MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA[1] [1][2]
WEDNESDAY, August 8, 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**
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 54956.9(d)(2)
One Matter

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

REGULAR SESSION

6. **INVOCATION**

PLEDGE OF ALLEGIANCE

7. **PRESENTATION**

a. INTRODUCTION OF ASHIYA JAPAN STUDENT AMBASSADORS
b. INTRODUCTION OF NEW POLICE OFFICERS

8. **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.

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

10. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

11. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

12. APPROVAL OF AGENDA: Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception Item Nos. 13, 14 and any other item upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

13. PUBLIC HEARING: USER FEES RESOLUTION

COMMENT: The City Council will conduct a public hearing to 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 for 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 fees proposed are necessary to reduce the budget structural deficit.

RECOMMENDATION: It is recommended that pending public testimony, the City Council adopt the attached resolution amending certain City fees, fines and penalties.

14. TAYLOR RANCH UPDATE

COMMENT: There is no fiscal impact to receiving information summarizing the Taylor Ranch Committee Meeting held on Tuesday, July 24th. The Committee agreed to conduct public outreach meetings to gage community interest in what they would like to see in the Taylor Ranch Cultural Arts Center. City Staff are preparing a Request for Proposals/Qualifications with proposals being due on August 8th.

There is no fiscal impact to receiving information summarizing the Taylor Ranch Committee Meeting held on Tuesday, July 24th.

RECOMMENDATION: That the City Council receives and files this report on a summary of the Taylor Ranch Cultural Arts Committee Meeting with City Staff and members of the Economic Development Ad-Hoc Committee.

CONSENT MATTERS

15. PROFESSIONAL SERVICE AGREEMENT WITH ALL CITY MANAGEMENT SERVICES FOR SCHOOL CROSSING GUARD SERVICES

COMMENT: All City Management Services has established an excellent reputation within the City of Montebello. They have demonstrated their ability to continuously provide a professional and courteous service to students of the Montebello Unified School District and surrounding community.

It is the recommendation of the Montebello Police Department that the City Council approve a Professional Services Agreement with All City Management Services to continue providing school crossing guard services. The contract term will be three (3) years: 2018-2019, 2019-2020, and 2020-2021.

Funds for crossing guard services are currently budgeted in the Police Department's Fiscal Year 2018-2019, Investigative Services, Outside Contracts account. Per an MOU with the Montebello Unified School District, the District will pay for ten (10) percent of the yearly cost for crossing guard services. Once the contract is approved, the Police Department will prepare an invoice and submit it to the School District.

RECOMMENDATION: It is recommended that the City Council approve a Professional Services Agreement with All City Management Services to provide crossing guard services.

16. FARE RESTRUCTURING

COMMENT: That the City Council adopt the fare restructuring as proposed with an implementation date of January 1, 2019.

Total fare revenue is expected to increase by $37,128 annually the first year.

RECOMMENDATION: That the City Council adopt the fare restructuring as proposed. The forecast model projects that the fare change will 4.47% decrease in ridership in additional to historical ridership declines.

17. RUN CUTTING AND SCHEDULING SOFTWARE - REQUEST FOR PROPOSAL NO.18-36

COMMENT: The City Council will consider authorizing the Acting City Manager to execute a Contract Agreement in the amount of $188,216 to AVAIL Technologies, Inc. for Request for Proposal (RFP) No. 18-36 for the Run Cutting and Scheduling Software project for City's Transportation Department.

Approved funding for this item will have no adverse impact on the General Fund.

RECOMMENDATION: That the City Council award a contract to AVAIL Technologies, Inc. for installing Run Cutting and Scheduling Software for Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

18. CLEAN ENERGY

COMMENT: With the approval of the proposed First Amendment, the City's Agreement with Contractor will be revised to accurately reflect changes in compensation, extension of the Agreement's expiration date, and the addition of Contractor's service terms to the Agreement.

Approval of the First Amendment will allocate a $600,000 increase to Contractor's compensation for continuance of services to the City's CNG Fueling Station Project.

RECOMMENDATION: Staff recommends that the City Council adopt the First Amendment to the Agreement No. 2669 For Compressed Natural Gas (CNG) Fueling Station Project ("First Amendment").

19. EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND BUS REPAINTING - REQUEST FOR PROPOSAL NO.18-37

COMMENT: The City Council will consider authorizing the Acting City Manager to execute a Contract Agreement in the amount of $619,740.18 to Complete Coach Works (CCW) for Request for Proposal (RFP) No. 18-36 for Exterior Bus Graphics Decal Replacement and Bus Repainting Phase I project. The City Council will also consider authorizing the City Manager to execute a Contract Agreement in the amount of $270,750.98 to Decals By Design Inc. for Phase II of the project.

Approved funding for this item will have no adverse impact on the General Fund.

RECOMMENDATION: That the City Council award a contract to Complete Coach Works (CCW) for exterior bus repainting and a contract to Decals By Design INC. for exterior bus graphics decals replacement for Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreements on behalf of the City.

20. SECOND AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE EXTENSION OF SOFTWARE MAINTENANCE

COMMENT: The City Council will consider approving an extension of a software maintenance agreement with Tyler Technologies for ongoing maintenance of the City's financial and personnel management systems.

The cost of the agreement with Tyler for the current year is $65,984.64. This amount is included within the FY 2018-2019 budget.

RECOMMENDATION: That the City Council approve a software maintenance agreement with Tyler Technologies for ongoing management and maintenance of the City's financial and human resources software systems.

21. CITY OF MONTEBELLO AD HOC CITIZENS BUDGET ADVISORY COMMITTEE

COMMENT: The City Council will consider the formation, staffing, and purpose of an Ad Hoc Citizens Budget Advisory Committee.

There is no direct impact to the General Fund associated with this action. However, administrative and staff expenses will be incurred in connection with preparing for, managing, operating, and staffing Committee meetings.

RECOMMENDATION: That the City Council create and approve a framework for an Ad Hoc Citizens Budget Advisory Committee (CBAC).

22. CITY WARRANTS, LOCAL AGENCY INVESTMENT FUND (LAIF) AND AUTHORIZED SIGNATURES

COMMENT: The City Council will consider updating the City's resolution related to authorized signatories on City Warrants, Checks, Bank Accounts and updating the authorize signatories for the Successor Agency and City LAIF accounts.

There is no impact to the Successor Agency or City's General Funds associated with these actions.

RECOMMENDATION: Approve and adopt the Resolutions related to authorized signatories for City Warrants, Checks, Bank Accounts and to update the authorized officers for the Successor Agency and City LAIF accounts.

23. CONTINUATION OF CALPERS CONTRIBUTIONS

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

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

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

24. PROFESSIONAL SERVICES AGREEMENT FOR LABOR CONSULTANT AND CORRESPONDING BUDGET APPROPRIATION RESOLUTION

COMMENT: The City Council will consider approval of a Professional Services Agreement with Chris Birch for Labor Consultant Services and a budget appropriation for expenses related to the temporary staffing needs of the City which includes retaining a labor consultant to assist City Staff.

The temporary costs of the Labor Consultant will be allocated between the General Fund (75%) and Transit Fund (25%). A budget appropriation is needed in order to fund this service up to $50,000 within FY 2018/19. The approved budget for FY 2018/19 includes the frozen position of a Director of Human Resources. Therefore, no general fund reserves will be requested to cover the cost. The Transit portion will be transferred From Transit reserves.

RECOMMENDATION: That the City Council approve a Professional Services Agreement for Labor Consultant with Chris Birch and a budget appropriation for estimated costs related to retaining a labor consultant to assist City Staff.

25. A REQUEST TO ACCEPT AS COMPLETE – ELLINGBROOK DRIVE STREET IMPROVEMENT PROJECT (FIRVALE AVENUE TO EASTERLY END CUL-DE-SAC) RFF # 18-15, CP 862, FY 2017/2018

COMMENT: The City Council will consider acceptance of the Ellingbrook Avenue Street Improvement Project, CP 862, Bid No. 18-15, Fiscal Year 2017/18,as complete and authorize the City Clerk to process the Notice of Completion.

This project is funded with Measure "R" funds. The project final cost was $269,927.85, which is approximately 13% lower than the project allocation of $309,831.00 and a project savings of $39,903.15. There is no impact on the General Fund.

RECOMMENDATION: That the City Council accept the Ellingbrook Drive Street Improvement Project (Firvale Avenue to Easterly end Cul-de-Sac) RFF # 18-15, CP 862, FY 2017/2018, as complete and authorize the City Clerk to process the Notice of Completion.

26. CANCEL AUGUST 22ND MEETING

COMMENT: The second meeting in August is scheduled for August 22, 2018. The City Council has from time to time cancelled City Council meetings to allow for vacation schedules of staff and City Council.

There is no fiscal impact.

RECOMMENDATION: It is recommended that the City Council: Cancel the regularly scheduled City Council meeting of August 22, 2018.

27. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to ***DENY*** the following claim: J. Garcia in the amount of $25,000.00**.**

28. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED AUGUST 8, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated August 8, 2018.

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

COUNCIL ORALS

30. MAYOR PRO TEM HADJINIAN

None.

31. COUNCILMEMBER ROMERO

a. Consensus to adopt an ordinance prohibiting utilities from digging up city streets after they have been repaved.
b. Policies and procedures for naming and dedicating City facilities.
c.

32. COUNCILMEMBER MOLINARI

None.

33. COUNCILMEMBER BARAJAS

None.

34. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Public Hearing: Amending Resolution 18-50A and Certain User Fees

DATE: August 8, 2018

RECOMMENDATION

It is recommended that pending public testimony, the City Council adopt the attached resolution amending certain City fees, fines and penalties.

BACKGROUND

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. (Gov't Code sec. 66014.)

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.

The City has revised its citywide user fee schedule in the past based on studies completed by independent consultants. The latest User Fee Study was completed and adopted at the June 13, 2018 City Council meeting. The City Council also adopted a User Fee Schedule at this meeting.

At the July 11, 2018 City Council Meeting, the City Council adopted the Fire Department's Hardship Policy on the Emergency Medical Service Fee as well as the Citywide User Fee and Charges Recovery Policy that incorporates annual adjustments of the City's User Fees through any Cost of Living Adjustments approved by the City Council.

At the June 23, 2018 City Council Meeting and Public Hearing, staff were asked to revisit the proposed charges for the Emergency Medical Service Fee. Staff has also identified fees in the Code Enforcement Division that are recommended to be amended for Temporary Banner Fees.

Notice of a Public Hearing for these matters was published in the Wave Newspaper on July 26, 2018 and August 2, 2018.

ANALYSIS

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%. The Emergency Medical Response Pass Through Fee is recommended to be adopted at $571 per occurrence.

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. This represents a consistent increase for all variations of the banner fees and proper discounts of the actual cost for this service based on the duration of the permit selected by the user. Additionally, this approach to the Temporary Banner Fee is consistent with the Municipal Code.

FISCAL IMPACT

Adoption and implementation of the proposed User Fees, as recommended by Staff, would bring in an estimated additional $490,456 in revenue for 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 fees proposed are necessary to reduce the budget structural deficit.

SUMMARY

The City Council will conduct a public hearing to consider recommended amendments to the Emergency Medical Response Fee and Temporary Banner Fees.

ATTACHMENTS

-Fee Schedule with Highlighted Proposed Changes
-Resolution to Amend Resolution 18-50A

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	Hillside 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

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING CERTAIN FEES FOR CITY SERVICES PROVIDED BY THE CITY OF MONTEBELLO

WHEREAS, pursuant to the police power granted by Article XI, Section 7 of the California Constitution, the City of Montebello ("City") may impose fees, charges and rates for certain municipal services, so long as there is a reasonable relationship between the cost of service provided and the fee charged;

WHEREAS, in addition to the authority granted by the California Constitution, Government Code section 66016 *et seq* provides that the City may establish or increase fees for certain public services by resolution;

WHEREAS, state law also allows the City to establish fines and penalties for violations of established Montebello Municipal Code and Vehicle Code Sections;

WHEREAS, such fees, fines and penalties may be increased by the City Council, since such fees, fines and penalties are not considered a "tax" under Proposition 26;

WHEREAS, on June 23, 2018, the City Council approved the Citywide User Fees for Fiscal Year 2018/2019, by adopting Resolution No 18-50A; and

WHEREAS, since those fees, fines and penalties were approved, City staff has determined that certain fees, fines and penalties amended by Resolution No. 18-50A should be further modified or adjusted.

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

Section 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given and all oral and written presentations made to and heard by the City Council were properly considered pursuant to Government Code sections 66016 and 66018.

Section 2. The cost estimates produced by City staff and considered by the City Council in establishing fees pursuant to this Resolution are reasonable cost estimates for the provision of the City services to which the fees pertain and were made available to the public pursuant to Government Code sections 66014 and 66016.

Section 3. There is a reasonable relationship between the fees to be collected or the provision of various City services and the City's costs in providing those services as identified in the data made available, and the fees are necessary to enable the City to provide the services to which they relate.

Section 4. The fees, fee increases, fines and penalties set forth below are hereby approved and adopted as the official fees, fines and penalties of the City of Montebello:

Temporary Sign Fees:	Current Fee	Recommended Fee
Banners	$977	----
Banners - 15 Consecutive Days	$38	$62
Banners - 30 Consecutive Days	$42	$80
Banners- Annual Permit (120 Display Days)	$69	$320
All Others	$42	$62
Fire Administration		
Emergency Medical Fee Pass Through	$357	$581

Section 5. The fees, fee increase, fines and penalties set forth above shall be effective and shall be implemented immediately.

Section 6. This Resolution shall amend Resolution No. 18-50A, and shall repeal any other resolutions or portions thereof to the extent that such resolutions or portions thereof are in conflict with this Resolution.

PASSED, APPROVED **AND** ADOPTED this___ day of _______, 2018

____

Vanessa Delgado, Mayor

ATTEST: ______________________

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Taylor Ranch Committee Meeting Update

DATE: August 8, 2018

RECOMMENDATION

That the City Council receives and files this report on a summary of the Taylor Ranch Cultural Arts Committee Meeting with City Staff and members of the Economic Development Ad-Hoc Committee.

BACKGROUND

The City Council asked staff to organize and schedule a meeting with the members of the Taylor Ranch Cultural Arts Committee to discuss the feasibility of the project and options for moving a Cultural Arts Facility Project forward.

ANALYSIS

Recreation Staff attempted to contact all 14 of the Taylor Ranch Committee Members to set up a meeting. Seven (7) Individuals responded with interest to attend and confirmed that they would be going to the meeting. Two (2) members of the committee (the co-chairpersons) were actually able to attend the meeting on Tuesday, July 24th at 4:00 p.m.

City Staff spoke with the members regarding the costs to build the currently designed facility as was presented at the July 11th City Council Meeting. Information on estimates to staff and maintain such a facility was shared with the Committee as well.

Due to the cost to build the currently designed facility, the Committee members were interested in conducting public outreach meetings to gage community interest in what they would like to see in the Taylor Ranch Cultural Arts Center.

Staff will be formulating a Request for Proposals/Qualifications for a consultant to conduct Community Outreach and feasibility for a Cultural Arts Center. At minimum, the consultant will be required to host three community outreach meetings in various parts of the City.

An RFP/RFQ is being developed and proposals will be due on August 28th.

In the meanwhile, the Committee and Ad-Hoc Members will be setting up field trips to some recently completed community centers, cultural arts centers and related developments.

FISCAL IMPACT

There is no fiscal impact to receiving information summarizing the Taylor Ranch Committee Meeting held on Tuesday, July 24th.

SUMMARY

There is no fiscal impact to receiving information summarizing the Taylor Ranch Committee Meeting held on Tuesday, July 24th. The Committee agreed to conduct public outreach meetings to gage community interest in what they would like to see in the Taylor Ranch Cultural Arts Center. City Staff are preparing a Request for Proposals/Qualifications with proposals being due on August 8th.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Brad Keller, Chief of Police

SUBJECT: Professional Service Agreement with All City Management Services for School Crossing Guard Services

DATE: August 8, 2018

RECOMMENDATION

It is recommended that the City Council approve a Professional Services Agreement with All City Management Services to provide crossing guard services.

BACKGROUND

The Montebello Police Department currently contracts with All City Management Services ("ACMS") for providing crossing guard services for the City of Montebello. ACMS has provided crossing guard services to the City for the last fourteen years.

The Montebello Police Department is satisfied with the crossing guard services provided to students of the Montebello Unified School District and the Montebello community. ACMS has been very responsive to any questions or complaints posed by either the police department or school personnel.

ANALYSIS

RFP Process

Pursuant to the City of Montebello Municipal Code (MMC) and the fiscal policies recently adopted by City Council Resolution No. 17-40, the Montebello Police Department released a Request for Proposal (RFP 19-58, hereinafter "RFP") on July 17, 2018. The RFP asked for crossing guard services at five (5) locations for three (3) hours a day for a duration of one hundred and eighty (180) days per year.

Consistent with the Municipal Code, the RFP was posted on *www.PlanetBids.com* and on the City's website. The RFP included detailed information of the services needed, the scope of work, the proposal submission process, closing date and time, and other applicable submittal requirements.

Five (5) potential bidders viewed and downloaded the RFP through *www.PlanetBids.com*. Two companies contacted staff and made inquiries regarding the RFP and scope of work. Neither company submitted a bid.

One sealed bid was received directly by the Montebello Police Department on or before the submission deadline, but remained unopened until the RFP period expired. No submittals were received after the deadline. The Montebello Police Department has analyzed the proposal and is presenting a recommendation to the City Council as analyzed in this report.

Proposals Received

Staff reviewed the responsive proposal thoroughly and found that the firm, All City Management Services, met the qualifications outlined in the RFP and is therefore capable of performing the requested services for the Crossing Guard Contract.

The proposed hourly rate is seventeen dollars and eighty-one cents ($17.81) per hour, per guard. This pricing is based upon five crossing guards to be compensated for an average of 3.0 hours per day, for 180 school days annually. The proposed rate includes recruitment, training, background checks, local field supervision, and substitute guards.

The annual contract for fiscal year 2018-2019 is not to exceed the price of $48,087.

Additionally, the Montebello Police Department is recommending the City Council consider approving a three (3) year term with All City Management Services. ACMS has agreed to continue the pricing based upon the terms listed above. ACMS will be increasing the hourly rate annually by $1.63 to continue compliance with all wage requirements.

Hourly rate for 2019-2020 school year: $19.44
Hourly rate for 2020-2021 school year: $21.07

Firm Qualifications / Experience

ACMS is a full-service crossing guard services contractor. The company coordinates all aspects related to recruitment, local hiring, conducting background clearance compliant with Department of Justice standards, training, payroll, administrative support, and coordination of assigning qualified substitutes during absences, local supervision, and communicating with school and site safety inspectors.

Staff research indicates that the most efficient and economical contract company to provide school crossing guard services for the City continues to be ACMS. The company specializes in only providing school crossing guard services. ACMS has been in business since 1985 and are currently the largest provider of school crossing guard services in the area. ACMS employs over 5,000 crossing guards for over 250 agencies, including many local area agencies.

In addition, staff recommends an approval of an agreement with ACMS for the following reasons:

- ACMS assumes the responsibility and liability for the task and challenges of conducting successful Crossing Guard Programs.
- ACMS is a highly-regarded contractor that specializes only in school crossing guard services to numerous agencies.
- ACMS' comprehensive approach and management plan are clearly outlined to address and correct any potential issues.

FISCAL IMPACT

Funds for crossing guard services are currently budgeted in the Police Department's Fiscal Year 2018-2019, Investigative Services, Outside Contracts account. Per an MOU with the Montebello Unified School District, the District will pay for ten (10) percent of the yearly cost for crossing guard services. Once the contract is approved, the Police Department will prepare an invoice and submit it to the School District.

SUMMARY

All City Management Services has established an excellent reputation within the City of Montebello. They have demonstrated their ability to continuously provide a professional and courteous service to students of the Montebello Unified School District and surrounding community.

It is the recommendation of the Montebello Police Department that the City Council approve a Professional Services Agreement with All City Management Services to continue providing school crossing guard services. The contract term will be three (3) years: 2018-2019, 2019-2020, and 2020-2021.

ATTACHMENTS

1. Bid Summary 19-58
2. All City Management Services Proposal

ALL CITY MANAGEMENT SERVICES

"The Crossing Guard Company"

A Proposal for
City of Montebello
Police Department
School Crossing Guards
RFP No. 19-58

July 23, 2018 at 11:00AM (CT)

Presented by

10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325
EMERGENCY DISPATCH: 877.363.2267

1 Letter of Transmittal

2 Company Profile / Organizational Chart

3 Approach and Management

4 Field Management

5 Staffing / Training

6 References

7 Pricing

8 Bidders Information Form

9 Insurance Certificates

10

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13

14

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ALL CITY MANAGEMENT SERVICES

July 20, 2018

City of Montebello Police Department
Julio Calleros, Lieutenant
Crossing Guard Services RFP No. 19-58
1600 West Beverly Blvd., Montebello, CA 90640

Dear Lieutenant:

On behalf of All City Management Services, Inc. **(ACMS)**, I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Montebello Crossing Guard Program. We are proud to have served the community of Montebello for the past fourteen years.

We have received the Request for Proposals with services to begin on or around August 20, 2018. I have reviewed the information contained therein and agree to have the terms and conditions set forth. We understand the requirement for a Bid/Performance Bond as outlined in the RFP has been waived for ACMS given our long term successful history with the City. Please see our attached pricing.

