/28/2018	$12,026.16	CONTRACT SERVICES	20070	UC REGENTS
578869	06/28/2018	$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
578870	06/28/2018	$2,737.79	SUPPLIES	59290	UNIVAR USA INC.
578871	06/28/2018	$2,822.61	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
578872	06/28/2018	$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
578873	06/28/2018	$40.00	CARPOOL INCENTIVE	52570	CLAUDIA S. VARGAS

578874	06/28/2018	$40.00	CARPOOL INCENTIVE	62650	DELFINA VARGAS
578875	06/28/2018	$80.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
578876	06/28/2018	$250.00	REFUND	2114	LUIS VERJAN
578877	06/28/2018	$1,883.68	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
578878	06/28/2018	$1,797.55	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC.
578879	06/28/2018	$1,742.50	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
578880	06/28/2018	$327.13	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING, INC.
578881	07/03/2018	$4,264.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
578882	07/03/2018	$53.65	UTILITY SERVICES	39550	AT&T
578883	07/03/2018	$947.03	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
578884	07/03/2018	$427.41	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
578885	07/03/2018	$640.24	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
578886	07/03/2018	$640.24	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
578887	07/03/2018	$640.24	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
578888	07/03/2018	$1,240.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578889	07/03/2018	$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578890	07/03/2018	$1,268.63	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578891	07/03/2018	$69.95	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
578892	07/03/2018	$2,912.76	CONTRACT SERVICES	24230	COASTLINE EQUIPMENT
578893	07/03/2018	$46,365.01	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
578894	07/03/2018	$20.81	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
578895	07/03/2018	$441.49	UNIFORM EXPENSE	55650	GALLS, LLC
578896	07/03/2018	$295.26	TRAVEL & MEETINGS	29610	JACK H. HADJINIAN
578897	07/03/2018	$292.65	TRAVEL & MEETINGS	24930	WILLIAM M. MOLINARI
578898	07/03/2018	$92.13	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
578899	07/03/2018	$5,335.99	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
578900	07/03/2018	$5,335.99	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
578901	07/03/2018	$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
578902	07/03/2018	$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH

578903	07/03/2018	$297.44	TRAVEL & MEETINGS	73120	VIVIAN A. ROMERO
578904	07/03/2018	$256.00	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
578905	07/03/2018	$5,864.18	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
578906	07/03/2018	$955.40	TRAVEL & MEETINGS	24280	MARTIN SOLANO
578907	07/03/2018	$537.19	CONTRACT SERVICES	33250	DG ENGERY SERVICES, INC.
578908	07/03/2018	$2,345.73	UTILITY SERVICES	526	T-MOBILE USA, INC.
578909	07/03/2018	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
578910	07/03/2018	$991.76	SUPPLIES	2120	TELEFLEX MEDICAL
578911	07/03/2018	$2,726.34	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
578912	07/03/2018	$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
578913	07/03/2018	$456.31	UTILITY SERVICES	23610	VERIZON WIRELESS
578914	07/03/2018	$6,965.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
578915	07/03/2018	$897.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
578916	07/03/2018	$1,781.00	CONTRACT SERVICES	73370	WEST PACIFIC MEDICAL LABORATORY
578917	07/03/2018	$81.34	SUPPLIES	16030	AAA ELECTRICAL SUPPLY
578918	07/03/2018	$730.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
578919	07/03/2018	$21,894.05	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
578920	07/03/2018	$171.00	REFUND	1361	JESSICA ARMENTA
578921	07/03/2018	$30.66	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
578922	07/03/2018	$105.43	SUPPLIES	3320	BOB BARKER COMPANY INC.
578923	07/03/2018	$480.00	EDUCATION REIMBURSEMENT	319	MATTHEW J. BEVERIDGE
578924	07/03/2018	$6,000.00	CONTRACT SERVICES	848	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
578925	07/03/2018	$5,090.00	DUES & SUBSCRIPTIONS	55	CALIFORNIA CONTRACT CITIES ASSOC.
578926	07/03/2018	$155.00	DUES & SUBSCRIPTIONS	22830	CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION
578927	07/03/2018	$22,281.04	CONTRACT SERVICES	52070	TOM CAMACHO
578928	07/03/2018	$446.47	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
578929	07/03/2018	$640.00	INCURRED CLAIMS	1643	COMPANY NURSE
578930	07/03/2018	$7,694.07	CONTRACT SERVICES	59180	COMPUTER PROTECTION TECHNOLOGY, INC
578931	07/03/2018	$275.00	REFUND	2117	COSTELLO ROGERS AND ASSOCIATES