Our goal is simple, to continue to relieve the City of Montebello of the day to day responsibilities of managing a Crossing Guard Program. As your full services contractor, we have assumed complete responsibility for the day to day operations of the Montebello Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We maintain local supervision, alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of again providing Crossing Guard services for the City of Montebello. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,

Harlan Sims, Director of Marketing

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently employ over 5,000 School Crossing Guards dedicated to safety, serving cities, towns, communities, schools and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as ***"The Crossing Guard Company"***. We have successfully privatized the Crossing Guard programs for over 250+ agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

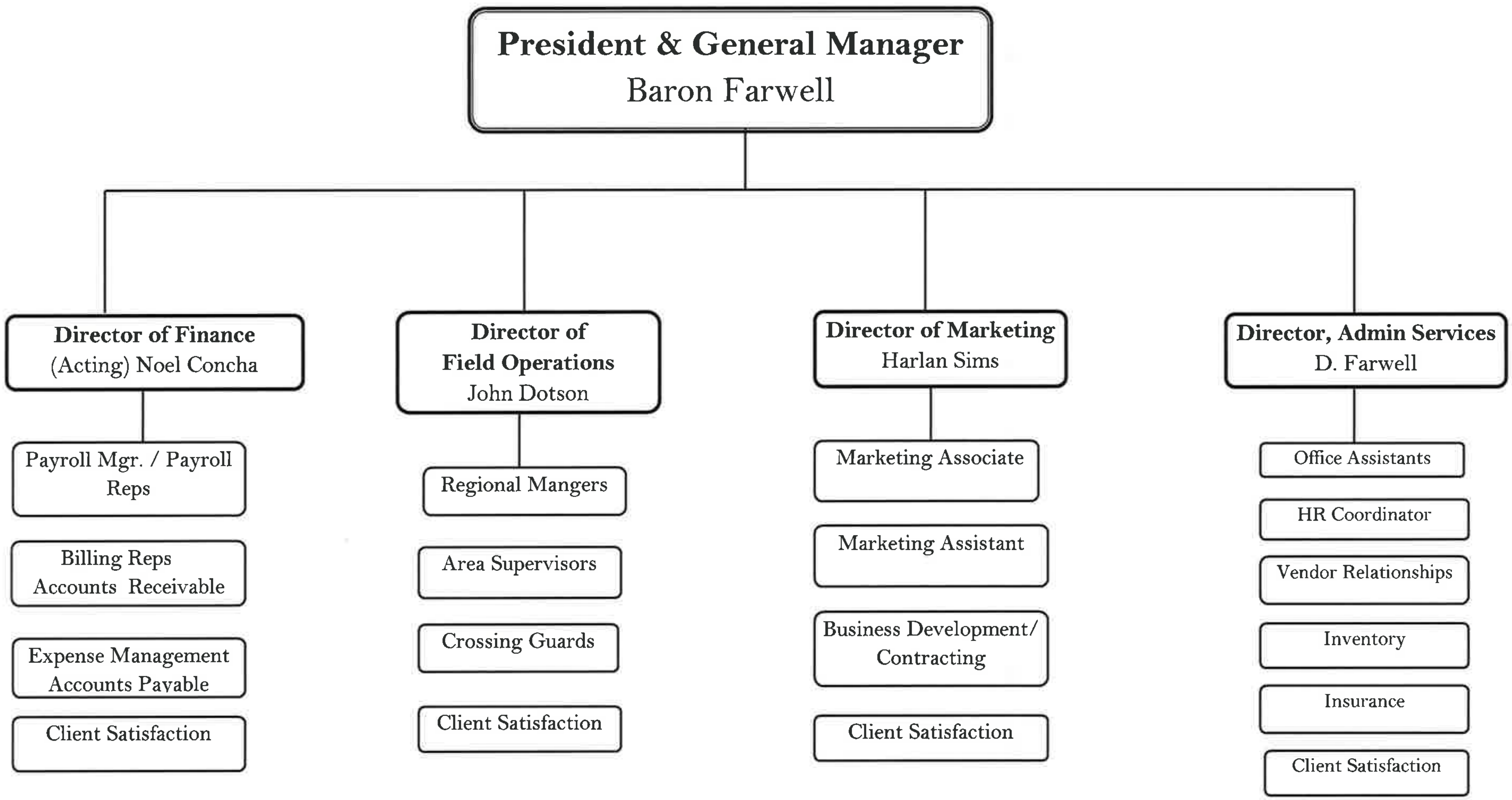
The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards' employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 33 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision and safety.

Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies and procedures to benefit all Crossing Guards in all the cities, towns and communities we service.

ALL CITY MANAGEMENT SERVICES



10440 Pioneer Blvd., Ste. #5, Santa Fe Springs, CA 90670 ● 800-540-9290 ● FAX 310-202-8325

Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Director of Field Operations and Regional Manager work together (with input from City of Montebello) to establish specific program objectives and expectations. These Senior Managers then work directly with your Regional Manager and Area Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor; has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Montebello operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use **Field Training Check Lists**, **Field Training Cards**, **Site Performance Evaluations**, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Montebello representative.

Background checks and fingerprinting will be completed on all potential employees as allowed by California state law. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Montebello established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code

- Conduct which requires registration under California Health and Safety Code;

- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit;
- Any offense involving the manufacture, sales, possession or use of a controlled substance
- Conspiracy or attempt to comment any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Montebello Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to City within two (2) hours to advise the nature of complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ALL CITY MANAGEMENT SERVICES

City of Montebello

Director of Field Operations
John Dotson
310 770 1956 cell

Regional Manager
Michele Busch
949 648 4514 cell

Area Supervisor
Margie Anchondo
562 688 1947 cell

Crossing Guards

Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of Montebello will continue to benefit from a team concept which consists of Area Supervisor, Regional Manager, Director of Field Operations and our General Manager. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Margie Anchondo): Margie will continue to be the Area Supervisor for the City of Montebello program. Margie will continue to handle all aspects of the daily supervision of the program of five (5) Crossing Guards and alternate pool. With support from the Regional Manager she will typically recruit, hire, train and provide personnel management for all the sites she oversees and interfaces with school staff as needed. In addition to communicating with the City and School staff, Margie is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. Margie will be available by telephone on all occasions for discussion with City staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Margie Andchondo reports directly to the Regional Manager.

Regional Manager (Michele Busch): Michele will serve as **Project Manager** and will continue to directly manage your Area Supervisor and provide training and support. She will continue to interface with the City of Montebello representative and School staff as needed. She will assist in the hiring of Crossing Guards as well as the development and implementation of training programs and certification standards. Michele has considerable experience as a Project Manager including programs in California and Florida. She will continue to ensure compliance with Company standards and City of Montebello expectations. Michele Busch reports directly to Director of Field Operations.

Director of Field Operations (John Dotson): John has over 14 years in the industry providing field management and support for ACMS. He is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works Directly with Regional Manager to ensure all program standards are being met. John has extensive experience implementing and managing comparable and larger programs. He is responsible for initial training and orientation for all new client programs. John reports directly to General Manager

President / General Manager (Baron Farwell): Baron has over 24 years of experience in this industry. Responsible for overall contract compliance. Works with the Director of Field Operations on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff. Has overall responsibility for every aspect of our service.

Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Montebello on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards

- We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.

- Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

Supervisor Teams – The City of Montebello would benefit from our presence in nearby cities such as: San Gabriel, El Monte, Whittier, Downey, Bellflower, Bell Gardens, Compton, Huntington Park, Lynwood, Paramount and South Gate. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 33 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***"Employee Handbook for School Crossing Guards"*** and are shown the professionally produced training DVD, "Crossing Guard Safety". The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee's progress is closely noted on the detailed steps outlined on the the **Field Training Check List** to ensure the employees' field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it's important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18" STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello , CA 90640
(323) 887-1200

Request for Proposals: 19-58
Bid Issue Date: Thurs., 07/16/2018
Bid Due Date: Mon.,7/23/2018 @11:00 am

ATTACHMENT 1
REFERENCES FORM
RFP 19-58 School Crossing Guards RFP

Bidder is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of Montebello to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: City of Bellfower, CA
Contact Name: Joel Hockman
Address: 16600 Civic Center Drive
Bellflower, CA 90706
Phone Number: 562 925 0124 Ext. 2525
Email: jhockman@bellflower.org
Dollar Value of Contract: $ 124,000
Contract Dates: 1995 - Current
Requirements of Contract: Providing Crossing Guard services for 14 locations.

Company Name: City of Downey, CA
Contact Name: Jaime Pelayo
Address: 10911 South Brookshire Avenue
Downey, CA 90241
Phone Number: 562 904 2342
Email: jpelayo@downeyca.gov
Dollar Value of Contract: $ $134,000
Contract Dates: 1989 - Current
Requirements of Contract: Provide Crossing Guard services for 15 locations.

Company Name: City of Bell Gardens, CA
Contact Name: Chau L. Vu
Address: 8327 South Garfield Avenue
Bell Gardens, CA 90201
Phone Number: 562 806 7770
Email: cvu@bellgardens.org
Dollar Value of Contract: $ $60,000
Contract Dates: 1991 - Current
Requirements of Contract: Provide Crossing Guard services for 7 locations.

References for Crossing Guard Services

Company Name: City of Whittier
13230 Penn Street
Whittier, CA 90602
Dollar Value: $268,000

Contact Name: Gary Baker
Phone Number: 562 567 9213
Email: gbaker@cityofwhittier.org
Contract Dates: 1998 – Current

Requirements of Contract: Provide crossing guard services for 25 locations.

Company Name: City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Dollar Value: $139,000

Contact Name: Cesar Roldan
Phone Number: 626 580 2087
Email: engineering@ci.el-monte.ca.us
Contract Dates: 2003 – Current

Requirements of Contract: Provide crossing guard services for 13 locations.

Company Name: Norwalk-La Mirada USD
12820 Pioneer Boulevard
Norwalk, CA 90650
Dollar Value: $169,000

Contact Name: Elaine Williams
Phone Number: 562 868 0431 Ext. 2216
Email: ewilliams@nlmusd.k12.ca.us
Contract Dates: 2016 – Current

Requirements of Contract: Provide crossing guard services for 7 locations.

Company Name: City of Huntington Park
6542 Miles Avenue
Huntington Park, CA 90255
Dollar Value: $91,000

Contact Name: Patrick Kraut
Phone Number: 323 826 2169
Email: pkraut@huntingtonparkpd.org
Contract Dates: 1986 – Current

Requirements of Contract: Provide crossing guard services for 10 locations.

Company Name: City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Dollar Value: $464,000

Contact Name: Steven Avalos
Phone Number: 310 603 0220 Ext. 266
Email: savalos@lynwood.ca.us
Contract Dates: 2011 – Current

Requirements of Contract: Provide crossing guard services for 13 locations.

Company Name: City of South Gate
8620 California Avenue
South Gate, CA 90280
Dollar Value: $258,000

Contact Name: Frank Rivera
Phone Number: 323 563 5457
Email: eperez@sogate.org
Contract Dates: 1993 – Current

Requirements of Contract: Provide crossing guard services for 32 locations.

In addition to our numerous current clients, ACMS believes the best reference for our services is when a client returns to ACMS after trying services of another contractor that does not specialize in Crossing Guard Services.

The following pages are from a staff report from the City of Freemont. The City of Fremont was a client that decided to contract with a lower price security guard company following a number of years with ACMS.

The staff report highlights the issues they had with their service and their justification for returning to All City Management Services "The Crossing Guard Company".

Fremont City Council
3300 Capitol Avenue
Fremont, CA 94538
SCHEDULED

Meeting: 07/11/17 07:00 PM
Div/Dept: Police Department
Category: Agreements and Contracts

Sponsors:
DOC ID: 3102

STAFF REPORT (ID # 3102)

SCHOOL CROSSING GUARD SERVICES - Authorize the City Manager, or His Designee, to Execute an Agreement with All City Management Services, Inc. for School Crossing Guard Services in an Amount Not-to-Exceed $771,000 over three years.

Contact Persons:

Name:	Mark Dang	Deirdre Rockefeller-Ramsey
Title:	Police Sergeant	Business Manager
Div/Dept:	Police Department	Police Department
Phone:	510-790-6761	510-790-6991
E-Mail:	mdang@fremont.gov	dramsey@fremont.gov

Executive Summary: The purpose of this report is to recommend that the Council enter into a one year contract with All City Management Services, Inc. for adult crossing guard services, with options for two additional one year extensions.

BACKGROUND: The City of Fremont's Adult Crossing Guard Program was outsourced to All City Management Services ("ACMS") in 2001 in order to reduce the amount of police staff time required to manage and supervise the crossing guard program. From 2001 to June 2014, ACMS provided services for the community by safely crossing school-aged children walking to and from specified elementary schools. Services provided by ACMS included the recruiting and hiring of crossing guards, training, processing payroll, providing crossing guard coverage, daily supervision of the crossing guards, and overall management of the program. The Police Department oversaw ACMS's activities to ensure that the program ran smoothly.

In 2014, the City went out to bid for crossing guard services for the 2014/2015 school year and the award went to the lowest bidder, American Guard Services (AGS). The Service Agreement provided for a one year term, with two optional one year extensions. The City has had several issues with AGS' services during the three years, more particularly in the last school year. Staffing during the first few months of the 2014/2015 school year had periodic unexpected vacancies, which were resolved by the second half of the school year. AGS overbilled the City during the months of August and September 2014. The City discovered the billing error, which was refunded by AGS. AGS' service was adequate during the 2015/2016 school year.

During the 2016/2017 school year, crossing guard positions near Cabrillo Elementary School, Forest Park Elementary School and Leitch Elementary School became vacant. On April 3, 2017, a school aged pedestrian was hit by a vehicle and suffered a severe injury at the vacant crossing near Cabrillo Elementary School. The crossing guard position at this location near Cabrillo Elementary School was restored after the collision. AGS was never able to again staff the locations near Forest Park Elementary School and Leitch Elementary School during the 2016/2017 school year. In addition, the City discovered another billing error in AGS' invoices in the spring of 2017, dating back to the beginning of the 2016/2017 school year. AGS had under-billed the City as a result of a discrepancy between actual hours worked by guards as reported by the field supervisor and hours reported to the City by AGS office staff.

DISCUSSION/ANALYSIS:

2017 Traffic Survey
In the second quarter of 2017, staff conducted traffic surveys at known school pedestrian crossings in the City of Fremont to provide a one hour peak vehicle, bicycle, and pedestrian movement counts. The survey was completed in June 2017 and the counts were analyzed by staff to determine which intersections needed crossing guards. Pursuant to the criteria of the California 2014 Manual on Uniform Traffic Control Devices (MUTCD), three additional intersections require crossings guards, increasing the total number of crossing guard staffed locations from 19 to 22.

Request for Proposal
In May 2017, a Request for Proposal was issued for adult crossing guard services (RFP#18-005), requesting a consultant to recruit, select, and employ crossing guards, provide program management, and provide field supervision. Three vendors responded with proposals to provide the required services: American Guard Services, All City Management Services, and BRM Investments.

American Guard Services listed three California municipalities where they currently perform crossing guard services. Two of the three references for American Guard Services responded to an inquiry. One municipality reported adequate service with the exception of a history of billing errors. The second municipality reported consistent billing errors, unanticipated vacancies, and substandard crossing guard performance. The administrator for the latter municipality spent the majority of their staff time managing the crossing guard operations due to difficulties with AGS performance issues.

All Cities Management Services listed six California municipalities where they are currently performing crossing guard services. Three references responded to inquiries and reported good service, reliability, and responsive oversight of their programs. Staff contacted four additional municipalities that currently contract with ACMS, all reported satisfaction with ACMS and recommended their services.

BRM Investments listed four references for which BRM provided vehicle towing, impound, storage, emergency service; and one reference for which BRM provided logistical and transport management and services. BRM did not list any references for providing crossing guard services. Staff contacted BRM and confirmed that company has no experience with providing crossing guard services. As a result, staff did not conduct any further research of BRM.

After careful consideration, staff concluded that All City Management Services, Inc. is the preferred vendor. The City has previous history of good service from ACMS, the company has the highest qualifications for crossing guard services, and references provided feedback of satisfactory service. The City has experience poor staffing and billing inaccuracy with AGS in the recent school year. AGS also received poor feedback in billing and crossing guard performance from references. BRM Investments has no experience of providing crossing guard services, and their bid came in at the highest amount.

Hourly rates and first year annual costs were submitted by the potential vendors in response to an initial request for 19 crossing guard posts. Following receipt of the bids, results of a survey of school crossings identified three (3) additional locations that warranted a crossing guard, increasing the total number of post from 19 to 22. Vendors were asked to resubmit first year annual costs with staffing for 22 posts. ACMS responded to the request with a lower hourly rate based on 22 posts. AGS and BRM Investments did not provide revised costs for 22 posts.

Contractor	Hourly Rate	Annual Cost – 19 Posts	Annual Cost – 22 Posts
American Guard Services	$16.39	$168,161	$194,713 (projected)
All City Management Services	$20.85/$20.73	$219,238	$246,273
BRM Investments	$30.20	$332,200	$384,653 (projected)

FISCAL IMPACT: The annual costs for crossing guard services at 22 locations in the City is $246,273 (11,880 hours X $20.73). The total number of hours is based on staffing a guard at 22 locations, on 180 school days, at 3 hours per location per day. The first year cost of the contract was included in the FY 2017/18 Police Department adopted operating budget. However, the FUSD Superintendent is recommending to the School Board that FUSD and the City equally share the budget increase due to the additional cost of the approved vendor and the cost of adding three posts. Funding from FUSD is pending School Board approval. Staff recommends the City accept funding from FUSD if approved by the School Board. The cost of the second and third year optional extensions will be included in the Police Department operating budget.

ENVIRONMENTAL REVIEW: The proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) in that it is not a project which has the potential for causing a significant effect on the environment.

ATTACHMENTS: None.

RECOMMENDATION: Authorize the City Manager, or his designee, to execute a contract with All City Management Services, Inc. for adult crossing guard services in an amount not to exceed $246,400 for the 2017/2018 school year, $255,900 for the 2018/2019 school year and $268,700 for the 2019/2020 school year and to accept any funding provided by FUSD.

ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Montebello, CA** Crossing Guard Program.

Proposed Hourly Rate: Seventeen Dollars and Eighty-one Cents **($17.81)** per hour, per guard. This pricing is based upon 5 crossing guards compensated an average of 3.0 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 2,700 hours, we project a **Not to Exceed price of $48,087.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Montebello** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the School should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670
Phone numbers: 310.202.8284 or 800.540.9290
Fax number: 310.202.8325
Website address: www.thecrossingguardcompany.com
24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell: baron@thecrossingguardcompany.com
Vice President of Operations: Patricia Pohl: pat@thecrossingguardcompany.com
Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com
Director of Finance (Acting): Noel Concha: noel@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello , CA 90640
(323) 887-1200

Request for Proposals: 19-58
Bid Issue Date: Thurs., 07/16/2018
Bid Due Date: Mon.,7/23/2018 @11:00 am

BIDDERS INFORMATION
City of Montebello – School Crossing Guards RFP
FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed. The undersigned also verifies they have read, fully understood and agree to comply with all terms and conditions outlined in the context of this RFP.

Company Name: All City Management Services, Inc.

Street Address: 10440 Pioneer Blvd., Suite 5

Mailing Address: 10440 Pioneer Blvd., Suite 5

City: Santa Fe Springs Zip Code: 90670

Remit to Address: 10440 Pioneer Blvd., Suite 5

City: Santa Fe Springs Zip Code: 90670

Phone #: 800 540 9290

Fax#: 310 202 8325

Name: Harlan Sims

Title: Director of Marketing

Signature/Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT NAME: Chris Dalstrom
PHONE (A/C, No, Ext): (847) 463-7218 FAX (A/C, No): (847) 440-9126
E-MAIL ADDRESS: cdalstrom@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Protective Insurance Company	12416
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Personnel Staffing Group, LLC
dba KBS Staffing
1751 Lake Cook Road, Suite 600
Deerfield IL 60015

COVERAGES **CERTIFICATE NUMBER:** 152976029 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RW008981 WD001486	6/30/2017 6/30/2017	6/30/2018 6/30/2018	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance

RE: Employees assigned by All City Management Services dba The Crossing Guard Company 10440 Pioneer Blvd Suite 5, Santa Fe Springs CA 90670

A Waiver of Subrogation in favor of the Certificate Holder applies to the Worker's Compensation policy only, when required by written contract and where allowed by law.

CERTIFICATE HOLDER

City of Montebello
1600 West Beverly Boulevard
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel S. Kfaras

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT NAME: Chris Dalstrom
PHONE (A/C, No, Ext): (847) 463-7218 FAX (A/C, No): (847) 440-9126
E-MAIL ADDRESS: cdalstrom@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Protective Insurance Company	12416
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Personnel Staffing Group, LLC
dba KBS Staffing
1751 Lake Cook Road, Suite 600
Deerfield IL 60015

COVERAGES CERTIFICATE NUMBER: 1670336685 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WD001486	6/30/2018	6/30/2019	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

RE: Employees assigned by All City Management Services dba The Crossing Guard Company 10440 Pioneer Blvd Suite 5, Santa Fe Springs CA 90670

A Waiver of Subrogation in favor of the Certificate Holder applies to the Worker's Compensation policy only, when required by written contract and where allowed by law.

CERTIFICATE HOLDER

City of Montebello
1600 West Beverly Boulevard
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel S. Kfaras

www.thecrossingguardcompany.com

Over thirty years of experience in providing communities with
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES

ALL CITY MANAGEMENT SERVICES

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello , CA 90640
(323) 887-1200

Request for Proposals: 19-58
Bid Issue Date: Thurs., 07/16/2018
Bid Due Date: Mon.,7/23/2018 @11:00 am.