578932	07/03/2018	$562.75	SUPPLIES	26080	L. N. CURTIS & SONS
578933	07/03/2018	$368.44	SUPPLIES	13360	DELL MARKETING L.P.
578934	07/03/2018	$10,815.00	CONTRACT SERVICES	2075	HAROLD J. EDISON/EDISON LITIGATION
578935	07/03/2018	$839.25	SUPPLIES	1252	EVIDENT, INC.
578936	07/03/2018	$1,981.95	MACHINERY & EQUIPMENTS	807	FOOTHILL COMMUNICATIONS, LLC
578937	07/03/2018	$36,705.17	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION, INC.
578938	07/03/2018	$966.62	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
578939	07/03/2018	$651.79	SUPPLIES	2059	HASA, INC.
578940	07/03/2018	$338.98	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
578941	07/03/2018	$2,494.17	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
578942	07/03/2018	$21,070.02	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
578943	07/03/2018	$734.27	CONTRACT SERVICES	1923	LOS ANGELES CONSERVATION CORPS.
578944	07/03/2018	$150.00	TRAINING	47420	DIANE MARQUEZ
578945	07/03/2018	$250.00	GENERAL GOVERNMENT	2118	MICHELLE MARTINEZ
578946	07/03/2018	$2,995.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
578947	07/03/2018	$239,760.65	CONTRACT SERVICES	1845	MYVAR, LLC
578948	07/03/2018	$7,085.10	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
578949	07/03/2018	$1,519.66	SUPPLIES	15620	OFFICE DEPOT
578950	07/03/2018	$16,480.00	CONTRACT SERVICES	1374	CHARLES STEPHEN HOWE/OUTREACH CONCEPTS
578951	07/03/2018	$450.58	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
578952	07/03/2018	$499.68	FRINGE BENEFITS	42490	LINDA PAYAN
578953	07/03/2018	$38.90	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
578954	07/03/2018	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
578955	07/03/2018	$1,517.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
578956	07/03/2018	$150.00	TRAINING	2106	KENNETH RESER
578957	07/03/2018	$27,731.36	DUES & SUBSCRIPTIONS	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
578958	07/03/2018	$150.00	TRAINING	35750	STEPHEN SHARPE
578959	07/03/2018	$1,650.67	MEDICAL REIMBURSEMENT	9340	GEORGE S. SIMONIAN
578960*	07/03/2018	$1,800.00	CONTRACT SERVICES	2069	WILLIAM RACOWSCHI/TTP TRAINING & CONSULTING

578961	07/03/2018	$475.43	MEDICAL REIMBURSEMENT	27300	ROBERT C. TUFANO
578962	07/03/2018	$233.27	SUPPLIES	45120	ULINE
578963	07/03/2018	$7,245.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
578964	07/03/2018	$374.07	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
578965	07/03/2018	$5,143.46	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
578966	07/03/2018	$10,099.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
578967	07/03/2018	$6,513.00	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
578968	07/03/2018	$328.50	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
	Total	**$1,324,803.85**			

6093 - Successor Agency

1399	07/03/2018	$187.50	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
	Total	**$187.50**			

* 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.

CITY OF MONTEBELLO
City of Montebello REGISTER OF DEMANDS NO. 1449

Payment Register

From Payment Date: 6/27/2018 - To Payment Date: 7/3/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
Check			
578677	06/27/2018	ADCO SERVICES, INC.	$330.00
578678	06/27/2018	ALL CITY MANAGEMENT SERVICES	$2,404.35
578679	06/27/2018	ALTEC CAPITAL SERVICES, LLC	$2,311.79
578680	06/27/2018	APPLE ONE EMPLOYMENT SERVICES	$688.77
578681	06/27/2018	ARTE PRINTING	$492.75
578682	06/27/2018	BURRO CANYON SHOOTING PARK	$70.00
578683	06/27/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	$3,775.75
578684	06/27/2018	CLEAN SWEEP SUPPLY CO. INC	$405.77
578685	06/27/2018	DAILY JOURNAL CORPORATION	$2,406.60
578686	06/27/2018	DELL MARKETING L.P.	$72.81
578687	06/27/2018	DELTA MOTOR COMPANY,INC.	$24,246.00
578688	06/27/2018	EMERGENCY RESPONSE CRIME SCENE CLEANING	$270.00
578689	06/27/2018	ENTENMANN-ROVIN CO.	$341.75
578690	06/27/2018	FEDERAL EXPRESS CORPORATION	$184.07
578691	06/27/2018	HASA , INC.	$1,754.30
578692	06/27/2018	HI-WAY SAFETY, INC.	$7,824.49
578693	06/27/2018	LIFE-ASSIST, INC.	$2,452.64
578694	06/27/2018	MONTEBELLO CITY PETTY CASH	$2,747.92
578695	06/27/2018	MR. ROOTER PLUMBING	$10,175.00
578696	06/27/2018	N/S CORPORATION	$127,785.35
578697	06/27/2018	NATIONWIDE ENVIRONMENTAL SERVICES	$10,035.13
578698	06/27/2018	NAVARRO'S TOWING SERVICE	$385.00
578699	06/27/2018	NEW FLYER PARTS	$6,482.30
578700	06/27/2018	OFFICE DEPOT	$503.09
578701	06/27/2018	PC INDUSTRIAL PRODUCTS LLC	$453.85
578702	06/27/2018	PRAXAIR	$120.25
578703	06/27/2018	PRUDENTIAL OVERALL SUPPLY	$116.15
578704	06/27/2018	S & A ENGINE, INC.	$119.90
578705*	06/27/2018	SAM BROWN SHIELD, INC.	$396.98
578706	06/27/2018	SAWYER PETROLEUM	$51,354.20
578707	06/27/2018	SHRED-IT USA LLC.	$924.00
578708	06/27/2018	SOUTH BAY FORD, INC.	$1,640.40
578709	06/27/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	$128.61
578710	06/27/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	$128.61
578711	06/27/2018	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.	$215.00
578712	06/27/2018	SOUTHERN COACH PARTS COMPANY	$365.16
578713	06/27/2018	SUEZ WTS SERVICES USA, INC.	$87.60
578714	06/27/2018	SUPERIOR PAVEMENT MARKINGS, INC.	$8,763.00
578715	06/27/2018	TANK SPECIALIST OF CALIFORNIA	$189.75
578716	06/27/2018	THOMSON REUTERS - WEST	$308.52
578717	06/27/2018	THYSSEN KRUPP ELEVATOR CORP	$1,167.50
578718	06/27/2018	TRIANGLE SPORTS	$142.35