CITY OF MONTEBELLO
POLICE DEPARTMENT

REQUEST FOR PROPOSALS

THE CITY OF MONTEBELLO, herein called Owner, invites sealed proposals from qualified companies to provide School Crossing Guards Services. The contract would require services at 5 different locations, 3 hours a day for 180 days a year.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Proposals as prepared by City of Montebello Police Department

QUESTIONS – ***All questions regarding this RFP shall be directed in writing no later than Wednesday, 7/18/2018 @ 1:00 p.m., to City of Montebello Police Department: Attn: Lt. Calleros, jcalleros@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.***

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFP

X	INSTRUCTIONS TO BIDDERS	X	BIDDER'S PROPOSAL FORM	X	BID BOND FORM
X	PAYMENT BOND FORM	X	PERFORMANCE BOND FORM	_	AGREEMENT FORM
_	APPENDIX A	__	GENERAL CONDITIONS/PUBLIC WORKS 116-222	X	INSURANCE REQUIREMENTS

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello , CA 90640
(323) 887-1200

Request for Proposals: 19-58
Bid Issue Date: Thurs., 07/16/2018
Bid Due Date: Mon.,7/23/2018 @11:00 am.

NOTICE INVITING REQUEST FOR PROPOSALS
FOR School Crossing Guards

RFP NO. 19-58

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites proposals for the above stated project. Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **11:00 a.m.** on **Monday 07/23/18.**

Copies of the specifications and contract documents are available on PlanetBids Vendor Portal, accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sec, or religion will also be required.

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

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted as required.

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

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

Questions during the solicitation period shall be submitted through PlanetBids. The contact person for this RFP is Lieutenant Julio Calleros. He can be reached at (323) 887-1200 ext. 304 or by email at jcalleros@cityofmontebello.com .

THE DATE OF SOLICITATION: Monday July 16, 2018
SUBMITTAL DUE DATE: Monday July, 23, 2018 @ 11:00 a.m.
AWARD DATE: August 8, 2018 Council Meeting (as required)

INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one bid, photocopy our documents.

PRICING/TERMS/TAX – All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 45 days after the closing date.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. Vendors will be notified of the intent to award via the PlanetBids Vendor Portal. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible bidder:

A.	Lowest overall price	40%
B.	Adherence to specifications as detailed in this RFP	20%
C.	Firm's experience in providing similar services	20%
D.	References	20%

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

COMMENCEMENT OF SERVICES - A Purchase Order will be issued once: Council authority is granted, if applicable; All agreements have been executed; Insurance requirements have been met; Verification of valid City Business License; Verification of current W-9 State Tax Form. Commencement of services shall begin once Bidder receives the Notice to Proceed and Purchase Order from the City and applies for a no-fee permit (where required).

RETURN OF BID/CLOSING DATE/RETURN TO – Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. **There are no fees to register and bid on this RFP.**

DELIVERY OF PROPOSALS – All Submittals for this RFP must be done electronically through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be made available to each bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided.

ADDITIONAL INFORMATION – The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the Owner where no architect has been employed by the Owner.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work (as required). The Contractor's shall pay for and obtain a City Business License as required. The City will waive City Permit Fees

PROPOSER'S COST – Costs for developing proposals including travel, mileage, fuel, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Montebello.

BID SHEET INSTRUCTIONS:

A. A single bid sheet has been provided. Please make additional copies as required. One (1) bid sheet should be completed for each item or alternate bid.

B. Bidder shall complete each section of the "Bidders Comments" in the attached specifications including specific size and model of all components when not exactly as specified. **Please state "As specified" if the item is exactly as set forth in the Left Hand Column.**

"FAILURE TO COMPLETE THE RIGHT HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL NOT BE ACCEPTABLE BY THE CITY."

C. Each "Bid Sheet" must be signed and the company name, representative, date and delivery/project schedule must be included.

D. Bidder must complete Pages 5 through Page 13 and submit with their proposal unless using a standard printed bond form to meet bond requirements.

INSURANCE REQUIREMENTS ARE AS FOLLOWS:

Insurance Coverage Requirements	Limit Requirements
Comprehensive General Liability	$1,000,000
Product/Completed Operations Hazard	$1,000,000
Comprehensive Automobile Liability	$1,000,000
Contractual General Liability	$1,000,000
Worker's Compensation	Statute

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City as additional insured identifying the coverage limits, dates of coverage insurance provided and project number is required.

PREVAILING WAGE REQUIREMENTS: All projects for the City of Montebello require to be bid at prevailing wages as required by the California Department of Industrial Relations. Bidders shall make notation that their bid is reflects Prevailing Wage Requirements as required by the California Department of Industrial Relations.

REQUIRED DOCUMENTS: The Bidder shall submit all requested documents as outlined in the contents of this RFP.

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello , CA 90640
(323) 887-1200

Request for Proposals: 19-58
Bid Issue Date: Thurs., 07/16/2018
Bid Due Date: Mon.,7/23/2018 @11:00 am.

BIDDERS PROPOSAL
City of Montebello – School Crossing Guards RFP
FOR THE CITY OF MONTEBELLO, CA

BIDDER TO COMPLETE ALL SHADED AREAS

ITEM NO.	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENSION
1	5	EA	The City of Montebello Police Department is requesting Proposals from qualified vendors to provide School Crossing Guards services. **Crossing Guard services at five (5) locations, for three (3) hours a day, a hundred and eighty (180) days a year.**		Please fill out the detailed item Specifications and unit and unit pricing found in the contents of "Appendix A" On page 7. Bidder must fill out and sign Company information on page 11.	

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello , CA 90640
(323) 887-1200

Request for Proposals: 19-58
Bid Issue Date: Thurs., 07/16/2018
Bid Due Date: Mon.,7/23/2018 @11:00 am.

PROPOSAL GUARANTEE
BID BOND

FOR

REQUEST FOR PROPOSALS
(NO. 19-58)
School Crossing Guards

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that ____
____, as BIDDER, and ________________
____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of ____
____Dollars($___________), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

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

BIDDER* ____

____

SURETY*____

Subscribed and sworn to this _______ day of __________________, 20____.

NOTARY PUBLIC ____

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

Note: The following is to be used in case cash, a cashier’s check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

REQUEST FOR PROPOSALS
(NO. 19-58)
School Crossing Guards

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Montebello, or cash in the amount of ____ ____ Dollars ($_______________). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

____

____
Bidder

FAITHFUL PERFORMANCE BOND

FOR

REQUEST FOR PROPOSALS
(NO. 19-58)
School Crossing Guards

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* ____

____

SURETY* ____

____

Subscribed and sworn to this ________ day of ____________________, 20_________.

NOTARY PUBLIC ____

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

MATERIAL AND LABOR BOND

FOR

REQUEST FOR PROPOSALS
(NO. 19-58)
School Crossing Guards

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* ____

____

SURETY* ____

____
Subscribed and sworn to this _________ day of ______________________, 20_______.

NOTARY PUBLIC ____

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

ATTACHMENT 1
REFERENCES FORM
RFP 19-58 School Crossing Guards RFP

Bidder is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of Montebello to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: ______________________________ Contact Name: ____________________
Address:_____________________________________ Phone Number: ____________________
____ Email:_____________________________
Dollar Value of Contract: $______________________Contract Dates:______________________
Requirements of Contract:____
____

Company Name: ______________________________ Contact Name: ____________________
Address:_____________________________________ Phone Number: ____________________
____ Email:_____________________________
Dollar Value of Contract: $______________________Contract Dates:______________________
Requirements of Contract:____
____

Company Name: ______________________________ Contact Name: ____________________
Address:_____________________________________ Phone Number: ____________________
____ Email:_____________________________
Dollar Value of Contract: $______________________Contract Dates:______________________
Requirements of Contract:____
____

BIDDERS INFORMATION
City of Montebello – School Crossing Guards RFP
FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed. The undersigned also verifies they have read, fully understood and agree to comply with all terms and conditions outlined in the context of this RFP.

Company Name: ____

Street Address: ____

Mailing Address: ____

City: _____________________ Zip Code: ________________________

Remit to Address: ____

City: _____________________ Zip Code: ________________________

Phone #: ____

Fax#: ____

Name:____

Title:____

Signature/Date:____

CITY OF MONTEBELLO
CONTRACT AGREEMENT

FOR

POOL FILTER LATERAL AND MEDIA REPLACEMENT

FY 2017/2018
BID # 18-32A

IN THE CITY OF MONTEBELLO

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

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

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

ARTICLE IX

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

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

ARTICLE X

The total contract construction period for this project is twenty-five **(25) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

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

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

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

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

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

For Daytime Work:

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

- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

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

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

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

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

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

CONTRACTOR: ____

____

(Title)

Contractor's License No. ____

AGENCY Business License No. ____

Federal Tax Identification No.: ____

Subscribed and sworn to this _________ day of ______________________, 20_____________.

NOTARY PUBLIC ____

AGENCY: ____
Art Barajas, Mayor of the City of Montebello

ATTESTED:____
Irma Barajas, City Clerk, City Clerk of the City of Montebello

Date _________________________

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: FARE RESTRUCTURING

DATE: August 8, 2018

RECOMMENDATION

That the City Council adopt the fare restructuring as proposed.

BACKGROUND

Montebello Bus Lines last increased bus fares in 2009. Since that time operating costs to provide transit service have increased considerably. At the same time transit ridership throughout Southern California has declined for five straight years. Over the past five fiscal years Montebello Bus Lines ridership has declined by approximately 5% annually and that decline has increased during the current fiscal year.

Transit ridership declines are due to many factors including changes in employment patterns, shopping habits (more online purchases), and the use of Transportation Network companies such as Uber and Lyft.

ANALYSIS

INITIAL STUDY

This report presents comparison of Montebello Bus Lines fares compared to other agencies in Southern California along with a suggested increase for selected fare categories.

Shown below are the current Montebello Bus Lines fares along with corresponding fares at other agencies. Not all agencies offer the same types of passes and fare categories.

	MBL	Foothill Transit	Metro	Norwalk	Long Beach Transit	Culver City	Big Blue Bus	Torrance Transit	G-Trans
Adult Base Fare	$ 1.10	$ 1.25	$ 1.75	$ 1.25	$ 1.25	$ 1.00	$ 1.25	$ 1.00	$ 1.00
Express Premium Fare	$ 1.30	$ 2.45	$ 2.50	$ -	N/A	N/A	$ 2.50	$ 2.00	$ -
Senior/Disabled	$ 0.50	$ 0.50	$ 0.75	$ 0.60	$ 0.60	$ 0.35	$ 0.50	$ 0.25	$ 0.35
Student	$ 0.75	$ 1.25	$ 1.00	$ 1.00	$ 1.25	$ 0.75	$ 1.25	$ 0.50	$ 0.75
Student Monthly	$ 30.00	$33.00	$ 24.00	-	$40.00	-	$ 40.00	$ -	$ -
Day Pass Adult	$ 3.00	N/A	$ 7.00	N/A	$ 4.00	N/A	$ 4.00	N/A	$ -
Day Pass Senior/Disabled	$ 1.50	N/A	$ 2.50	N/A	$ 2.50	N/A	N/A	N/A	$ -
Day Pass Student	$ 2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ -
IAT Reduced	$ 0.10	$ 0.25	$ 0.25	N/A	N/A	$ 0.20	$ 0.25	N/A	$ -
IAT Regular	$ 0.25	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.40	$ 0.50	$ 0.40	$ 0.40

The last fare increase at Montebello Bus Lines was in 2009. Since that time the consumer price index has increased 11.86%. [1] If Montebello raised the existing fare of $1.10 at the rate of inflation, this would result in an adult fare of $1.23 in 2017. The average fare of similar municipally operated transit services is approximately $1.25/ride.

	MBL Current	MBL Proposed
Adult Base Fare	$1.10	$1.25
Express Premium Fare	$1.30	$1.75
Senior/Disabled	$0.50	$0.50
Student	$0.75	$0.75
Student Monthly	$30.00	$30.00
Day Pass Adult	$3.00	$3.50
Day Pass Senior/Disabled	$1.50	$1.50
Day Pass Student	$2.00	$2.00
IAT Reduced	$0.10	$0.25
IAT Regular	$0.25	$0.50
Tokens/Each	$1.00	Replaced with Tap Card

The propose change in adult fares, express fares, and transfer charges would impact less than 40% of current passengers. No changes are proposed for seniors, disabled riders or students.

[1] Bureau of Labor Statistics, Los Angeles, Riverside, Orange County C.P.I., All items for Urban Consumers

PUBLIC OUTREACH PROGRAM

Montebello Bus Lines held a public hearing on June 28, 2017 along with a ninety (90) day public comment period which began on June 1, 2017 and concluded on August 31, 2017.

The public outreach program included the following elements:

- Notification of MBL customers with onboard bus posters and “take me” brochures.
- Review of proposed fare changes with bus operators.
- Posting of proposed fare changes on the City’s website
- Notification of stakeholders such as schools, social service agencies, community groups, and connecting transit systems.

A large majority of the public comments received was in relation to the Express Premium Fare increase specifically that the increase in the Express Premium Fare would be a large financial burden on the rider. As a result of these public comments, staff has revised the proposed fare change for the Express Premium Fare from $2.45 to $1.75.

Title VI Analysis

In order to comply with the federal Civil Rights Act of 1964, Montebello Bus Lines conducted a Fare Equity Analysis on the proposed fare changes to ensure that there will be no disparate adverse impact on minorities and disproportionate burden on low-income customers.

FISCAL IMPACTS

The forecast model projects that the fare change will 4.47% decrease in ridership in additional to historical ridership declines.

Total fare revenue is expected to increase by $37,128 annually the first year.

Initial declines in ridership are expected with price changes. Within one to three years the ridership decline caused by the modest fare increase will be reversed as these passengers return to riding transit.

SUMMARY

That the City Council adopt the fare restructuring as proposed with an implementation date of January 1, 2019.

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: Tom Barrio, Director of Transportation

SUBJECT: Run Cutting and Scheduling Software - Request for Proposal No.18-36

DATE: August 8, 2018

RECOMMENDATION

That the City Council award a contract to AVAIL Technologies, Inc. for installing Run Cutting and Scheduling Software for Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

On February 7, 2018, the City issued Request for Proposal (RFP) No. 18-36 for Run Cutting and Scheduling Software project for use on transit bus routes planning and scheduling. The notice inviting bids was published in the WAVE and GreenSheet newspapers. The notice was also posted on the City website, PlanetBids, and a transit industry website, TransitTalent.

A pre-proposal meeting was held on February 21, 2018, to discuss the scope of work for the project. The meeting was attended by five (5) prospective bidders. As a result of the questions asked at the meeting and received through PlanetBids regarding the RFP, several addenda to the RFP were subsequently issued and published.

Four (4) responsive proposals were received on March 22, 2018. The four proposers – Avail, Remix, init, and Enghouse – were invited to present to a review panel. The panel consisted of an interviewer from Norwalk Transit, the MBL Operations staff, and the MBL Administrative staff. The panel evaluated each proposer on four elements that included: (1) General quality and responsiveness of proposal; (2) Statement of qualifications, experience and organizations relationship; (3) Work plan and technical approach; and (4) References from past clients. The panel selected Avail as the company that would best meet the needs of the City's Transportation Department for this project.

ANALYSIS

The chart below summarizes the proposals received by the City:

Company	Bid Amount
Remix Software, Inc.	$ 42,000.00
AVAIL Technologies, Inc.	$ 98,691.00
Enghouse Transportation LLC	$ 143,136.00
init-Innovations in Transportation, Inc.	$ 195,850.23

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

1)	General quality and responsiveness of proposal…………………………..	15%
2)	Statement of qualifications, experience and organizations relationships....	45%
3)	Work plan and technical approach……..……………………………………..	30%
4)	References from past clients.…………..……………………………………..	10%
	Total %	100%

Below are the panel scores for each firm:

Company	Average Score
AVAIL Technologies, Inc.	83.67%
Remix Software, Inc.	69.33%
Enghouse Transportation LLC	60.67%
init-Innovations in Transportation, Inc.	55.00%

Based on the proposals submitted by each firm, the review panel scores (including proposed fee/price) and interviews, staff determined that the firm with the best qualifications and experience which meets the needs of the City is AVAIL Technologies, Inc.

FISCAL IMPACT

The cost of this project, as follows:

Run Cutting and Scheduling Software	$ 98,691
Support (2 Years)	$ 29,682
Options	
Operator Timekeeping	$ 15,362
Automated Dispatch	$ 17,509
Fixed Assets	$ 17,102
Contingency (10% of base amount)	$ 9,870
Total	$188,216

Funds for this project are available in the Fiscal Year 2018/19 Budget. Funding for this project, as follows:

FTA Grant CA-2017-149	$200,000

Approved funding for this item will have no adverse impact on the General Fund.

SUMMARY

The City Council will consider authorizing the Acting City Manager to execute a Contract Agreement in the amount of $188,216 to AVAIL Technologies, Inc. for Request for Proposal (RFP) No. 18-36 for the Run Cutting and Scheduling Software project for City's Transportation Department.

ATTACHMENTS

Draft Contract Agreement
AVAIL Price Sheet

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT

FOR

UPGRADING THE ADVANTAC HVAC BUS ROOFTOP UNITS

RFP NO. 18-36

This Contract Agreement ("Agreement") is made and entered into for the above stated project this **8th** day of **August, 2018** by and between the City of Montebello, as "AGENCY," and **AVAIL Technologies, Inc.** as "CONTRACTOR," collectively referred herein as the Parties.

RECITALS

WHEREAS, AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California;

WHEREAS, CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement; and

WHEREAS, AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **Run Cutting and Scheduling Software** ("Project") as further described in RFP No. **18-36.**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or CONTRACTORs engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated **June 12, 2018** ("Compensation"). The total amount of the compensation shall not exceed the sum of **One Hundred and Seventy-eight Thousand and Three Hundred and Forty-six dollars** ($178,346). AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. 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.

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY 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.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-CONTRACTOR's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONTRACTOR under this Agreement regardless of responsibility for negligence. In addition, CONTRACTOR shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONTRACTOR or its sub-CONTRACTORS in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-CONTRACTORs, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days prior written notice to AGENCY.

ARTICLE XI. Authorization by CONSTRACTOR

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

ARTICLE XII. 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONSULTANT 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.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, wither in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-CONTRACTPR, 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 AGENCY 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 CONSULTANT under the Agreement.

ARTICLE XV. 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, martial status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-consultants 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.

ARTICLE XVI. Notices

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:

To AGENCY:	Montebello Bus Lines 400 S. Taylor Ave. Montebello, CA 90640 Attention: Tom Barrio Director of Transportation Phone: 323-558-1625
To CONTRACTOR:	AVAIL Technologies, Inc. 1960 Old Gatesburg Rd. State College, PA 16803 Attention: Mr. Mark Krueger Phone: 814-234-3394, x1062 Email:avaitec.com

ARTICLE XVII. Severability

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

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____day of ________________, 2018.

CITY OF MONTEBELLO ("CITY")	("CONTRACTOR")
_________________________________ Andrew G. Pasmant, Acting City Manager	_________________________________ Federal Tax Identification No. _______
Date: _______________	Date: _______________

ATTEST:

____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

____
Arnold M. Alvarez-Glasman, City Attorney

June 12, 2018

Eric Yan
Transit Grants and Projects Administrator
400 South Taylor Avenue
Montebello, California 90640

Dear Mr. Yan,

Avail Technologies, Inc. is pleased to have been selected to submit a Best and Final Offer (BAFO) to the City of Montebello concerning the Run Cutting and Scheduling Software RFP.

Our proposal described our offering in quite a bit of detail. It also described the benefits that will be realized from the multiple features that will ensure you receive a full-featured, state of the art, and fully integrated scheduling run cutting system.

Just as important or maybe even more so is the customer service that Avail provides. Avail will provide the training, support services and assistance in pulling all the data necessary to help MBL make the most use of the software.

Additionally, when MBL begins making use of the Business Intelligence (BI) software or the upcoming Transit Planning software (available soon) which will all be integrated within the myAvail software suite, MBL will realize unequaled insight into the operational parameters of the transit system.

This full-featured, totally-integrated solution is the vision Avail has to enable MBL to adopt a solution that enables you to develop and provide the best possible route structure and service to the riding public.

In the spirit of showing our desire to continuing our partnership of many years, we have lowered the price of the software, initial services, testing and training by 5%, which is a savings of nearly $5,200. Please find in the chart below the updated BAFO pricing.

Description	Price
Run Cutting and Scheduling Software Includes services to install, test, and train users.	$ 98,691
Support	
Year 1	$ 14,841
Year 2	$ 14,841
Options	
Operator Timekeeping	$ 15,362
Automated Dispatch	$ 17,509
Fixed Assets	$ 17,102

If you have any questions during your evaluation of our proposal, please do not hesitate to contact us:

Proposer Identification:
Avail Technologies, Inc.
1960 Old Gatesburg Rd.
State College, PA 16803
www.availtec.com

Single POC: Mr. Mark Krueger
Email: proposals@availtec.com
Phone: 814-234-3394, ext. 1062
Fax: 814-234-3393

Authority to Obligate the Company: Dorsey E. Houtz, President & CEO or Jeffrey Pogue, CFO

Avail Technologies, Inc., a financially strong private corporation chartered under the laws of the Commonwealth of Pennsylvania with no parent company, is committed to supporting all our projects.

Avail agrees to be bound by the proposal without modifications unless mutually agreed to by City of Montebello and the Proposer.

Proposal Validity: 120 days from submittal date. Should the City of Montebello need additional time, please contact Avail for an offer extension.

Sincerely,

Dorsey Houtz
President & CEO
Avail Technologies, Inc.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: First Amendment to Contract Agreement No. 2669 with Clean Energy

DATE: August 8, 2018

RECOMMENDATION

Staff recommends that the City Council adopt the attached First Amendment to the Agreement No. 2669 For Compressed Natural Gas (CNG) Fueling Station Project ("First Amendment").

DISCUSSION

On September 8, 2010, City Council awarded a contract (the "Agreement") to Clean Energy ("Contractor") related to the procurement, supply, and maintenance of CNG Station Fueling Project. An amendment is appropriate to memorialize changes that the Contractor and City Staff have discussed, including:

1. Extension of the Agreement Term. The Agreement term is for five (5) years beginning August 31, 2017 and shall expire upon the normal expiration of its term on August 31, 2022, unless earlier terminated.

2. Compensation. The Agreement's maximum compensation amount for the term of the Agreement is also changed from $2,120,151.00 to $2,720,151.00, which is a $600,000 increase in compensation from the initial Agreement.

3. Definitions and Service Terms. The Contractor provided a list of Service Terms to incorporate into the amendment to the Agreement. The terms provide greater detail on the Low Carbon Fuel Standards ("LCFS") Credits differentiating between the City's and Contractor's rights and responsibilities, the financial terms related to the City's LCFS account, assessments and taxes, and further obligations owed by each party to the other. Additional language is added to Article I of the Agreement pertaining to the transfer of responsibility for the procurement and provision of natural gas.

FISCAL IMPACT

Approval of the First Amendment will allocate a $600,000 increase to Contractor's compensation for continuance of services to the City's CNG Fueling Station Project.

Additionally, the inclusion of Contractor's Service Terms provides the City with LCFS Credits. The LCFS credits market is emerging and is currently difficult to forecast. The price and quantity of credits that may be generated by the City will rely greatly on the type and quantity of natural gas used, as well as outside market influences.

SUMMARY

With the approval of the proposed First Amendment, the City's Agreement with Contractor will be revised to accurately reflect changes in compensation, extension of the Agreement's expiration date, and the addition of Contractor's service terms to the Agreement.

ATTACHMENTS

First Amendment to Agreement No. 2669.
Appendix 1- Natural Gas Service Terms

FIRST AMENDMENT
TO THE CONTRACT AGREEMENT NO. 2669 FOR COMPRESSED NATURAL GAS (CNG) FUELING STATION PROJECT

This First Amendment to the Contract Agreement No. 2669 for Compressed Natural Gas (CNG) Fueling Station Project ("**First Amendment**") is made and entered into as of ___ day of __________, 2018, by and among the The City of Montebello, a municipal corporation duly organized and existing under the law of the State of California ("**Agency**") and Clean Energy ("**Contractor**"). Agency and Contractor are sometimes hereinafter referred to collectively as the "**Parties**".

RECITALS

WHEREAS, Agency and Contractor are parties to that certain Contract Agreement No. 2669 for Compressed Natural Gas (CNG) Fueling Station Project, dated September 8, 2010 (the "**Agreement**"), pursuant to which Agency contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, Article XVI. "Entire Agreement" of the Agreement provides for amendments to the Agreement; and

WHEREAS, the Parties wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained herein, the Parties agree as follows:

AMENDMENT

1. <u>Amendment to Article I – Incorporation of Recitals and other Contract Documents</u>. Article I of the Agreement is hereby amended by deleting the following language:

> "1. Applicable Federal and State of California statutes and regulations, and this Agreement"

and replacing such language with:

> "1. Applicable Federal and State of California statutes and regulations, this Agreement, and Appendix 1, Natural Gas Service Terms".

2. <u>Amendment to Article I – Incorporation of Recitals and other Contract Documents</u>. Article I of the Agreement is hereby amended by adding the following new language to the end of the Article:

> The Parties acknowledge and agree that commencing on the execution date of the First Amendment, Contractor and Agency shall work together to transfer responsibility for the procurement and provision of natural gas to the Station from the Agency to Contractor. Upon Contractor's request, in writing, (a) the Agency will notify Southern California Gas Company ("**SoCalGas**") and will designate the entity indicated by Contractor to Agency as its Energy Service Provider beginning on a date mutually agreed upon by the Agency and Contractor, and (b) the Agency will assist Contractor in completing all required Direct Access Service Request forms. The date on which Contractor (as defined in Appendix 1 "**Natural Gas Service Terms**") commences supplying natural gas to the Meter (as defined in the Natural Gas Service Terms) which services the Station shall be deemed the "**Transfer Date**". On the Transfer Date: (a) the terms described in Natural Gas Service Terms which is attached to this Agreement and

incorporated by reference herein, shall become effective; and (b) other than the order of precedence described above and this paragraph of Article I, no other terms and conditions included in this Agreement or any of the Contract Documents shall be of any force or effect related to (i) the procurement and supply of natural gas for the Station, (ii) the generation of environmental attributes, including without limitation, LCFS Credits and/or RINs (each as defined in the Natural Gas Service Terms), from the natural gas dispensed from the Station, or (iii) the sale of such environmental attributes, including without limitation, LCFS Credits and/or RINs (each as defined in the Natural Gas Service Terms), (collectively, the "**Natural Gas Services**"); and, the terms included in Appendix 1 are the only terms and conditions applicable to the Natural Gas Services. In the event this Agreement terminates or expires, the Natural Gas Service Terms shall survive such termination or expiration for a period of ninety (90) days. In the event the Natural Gas Service Terms expire or are terminated and this Agreement is still in force and effect, the Parties shall work together to transfer responsibility for the procurement and provision of natural gas for the Station to Agency and on the date such responsibility has been transferred: (1) Contractor (as defined in the Natural Gas Service Terms) shall have no further obligations or responsibilities related to (i) procuring and supplying natural gas, which shall be the Agency's sole responsibility, or (ii) generating and/or selling environmental attributes, including without limitation, RINs and/or LCFS Credits (each as defined in the Natural Gas Supply Terms), from the natural gas supplied to the Station by Agency; and (2) the terms included in the Natural Gas Service Terms shall automatically terminate and be of no force or effect other than any terms which expressly state that they will survive any termination or expiration.

3. Amendment to Article III – Compensation. Article III, Compensation, of the Agreement is hereby amended by deleting the current dollar amount of:

"Two Million, One Hundred Twenty Thousand, One Hundred and Fifty-One dollars ($2,120,151.00)."

and replacing with the new dollar amount of:

"Two Million, Seven Hundred Twenty Thousand, One Hundred and Fifty-One dollars ($2,720,151.00)."

4. Amendment to Article X – Termination. Article X, Termination, of the Agreement is hereby amended by deleting the following sentence from the Article:

"This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR."

and replacing such language with:

"This Agreement shall expire upon the normal expiration of its term on August 31, 2022."

5. Amendment to Part II of the Project Manual. The Agreement is hereby amended by deleting Section 20.1, Natural Gas Service Terms, from Part II, General Terms and Conditions, of the Project Manual.

6. Amendment to Agreement. The Agreement is hereby amended by adding a new appendix, Appendix 1, Natural Gas Service Terms, to the Agreement. This new appendix shall include the language included in Appendix 1 which is attached to, and incorporated by reference into, this First Amendment.

7. Notice of Extension of Term. The Agency hereby notifies Contractor that the Agency has elected to renew the Agreement for a five (5) year term, and therefore, the Agreement shall expire on August 31, 2022.

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

9. Counterparts. This First Amendment may be executed in any number of counterparts, all of which shall constitute but one original, and the same agreement. Signatures to this First Amendment transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this First Amendment shall have the same effect as the physical delivery of the paper document bearing original signature.

10. No Other Amendment. Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by the Parties in all respects as of the execution date of the First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Contract Agreement No. 2669 for Compressed Natural Gas (CNG) Fueling Station Project as of the day and year first above written.

CLEAN ENERGY		**CITY OF MONTEBELLO**	
By:		By:	
Name:	Robert M. Vreeland	Name:	
Title:	CFO	Title:	

Appendix 1

Natural Gas Service Terms

(See Attached.)

APPENDIX 1
NATURAL GAS SERVICE TERMS

ARTICLE 1.
DEFINITIONS

1.1. Definitions. As used in this Appendix, the following defined terms shall have the respective meanings set forth below.

"Affiliate(s)" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Agency" means the City of Montebello.

"Agency's LCFS Credits" means any Low Carbon Fuel Standard ("LCFS") Credits generated into LCFS Accounts owned or controlled by Agency.

"Agreement" means the Contract Agreement No. 2669 for Compressed Natural Gas ("CNG") Fueling Station Project, entered into by Agency and Contractor and dated September 8, 2010, and the First Amendment to the Contract Agreement No. 2669 entered into by Agency and Contractor and dated ________________, 2018.

"Appendix" or "Natural Gas Service Terms" means this Appendix 1, Natural Gas Service Terms, and the terms contained herein.

"Blue Gas Credits" means LCFS Credits which are generated by Agency when Fossil CNG is dispensed from a Station as CNG.

"CARB" means California Air Resources Board or successor agency.

"Change in Law" means the occurrence after the execution date of the First Amendment of any of the following events: (a) any adoption, amendment or repeal of any Governmental Rule, whether published or unpublished, or any change therein or change in the interpretation or application thereof by any court, administrative agency or other Governmental Authority from that in effect on the execution date of the First Amendment; or (b) the imposition by any Governmental Authority of any material condition, or the cessation of any such imposition, in connection with the transactions contemplated in these Natural Gas Service Terms; provided, however, in no event shall Change of Law include any change that solely affects the monetary value of the LCFS Credit unless such change renders the LCFS Credit without any monetary value whatsoever.

"CNG" means Compressed Natural Gas used for vehicle fuel.

"Contractor" or "CE" means Clean Energy, a California corporation, or its Affiliate, Clean Energy Renewable Fuels, LLC, a Delaware limited liability company, each as applicable.

"Deliver" means Agency causes the Blue Gas Credits to be electronically delivered into Contractor's LCFS Account in accordance with the LCFS and the terms of this Appendix.

"Disqualified RNG" means natural gas that was initially determined by the parties upon delivery to be RNG but subsequently becomes disqualified as RNG by not satisfying the requirements of an applicable Governmental Rule.

"Force Majeure" means any event or circumstance that prevents a party from performing its obligations under this Appendix, which event or circumstance (a) was not reasonably anticipated as of the execution date of the First Amendment, (b) is not within the reasonable control of or the result of the negligence of the Party claiming Force Majeure, and (c) which the Party claiming Force Majeure, by the exercise of due diligence, is unable to overcome or avoid or cause to be avoided. Events of Force Majeure do not include any Change in Law or any other event or circumstance that affects the value or other features of a LCFS Credit.

"Fossil CNG" means any Compressed Natural Gas other than RNG.

"Governmental Authority" means any international, foreign, national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity (including CARB).

"Governmental Rule" means any law, statute, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, directive, resolution, guideline, policy or similar form of decision, or any action repealing or modifying the same, of any Governmental Authority having the force and effect of law or regulation.

"Incremental Credits" means the LCFS Credits generated from RNG dispensed from the Station minus the LCFS Credits that would have been generated if the same amount of RNG had been Fossil CNG.

"LCFS" means the Low Carbon Fuel Standard applicable to California as required by 17 CCR 95480 and each successor regulation.

"LCFS Account" means an account containing an entity's LCFS Credits, established and maintained in accordance with the LCFS.

"LCFS Credits" means the LCFS credits generated in accordance with the LCFS for fuel dispensed in California.

"LCFS Credits Resale Price" shall be calculated by reference to the volume weighted average price of all LCFS Credits of the same annual and quarterly vintage realized by Contractor within the same calendar quarter.

"LRT" means the reporting tool established in accordance with LCFS and required by CARB to submit annual compliance and quarterly progress reports and track LCFS Credits.

"Renewable Identification Number" or "RIN" is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012).).

"RIN Resale Price" shall be calculated by reference to the volume weighted average price of all RINS which is realized by Contractor that were generated within the same calendar month as the RINS generated from the RNG sold hereunder.

"RIN Share" means two percent (2%) of the RIN Resale Price for each RIN generated by the RNG dispensed from the Station under this Appendix.

"RNG" or "Biogas" means renewable natural gas generated from biomethane sources.

"Spot Price" means Monthly Average of Gas Daily Midpoint ("GDD Average") price as published in Gas Daily Publication, Daily Price Survey, Citygate – Socal Gas.

"Station" means the Station as defined in the Agreement.

"Taxes" means all applicable federal, state and local ad valorem, property, business and occupation, severance, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise and other taxes (other than taxes based on income or net worth), governmental charges, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges imposed or authorized by a Governmental Authority, however styled or payable.

"Transfer Date" means the date as defined in the Agreement.

ARTICLE 2.
TERM

2.1. Term; Renewal Term. The term of this Appendix shall begin on the Transfer Date and shall continue until the five (5) year anniversary of the Transfer Date, unless earlier terminated in accordance with the terms and conditions of this Appendix. The term of this Appendix shall thereafter renew automatically for additional consecutive renewal terms of one (1) year each unless either party notifies the other party, not less than ninety (90) days prior to the expiration of the then current term, that such party elects to terminate the Appendix effective as of the expiration of the then current term.

ARTICLE 3.

AGENCY'S LCFS CREDITS

3.1. Delivery. Pursuant to the California Code of Regulations for the Low Carbon Fuel Standard, Agency shall retain regulated party status with respect to all Fossil CNG provided to the Meter by Contractor and Agency shall therefore be responsible for generating Blue Gas Credits when Fossil CNG is dispensed from the Station and Delivering such Blue Gas Credits to Contractor. Within forty-five (45) days following the end of each calendar quarter, Agency shall enter its usage data for such quarter into the LRT and Deliver Agency's LCFS Credits to Contractor. All rights, title to, interest in, and risk of loss for such LCFS Credits will transfer from Agency to Contractor upon Delivery.

ARTICLE 4.
GAS METER AND CE'S LCFS CREDITS

4.1. Gas Supply. Commencing on the Transfer Date, CE shall be the natural gas supplier for the natural gas meter which services the Station (the "Meter") and shall supply either Fossil CNG or RNG to the Meter.

The Agency understands and agrees that: (i) it shall at all times, notwithstanding anything to the contrary herein, remain responsible for payment of its core gas transportation service received from Southern California Gas Company ("SoCalGas"), even if the Agency has authorized SoCalGas to send its bill to Contractor for payment; and (ii) Agency is responsible for all Franchise Fees under Tariff Rate Schedule G-SUR and any Utility Users Tax that a city or county may require as a result of the Agency receiving its gas commodity through Contractor.

Agency will continue to receive an invoice from SoCalGas for transportation and other access charges. Agency will be responsible for the payment of all invoices it receives from SoCalGas. Pursuant to the California Code of Regulations for the Low Carbon Fuel Standard, Contractor shall retain regulated party status with respect to all RNG provided to the Station by Contractor.

Title to the RNG and Fossil CNG provided hereunder by Contractor shall transfer from Contractor to Agency immediately after the Meter.

Subject to the availability of RNG, as determined by Contractor, during each rolling six (6) month period during the term of this Appendix, Contractor shall use reasonable efforts to provide RNG to the Meter at least ninety percent (90%) of the time during such rolling six (6) month period.

4.2. Nominations.

At least seven (7) days prior to the first day of each calendar month that is a month included in the term of this Appendix, Agency shall provide Contractor with its natural gas nomination for the Station for the following month (the "Monthly Nomination"). In the event Agency does not provide the Monthly Nomination to Contractor at least seven (7) days prior to the first day of the month, Contractor shall determine the applicable month's Monthly Nomination for the Station based on Agency's prior usage.

When the amount of natural gas provided to the Station exceeds the Monthly Nomination for the month, Agency will be deemed to have purchased the excess natural gas from Contractor for the applicable Spot Price plus $0.025 per MMBtu.

When the amount of natural gas provided to the Station is less than the Monthly Nomination for the month, Agency will be deemed to have sold the excess natural gas to Contractor for the applicable Spot Price minus $0.025 per MMBtu.

For amounts due to Contractor pursuant to this Section 4.2, Agency shall pay each invoice submitted by Contractor within thirty (30) days of the date an invoice is received by Agency. Receipt shall be defined as three (3) days after the invoice is transmitted by Contractor to Agency. Any payments not made when due shall accrue interest on the unpaid amount at a rate of eighteen percent (18%) per annum, calculated from the date payment is due up to and including the date payment is received by Contractor.

Agency's payment obligations pursuant to this Section shall survive the termination or expiration of this Appendix until all amounts due to Contractor pursuant to this Section 4.2 have been received by Contractor.

4.3. Payments.

(a) For the natural gas (either RNG or Fossil CNG) supplied by Contractor to the Meter, Agency shall pay Contractor the following amount on a per MMBtu basis:

[the SoCal Citygate Index ("Socal Citygate") as published by Natural Gas Intelligence or any successor thereto] + [$0.025 ($/MMBtu].

Agency shall pay each invoice submitted by Contractor within thirty (30) days of the date an invoice is received by Agency. Receipt shall be defined as three (3) days after the invoice is transmitted by Contractor to Agency. Any payments not made when due shall accrue interest on the unpaid amount at a rate of eighteen percent (18%) per annum, calculated from the date payment is due to and including the date payment is received by Contractor.

Agency's payment obligations shall survive the termination or expiration of this Appendix until Contractor has been paid for all natural gas supplied to the Station by it during the term of this Appendix.

(b) When RNG is provided by Contractor to the Meter, Contractor shall pay Agency: (a) one hundred percent (100%) of the LCFS Credits Resale Price for all LCFS Credits that would have been generated by Fossil CNG if the RNG provided by Contractor to the Meter and dispensed as CNG at the Station had been Fossil CNG (the "Conventional LCFS Credits"); plus (b) five percent (5%) of the LCFS Credits Resale Price for all Incremental LCFS Credits generated from RNG dispensed at the Station as CNG. Contractor shall make such payment within thirty (30) days of the date of Contractor's receipt of payment for such sold LCFS Credits. This payment obligation shall survive the termination or expiration of this Appendix until Agency has been paid for all LCFS Credits generated by RNG provided by Contractor to the Meter.

(c) Contractor shall pay Agency the RIN Share within thirty (30) days of the date of Contractor's receipt of payment for such sold RINs. This payment obligation shall survive the termination or expiration of this Appendix until Agency has been paid for all RINs generated by RNG provided by Contractor to the Meter.

(d) Contractor shall pay Agency eighty percent (80%) of the LCFS Credits Resale Price for each Blue Gas Credit which is Delivered by Agency to Contractor as described above in Section 3.1 above and then sold to a third party by Contractor. Contractor shall make this payment within thirty (30) days of its receipt of payment for such sold Blue Gas Credit. This payment obligation shall survive the termination or expiration of this Appendix until Agency has been paid for all Blue Gas Credits Delivered to Contractor's LCFS Account pursuant to Section 3.1 above.

(e) Agency is not entitled to any payment for LCFS Credits, RINS or other environmental attributes that may be attributed to or generated from the natural gas, including without limitation, RNG, dispensed from the Station other than as stated in this Section 4.3 and in Section 4.8 below.

4.4. Agency acknowledges that Contractor and/or its affiliates will act as a principal with respect to their own LCFS Credits and/or as an agent with respect to LCFS Credits generated and/or sold hereunder and Agency hereby waives any claim against Contractor and/or its affiliates based on any conflict of interest or alleged conflict of interest of Contractor and/or its affiliates with respect to the manner, price or terms of the sale of any of the LCFS Credits generated and/or sold hereunder. Contractor and /or its affiliates and control persons shall owe no fiduciary obligation to Agency with respect to the LCFS Credits generated and sold. Contractor's and its affiliate's sole obligation with respect to the sale of LCFS Credits generated and/or sold hereunder shall be to use commercially reasonable efforts to sell such credits alongside other LCFS Credits that Contractor and/or its affiliates may market or sell based on the calendar quarter in which such credits are generated.

Agency acknowledges that Contractor and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and Agency hereby waives any claim against Contractor and/or its affiliates based on any conflict of interest or alleged conflict of interest of Contractor and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. Contractor and /or its affiliates and control persons shall owe no fiduciary obligation to Agency with respect to the RINs generated and sold. Contractor and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold hereunder shall be to use commercially reasonable efforts to sell such credits alongside other RINs that Contractor and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

4.5. Data. To the extent necessary, Agency shall provide Contractor with all metering and telemetry data that is available to Agency from the Station related to CNG fuel dispensed. Contractor shall have no liability whatsoever for or as a result of any error or inaccuracy in any such data.

4.6. Access. Agency hereby grants to Contractor and its agents such access to the Station and Agency's property as is reasonably necessary and appropriate for Contractor in connection with this Appendix. The access rights granted by Agency to Contractor under this Section shall survive the expiration or termination of this Appendix for a period of no more than fourteen (14) days after the termination or expiration of this Appendix. (including with respect to Contractor's removal of any of its equipment, if any, from Agency's premises in accordance with the provisions of this Appendix).

4.7. Attestations. Agency shall provide reasonable cooperation to Contractor with respect to the requirements for the generation of RINS under the Environmental Protection Agency Renewable Fuel Standard including signing periodic attestations regarding the use of the RNG sold hereunder as CNG at the Station. Further, on at least a quarterly basis, and at any other time by Contractor's written request, Agency shall provide Contractor with attestations executed by an authorized officer of Agency, which indicate that the volume of RNG delivered to the Meter by Contractor is consumed as CNG at the Station. Agency shall provide Contractor with such attestations no later than thirty (30) days after Contractor's written request. This Section shall survive the termination or expiration of this Appendix.