City of Montebello

Payment Register

From Payment Date: 6/27/2018 - To Payment Date: 7/3/2018

Number	Date	Payee Name	Transaction Amount
578719	06/27/2018	VERIZON WIRELESS	$200.07
578720	06/27/2018	VERIZON WIRELESS	$200.05
578721	06/27/2018	VERIZON WIRELESS	$1,477.92
578722	06/27/2018	VORTEX INDUSTRIES	$621.00
578723	06/27/2018	WATER REPLENISHMENT DISTRICT	$705.90
578724	06/27/2018	WAYNE ELECTRIC COMPANY	$8,335.67
578725	06/27/2018	WESTERN ALLIED CORPORATION	$321.00
578726	06/27/2018	WESTRUX INTERNATIONAL INC.	$756.21
578727	06/28/2018	ACC BUSINESS	$638.47
578728	06/28/2018	AIR SOURCE INDUSTRIES	$374.64
578729	06/28/2018	APPLE ONE EMPLOYMENT SERVICES	$3,065.85
578730	06/28/2018	AT&T	$6,226.68
578731	06/28/2018	BRIGADE PEST MANAGEMENT	$25.00
578732	06/28/2018	CINTAS CORPORATION	$423.88
578733	06/28/2018	DEPARTMENT OF PUBLIC HEALTH	$1,557.00
578734	06/28/2018	DUTHIE POWER SERVICES	$2,897.06
578735	06/28/2018	E-Z GO DIVISION OF TEXTRON	$178.38
578736	06/28/2018	FLAIR DATA SERVICES, INC.	$4,167.00
578737	06/28/2018	GENFARE	$751.43
578738	06/28/2018	HERNANDEZ, NADINE	$602.93
578739	06/28/2018	LOS ANGELES COUNTY SUPERIOR COURT	$14,299.50
578740	06/28/2018	MONTEBELLO TIRE PROS	$9,647.09
578741	06/28/2018	MUNITEMPS	$8,760.00
578742	06/28/2018	PICO WATER DISTRICT	$31.50
578743	06/28/2018	PRAXAIR	$111.96
578744	06/28/2018	PREMIERE CUSTOM SILKSCREENING	$1,057.77
578745	06/28/2018	RANCHO JANITORIAL	$934.91
578746	06/28/2018	READY REFRESH BY NESTLE	$370.22
578747	06/28/2018	SAWYER PETROLEUM	$2,550.87
578748	06/28/2018	SOUTH BAY FORD, INC.	$1,081.78
578749	06/28/2018	SOUTHERN CALIFORNIA EDISON	$30,845.41
578750	06/28/2018	SOUTHERN CALIFORNIA GAS CO.	$19,046.82
578751	06/28/2018	TPX COMMUNICATIONS	$617.53
578752	06/28/2018	TRIANGLE SPORTS	$4,839.90
578753	06/28/2018	UNITED PARCEL SERVICE	$23.99
578754	06/28/2018	VALLEY POWER SYSTEMS, INC.	$1,650.66
578755	06/28/2018	WEST-LITE SUPPLY CO.,INC.	$1,113.62
578756	06/28/2018	A TO Z FIRE PROTECTION COMPANY	$574.89
578757	06/28/2018	ACEVEZ, ANTHONY	$40.00
578758	06/28/2018	ADCO SERVICES, INC.	$6,080.00
578759	06/28/2018	ADR SECURITY SYSTEMS, INC.	$144.00
578760	06/28/2018	ADVANCED APPLIED ENGINEERING, INC.	$7,786.93
578761	06/28/2018	ANCHONDO, ARTHUR, P	$40.00
578762	06/28/2018	ANDRADE, ANDREA	$40.00

Payment Register

From Payment Date: 6/27/2018 - To Payment Date: 7/3/2018

Number	Date	Payee Name	Transaction Amount
578763	06/28/2018	ANDRADE, ERIKA L	$40.00
578764	06/28/2018	APARICIO, RICHARD	$40.00
578765	06/28/2018	ASTRO PLUMBING SUPPLY CO.	$2,360.87
578766	06/28/2018	ATLAS RADIATOR, INC.	$225.00
578767	06/28/2018	AUTOZONE	$21.42
578768	06/28/2018	AVALOS, ROSA	$40.00
578769	06/28/2018	BENNY'S OIL FILTER RECYCLING	$3,600.00
578770	06/28/2018	BERITICH, ANDREW	$40.00
578771*	06/28/2018	BEROKOFF ELECTRIC	$160.00
578772	06/28/2018	BEST BUY CHEMICAL & SUPPLY CO.	$693.61
578773	06/28/2018	BEVERLY HOSPITAL	$72.79
578774	06/28/2018	BISHOP COMPANY	$1,986.37
578775	06/28/2018	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT	$95.00
578776	06/28/2018	CALIFORNIA DEPARTMENT OF JUSTICE	$396.00
578777	06/28/2018	CASTRO, LAURA	$40.00
578778	06/28/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	$21,467.92
578779*	06/28/2018	CITY OF CARSON	$140.00
578780	06/28/2018	CLEAN SWEEP SUPPLY CO. INC	$2,907.96
578781	06/28/2018	COMPLETE COACH WORKS	$174.00
578782	06/28/2018	CONNEY SAFETY PRODUCTS, LLC	$2,704.78
578783	06/28/2018	COOPERATIVE PERSONNEL SERVICES	$1,292.50
578784	06/28/2018	COPWARE, INC.	$950.00
578785	06/28/2018	DE LA TORRE, RAPHAEL	$40.00
578786	06/28/2018	DERIAN FOODS	$85.62
578787	06/28/2018	EAST SAN GABRIEL VALLEY COALITION FOR	$2,499.99
578788	06/28/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	$30,613.09
578789	06/28/2018	FINISH LINE CHARTER	$1,000.00
578790	06/28/2018	FLEET PRIDE, INC.	$154.89
578791	06/28/2018	FOCUS MEDICAL IMAGING, INC.	$22.82
578792	06/28/2018	GARVEY EQUIPMENT COMPANY	$1,499.62
578793	06/28/2018	GENFARE	$484.30
578794	06/28/2018	GLASS DOCTOR OF MONTEBELLO	$708.00
578795	06/28/2018	GLORY GLOBAL SOLUTIONS INC.	$12,125.11
578796	06/28/2018	GOMEZ, BEATRICE	$40.00
578797	06/28/2018	GRAINGER, INC.	$305.51
578798	06/28/2018	GUZMAN, ANDREW	$40.00
578799	06/28/2018	HD INDUSTRIES	$927.75
578800	06/28/2018	HEART OF COMPASSION	$28,000.00
578801	06/28/2018	HERNANDEZ, JUAN, M	$40.00
578802	06/28/2018	HERNANDEZ, NADINE	$40.00
578803	06/28/2018	HOUSING RIGHTS CENTER	$1,724.66
578804	06/28/2018	HOUSING RIGHTS CENTER	$1,613.84
578805	06/28/2018	HOUSING RIGHTS CENTER	$1,690.19
578806	06/28/2018	HUERTA, MONICA	$40.00