4.8. Alternative Fuel Credit. As between the parties, Agency shall be solely entitled to claim 100% of the federal Alternative Fuel Credit (defined below) revenue as allowed or may be allowed under Sections 6426 and 6427 of the Internal Revenue Code of 1986 ("Alternative Fuel Credit"), as may be amended, for each gasoline gallon equivalent of Fossil CNG or RNG dispensed into Agency's vehicles from the Station. The parties agree that Agency will be considered the "Alternative Fueler" as defined in Proposed Treasury Regulation Section 48-6426-1 and is responsible for remitting any federal or state fuel taxes, if any, imposed on the subsequent sale or use of such fuel.

4.9. Disqualified RNG. In addition to other remedies available under this Appendix, if natural gas provided by Contractor to the Meter originally deemed to be RNG becomes classified as Disqualified RNG and such disqualification did not occur based on act or omission of Contractor, Contractor will be entitled to a refund of any payment made to Agency under Sections 4.3 (b) and (c) above which is related to such Disqualified RNG. This Section shall survive the expiration or termination of the Appendix.

4.10. AB 32. Effective January 2015, transportation fuel suppliers in California are subject to the Cap and Trade regulations under AB 32. AB 32 requires fuel suppliers to purchase compliance instruments if the total amount of greenhouse gas ("GHG") emissions from fuel they supply in California exceeds 25,000 MTCO2e per year. Contractor will pass through any applicable AB 32 compliance costs for non-exempt natural gas purchased hereunder to Agency.

ARTICLE 5.
FINANCIAL TERMS

5.1. Agency's Responsibility for Costs. Agency shall be solely liable, and Contractor shall have no liability whatsoever, for any costs or expenses caused by, resulting from or relating to Agency's LCFS Account and any other requirements or obligations imposed upon Agency in connection with the subject of this Appendix. Agency shall be responsible for: (a) any third-party costs incurred by Contractor in having its name on the Meter; and (b) any costs incurred by Contractor arising out of a Change in Law. Without limiting the foregoing, Agency shall pay all charges, fees, penalties, and any other assessments by the CARB or any Governmental Authority or charged by the natural gas utility in connection with the Meter and/or the Station. To the extent that Contractor pays any such charges, Agency shall reimburse Contractor for the full amount thereof upon demand therefore, and such reimbursement shall be in addition to any other amounts payable by Agency to Contractor pursuant to this Appendix.

5.2. Taxes. Agency shall pay any Taxes imposed in connection with (a) the Meter, (b) the Station, (c) the performance of Articles 3 and 4 above by Contractor, or (d) the services or products provided under this Appendix unless the Agency provides an applicable exemption certificate.

5.3. Netting and Setoff. If Agency and Contractor are each required to pay to the other an amount in the same calendar month under this Appendix, then such amounts with respect to each party may be aggregated and the parties may discharge their obligations to pay through netting, in which case the party, if any, owing the greater aggregate amount may pay to the other party the difference between the amounts owed. Each party reserves to itself all rights, setoffs, counterclaims and other remedies and defenses consistent with Article 7 and Article 8 (to the extent not expressly herein waived or denied) which such party has or may be entitled to arising from or out of this Appendix. The obligations to make payment under this Appendix between the parties may be setoff against each other.

ARTICLE 6.
REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Parties. Each party, with respect to itself, hereby represents and warrants to the other party as follows:

(a) there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and

(b) there are no suits, proceedings, judgments, rulings or orders by or before any Governmental Authority that materially adversely affect such party's ability to perform this Appendix.

6.2. Additional Representations and Warranties of Agency. Agency hereby represents and warrants to Contractor that it is not aware of any reason that would cause the LCFS Credits generated at the Station not to comply with the LCFS.

6.3. Continuing Representations and Warranties. The representations and warranties of the Parties set forth in this Appendix shall be deemed to be made both as of the Transfer Date and on a continuing basis thereafter during the entire term of the Appendix.

6.4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 6, EACH PARTY EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.

ARTICLE 7.
EVENTS OF DEFAULT AND REMEDIES

7.1. Events of Default. An "Event of Default" means the occurrence of any of the following with respect to a party (the "Defaulting Party"):

(a) any representation or warranty made by a party shall prove to have been false or misleading in any material respect when made; or

(b) any material breach of this Appendix by a party (other than the breach identified in Section 7.1(a) above), if such breach is not cured within thirty (30) days after written notice thereof from the non-defaulting party, or if such failure cannot be completely corrected or cured within such thirty (30) day period, the defaulting party fails either to (i) commence within such thirty (30) day period, and sustain continuously thereafter, diligent efforts to correct or cure such breach, or (ii) completely correct or cure such breach within sixty (60) days after written notice thereof from the non-defaulting Party.

7.2. Remedies Upon an Event of Default. If an Event of Default occurs and is continuing at any time, the non-defaulting party may, effective immediately upon written notice to the Defaulting Party:

(a) terminate this Appendix, and pending the effectiveness of termination, suspend performance by the non-defaulting party of each and all of the obligations of the non-defaulting party under or pursuant to this Appendix; and

(b) take whatever action at law or in equity, consistent with the provisions of this Appendix, as may appear necessary or desirable to enforce the performance or observance of any available rights, remedies, obligations, agreements, or covenants.

7.3. Termination for Change of Law. In the event a Change of Law has a material adverse impact Contractor's economic expectations relating to this Appendix, Contractor may terminate this Appendix, without incurring any liability, by providing ten (10) days prior written notice to Agency. Such notice shall include a detailed explanation of how the Change of Law adversely affected Contractor's economic expectations.

7.4. Remedies Cumulative. Except as otherwise provided in this Appendix, no remedy conferred by any of the provisions of this Appendix is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 8.
INTENTIONALLY OMITTED

ARTICLE 9.
MISCELLANEOUS

9.1. Confidentiality.

(a) During the term of this Appendix and for a period of two (2) years from the earlier to occur of the expiration or termination of this Appendix, each party agrees to keep all Confidential Information received by it with respect to the other party strictly confidential; provided, however, that either party may disclose Confidential Information: (i) to the CARB or the gas utility for the Station in connection with its performance under this Appendix; (ii) to its Affiliates and its and their respective directors, officers, employees, consultants, subcontractors, agents, advisors, and lenders, but only if such recipients have a need to know such Confidential Information for performance of an obligation under or in connection with this Appendix and such recipient has agreed to hold such information in confidence; and (iii) to the extent legally required to be disclosed, provided that in such case the party required to disclose such information shall promptly notify the other party within ten (10) days prior to disclosure in order that such party may seek an appropriate protective order.

(b) "Confidential Information" shall mean all oral, written, electronic, or recorded information that is furnished with respect to a party for, or in the course of, performing obligations under or in connection with this Appendix and that is confidential, proprietary, or otherwise not publicly available.

(c) The restrictions on use and disclosure in this Section shall not apply to the extent such Confidential Information: (i) is or becomes publicly available other than as a result of a disclosure by the receiving party or any person or entity to whom the receiving party has disclosed such information; (ii) was already known to the receiving party on a nonconfidential basis prior to being furnished to the receiving party by the disclosing party; (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or a representative of the disclosing party if such source, to the receiving party's knowledge, is neither subject to any prohibition against transmitting the information to the receiving party nor bound by a confidentiality agreement with the disclosing party; or (iv) is independently developed by the receiving party.

9.2. Notices. Notices pertaining to this Appendix shall be in writing and shall be transmitted either by personal delivery or by a recognized national overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given:

Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attn: Tyler Henn
Cc: General Counsel

Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640
Attention: Tom Barrio
Director of Transportation
Cc: City Attorney

9.3. Relationship of the Parties. The parties are independent contractors, and shall not be deemed to be partners, joint venturers or agents of each other for any purpose, including for purposes of any Taxes or for workers' compensation or liability purposes. Nothing contained in this Appendix shall be construed to create a partnership, joint venture, agency or other relationship that may invoke fiduciary obligations between the parties.

9.4. Reliance. In connection with the preparation, negotiation, execution and delivery of this Appendix, each party represents and warrants that: (a) it is acting as principal (and not as agent or in any other capacity, fiduciary or otherwise); (b) the other party is not acting as a fiduciary or financial or investment advisor for it; (c) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth in this Appendix; (d) the other party has not given to it (directly or indirectly through any other person) any advice, counsel, assurance, guaranty or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of this Appendix; (e) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary, and not upon any view expressed by the other party; (f) all decisions have been the result of arms' length negotiations between the parties; and (g) it is entering into this Appendix with a full understanding of all of the risks related thereto (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks.

9.5. Amendments. No amendment, modification or change to this Appendix shall be enforceable unless reduced to writing and executed by both parties.

9.6. Governing Law. All matters arising from or relating to this Appendix shall be governed by the laws of the State of California, without regard to its conflict of law rules.

9.7. Non-Waiver. No waiver by either party of any rights of such party or defaults by the other party in the performance of any of the provisions of this Appendix shall be construed as a waiver of any other performance, default or defaults, or rights, whether of a like kind or different nature.

9.8. Severability. Except as otherwise provided in this Appendix, any provision or article declared or rendered unlawful by a Governmental Authority with jurisdiction over the parties, or deemed unlawful because of a change in Governmental Rule, shall not affect the validity, legality, and enforceability of the remaining provisions and articles of this Appendix.

9.9. Attorneys' Fees. In the event of any action, claim, suit, proceeding, arbitration, or dispute between the parties relating to this Appendix or the subject matter hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses and costs of litigation, in addition to any other relief granted or awarded.

9.10. Further Instruments; Further Assurances. Each party shall promptly execute and deliver such further instruments, agreements and other documents, and take such further actions as may be reasonably necessary to effectuate any of the provisions in this Appendix.

9.11. Force Majeure. If either party is prevented from or delayed in performing its duties under this Appendix by a Force Majeure event, then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Appendix to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from, any payment obligations hereunder.

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: Tom Barrio, Director of Transportation

SUBJECT: Exterior Bus Graphics Decal Replacement and Bus Repainting - Request for Proposal No.18-37

DATE: August 8, 2018

RECOMMENDATION

That the City Council award a contract to Complete Coach Works (CCW) for exterior bus repainting and a contract to Decals By Design INC. for exterior bus graphics decals replacement for Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreements on behalf of the City.

BACKGROUND

On March 12, 2018, the City issued Request for Proposal (RFP) No. 18-37 for Exterior Bus Graphics Decal Replacement and Bus Repainting project to obtain services to remove previous logo and repaint bus exterior body panels and install new decal design to ensure consistency of fleet appearance. The notice inviting bids was published on Montebello WAVE and GreenSheet. The notice was also posted on the City website, PlanetBids and transit industry websites, TransitTalent.

A pre-proposal meeting was held on March 22, 2018, to discuss the scope of work for the project. The meeting was attended by two (2) prospective bidders. As a result of the questions asked at the meeting and received through PlanetBids regarding the RFP, several addenda to the RFP were subsequently issued and published.

Subsequently, four (4) responsive proposals were received on April 12, 2018. The four proposers – A and A Fleet Painting Inc., Complete Coach Works, Decals By Design Inc., and South Bay Shine fleet Wash LLC were evaluated by MBL staff based on five elements that included: (1) Price; (2) Experience; (3) Equipment/Facility; (4) Plan of action; and (5) Responsiveness to submittals. Two finalists, Complete Coach Works and Decals By Design Inc., were selected to enter BAFO phrase.

ANALYSIS

The project will be in two phases:**Phase I** - preparation to include removal of old decals and apply new primer and paint; and **Phase II** - design and installation of new decals/logos, bus numbers, and CA numbers, for vehicles included in this project. A firm may be awarded a contract for both phases or two different firms may be awarded for each individual phase, depending on which option benefits the City's needs.

Staff evaluated the proposals based on the criteria which includes the proposer's qualifications and experience, quality and effectiveness of approach to perform the work and cost. Complete Coach Work's proposed cost of $619,740.18 for **Phase I** tasks and Decals By Design's proposed cost of $270,750.98 for **Phase II** tasks have been determined to be fair and reasonable. Therefore, staff recommends awarding the contracts to Complete Coach Works (CCW) and Decals By Design Inc. as the most responsible and responsive proposers for this project.

FISCAL IMPACT

The project budget is shown below.

Available Funding
Funds for this project are available in the Fiscal Year 2018/19 Budget. Funding for this project is as follows:

PTIMISEA ………………………………………..	$ 905,774.00
SGR/STA FY'19 …………………………..…….	$ 39,614.00
TOTAL	**$ 945,388.00**

Funding Required

Item	Number	Total
Repainting Bus	61	$ 619,740.18
Decals	61	$ 270,750.98
Contingency (6%)		$ 54,897.00
TOTAL FUNDING REQUIRED		**$ 945,388.00**

Approved funding for this item will have no adverse impact on the General Fund.

SUMMARY

The City Council will consider authorizing the Acting City Manager to execute a Contract Agreement in the amount of $619,740.18 to Complete Coach Works (CCW) for Request for Proposal (RFP) No. 18-36 for Exterior Bus Graphics Decal Replacement and Bus Repainting Phase I project. The City Council will also consider authorizing the City Manager to execute a Contract Agreement in the amount of $270,750.98 to Decals By Design Inc. for Phase II of the project.

ATTACHMENTS

- Draft Contract Agreement
- CCW and DBD Price Sheet

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT

FOR

EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND BUS REPAINTING

RFP NO. 18-37

This Contract Agreement ("Agreement") is made and entered into for the above stated project this **8th** day of **August, 2018** by and between the City of Montebello, as "AGENCY," and __________________________ as "CONTRACTOR," collectively referred herein as the Parties.

RECITALS

WHEREAS, AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California;

WHEREAS, CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement; and

WHEREAS¸ AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND BUS REPAINTING** ("Project") as further described in RFP No. **18-37.**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purposes of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or CONTRACTORs engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated _____________, 2018 (“Compensation”). The total amount of the compensation shall not exceed the sum of ____________________________________ dollars ($_____________). AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material (“written Products”) developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. 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.

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY 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.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-CONTRACTOR's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONTRACTOR under this Agreement regardless of responsibility for negligence. In addition, CONTRACTOR shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONTRACTOR or its sub-CONTRACTORS in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-CONTRACTORs, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days prior written notice to AGENCY.

ARTICLE XI. Authorization by CONTRACTOR

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

ARTICLE XII. 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONSULTANT 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.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, wither in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-CONTRACTPR, 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 AGENCY 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 CONSULTANT under the Agreement.

ARTICLE XV. 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, martial status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-consultants 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.

ARTICLE XVI. Notices

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:

To AGENCY:	Montebello Bus Lines 400 S. Taylor Ave. Montebello, CA 90640 Attention: Tom Barrio Director of Transportation Phone: 323-558-1625
To CONTRACTOR:	 Attention: Phone: Email:

ARTICLE XVII. Severability

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

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____day of ________________, 2018.

CITY OF MONTEBELLO
("CITY")

____
Andrew G. Pasmant, Acting City Manager

Date: _______________

("CONTRACTOR")

____

Federal Tax Identification No. _______

Date: _______________

ATTEST:

____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

____
Arnold M. Alvarez-Glasman, City Attorney

COMPLETE COACH WORKS

Renovation • Parts • Modification

May 29, 2018

Montebello Bus Lines
400 S. Taylor Ave
Montebello, CA 90640
Attention: Eric H. Yan, Transit Grant and Projects Administrator

RE: BAFO for RFP #18-37, Exterior Bus Graphics Decal Replacement and Bus Repainting

Dear Mr. Yan,

Thank you for your continued interest in our proposal for RFP #18-37, Exterior Bus Graphics Decal Replacement and Bus Repainting project. We are happy to provide you with this Best and Final Offer. Attached please find the revised pricing sheet.

In order to reduce the cost of the Repainting portion of the project, CCW recommends revising the scope of work to the attached sample scope of work. Only if the attached sample scope of work is approved by Montebello Bus Lines, will the attached Best and Final Offer pricing be honored.

As for the graphic decal portion of the project, we feel confident that we have presented our best possible pricing for this work on the original submittal. To this effect there is no pricing reduction for the graphic decal work.

Should you have any questions or need further information, please do not hesitate to contact:

Amber Piccinonno, Director of Contracts
Office Phone: 951-684-9585 Cell Phone: 951-212-6123
Email: amber@completecoach.com

We appreciate the opportunity to provide you with this Best and Final Offer and look forward to working with you on this project should we be the successful contractor.

Sincerely,

Dale E. Carson
President

MONTEBELLO BUS LINES
FLEET REPAINTING AND BUS GRAPGHICS PROJECT

Paint and Decals:

Each Montebello bus is to be repainted white to include the roof. Montebello Bus Lines will provide the white color code the buses are to be painted and before any buses are to be painted a color spray out will be provided to the Montebello project management staff for approval and sign off.

At minimum Proposers is to have commercial paint experience of 5 years or more.

1.1 Montebello Bus windows, front destination sign glazingins, windshields and door glazings as well as all window and door rubber is to be masked off to prevent paint overspray. Wheel well flares are to be removed and prepped and painted bumper black and reinstalled with new hardware. Wheel well that are damaged and require replacement will be photo-documented, priced, and submitted to Montebello Bus Lines Project Management staff as extra-work.

1.2 VOC Rules- All products and application requirements are to be compliant with SCAQMD Rules 1151, 1107, and 1171 for the Montebello Bus Lines fleet repainting project.

1.3 Paint Specification- Buses are to be painted with the Genesis® GC Premium Acrylic Polyurethane Single Stage Paint System which is extremely durable, provides a high gloss finish, and is resistant to chemicals and solvents. It also demonstrates graffiti resistant properties that makes it ideal for public transportation.

1.4 Surface Preparation- Remove all installed decals and graphics. All Montebello Bus Lines Graphics and areas where decals and graphics have been removed shall be block sanded to prevent ghosting through to new paint. All surfaces will be thoroughly power washed and degreased prior to primer application. All bodywork and repairs must be cleaned, sanded, and allowed to fully cure.

1.4 Primer Preparation- All surfaces must be dried with compressed air. Compressed air must have a relative humidity of 30% or less. Montebello Bus Lines buses must be primed within 24 hours of surface preparation.

1.5 Primer- Surface to be primed with Sherwin-Williams Genesis urethane and epoxy primer. The Sherwin-Williams Genesis urethane and epoxy primer will be applied in two coats to a dry film thickness (DFT) of 2.0–2.5mils. Allow Sherwin-Williams Genesis urethane and epoxy primer to cure for a minimum of 90 minutes at 77 degrees F. Sherwin-Williams Genesis urethane and epoxy primer must be top coated before 48 hours. If Sherwin-Williams Genesis urethane and epoxy primer is allowed to cure in excess of 48 hours, primed surface must be scuff sanded prior to topcoat or basecoat application.

1.5 Painting - Apply Genesis® GC Premium Acrylic Polyurethane Single Stage Montebello Bus Lines white Paint System to the entire bus including the roof top enclosure surfaces.

1.6 Mirrors - Drivers exterior mirrors including the arms and mounts are to be prepped and painted semi black paint. Mirror components that are damaged and require replacement will be photo-documented, priced, and submitted to Montebello Bus Lines Project Management staff as extra-work.

1.7 Wiper Arms – Wiper Arms are to be prepped and painted semi-gloss black paint. Wiper Arms and wiper blades that are damaged and require replacement will be photo-documented, priced, and submitted to Montebello Bus Lines Project Management staff as extra-work.

1.8 Bumpers – Front and Rear Bumpers are to be prepped and painted with bumper black paint. Bumpers rubber modules that are damaged and require replacement will be photo-documented, priced, and submitted to Montebello Bus Lines Project Management staff as extra-work.

1.9 Bus Detail – Once the buses is painted the exterior and interior of the bus will be detailed and all dust and overspray is to be removed.

1.10 Transport – Contractor is to provide transport for the buses form Montebello Bus lines location to the contractor's facility and once the buses are completed the buses will be returned to the Montebello Bus lines location.

Repaint

Length	# of units	Labor	Materials	Tax @ 9.5%	Total Materials	Pickup & Delivery	Per Bus	Extended Price
35'	8	$6,932.00	$2,765.00	$262.68	$3,027.68	$200.00	$10,159.68	$81,277.40
40'	46	$6,932.00	$2,765.00	$262.68	$3,027.68	$200.00	$10,159.68	$467,345.05
40'	7 (2016)	$6,932.00	$2,765.00	$262.68	$3,027.68	$200.00	$10,159.68	$71,117.73
								$619,740.18

Graphic Decals

Length	# of units	Labor	Materials	Tax @ 9.5%	Total Materials	Per Bus	Extended Price
35'	8	$1,470.00	$3,210.00	$304.95	$3,514.95	$4,984.95	$39,879.60
40'	46	$1,470.00	$3,210.90	$305.04	$3,515.94	$4,985.94	$229,353.03
40'	7 (2016)	$1,770.00	$4,284.00	$406.98	$4,690.98	$6,460.98	$45,226.86
							$314,459.49

Extra Work

Labor Rate	Mark Up on Materials
$105.00 per hr	20%

Warranty
Workmanship and Paint will be warranted for a period of five (5) years from acceptance of vehicle
3M Vinyl will be warranted against color transition change for a period of six (6) years from acceptance of vehicle

Business Name : Complete Coach Works
Address : 1863 Service Ct, Riverside CA 92507
Phone Number : 951-684-9585
Representative Name : Dale E. Carson
Signature :

ESTIMATE

DECALS BY DESIGN INC.
FLEET & TRANSIT GRAPHICS
1325 Pico Street, Suite 105
Corona, CA 92881
PH: 951.696.0431
FX: 951.696.1142
AP@decalsbydesign.com

Date	Estimate #
5/23/2018	3300

Name / Address

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Eric Yan
RFP No. 18-37

Stock Number(s)
TBD

Project	Customer
RFP18-37	Eric Yan

Description	Qty	Cost	Total
Best and Final Offer - City of Montebello RFP No. 18-37			
Bus Decal Graphics for Montebello Bus Lines 40' Buses, 2008 - 2013 New Flyer Graphics include the following: Driver Side Passenger Side Front and Rear	38	2,610.75	99,208.50T
Bus Decal Graphics for Montebello Bus Lines 40' Buses, 2016 New Flyer (Higher Top) Graphics include the following: Driver Side Passenger Side Front and Rear	15	3,505.00	52,575.00T
Bus Decal Graphics for Montebello Bus Lines 35' Buses, 2008 - 2013 New Flyer Graphics include the following: Driver Side Passenger Side Front and Rear	8	2,610.75	20,886.00T
Production Specs: Digital print using HP 360 Latex Printer with HP 831 Series Latex Inks on 3M IJ180C-10 White Vinyl & 3M 680CR-10 White Reflective Vinyl with 3M 8518 Lamination, and 3M SCPM-44X Premask. Reflective Stripe is 3M 680CR-10 White Reflective.			