City of Montebello

Payment Register

From Payment Date: 6/27/2018 - To Payment Date: 7/3/2018

Number	Date	Payee Name	Transaction Amount
578807	06/28/2018	HYDRAULIC ELECTRIC INC.	$495.72
578808	06/28/2018	JAIMEZ, CRYSTAL	$40.00
578809	06/28/2018	KESHISHYAN, JENNY CHAN	$40.00
578810	06/28/2018	KEYSTONE UNIFORMS	$477.26
578811	06/28/2018	KEYSTONE UNIFORMS	$456.32
578812	06/28/2018	LAW OFFICES OF JONES & MAYER	$2,624.75
578813	06/28/2018	LIEBERT CASSIDY WHITMORE	$16,448.80
578814	06/28/2018	LINCOLN TRAINING CENTER	$756.80
578815*	06/28/2018	LITANIA SPORTS GROUP, INC.	$538.07
578816	06/28/2018	LM SYSTEMS	$295.00
578817	06/28/2018	LOS ALAMITOS AUTO PARTS	$171.61
578818	06/28/2018	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	$333.06
578819	06/28/2018	LOS ANGELES FREIGHTLINER, INC.	$762.39
578820	06/28/2018	MARIA, LUZ	$40.00
578821	06/28/2018	MEDRANO, DIANA MARIE	$250.00
578822	06/28/2018	MELENDEZ, JOSE	$40.00
578823	06/28/2018	MENDEZ, MARLENE RIOS	$250.00
578824	06/28/2018	MEZA, STEPHANIE	$40.00
578825	06/28/2018	MISSION LINEN SUPPLY	$396.62
578826	06/28/2018	MONTEBELLO TIRE PROS	$5,746.23
578827	06/28/2018	MORALES, JOE	$250.00
578828	06/28/2018	MYVAR, LLC	$3,724.06
578829	06/28/2018	NATIONWIDE ENVIRONMENTAL SERVICES	$1,374.84
578830	06/28/2018	NEW FLYER PARTS	$2,630.36
578831	06/28/2018	OCEGUEDA, MARTHA , BEATRIZ	$181.00
578832	06/28/2018	OFFICE DEPOT	$304.59
578833	06/28/2018	ORTIZ, JESSICA	$40.00
578834	06/28/2018	P & R PAPER SUPPLY COMPANY INC.	$1,171.29
578835	06/28/2018	PADILLA, BRIANNON	$40.00
578836	06/28/2018	PALAFOX, VERONICA	$80.00
578837	06/28/2018	PALARDY & MILLER AUTOBODY	$277.93
578838	06/28/2018	PANOSIAN, JO ANN	$40.00
578839	06/28/2018	PCMG, INC. DBA PCM GOV, INC.	$236.52
578840	06/28/2018	PEREZ, WENDY	$40.00
578841	06/28/2018	PORTILLO, ROBERT	$40.00
578842	06/28/2018	PRADO FAMILY SHOOTING RANGE	$375.00
578843	06/28/2018	RABELERO, JESUS	$40.00
578844	06/28/2018	REILLY WORKPLACE INVESTIGATIONS	$18,910.00
578845	06/28/2018	RESENDEZ , FRANK	$140.00
578846	06/28/2018	RIVERS, ALBERT	$95.00
578847	06/28/2018	ROBLES, ESTHER	$40.00
578848	06/28/2018	RUIZ , GUSTAVO	$250.00
578849	06/28/2018	SAN GABRIEL VALLEY WATER CO.	$25,448.59
578850	06/28/2018	SAN GABRIEL VALLEY WATER CO.	$7,478.02

Payment Register

From Payment Date: 6/27/2018 - To Payment Date: 7/3/2018

Number	Date	Payee Name	Transaction Amount
578851	06/28/2018	SAN GABRIEL VALLEY WATER CO.	$7,759.98
578852	06/28/2018	SAN GABRIEL VALLEY WATER CO.	$6,166.21
578853	06/28/2018	SAUCEDO, NICOLE I	$40.00
578854	06/28/2018	SAVEDRA, MICHAEL	$40.00
578855	06/28/2018	SAWYER PETROLEUM	$5,746.67
578856	06/28/2018	SHI INTERNATIONAL CORP.	$15,792.98
578857	06/28/2018	SIEMENS INDUSTRY INC.	$12,452.09
578858	06/28/2018	SOLANO, MARTIN	$40.00
578859	06/28/2018	SOLIS , JAVIER	$250.00
578860	06/28/2018	SOSNOWSKI, DAVID	$40.00
578861	06/28/2018	SOUTH BAY FORD, INC.	$7.11
578862*	06/28/2018	SOUTHERN CALIFORNIA MULCH INC.	$12,862.50
578863	06/28/2018	SPECIAL SERVICES GROUP, LLC	$6,480.00
578864*	06/28/2018	STOVER SEED COMPANY	$3,153.60
578865	06/28/2018	TABORDA SOLUTIONS, INC.	$368.17
578866	06/28/2018	TAPIA, ROBERT	$250.00
578867	06/28/2018	TORRES, JANELLE	$40.00
578868	06/28/2018	UC REGENTS	$12,026.16
578869	06/28/2018	UNITED SITE SERVICES, INC.	$483.25
578870	06/28/2018	UNIVAR USA INC.	$2,737.79
578871	06/28/2018	US SECURITY ASSOCIATES, INC.	$2,822.61
578872	06/28/2018	VALENZUELA, MATTHEW , A	$40.00
578873	06/28/2018	VARGAS, CLAUDIA S	$40.00
578874	06/28/2018	VARGAS, DELFINA	$40.00
578875	06/28/2018	VEGA, MATTHEW	$80.00
578876	06/28/2018	VERJAN, LUIS	$250.00
578877	06/28/2018	WEST-LITE SUPPLY CO.,INC.	$1,883.68
578878	06/28/2018	WESTRUX INTERNATIONAL INC.	$1,797.55
578879	06/28/2018	WILLDAN FINANCIAL SERVICES	$1,742.50
578880	06/28/2018	X-IGENT PRINTING, INC.	$327.13
578881	07/03/2018	ALLIANT INSURANCE SERVICES, INC.	$4,264.00
578882	07/03/2018	AT&T	$53.65
578883	07/03/2018	BIRCH COMMUNICATIONS	$947.03
578884	07/03/2018	BIRCH COMMUNICATIONS	$427.41
578885	07/03/2018	BIRCH COMMUNICATIONS	$640.24
578886	07/03/2018	BIRCH COMMUNICATIONS	$640.24
578887	07/03/2018	BIRCH COMMUNICATIONS	$640.24
578888	07/03/2018	CHARTER COMMUNCIATIONS	$1,240.04
578889	07/03/2018	CHARTER COMMUNCIATIONS	$21.09
578890	07/03/2018	CHARTER COMMUNCIATIONS	$1,268.63
578891	07/03/2018	CHARTER COMMUNCIATIONS	$69.95
578892	07/03/2018	COASTLINE EQUIPMENT	$2,912.76
578893	07/03/2018	DELTA DENTAL OF CALIFORNIA	$46,365.01
578894	07/03/2018	FEDERAL EXPRESS CORPORATION	$20.81