Please Note: If installation of decals is required, vehicle(s) need to be clean and dry a minimum of 24 hours prior to installation.

Thank you for the opportunity to provide pricing for your upcoming project.

Subtotal	
Sales Tax (9.5%)	
Total	

ESTIMATE

DECALS BY DESIGN INC.
FLEET & TRANSIT GRAPHICS
1325 Pico Street, Suite 105
Corona, CA 92881
PH: 951.696.0431
FX: 951.696.1142
AP@decalsbydesign.com

Date	Estimate #
5/23/2018	3300

Name / Address

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Eric Yan
RFP No. 18-37

Stock Number(s)	Project	Customer
TBD	RFP18-37	Eric Yan

Description	Qty	Cost	Total
Unit Number Kit Roof numbers, interior and exterior numbers, CA numbers 3M 180C Series Vinyl to be used for number kit decals	45	65.00	2,925.00T
Installation Labor - Application of MBL bus decal graphics (2008 - 2013 New Flyer) Installs to be completed at customer facility, Montebello, CA or Paint Facility, So CA	46	1,225.00	56,350.00
Installation Labor - Application of MBL bus decal graphics (2016 New Flyer - higher top) Installs to be completed at customer facility, Montebello, CA or Paint Facility, So CA	15	1,475.00	22,125.00
PLEASE NOTE: REMOVAL OF EXISTING GRAPHICS AND PAINT TO BE PROVIDED BY OTHERS			

Please Note: If installation of decals is required, vehicle(s) need to be clean and dry a minimum of 24 hours prior to installation.

Thank you for the opportunity to provide pricing for your upcoming project.

Subtotal	$254,069.50
Sales Tax (9.5%)	$16,681.48
Total	$270,750.98

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: William Quan, Controller

SUBJECT: Second Amendment to the Agreement with Tyler Technologies for the Extension of Software Maintenance

DATE: August 8, 2018

RECOMMENDATION

That the City Council approve a software maintenance agreement with Tyler Technologies for ongoing management and maintenance of the City's financial and human resources software systems.

BACKGROUND

In June 2012, the City Council approved a software licensing agreement and associated maintenance agreement with New World Systems ("New World"). In 2015, New World was acquired by and merged with Tyler Technologies ("Tyler"). This software is a fully integrated system that the City utilizes for financial management, payroll, and human resources purposes. Procuring the software license was a one-time expense, however, on-going maintenance and monitoring services are required to ensure the system remains fully functional.

These maintenance services were provided by Tyler under the maintenance agreement, which provided for an initial term of five (5) years that expired in October 2017. City Council approved the first amendment to the agreement on October 11, 2017. The maintenance agreement covers the licenses, software, and system support of the financial system. The cost for these services over the past five (5) years was as follows: Year 1 – No Charge; Year 2 - $53,550; Year 3 - $56,700; Year 4 - $59,850; Year 5 - $62,843. The agreement also capped increases in the annual maintenance cost for years 6 – 10 at 5% over the prior year. The current Year 6 cost is $65,984.64, which is a 5% increase from Year 5.

ANALYSIS

The software acquired by the City from Tyler is utilized by the City on a daily basis for financial management, payroll, timekeeping, and human resources purposes, and ongoing maintenance and management of the software is vital to its functionality. With the original maintenance agreement with Tyler expired, it is necessary for the City to approve an extension of those services with Tyler.

Because of the proprietary nature of the software, Tyler is the only company that has the capacity to provide ongoing maintenance of the system. As a result, Tyler is the "sole source" from which the City may acquire these services, meaning putting the services out to bid is impractical. The Montebello Municipal Code provides an exception to competitive bidding requirements in this situation. (MMC 3.20.050(B).)

Tyler proposes a one (1) year contract that automatically renews for subsequent one (1) year terms unless and until terminated by the parties. For the upcoming year, the cost of ongoing maintenance services is $65,984.64. Staff recommends that the City Council approve this expenditure and the attached agreement with Tyler.

FISCAL IMPACT

The cost of the agreement with Tyler for the current year is $65,984.64. This amount is included within the FY 2018-2019 budget.

SUMMARY

The City Council will consider approving an extension of a software maintenance agreement with Tyler Technologies for ongoing maintenance of the City's financial and personnel management systems.

ATTACHMENTS

Second Amendment to the Agreement with Tyler Technologies

SECOND AMENDMENT

SOFTWARE MAINTENANCE AND SUPPORT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONTEBELLO AND TYLER TECHNOLOGIES

This Second Amendment (“Amendment”) to the Agreement (as defined below) is made and entered into as of August 8, 2018 (the "Effective Date"), by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Montebello ("'Client").

WHEREAS, Client and New World Systems are parties to an original agreement ("Agreement”) under which Client licensed the New World software itemized and described therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity and succeeding to all rights and obligations of New World under the Agreement; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services described in the Agreement, and to extend the term thereof;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Amendment.

2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit l to this Amendment, attached and incorporated fully herein.

3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement, which are expressly incorporated herein except to the extent of an actual conflict with the terms of this Amendment, which shall govern and control in the event of said conflict.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

TYLER TECHNOLOGIES	CITY OF MONTEBELLO
By: ____________________	By: ____________________
Name:_____________________	Name:_____________________
Title: _____________________	Title: _____________________
Date: _______________	Date: _______________

Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless and until terminated in writing by either party with at least ninety (90) days prior written notice. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the applicable invoice attached hereto as Exhibit 2 and incorporated fully herein. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended. Annual fees due for each of the three (3) years after the initial year of this Amendment shall not be increased more than five percent (5%) from the previous year.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

3.1 Perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will cease;

3.2 Provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)

3.3 Maintain personnel that are sufficiently trained to be familiar with the

Tyler Software and third-party software, if any, in order to provide maintenance and support services;

3.4 Provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 Provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then- current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

(a) All infrastructure executing Tyler Software shall be managed by you;
(b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
(c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e)

maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice. We shall provide you with a list of the current rates applicable to the services described in this Section upon request. We will not provide such services without advance written agreement of the parties as to scope and cost.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.

Schedule A

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Exhibit 2

Invoice for Maintenance Fees

tyler technologies

Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	*Date*	*Page*
045-231603	08/01/2018	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: Montebello, CA
1600 W Beverly Blvd
Montebello, CA 90640-3932

RECEIVED
CITY OF MONTEBELLO
JUL 16 2018
ACCOUNTS PAYABLE

Ship To: Montebello, CA
1600 W Beverly Blvd
Montebello, CA 90640-3932

Customer No.	*Ord No*	*PO Number*	*Currency*	*Terms*	*Due Date*
50097	111130		USD	NET45	09/15/2018

ORIGINAL

Date	Description	Units	Rate	Extended Price
	Contract No.: MON1294C0601H01			
	SUPPORT & UPDATE LICENSING - ASSET MANAGEMENT Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	1,675.80	1,675.80
	SUPPORT & UPDATE LICENSING - FM BASES SUITE Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	11,521.13	11,521.13
	SUPPORT & UPDATE LICENSING - GRANT MANAGEMENT Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	1,675.80	1,675.80
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	3,351.60	3,351.60
	SUPPORT & UPDATE LICENSING - SELF SERVICE eMisc Billing Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	1,675.80	1,675.80
	SUPPORT & UPDATE LICENSING - Project Accounting Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	1,675.80	1,675.80
	SUPPORT & UPDATE LICENSING - PURCHASING (Combo of POs and Reqs) Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	3,351.60	3,351.60
	SUPPORT & UPDATE LICENSING - SELF SERVICE eBenefits Admin Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	1,675.80	1,675.80
	SUPPORT & UPDATE LICENSING - HR MANAGEMENT BASE SUITE Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	9,426.38	9,426.38
	SUPPORT & UPDATE LICENSING - PERSONNEL ACTION PROCESSING Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	2,094.75	2,094.75
	SUPPORT & UPDATE LICENSING - POSITION BUDGETING Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	2,094.75	2,094.75
	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	0.00	0.00
	SUPPORT & UPDATE LICENSING - FM ANALYTICS Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	2,094.75	2,094.75
	SUPPORT & UPDATE LICENSING - HR/PAYROLL ANALYTICS Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	2,094.75	2,094.75
	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments) Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	3,351.60	3,351.60
	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	2,513.70	2,513.70
	SUPPORT & UPDATE LICENSING - User License to Site License Maintenance: Start: 01/Sep/2018, End: 31/Aug/2019	1	15,710.63	15,710.63

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Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Invoice

Invoice No	Date	Page
045-231603	08/01/2018	2 of 2

Bill To: Montebello, CA
1600 W Beverly Blvd
Montebello, CA 90640-3932

Ship To: Montebello, CA
1600 W Beverly Blvd
Montebello, CA 90640-3932

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
50097	111130		USD	NET45	09/15/2018

Date	Description	Units	Rate	Extended Price

ORIGINAL

RECEIVED
CITY OF MONTEBELLO
JUL 16 2018
ACCOUNTS PAYABLE

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	65,984.64
Sales Tax	0.00
Invoice Total	65,984.64

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: City of Montebello Ad Hoc Citizens Budget Advisory Committee

DATE: August 8, 2018

RECOMMENDATION

That the City Council create and approve a framework for an Ad Hoc Citizens Budget Advisory Committee (CBAC).

BACKGROUND

At the March 14 Council meeting, Council discussed a report prepared by staff and provided initial direction for notifying City residents with interest in serving on the Ad Hoc Committee. Following Council's direction, staff prepared and posted a notice on the City's website soliciting City residents interested in serving on the CBAC. A notice was added to the City's Facebook page, and the City also notified local service organizations - Lions Club, Rotary Club, Soroptimist, and the Montebello Chamber of Commerce.

Residents interested in serving on the CBAC were advised to send a letter of interest to the attention of the Acting City Manager's Office.

On June 13, 2018, the City Council referred this item to the Ad Hoc Fiscal Stimulus Committee.

On July 24, 2018, the Ad Hoc Fiscal Stimulus Committee discussed the creation of the Ad Hoc Citizens Budget Committee (CABC), this staff report contains the framework for the creating the CABC.

To date, the City has received letters of interest from a total of 19 residents desiring to serve on the CBAC (see attached list and related correspondence).

ANALYSIS

In order to address the City's areas of fiscal concern and educating the public, the formation of an Ad Hoc Citizens Budget Advisory Committee is recommended. This may be an opportunity to educate the community on the complexities of municipal finance.

Committee meetings will require a quorum of simple majority of their members in order to meet and conduct business. Meetings will be held at City Hall.

Below is the framework for the proposed committee:

1) Create an Ad Hoc Citizens Budget Advisory Committee (CBAC) comprise of eleven (11) residents, with each City Councilmember selecting 2 members and 1 candidate selected by the City Council at-large; and
2) Assign the Acting City Manager as the Committee Facilitator and Finance Department Staff as support staff to assist the Committee.
3) Committee members shall be assigned from the list of interested volunteers that have contacted the City;
4) Each Committee member shall serve for a period of one year;
5) The Committee shall elect, by vote, a Chair and Vice-Chair from its members;
6) The Chair and Vice-Chair shall serve in their respective role (or position) for one year period;
7) The Committee shall hold regularly scheduled monthly meetings, as needed;
8) Committee meetings will require a quorum of simple majority of their members in order to meet and conduct business;
9) Meetings will be held at City Hall; and
10) If a Committee member is absent, without cause, from three (3) regular meetings, in a year (or 12 month period) the position of such member shall immediately be deemed to be vacant. The City Councilmember that assigned the member shall consider a new assignment. If the case involves the Committee member selected at-large by the City Council, then the City Council shall consider a new assignment.

FISCAL IMPACTS

There is no direct impact to the General Fund associated with this action. However, administrative and staff expenses will be incurred in connection with preparing for, managing, operating, and staffing Committee meetings.

SUMMARY

The City Council will consider the formation, staffing, and purpose of an Ad Hoc Citizens Budget Advisory Committee.

ATTACHMENTS

A. Master List
B. Related Correspondence

Ad Hoc Citizens Budget Advisory Committee (CBAC) Interest

As of June 21, 2018

- Alix Alcazar
- Maribel Briseno
- Carlos Cerdan, Jr.
- Maria Elisa Chang
- Raynier Diaz
- Eduardo Garfias
- Rafael Gutierrez
- Kristina Hilton
- Anthony Lopez
- Salvador Melendez
- Sarah Ochoa
- George Pacheco
- Catherine Salaiz
- Laura Sanchez
- Sam Shioi
- Bob Tapia
- David Torres
- Rosemarie Vasquez
- Colin Whipple

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: William Quan, Controller

SUBJECT: City Warrants, Local Agency Investment Fund (LAIF) and Authorized Signatures

DATE: August 8, 2018

RECOMMENDATION

Approve and adopt the attached Resolutions related to authorized signatories for City Warrants, Checks, Bank Accounts and to update the authorized officers for the Successor Agency and City LAIF accounts.

BACKGROUND

The City hired a Finance Administrator on February 13, 2018. The Finance Administrator submitted a letter of resignation effective August 2, 2018 to take a position with another municipality. In order to remove the signing authority of this individual, a resolution is needed. The officials serving in these signatory positions regularly sign warrants, checks, and bank account authorizations on the City's behalf, and an updated resolution identifying these appointed officials for this purpose is recommended.

The Successor Agency and City each maintain accounts with the Local Agency Investment Fund (LAIF), managed by the State Treasurer's Office. The City needs to remove the Finance Administrator and recommends that the signatories for these accounts be updated to reflect this change.

The two (2) attached resolutions, one for the Successor Agency and one for the City Council, accomplish this purpose.

ANALYSIS

In order to reflect this change, the revised resolutions are recommended.

FISCAL IMPACTS

There is no impact to the Successor Agency or City's General Funds associated with these actions.

SUMMARY

The City Council will consider updating the City's resolution related to authorized signatories on City Warrants, Checks, Bank Accounts and updating the authorize signatories for the Successor Agency and City LAIF accounts.

ATTACHMENTS

Attachment "A" - Resolution
Attachment "B" – Resolution (General)
Attachment "C" – Resolution (Successor Agency)

RESOLUTION NO.________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, RELATING TO AUTHORIZED SIGNATORIES ON CITY WARRANTS, CHECKS, AND BANK ACCOUNTS

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

SECTION 1. That all warrants upon the City Treasury shall be signed via electronic signature by **Vanessa Delgado** as Mayor, or by **Jack Hadjinian** as Mayor Pro Tempore, by **Andrew Pasmant** as Acting City Manager, or by **Danilo Batson** as Assistant City Manager, and shall be accepted by the signature of **Ashod Mooradian** as City Treasurer.

SECTION 2. That checks upon the following funds/accounts shall be signed via electronic signature by **Vanessa Delgado** as Mayor, or by **Jack Hadjinian** as Mayor Pro Tempore; by **Andrew Pasmant** as Acting City Manager, or by **Danilo Batson** as Assistant City Manager, and shall be accepted by the signature of **Ashod Mooradian** as City Treasurer: Payroll, Trust and Agency, Health Account, Retirement Account, Workers Compensation Account, Liability Account, Successor Agency, Housing Successor, Recreation Revenue and all other City and Agency Operational and Investment Accounts.

SECTION 3. That liability checks requiring two (2) authorized signatories shall be executed by either **Vanessa Delgado** as Mayor, or **Jack Hadjinian** as Mayor Pro Tempore, or **Ashod Mooradian** as City Treasurer, or **Andrew Pasmant**, as Acting City Manager or **Danilo Batson** as Assistant City Manager.

SECTION 4. That workers compensation checks requiring two (2) authorized signatories shall be executed by either **Vanessa Delgado** as Mayor, or **Jack Hadjinian** as Mayor Pro Tempore, or **Ashod Mooradian** as City Treasurer, or **Andrew Pasmant** as Acting City Manager, or **Danilo Batson** as Assistant City Manager.

SECTION 5. That Resolution No. 18-24 is hereby repealed and rescinded.

SECTION 6. That the City Clerk shall certify to the adoption of this resolution and shall forward a certified copy hereof to the City's banking and financial institutions.

APPROVED AND ADOPTED THIS 8th DAY OF AUGUST, 2018.

Vanessa Delgado, Mayor

ATTEST: APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

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

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the City of Montebello.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the deposit and withdrawal of City of Montebello monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following City of Montebello officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Ashod Mooradian	Andrew Pasmant
NAME	NAME
City Treasurer	Acting City Manager
TITLE	TITLE
____________________	____________________
SIGNATURE	SIGNATURE
Danilo Batson	____________________
NAME	NAME
Assistant City Manager	____________________
TITLE	TITLE
____________________	____________________
SIGNATURE	SIGNATURE

APPROVED AND ADOPTED THIS __8__ DAY OF AUGUST, 2018.

____
Vanessa Delgado, Mayor

ATTEST:

____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

____
Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____________

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

THE SUCCESSOR AGENCY OF THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY MONTEBELLO DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Successor Agency does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the Successor Agency, and consistent with the purposes and requirements of the Redevelopment Dissolution Law (Health & Safety Code § 34170 *et seq*).

NOW, THEREFORE, BE IT RESOLVED, that the Successor Agency hereby authorizes the deposit and withdrawal of the Successor Agency's monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following Successor Agency of the Former Community Redevelopment Agency of the City of Montebello officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Ashod Mooradian NAME	Andrew Pasmant NAME
City Treasurer TITLE	Acting Executive Director TITLE
____________________ SIGNATURE	____________________ SIGNATURE
Danilo Batson NAME	____________________ NAME
Assistant City Manager TITLE	____________________ TITLE
____________________ SIGNATURE	____________________ SIGNATURE

APPROVED AND ADOPTED THIS __8___ DAY OF AUGUST, 2018.

____
Vanessa Delgado, Chair

ATTEST: APPROVED AS TO FORM:

____
Irma Barajas, City Clerk

____
Arnold M. Alvarez-Glasman, Agency Counsel

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Bob Franco, Human Resources Manager
Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Continuation of CalPERS Contributions

DATE: August 8, 2018

RECOMMENDATION

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

BACKGROUND/ANALYSIS

For the past several years, the City has agreed and contributed 8% (non-safety) and 9% (safety) of the employee member contribution to CalPERS for all employee organizations' classic CalPERS members. The applicable employee organizations are: Unrepresented Employees, SMART-TD UTU, Montebello City Employees Association, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, and Montebello Fire Management Association.

Currently, labor negotiations between the City and the various employee organizations are underway. At the outset of these negotiations, the City it is recommended that the City contribute the classic CalPERS members' employee member contributions as a sign of good faith and understanding. Upon authorization from City Council, the Acting City Manager will have signing authority to execute side letter agreements for each bargaining unit to reflect this limited continuation of CalPERS contribution to October 31, 2018, while labor negotiations continue.

Staff is recommending that the City Council approve the non-represented resolution indicating the City's desire and willingness to continue the CalPERS contribution for classic CalPERS members in each of the other employee organizations for the limited period of August 31, 2018 to October 31, 2018.

FISCAL IMPACT

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

SUMMARY

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

ATTACHMENTS

Non-Represented Resolution
Sample Side Letter – (8%) Non-Safety
Sample Side Letter – (9%) Safety

RESOLUTION NO.____________

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

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

SECTION 1. **<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 August 31, 2018 to October 31, 2018. All such member contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code section 3.28.020 and the Transit Enterprise Fund where applicable. The Parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

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

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

APPROVED AND ADOPTED this 8th day of August 2018.

____
Vanessa Delgado, Mayor

ATTEST:

____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

____
Arnold Alvarez-Glasman,
City Attorney

SAMPLE SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO BARGAINING UNIT / NON-SAFETY

WHEREAS the City of Montebello ("City") and The Montebello Bargaining Unit ("XXXX") are parties to a Side Letter Agreement identified as Agreement No. XXXX;

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

WHEREAS the City's obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees does not continue after August 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 August 31, 2018 to October 31, 2018; and

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

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective August 31, 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 August 31, 2018 to October 31, 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 October 31, 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 BARGAINING UNIT **CITY OF MONTEBELLO**

By:____________________________

Name
President

Date:____________________

By:____________________________

Andrew G. Pasmant
Acting City Manager

Date:____________________

Approved as to form:

____
Arnold Alvarez-Glasman
City Attorney

ATTESTED:
____

DATE________________________

SAMPLE SIDE LETTER OF AGREEMENT

Between THE CITY OF MONTEBELLO

and

THE MONTEBELLO BARGAINING UNIT / SAFETY

WHEREAS the City of Montebello ("City") and The Montebello Bargaining Unit ("XXXX") are parties to a Side Letter Agreement identified as Agreement No. XXXX;

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

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 August 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 August 31, 2018 to October 31, 2018; and

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

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective August 31, 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 August 31, 2018 to October 31, 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 October 31, 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 BARGAINING UNIT **CITY OF MONTEBELLO**

By:______________________________

Name
President

Date:______________________

By:______________________________

Andrew G. Pasmant
Acting City Manager

Date:______________________

Approved as to form:

____
Arnold Alvarez-Glasman
City Attorney

ATTESTED:
____

DATE__________________________

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Bob Franco, Human Resources Manager

SUBJECT: Professional Services Agreement for Labor Consultant and corresponding Budget Appropriation Resolution

DATE: August 8, 2018

RECOMMENDATION

That the City Council approve a Professional Services Agreement for Labor Consultant with Chris Birch and a budget appropriation for estimated costs related to retaining a labor consultant to assist City Staff.

BACKGROUND

Being consistent with City Council's direction, the Acting City Manager is seeking City Council approval in retaining a labor consultant through the execution of a professional services agreement. City resolution 17-40 limits the Acting City Manager's signing authority to agreements amounting to twenty-thousand ($20,000). Because this Agreement exceeds the Acting City Manager's signing authority, the Acting City Manager is requesting the City Council's approval to appropriate an amount for this agreement not to exceed fifty-thousand dollars ($50,000).

ANALYSIS

The City is seeking to contract with this labor consultant, Chris Birch, a Labor Consultant, to provide assistance to the Acting City Manager and the Human Resources Department in labor negotiations support and advice during current and pending labor negotiations with each of the City bargaining units and other services as may be requested. The cost is being allocated between the General Fund at 75%, in the amount of $37,500 and the Transit Fund at 25%, in the amount of $12,500.

The approved budget for FY 2018/19 includes the funding for the frozen position of a Director of Human Resources. Part of the budgeted salary used for this position is being requested to be transferred to outside contracts to cover the costs of a labor consultant for labor negotiations with each of the City's bargaining units. The Transit portion is being requested from the Transit reserves. A budget appropriation is needed in order to fund these services for during period for FY 2018/19.

FISCAL IMPACTS

The temporary costs of the Labor Consultant will be allocated between the General Fund (75%) and Transit Fund (25%). A budget appropriation is needed in order to fund this service up to $50,000 within FY 2018/19. The approved budget for FY 2018/19 includes the frozen position of a Director of Human Resources. Therefore, no general fund reserves will be requested to cover the cost. The Transit portion will be transferred from Transit reserves.

SUMMARY

The City Council will consider approval of a Professional Services Agreement with Chris Birch for Labor Consultant Services and a budget appropriation for expenses related to the temporary staffing needs of the City which includes retaining a labor consultant to assist City Staff.

ATTACHMENTS

Budget Appropriation Resolution
Professional Services Agreement – Chris Birch

RESOLUTION NO. ________

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE APPROPRIATION OF FUNDS FOR EXPENSES RELATED TO THE TEMPORARY LABOR CONSULTING NEEDS OF THE CITY

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

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

FROM		TO	
Account Number	Amount	Account Number	Amount
100-25-250-5000.10	$37,500	100-25-250-6040.10	$37,500
(Regular Salaries)		(Outside Contracts Expense)	
600-2900	$12,500	600-90-900-6040.10	$12,500
(Transit Fund Reserve)		(Outside Contracts Expense)	

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

ADOPTED AND APPROVED this 8th day of August, 2018.

____
Vanessa Delgado, Mayor

ATTEST:

____
Irma Barajas
City Clerk

APPROVED AS TO FORM:

____
Arnold M Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO.

BY AND BETWEEN

CITY OF MONTEBELLO

AND

CHRIS BIRCH

THIS AGREEMENT ("Agreement") is made and entered into on August 9, 2018, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and CHRIS BIRCH (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to assist the CITY in providing professional human resources and labor relations services as an independent contractor under the terms set forth in the attached Exhibit "A";

WHEREAS, the CONSULTANT represents that he/she is in the business of providing professional human resources and labor relations consulting services as a business;

WHEREAS, he/she is fully qualified to perform such professional services by virtue of his/her experience, training, education and expertise in the area of human resources and labor relations; and

WHEREAS, the CONSULTANT further represents that he/she is willing to use said experience, training, education and expertise to exercise independent judgment as to the manner in which such professional services should be delivered, and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall be compensated for performance of the

Professional Services as set forth in the Schedule of Compensation, as such as set forth fully in **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall be for a term not to exceed (1) one year commencing on August 9, 2018 (the "Commencement Date") and shall terminate effective August 8, 2019 or terminated at an earlier date, without any additional notice or action by either Party; provided, however, that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

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

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

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

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

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

SECTION 4. <u>WORK PRODUCT.</u>

A. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONSULTANT may take and retain copies of such written products as desired.

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

SECTION 5. <u>EXTRA SERVICES.</u>

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the Acting CITY Manager or his/her designee.

SECTION 6. <u>CITY SUPERVISION.</u>

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

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. Violations by CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactorily 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 thirty (30) business days' written notice to CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that CONSULTANT provides the CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

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

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

SECTION 10. <u>INDEPENDENT CONTRACTOR.</u>

A. The CONSULTANT 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 CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY, CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 11. <u>PERS ELIGIBILITY INDEMNITY.</u>

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

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

SECTION 12. <u>LEGAL RESPONSIBILITIES.</u>

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

SECTION 13. <u>INDEMNIFICATION.</u>

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

SECTION 14. <u>INSURANCE COVERAGE.</u>

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

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

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

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

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

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

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

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

CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two 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. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. 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.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 21. <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:

CITY: CITY of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640
Attention: Acting City Manager

CONSULTANT: Chris Birch
24881 Del Monte Street
Laguna Hills, CA 92653

SECTION 22. <u>NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.</u>

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

SECTION 23. <u>CONFLICT OF INTEREST.</u>

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

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. <u>ENTIRE AGREEMENT.</u>

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

CITY OF MONTEBELLO	**CONSULTANT**
____________________	____________________
Andrew Pasmant Acting City Manager	Chris Birch CONSULTANT

Dated: _____________	Dated: _____________
ATTEST:	APPROVED AS TO FORM:
________________________	________________________
Irma Barajas City Clerk	Arnold M Alvarez-Glasman City Attorney

EXHIBIT "A"
SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE

1. Scope of Services

A. CONSULTANT agrees to advise the Acting City Manager or his/her designee on Human Resources and Labor Relations matters, including but not limited to employment, promotion, demotion, transfers, recruitment and recruitment advertising; layoff or termination, rates of pay and other forms of compensation; and selection for training, including apprenticeship.

B. CONSULTANT will assist the Acting City Manager or his/her designee in the recruitment and selection for the vacant position of Director of Human Resources.

C. CONSULTANT will audit the processes and procedures of the Human Resources Office, conduct research, and recommend to the Acting City Manager or his/her designee improvements to current procedures. CONSULTANT will revise and update Human Resources Office policies and procedures subject to the approval of the Acting City Manager.

D. CONSULTANT agrees to assist with labor negotiations.

E. CONSULTANT will assist the CITY's Designated Human Resources Officer as directed by the Acting City Manager or his/her designee, conduct research, and make recommendations upon request.

F. CONSULTANT agrees to attend meetings, including but not limited to City Council meetings, Special meetings of the City Council, staff meetings, including Closed Session meetings with the City Council as directed by the Acting City Manager.

G. CONSULTANT will provide written reports and recommendations at meetings upon request.

H. CONSULTANT may provide services offsite, via email and/or telephone, at the CONSULTANT's discretion.

2. Time of Performance

~~A.~~ CONSULTANT shall not provide services in excess of twenty (20) hours per week, without advance written approval by the Acting City Manager. It is the responsibility of the CONSULTANT to inform the Acting City Manager of the number of weekly service hours provided by the CONSULTANT to the City or his/her designee. CONSULTANT understands that certain deliverables, including but not limited to, Staff Reports and City Council Meetings have specific deadlines and/or appointed times to which CONSULTANT must adhere in rendering services as an independent contractor

3. Compensation

CITY agrees to compensate CONSULTANT for services provided under this Agreement at a rate of one hundred thirty dollars ($130.00) per hour. There is no guaranteed minimum amount payable to the CONSULTANT under this Agreement, and the maximum total of all payments made shall not exceed fifty thousand dollars ($50,000).

A. CONSULTANT acknowledges that it is the intent of the Parties to maintain an independent contractor relationship irrespective of the hourly payment terms provided herein. The CONSULTANT agrees that due to the compensation practices of the CITY, that the CONSULTANT will receive his/her compensation more efficiently if compensated on a per hour rather than per project basis, CONSULTANT agrees that this compensation element is for his/her convenience and it in no way alters the independent contractor relationship between the Parties.

B. CONSULTANT shall be covered by the CITY's professional services insurance pursuant to the CITY's umbrella insurance policy during the term of this Agreement. CONSULTANT accepts and agrees that this coverage does not alter the nature of the independent contractor relationship between the Parties.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant. Acting City Manager

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

SUBJECT: A Request to Accept as Complete – Ellingbrook Drive Street Improvement Project (Firvale Avenue to Easterly end Cul-de-Sac) RFF # 18-15, CP 862, FY 2017/2018

DATE: August 8, 2018

RECOMMENDATION

That the City Council accept the Ellingbrook Drive Street Improvement Project (Firvale Avenue to Easterly end Cul-de-Sac) RFF # 18-15, CP 862, FY 2017/2018, as complete and authorize the City Clerk to process the Notice of Completion.

BACKGROUND

As part of FY 2017-2018 Capital Improvement Budget, $309,831.00 of Measure R Funds was allocated for street improvements (including engineering, inspection, and construction services) on Ellingbrook Avenue from Firvale Avenue to Easterly end Cul-de-Sac.

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

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is complete, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as complete and authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment is released to the contractor thirty-five (35) days after recordation of the Notice of Completion.

ANALYSIS

The Contractor completed construction of this project on June 20, 2018. The City Engineer has reviewed the daily inspection reports and determined that the project has been satisfactorily completed in accordance with the project plans and the specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The Project costs are summarized as follows:

$	18,141.00	Design Phase (Plans, Specifications, & Estimate)
$	6,479.00	Project Management
$	5,000.00	Geotechnical Investigation
$	15,549.00	Construction Management & Inspection
$	5,500.00	Topographical Survey
$	219,258.85	Construction Contract Cost
$	**269,927.85**	**Total**

FISCAL IMPACT

This project is funded with Measure "R" funds. The project final cost was $269,927.85, which is approximately 13% lower than the project allocation of $309,831.00 and a project savings of $39,903.15. There is no impact on the General Fund.

SUMMARY

The City Council will consider acceptance of the Ellingbrook Avenue Street Improvement Project, CP 862, Bid No. 18-15, Fiscal Year 2017/18,as complete and authorize the City Clerk to process the Notice of Completion.

ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

   (if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

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

   NAMES ADDRESSES
7. A work of improvement on the property hereinafter described was completed on June 20, 2018. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters curb ramps, cold milling of existing A.C. pavement and overlaying A.C., root pruning of trees, traffic striping, and pavement markings.
8. The name of the contractor, if any, for such work of improvement was Sequel Contractors, Inc.

   February 28, 2018

   (If no contractor for work of improvement as a whole, insert "None") (Date of Contract)
9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Maple Avenue Street Improvements Project, from Washington Boulevard to Mines Avenue, CP 853, Bid # 17-26, FY 2016-2017

Samuel T Kouri, City Engineer, City of Montebello

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

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on________________ , 2017 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Lillian Guzman, Deputy City Clerk

SUBJECT: Cancellation of August 22, 2018 City Council Meeting

DATE: August 8, 2018

RECOMMENDATION

It is recommended that the City Council: Cancel the regularly scheduled City Council meeting of August 22, 2018.

BACKGROUND

The second meeting in August is scheduled for August 22, 2018. The City Council has from time to time cancelled City Council meetings to allow for vacation schedules of staff and City Council.

FISCAL IMPACT

None.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: August 8, 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. J. Garcia v. City of Montebello

   Claimant was crossing an intersection when claimant was struck by a vehicle. There are no signal traffic or stop signs at this location. Claimant received a fractured left foot. Claimant's attorney submitted claim alleging Dangerous Condition of intersection due to lack of traffic controls at this location.

   Amount claimed: $25,000.00

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand Nos. 1451, consisting of five pages, and including

Warrant No. 579193 through 579392;

Warrant No. 1401 through 1402

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 8th DAY OF AUGUST, 2018.

____

VANESSA DELGADO, Mayor

ATTEST:

____

IRMA BARAJAS, City Clerk

ITEM# 28

City of Montebello

CITY OF MONTEBELLO

Payment Register

REGISTER OF DEMANDS NO. 1451

From Payment Date: 7/23/2018 - To Payment Date: 8/2/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
Check			
579193	07/23/2018	ACEVEZ, ANTHONY	$40.00
579194	07/23/2018	ANCHONDO, ARTHUR, P	$40.00
579195	07/23/2018	ANDRADE, ANDREA	$40.00
579196	07/23/2018	ANDRADE, ERIKA L	$40.00
579197	07/23/2018	ANTUNEZ, DANIEL	$120.00
579198	07/23/2018	APARICIO, RICHARD	$40.00
579199	07/23/2018	AT&T	$373.17
579200	07/23/2018	AT&T	$1,571.98
579201	07/23/2018	BERITICH, ANDREW	$40.00
579202	07/23/2018	CALIFORNIA WATER SERVICE COMPANY	$241.11
579203	07/23/2018	CASTILLO, JACOB	$40.00
579204	07/23/2018	CASTRO, LAURA	$40.00
579205	07/23/2018	DE LA TORRE, RAPHAEL	$40.00
579206	07/23/2018	GUZMAN, ANDREW	$40.00
579207	07/23/2018	HERNANDEZ, JUAN, M	$40.00
579208	07/23/2018	HERNANDEZ, NADINE	$40.00
579209	07/23/2018	HUERTA, MONICA	$40.00
579210	07/23/2018	JAIMEZ, CRYSTAL	$40.00
579211	07/23/2018	LOPEZ, MICHAEL	$40.00
579212	07/23/2018	MARIA, LUZ	$40.00
579213	07/23/2018	NEW FLYER PARTS	$63.55
579214	07/23/2018	PADILLA, BRIANNON	$40.00
579215	07/23/2018	PANOSIAN, JO ANN	$40.00
579216	07/23/2018	PEREZ, WENDY	$40.00
579217	07/23/2018	PERMIT RUNNER	$364.00
579218	07/23/2018	PHAM, ELVA	$40.00
579219	07/23/2018	PORTILLO, ROBERT	$40.00
579220	07/23/2018	RABELERO, JESUS	$40.00
579221	07/23/2018	ROBLES, ESTHER	$40.00
579222	07/23/2018	SAUCEDO, NICOLE I	$40.00
579223	07/23/2018	SAVEDRA, MICHAEL	$40.00
579224	07/23/2018	SOLANO, MARTIN	$40.00
579225	07/23/2018	SOSNOWSKI, DAVID	$40.00
579226	07/23/2018	SOUTHERN CALIFORNIA EDISON	$8,040.82
579227	07/23/2018	TORRES, JANELLE	$40.00
579228	07/23/2018	VALENZUELA, MATTHEW , A	$40.00
579229	07/23/2018	VARGAS, CLAUDIA S	$40.00
579230	07/23/2018	VARGAS, DELFINA	$40.00
579231	07/23/2018	VASQUEZ, MARIA TERESA	$80.00
579232	07/23/2018	VEGA, MATTHEW	$40.00
579233	07/23/2018	ZARAGOZA, DELFINO RANGEL	$40.00
579234	07/23/2018	ZARAGOZA, STEVE	$40.00

City of Montebello

Payment Register

From Payment Date: 7/23/2018 - To Payment Date: 8/2/2018

Number	Date	Payee Name	Transaction Amount
579235	07/23/2018	BUSWEST, LLC	$20,906.90
579236	07/23/2018	AT&T	$1,006.84
579237	07/23/2018	AT&T	$1,514.42
579238	07/23/2018	CHARTER COMMUNCIATIONS	$281.37
579239	07/23/2018	CHARTER COMMUNCIATIONS	$7.43
579240	07/23/2018	HADJINIAN, JACK H	$20.86
579241	07/23/2018	INTERSTATE BATTERY SYSTEMS	$764.66
579242	07/23/2018	LAW OFFICES OF JONES & MAYER	$1,388.78
579243	07/23/2018	PHILLIPS 66-CONOCO-76	$2,243.71
579244	07/23/2018	R & R PRODUCTS, INC.	$2,270.83
579245	07/23/2018	S.Q. SERVICE	$134.59
579246	07/23/2018	SOUTHERN CALIFORNIA GAS CO.	$3,872.76
579247	07/23/2018	SUN BADGE COMPANY	$76.70
579248	07/23/2018	VERIZON WIRELESS	$2,112.48
579249	07/24/2018	APPLE ONE EMPLOYMENT SERVICES	$2,334.60
579250	07/24/2018	AQUA-FLO SUPPLY	$1,084.36
579251	07/24/2018	MONTEBELLO TIRE PROS	$13,538.56
579252	07/24/2018	MONTEBELLO-COMMERCE YMCA	$12,305.00
579253	07/24/2018	PICO RIVERA, CITY OF	$70.89
579254	07/24/2018	WATER REPLENISHMENT DISTRICT	$4,312.08
579255	07/25/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	$3,775.75
579256	07/25/2018	COMPLETE PAPERLESS SOLUTIONS	$4,668.00
579257	07/25/2018	FLAIR DATA SERVICES, INC.	$4,167.00
579258	07/25/2018	HOME DEPOT	$538.04
579259	07/25/2018	RICOH AMERICAS CORP.	$45.00
579260	07/26/2018	AT&T	$140.42
579261	07/26/2018	AT&T	$53.69
579262	07/26/2018	BIRCH COMMUNICATIONS	$947.03
579263	07/26/2018	BIRCH COMMUNICATIONS	$640.24
579264	07/26/2018	BIRCH COMMUNICATIONS	$640.24
579265	07/26/2018	BIRCH COMMUNICATIONS	$427.41
579266	07/26/2018	BIRCH COMMUNICATIONS	$640.24
579267	07/26/2018	CHARTER COMMUNCIATIONS	$69.95
579268	07/26/2018	CHARTER COMMUNCIATIONS	$285.59
579269	07/26/2018	MUNITEMPS	$8,760.00
579270	07/26/2018	SOUTHERN CALIFORNIA EDISON	$1,043.55
579271	07/26/2018	SOUTHERN CALIFORNIA GAS CO.	$2,579.62
579272	08/01/2018	ACC BUSINESS	$638.47
579273	08/01/2018	AFLAC	$8,961.84
579274	08/01/2018	AIRWAVE COMMUNICATIONS ENTERPRISES	$135.49
579275	08/01/2018	ALTEC CAPITAL SERVICES, LLC	$2,311.79
579276	08/01/2018	APPLE ONE EMPLOYMENT SERVICES	$1,589.04
579277	08/01/2018	ARTE PRINTING	$837.68
579278	08/01/2018	AT&T	$6,261.69

City of Montebello

Payment Register

From Payment Date: 7/23/2018 - To Payment Date: 8/2/2018

Number	Date	Payee Name	Transaction Amount
579279	08/01/2018	AT&T	$554.42
579280	08/01/2018	BRILEY, KEITH	$155.87
579281	08/01/2018	CALIFORNIA STATE BOARD EQUALIZATION	$14.76
579282	08/01/2018	CALIFORNIA WATER SERVICE COMPANY	$1,867.50
579283	08/01/2018	CHARTER COMMUNCIATIONS	$1,279.61
579284	08/01/2018	CHARTER COMMUNCIATIONS	$21.09
579285	08/01/2018	CHARTER COMMUNCIATIONS	$1,278.42
579286	08/01/2018	CIGNA BEHAVIORAL HEALTH	$843.28
579287	08/01/2018	CINTAS CORPORATION NO. 2	$720.82
579288	08/01/2018	CLEAN SWEEP SUPPLY CO. INC	$1,240.64
579289	08/01/2018	DELTA DENTAL OF CALIFORNIA	$46,181.40
579290	08/01/2018	ENTRUST RESOURCES	$3,365.00
579291*	08/01/2018	ESO SOLUTIONS, INC.	$2,160.00
579292	08/01/2018	LINCOLN TRAINING CENTER	$1,525.00
579293	08/01/2018	MONTEBELLO AUTOCRAFT	$2,446.12
579294	08/01/2018	MONTEBELLO CHAMBER OF COMMERCE	$3,000.00
579295	08/01/2018	PASMANT, ANDREW	$66.76
579296	08/01/2018	READY REFRESH BY NESTLE	$178.65
579297	08/01/2018	RICOH AMERICAS CORP.	$578.70
579298	08/01/2018	RICOH AMERICAS CORP.	$80.26
579299	08/01/2018	SAN GABRIEL VALLEY WATER CO.	$1,354.33
579300	08/01/2018	SAN GABRIEL VALLEY WATER CO.	$1,354.38
579301	08/01/2018	SOUTHERN CALIFORNIA EDISON	$33,808.73
579302	08/01/2018	SOUTHERN CALIFORNIA GAS CO.	$16,676.96
579303	08/01/2018	T-MOBILE USA, INC.	$2,287.11
579304	08/01/2018	TPX COMMUNICATIONS	$2,766.65
579305	08/01/2018	TYLER TECHNOLOGIES, INC.	$139,431.66
579306	08/01/2018	VISION SERVICE PLAN	$4,185.47
579307	08/01/2018	WHITEHEAD, WESLEY, A	$1,575.00
579308*	08/01/2018	WIRELESS TELEMATICS LLC.	$1,273.20
579309	08/01/2018	ADCO SERVICES, INC.	$330.00
579310	08/01/2018	ADLERHORST INTERNATIONAL, INC.	$669.38
579311	08/01/2018	ADORNO YOSS ALVARADO & SMITH	$1,610.35
579312	08/01/2018	ADVANCED APPLIED ENGINEERING, INC.	$44,556.00
579313	08/01/2018	ALL CITY MANAGEMENT SERVICES	$2,671.50
579314	08/01/2018	ASTRO PLUMBING SUPPLY CO.	$531.54
579315	08/01/2018	ATHENS SERVICES	$236,254.40
579316	08/01/2018	AUTOZONE	$108.39
579317	08/01/2018	AZTECA LANDSCAPE	$950.00
579318	08/01/2018	BEE EMERGENCY RESPONSE TEAM	$195.00
579319	08/01/2018	BEROKOFF ELECTRIC	$184.46
579320	08/01/2018	BEVERLY HOSPITAL	$1,630.14
579321	08/01/2018	CALIFORNIA DEPARTMENT OF JUSTICE	$871.00
579322	08/01/2018	CAMACHO, TOM	$21,075.50