Payment Register

From Payment Date: 6/27/2018 - To Payment Date: 7/3/2018

Number	Date	Payee Name	Transaction Amount
578895	07/03/2018	GALLS/UNIFORM CENTER	$441.49
578896	07/03/2018	HADJINIAN, JACK H	$295.26
578897	07/03/2018	MOLINARI, WILLIAM M.	$292.65
578898	07/03/2018	PRUDENTIAL OVERALL SUPPLY	$92.13
578899	07/03/2018	RICOH AMERICAS CORP.	$5,335.99
578900	07/03/2018	RICOH AMERICAS CORP.	$5,335.99
578901	07/03/2018	RICOH AMERICAS CORP.	$80.26
578902	07/03/2018	RICOH AMERICAS CORP.	$578.70
578903	07/03/2018	ROMERO, VIVIAN A	$297.44
578904	07/03/2018	SALDANA LANDSCAPE INC.	$256.00
578905	07/03/2018	SAWYER PETROLEUM	$5,864.18
578906	07/03/2018	SOLANO, MARTIN	$955.40
578907	07/03/2018	SWEINHART ELECTRIC CO., INC.	$537.19
578908	07/03/2018	T-MOBILE USA, INC.	$2,345.73
578909	07/03/2018	TANK SPECIALIST OF CALIFORNIA	$189.75
578910	07/03/2018	TELEFLEX MEDICAL	$991.76
578911	07/03/2018	TPX COMMUNICATIONS	$2,726.34
578912	07/03/2018	VERIZON WIRELESS	$38.01
578913	07/03/2018	VERIZON WIRELESS	$456.31
578914	07/03/2018	VISION SERVICE PLAN	$6,965.00
578915	07/03/2018	VORTEX INDUSTRIES	$897.00
578916	07/03/2018	WEST PACIFIC MEDICAL LABORATORY	$1,781.00
578917	07/03/2018	AAA ELECTRICAL SUPPLY	$81.34
578918	07/03/2018	ADCO SERVICES, INC.	$730.00
578919	07/03/2018	ADVANCED APPLIED ENGINEERING, INC.	$21,894.05
578920	07/03/2018	ARMENTA, JESSICA	$171.00
578921	07/03/2018	ARTE PRINTING	$30.66
578922	07/03/2018	BARKER, BOB COMPANY INC.	$105.43
578923	07/03/2018	BEVERIDGE, MATTHEW J	$480.00
578924	07/03/2018	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING	$6,000.00
578925	07/03/2018	CALIFORNIA CONTRACT CITIES ASSOC.	$5,090.00
578926	07/03/2018	CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION	$155.00
578927	07/03/2018	CAMACHO, TOM	$22,281.04
578928	07/03/2018	COLUMBIA BUSINESS FORMS, INC.	$446.47
578929	07/03/2018	COMPANY NURSE	$640.00
578930	07/03/2018	COMPUTER PROTECTION TECHNOLOGY, INC	$7,694.07
578931	07/03/2018	COSTELLO ROGERS AND ASSOCIATES	$275.00
578932	07/03/2018	CURTIS, L.N. & SONS	$562.75
578933	07/03/2018	DELL MARKETING L.P.	$368.44
578934	07/03/2018	EDISON LITIGATION TECH ADVISORY SERVICES, LLC	$10,815.00
578935	07/03/2018	EVIDENT, INC.	$839.25
578936	07/03/2018	FOOTHILL COMMUNICATIONS, LLC	$1,981.95
578937	07/03/2018	GEO CORRECTIONS & DETENTION, INC.	$36,705.17
578938	07/03/2018	GILLIG LLC	$966.62