City of Montebello

Payment Register

From Payment Date: 7/23/2018 - To Payment Date: 8/2/2018

Number	Date	Payee Name	Transaction Amount
579323	08/01/2018	CASAS, MARIA E	$480.00
579324	08/01/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	$1,100.17
579325	08/01/2018	CERVANTES, AMY	$400.00
579326	08/01/2018	CLEAN SWEEP SUPPLY CO. INC	$144.87
579327	08/01/2018	COLLAZO, ADRIANA	$250.00
579328	08/01/2018	CORA CONSTRUCTORS INC.	$60,847.50
579329	08/01/2018	CUMMINS PACIFIC, LLC	$3,043.63
579330	08/01/2018	CURTIS, L.N. & SONS	$1,186.98
579331	08/01/2018	DEWEY PEST CONTROL	$1,275.00
579332	08/01/2018	DIAZ WINDOW CLEANING SERVICE	$340.00
579333	08/01/2018	EMERGENCY RESPONSE CRIME SCENE CLEANING	$1,300.00
579334	08/01/2018	EN POINTE TECHNOLOGIES	$5,828.06
579335	08/01/2018	FARBER, CYNTHIA	$250.00
579336*	08/01/2018	FIRE SPRINKLER INSTALLERS, INC.	$1,700.00
579337	08/01/2018	FLEET PRIDE, INC.	$356.53
579338	08/01/2018	GOMEZ, DAISY	$1,350.00
579339	08/01/2018	HASA , INC.	$3,818.40
579340	08/01/2018	HDL SOFTWARE, LLC	$10,681.94
579341	08/01/2018	IRON MOUNTAIN INC.	$368.68
579342	08/01/2018	JWA URBAN CONSULTANTS, INC.	$942.50
579343	08/01/2018	KEYSTONE UNIFORMS	$111.00
579344	08/01/2018	LIEBERT CASSIDY WHITMORE	$2,663.00
579345	08/01/2018	LINEAR SYSTEMS INC.	$5,500.00
579346	08/01/2018	LITTLEJOHN - REULAND CORPORATION	$1,834.70
579347	08/01/2018	LM SYSTEMS	$1,200.00
579348	08/01/2018	LOS ANGELES COUNTY AUDITOR CONTROLLER	$30.00
579349	08/01/2018	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	$244.24
579350	08/01/2018	M'S FLOWERS	$124.46
579351	08/01/2018	MARTINEZ, ILENE	$40.00
579352	08/01/2018	MCA CONSULTANTS	$17,860.50
579353	08/01/2018	MICROMED DIAMOND SEAL SYSTEMS LLC.	$1,817.03
579354	08/01/2018	MR. ROOTER PLUMBING	$1,231.11
579355*	08/01/2018	MUNICIPAL EMERGENCY SERVICES, INC.	$15,000.00
579356	08/01/2018	MYVAR, LLC	$796,070.00
579357	08/01/2018	NATIONAL CONSTRUCTION RENTALS	$702.80
579358	08/01/2018	NATIONWIDE ENVIRONMENTAL SERVICES	$59,872.47
579359	08/01/2018	NEW FLYER PARTS	$1,356.51
579360	08/01/2018	NUNEZ, MANUEL	$567.00
579361	08/01/2018	OFFICE DEPOT	$543.47
579362	08/01/2018	ORMONDE, TYSON	$200.00
579363	08/01/2018	PC INDUSTRIAL PRODUCTS LLC	$362.08
579364	08/01/2018	PCMG, INC. DBA PCM GOV, INC.	$2,665.24
579365	08/01/2018	PELLERIN, BRENDA	$75.00
579366	08/01/2018	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	$400.00

City of Montebello

Payment Register

From Payment Date: 7/23/2018 - To Payment Date: 8/2/2018

Number	Date	Payee Name	Transaction Amount
579367	08/01/2018	RAMOS, ROSA	$1,000.00
579368	08/01/2018	RELIANT URGENT CARE	$695.00
579369	08/01/2018	RENTERIA, JOAQUIN B.	$168.00
579370	08/01/2018	RIO HONDO COMMUNITY COLLEGE	$18.40
579371	08/01/2018	S & A ENGINE, INC.	$580.44
579372	08/01/2018	SALDANA LANDSCAPE INC.	$3,585.35
579373	08/01/2018	SEA-CLEAR POOLS	$1,009.35
579374	08/01/2018	SECURITY DESIGN SYSTEMS	$40.00
579375	08/01/2018	SEQUEL CONTRACTORS. INC.	$217,982.91
579376	08/01/2018	SHI INTERNATIONAL CORP.	$1,287.45
579377	08/01/2018	SHRED-IT USA LLC.	$120.05
579378	08/01/2018	SOUTHLAND ALARM SYSTEMS	$1,611.00
579379	08/01/2018	TEAM ONE REPAIR, INC.	$821.26
579380	08/01/2018	THE BUS	$975.00
579381	08/01/2018	THOMSON REUTERS - WEST	$308.52
579382	08/01/2018	THYSSEN KRUPP ELEVATOR CORP	$6,753.68
579383	08/01/2018	TOPETE, ANGELICA	$50.00
579384	08/01/2018	TORRES, MIGUEL	$1,400.00
579385	08/01/2018	TUNNELWORKS SERVICES INC.	$4,592.10
579386	08/01/2018	UNIQUE GENERAL SERVICES	$8,770.00
579387	08/01/2018	VASQUEZ & COMPANY LLP	$7,500.00
579388	08/01/2018	VORTEX INDUSTRIES	$498.00
579389	08/01/2018	WAYNE ELECTRIC COMPANY	$948.82
579390	08/01/2018	WECK LABORATORIES, INC.	$1,036.00
579391	08/01/2018	WHITTIER FERTILIZER COMPANY	$573.30
579392	08/01/2018	WINZER CORPORATION	$435.81
Type Check Totals:			$1,985,424.98
4331 - General Account Totals			
6093 - Successor Agency			
Check			
1401	08/01/2018	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING	$2,230.00
1402	08/01/2018	SCS FIELD SERVICES	$2,050.00
Type Check Totals:			$4,280.00
6093 - Successor Agency Totals			

*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.

CHECK REGISTER DETAIL SUMMARY

4331 - General Account

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
579193	07/23/2018	$40.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ
579194	07/23/2018	$40.00	CARPOOL INCENTIVE	567	ARTHUR P ANCHONDO
579195	07/23/2018	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
579196	07/23/2018	$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
579197	07/23/2018	$120.00	CARPOOL INCENTIVE	2139	DANIEL ANTUNEZ
579198	07/23/2018	$40.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
579199	07/23/2018	$373.17	UTILITY SERVICES	39550	AT&T
579200	07/23/2018	$1,571.98	UTILITY SERVICES	39550	AT&T
579201	07/23/2018	$40.00	CARPOOL INCENTIVE	60290	ANDREW BERITICH
579202	07/23/2018	$241.11	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579203	07/23/2018	$40.00	CARPOOL INCENTIVE	3780	JACOB CASTILLO
579204	07/23/2018	$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
579205	07/23/2018	$40.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
579206	07/23/2018	$40.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
579207	07/23/2018	$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
579208	07/23/2018	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
579209	07/23/2018	$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
579210	07/23/2018	$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
579211	07/23/2018	$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
579212	07/23/2018	$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
579213	07/23/2018	$63.55	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
579214	07/23/2018	$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
579215	07/23/2018	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
579216	07/23/2018	$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
579217	07/23/2018	$364.00	REFUND	2136	PERMIT RUNNER
579218	07/23/2018	$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM

579219	07/23/2018	$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
579220	07/23/2018	$40.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
579221	07/23/2018	$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
579222	07/23/2018	$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
579223	07/23/2018	$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
579224	07/23/2018	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
579225	07/23/2018	$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
579226	07/23/2018	$8,040.82	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579227	07/23/2018	$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
579228	07/23/2018	$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
579229	07/23/2018	$40.00	CARPOOL INCENTIVE	52570	CLAUDIA S. VARGAS
579230	07/23/2018	$40.00	CARPOOL INCENTIVE	62650	DELFINA VARGAS
579231	07/23/2018	$80.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
579232	07/23/2018	$40.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
579233	07/23/2018	$40.00	CARPOOL INCENTIVE	75930	DELFINO RANGEL ZARAGOZA
579234	07/23/2018	$40.00	CARPOOL INCENTIVE	351	STEVE ZARAGOZA
579235	07/23/2018	$20,906.90	VEHICLE MAINTENANCE/EXPENSES	968	BUSWEST, LLC
579236	07/23/2018	$1,006.84	UTILITY SERVICES	39550	AT&T
579237	07/23/2018	$1,514.42	UTILITY SERVICES	39550	AT&T
579238	07/23/2018	$281.37	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579239	07/23/2018	$7.43	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579240	07/23/2018	$20.86	TRAVEL & MEETINGS	29610	JACK H. HADJINIAN
579241	07/23/2018	$764.66	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT. INC.
579242	07/23/2018	$1,388.78	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
579243	07/23/2018	$2,243.71	FUEL	19700	SYNCHRONY BANK/PHILLIPS-CONOCO-76
579244	07/23/2018	$2,270.83	VEHICLE MAINTENANCE/EXPENSES	45960	R & R PRODUCTS, INC.
579245	07/23/2018	$134.59	CONTRACT SERVICES	24250	YAMIL J. SLIM/S.Q. SERVICE
579246	07/23/2018	$3,872.76	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
579247	07/23/2018	$76.70	SUPPLIES	14350	SUN BADGE COMPANY
579248	07/23/2018	$2,112.48	UTILITY SERVICES	23610	VERIZON WIRELESS
579249	07/24/2018	$2,334.60	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES

579250	07/24/2018	$1,084.36	SUPPLIES	1830	AQUA-FLO SUPPLY
579251	07/24/2018	$13,538.56	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
579252	07/24/2018	$12,305.00	CONTRACT SERVICES	97	YOUNG MENS CHRISTIAN ASSOC. OF LOS ANGELES
579253	07/24/2018	$70.89	UTILITY SERVICES	36610	CITY OF PICO RIVERA
579254	07/24/2018	$4,312.08	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
579255	07/25/2018	$3,775.75	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
579256	07/25/2018	$4,668.00	CONTRACT SERVICES	56540	STEVE HINES NO. 1,LLC/COMPLETE PAPERLESS SOLUTIONS
579257	07/25/2018	$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
579258	07/25/2018	$538.04	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
579259	07/25/2018	$45.00	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579260	07/26/2018	$140.42	UTILITY SERVICES	39550	AT&T
579261	07/26/2018	$53.69	UTILITY SERVICES	39550	AT&T
579262	07/26/2018	$947.03	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579263	07/26/2018	$640.24	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579264	07/26/2018	$640.24	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579265	07/26/2018	$427.41	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579266	07/26/2018	$640.24	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579267	07/26/2018	$69.95	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579268	07/26/2018	$285.59	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579269	07/26/2018	$8,760.00	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
579270	07/26/2018	$1,043.55	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579271	07/26/2018	$2,579.62	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
579272	08/01/2018	$638.47	UTILITY SERVICES	1732	AT&T CORP.
579273	08/01/2018	$8,961.84	INSURANCE	55860	AFLAC
579274	08/01/2018	$135.49	VEHICLE MAINTENANCE/EXPENSES	46090	AIRWAVE COMMUNICATIONS ENTERPRISES
579275	08/01/2018	$2,311.79	LEASE PAYMENT	47	ALTEC CAPITAL SERVICES
579276	08/01/2018	$1,589.04	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579277	08/01/2018	$837.68	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
579278	08/01/2018	$6,261.69	UTILITY SERVICES	39550	AT&T
579279	08/01/2018	$554.42	UTILITY SERVICES	38380	AT&T
579280	08/01/2018	$155.87	TRAINING	1691	KEITH BRILEY
579281	08/01/2018	$14.76	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION

579282	08/01/2018	$1,867.50	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579283	08/01/2018	$1,279.61	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579284	08/01/2018	$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579285	08/01/2018	$1,278.42	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579286	08/01/2018	$843.28	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
579287	08/01/2018	$720.82	SUPPLIES	1294	CINTAS CORPORATION NO. 2
579288	08/01/2018	$1,240.64	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
579289	08/01/2018	$46,181.40	FRINGE BENEFITS	4110	DELTA DENTAL OF CALIFORNIA
579290	08/01/2018	$3,365.00	MACHINERY & EQUIPMENTS	61460	ENTRUST RESOURCES
579291*	08/01/2018	$2,160.00	CONTRACT SERVICES	2101	ESO SOLUTIONS, INC.
579292	08/01/2018	$1,525.00	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
579293	08/01/2018	$2,446.12	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
579294	08/01/2018	$3,000.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
579295	08/01/2018	$66.76	TRAVEL & MEETINGS	1950	ANDREW PASMANT
579296	08/01/2018	$178.65	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
579297	08/01/2018	$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579298	08/01/2018	$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579299	08/01/2018	$1,354.33	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
579300	08/01/2018	$1,354.38	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
579301	08/01/2018	$33,808.73	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579302	08/01/2018	$16,676.96	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
579303	08/01/2018	$2,287.11	UTILITY SERVICES	526	T-MOBILE USA, INC.
579304	08/01/2018	$2,766.65	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
579305	08/01/2018	$139,431.66	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
579306	08/01/2018	$4,185.47	FRINGE BENEFITS	58990	VISION SERVICE PLAN
579307	08/01/2018	$1,575.00	CONTRACT SERVICES	1829	WESLEY A. WHITEHEAD
579308*	08/01/2018	$1,273.20	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC.
579309	08/01/2018	$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
579310	08/01/2018	$669.38	SUPPLIES	41790	ADLERHORST INTERNATIONAL, INC.
579311	08/01/2018	$1,610.35	CONTRACT SERVICES	17680	ALVARADOSMITH
579312	08/01/2018	$44,556.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.

579313	08/01/2018	$2,671.50	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
579314	08/01/2018	$531.54	CONTRACT SERVICES	31270	STARBOARD TACK SUPPLY INC.
579315	08/01/2018	$236,254.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
579316	08/01/2018	$108.39	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
579317	08/01/2018	$950.00	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
579318	08/01/2018	$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
579319	08/01/2018	$184.46	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
579320	08/01/2018	$1,630.14	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
579321	08/01/2018	$871.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
579322	08/01/2018	$21,075.50	CONTRACT SERVICES	52070	TOM CAMACHO
579323	08/01/2018	$480.00	CONTRACT SERVICES	40850	MARIA E. CASAS
579324	08/01/2018	$1,100.17	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
579325	08/01/2018	$400.00	CONTRACT SERVICES	1752	AMY CERVANTES
579326	08/01/2018	$144.87	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
579327	08/01/2018	$250.00	REFUND	2137	ADRIANA COLLAZO
579328	08/01/2018	$60,847.50	IMPROVEMENTS OTHER THAN BUILDING	2109	CORA CONSTRUCTORS INC.
579329	08/01/2018	$3,043.63	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
579330	08/01/2018	$1,186.98	MACHINERY & EQUIPMENTS	26080	L. N. CURTIS & SONS
579331	08/01/2018	$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
579332	08/01/2018	$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
579333	08/01/2018	$1,300.00	CONTRACT SERVICES	41130	MIHM INC.
579334	08/01/2018	$5,828.06	MACHINERY & EQUIPMENTS	37150	EN POINTE TECHNOLOGIES
579335	08/01/2018	$250.00	REFUND	2140	CYNTHIA FARBER
579336*	08/01/2018	$1,700.00	CONTRACT SERVICES	2124	FIRE SPRINKLERS, INC.
579337	08/01/2018	$356.53	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
579338	08/01/2018	$1,350.00	CONTRACT SERVICES	2145	DAISY GOMEZ
579339	08/01/2018	$3,818.40	SUPPLIES	2059	HASA, INC.
579340	08/01/2018	$10,681.94	CONTRACT SERVICES	9390	HDL SOFTWARE, LLC
579341	08/01/2018	$368.68	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
579342	08/01/2018	$942.50	CONTRACT SERVICES	71360	JWA URBAN CONSULTANTS, INC.
579343	08/01/2018	$111.00	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
579344	08/01/2018	$2,663.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE

579345	08/01/2018	$5,500.00	CONTRACT SERVICES	751	LINEAR SYSTEMS INC.
579346	08/01/2018	$1,834.70	VEHICLE MAINTENANCE/EXPENSES	1153	LITTLEJOHN - REULAND CORPORATION
579347	08/01/2018	$1,200.00	CONTRACT SERVICES	47110	LM SYSTEMS
579348	08/01/2018	$30.00	CONTRACT SERVICES	147	LOS ANGELES COUNTY AUDITOR CONTROLLER
579349	08/01/2018	$244.24	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
579350	08/01/2018	$124.46	SUPPLIES	12180	M'S FLOWERS
579351	08/01/2018	$40.00	CARPOOL INCENTIVE	1778	ILENE MARTINEZ
579352	08/01/2018	$17,860.50	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
579353	08/01/2018	$1,817.03	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC.
579354	08/01/2018	$1,231.11	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
579355*	08/01/2018	$15,000.00	SUPPLIES	450	MUNICIPAL EMERGENCY SERVICES, INC.
579356	08/01/2018	$796,070.00	CONTRACT SERVICES	1845	MYVAR, LLC
579357	08/01/2018	$702.80	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
579358	08/01/2018	$59,872.47	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579359	08/01/2018	$1,356.51	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
579360	08/01/2018	$567.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
579361	08/01/2018	$543.47	SUPPLIES	15620	OFFICE DEPOT
579362	08/01/2018	$200.00	CONTRACT SERVICES	2132	TYSON ORMONDE
579363	08/01/2018	$362.08	SUPPLIES	523	PC INDUSTRIAL PRODUCTS LLC
579364	08/01/2018	$2,665.24	SUPPLIES	538	PCMG, INC.
579365	08/01/2018	$75.00	CONTRACT SERVICES	2133	BRENDA PELLERIN
579366	08/01/2018	$400.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
579367	08/01/2018	$1,000.00	GENERAL GOVERNMENT	2143	ROSA RAMOS
579368	08/01/2018	$695.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
579369	08/01/2018	$168.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
579370	08/01/2018	$18.40	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
579371	08/01/2018	$580.44	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
579372	08/01/2018	$3,585.35	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
579373	08/01/2018	$1,009.35	SUPPLIES	19910	SEA-CLEAR POOLS
579374	08/01/2018	$40.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
579375	08/01/2018	$217,982.91	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.

579376	08/01/2018	$1,287.45	CONTRACT SERVICES	1937	SHI INTERNATIONAL CORP.
579377	08/01/2018	$120.05	CONTRACT SERVICES	36350	SHRED-IT USA
579378	08/01/2018	$1,611.00	CONTRACT SERVICES	8460	SOUTHLAND ALARM, INC.
579379	08/01/2018	$821.26	VEHICLE MAINTENANCE/EXPENSES	1900	TEAM ONE REPAIR, INC.
579380	08/01/2018	$975.00	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC.
579381	08/01/2018	$308.52	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
579382	08/01/2018	$6,753.68	CONTRACT SERVICES	46790	THYSSEN KRUPP ELEVATOR CORP
579383	08/01/2018	$50.00	RECREATION CLASSES	2141	ANGELICA TOPETE
579384	08/01/2018	$1,400.00	CONTRACT SERVICES	2131	MIGUEL TORRES
579385	08/01/2018	$4,592.10	CONTRACT SERVICES	1775	TUNNELWORKS SERVICES INC.
579386	08/01/2018	$8,770.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
579387	08/01/2018	$7,500.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
579388	08/01/2018	$498.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
579389	08/01/2018	$948.82	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
579390	08/01/2018	$1,036.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
579391	08/01/2018	$573.30	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
579392	08/01/2018	$435.81	SUPPLIES	67320	WINZER CORPORATION
	Total	**$1,985,424.98**			

6093 - Successor Agency

1401	08/01/2018	$2,230.00	CONTRACT SERVICES	848	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
1402	08/01/2018	$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
	Total	**$4,280.00**			

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