City of Montebello

Payment Register

From Payment Date: 6/27/2018 - To Payment Date: 7/3/2018

Number	Date	Payee Name	Transaction Amount
578939	07/03/2018	HASA , INC.	$651.79
578940	07/03/2018	IRON MOUNTAIN INC.	$338.98
578941	07/03/2018	IRRI-CARE PLUMBING AND BACKFLOW TESTING	$2,494.17
578942	07/03/2018	LINCOLN TRAINING CENTER	$21,070.02
578943	07/03/2018	LOS ANGELES CONSERVATION CORPS	$734.27
578944	07/03/2018	MARQUEZ, DIANE	$150.00
578945	07/03/2018	MARTINEZ , MICHELLE	$250.00
578946	07/03/2018	MR. ROOTER PLUMBING	$2,995.00
578947	07/03/2018	MYVAR, LLC	$239,760.65
578948	07/03/2018	NEW FLYER PARTS	$7,085.10
578949	07/03/2018	OFFICE DEPOT	$1,519.66
578950	07/03/2018	OUTREACH CONCEPTS	$16,480.00
578951	07/03/2018	PAR WEST TURF SERVICES, INC,	$450.58
578952	07/03/2018	PAYAN, LINDA	$499.68
578953	07/03/2018	PRUDENTIAL OVERALL SUPPLY	$38.90
578954	07/03/2018	REDFLEX TRAFFIC SYSTEMS	$20,000.00
578955	07/03/2018	RELIANT URGENT CARE	$1,517.00
578956	07/03/2018	RESER, KENNETH	$150.00
578957	07/03/2018	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	$27,731.36
578958	07/03/2018	SHARPE, STEPHEN	$150.00
578959	07/03/2018	SIMONIAN, GEORGE S.	$1,650.67
578960*	07/03/2018	TTP TRAINING AND CONSULTING	$1,800.00
578961	07/03/2018	TUFANO, ROBERT C.	$475.43
578962	07/03/2018	ULINE,INC.	$233.27
578963	07/03/2018	UNIQUE GENERAL SERVICES	$7,245.00
578964	07/03/2018	VALLEY POWER SYSTEMS, INC.	$374.07
578965	07/03/2018	VORTEX INDUSTRIES	$5,143.46
578966	07/03/2018	WEST COAST ARBORISTS, INC.	$10,099.00
578967	07/03/2018	WESTERN ALLIED CORPORATION	$6,513.00
578968	07/03/2018	WHITTIER FERTILIZER COMPANY	$328.50
Type Check Totals:			$1,324,803.85
4331 - General Account Totals			

6093 - Successor Agency

Check

Number	Date	Payee Name	Transaction Amount
1399	07/03/2018	DAILY JOURNAL CORPORATION	$187.50
Type Check Totals:			$187.50
6093 - Successor Agency Totals			

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time payment for any such contract is listed on a warrant register.