

MEETING AGENDA

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

WEDNESDAY, SEPTEMBER 12, 2018

5:00 P.M.

MONTEBELLO CITY COUNCIL

**JACK HADJINIAN
MAYOR PRO TEM**

**ART BARAJAS
COUNCILMEMBER**

**WILLIAM M. MOLINARI
COUNCILMEMBER**

**VIVIAN ROMERO
COUNCILMEMBER**

**CITY CLERK
IRMA BARAJAS**

**CITY TREASURER
ASHOD MOORADIAN**

CITY STAFF

**ACTING CITY MANAGER
Andrew G. Pasmant**

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

DEPARTMENT HEADS

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

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

OPENING CEREMONIES

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

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

¹ *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title III203+)*

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

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

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

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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. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code section 54957.9(d)(4)
Consideration of initiation of litigation – One Matter
6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: R. Rojas v. City of Montebello
7. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: C. Wells v. City of Montebello
8. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54945.9(d)(1)
Name of Case: Y. Alva v. City of Montebello
9. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: 501-525 Whittier Blvd. and 112, 114-116, 121, 124 and 132
South 6th St.
Agency negotiator: Andrew Pasmant
Negotiating Parties: Danny Ku
Under Negotiation: Terms of sale
10. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957(b)(1)
Title: Director of Finance, Human Resources Manager, Deputy City Clerk
11. **PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957(b)(1)

REGULAR SESSION

12. INVOCATION

13. PLEDGE OF ALLEGIANCE

- 14. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered.

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

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

16. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

17. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

- 18. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception Item Nos. 19, 20, 21, 22, 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

- 19. PUBLIC HEARING: AN ORDINANCE ADDING CHAPTER 17.77 – "PARKLAND DEDICATION/QUIMBY FEE REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT REQUIRING A TENTATIVE MAP OR PARCEL MAP" - TO THE MONTEBELLO MUNICIPAL CODE; RESOLUTION ESTABLISHING THE FEE AMOUNT.**

COMMENT: This item pertains to the City's adoption of an "in-lieu" development fee for parks and recreation purposes under the Quimby Act. The Quimby Act provides an alternative mechanism to the Mitigation Fee Act for cities to impose parks and recreation fees on certain residential subdivisions.

This item has been pending before the City Council for several months, having been on the agenda and noticed for a public hearing for April 11, April 25, and May 9, all of 2018. During these meetings, the City Council directed staff to survey neighboring cities to determine the average fee charged, as well as any mechanisms for "phasing in" the fee to immediate impacts to developers.

Staff has collected the requested information, and notice of this public hearing was provided as required by law.

No increase to the General Funds. However, the in Lieu Parkland Fee will generate funds from residential development over a certain size, which can only be used to purchase land to develop, expand or improve parks within the City. The funds generated will be collected and held in a separate account and is not permitted to be used for another City use.

The Development Impact Fee(s) Study will have some upfront cost that could be recovered should actual Development Impact Fee(s) be implemented.

RECOMMENDATION: Staff recommends that the City Council conduct a public hearing and: (1) approve first reading of the Ordinance establishing the mechanism by which to adopt an in-lieu parkland fee under the Quimby Act; (2) schedule second reading of the Ordinance for the next meeting of the City Council; and (3) adopt a Resolution establishing the fee amount. Additionally, staff recommends that the City Council authorize staff to conduct a comprehensive Development Impact Fee study relating to other fees.

20. PUBLIC HEARING: ORDINANCE TO PROHIBIT FEEDING OF WILD FOWL, PIGEONS, DUCKS, SQUIRRELS OR ANY OTHER ANIMAL NOT LICENSED, INCLUDING STRAY CATS AND DOGS

COMMENT: It is recommended that the City Council conduct a public hearing and upon conclusion adopt an Ordinance regarding the prohibition of feeding of wild fowl, pigeons, ducks, squirrels or any other animal not licensed, including stray cats and dogs. The Ordinance is proposed as a tool to be used after given warnings are not effective and when requests for compliance have been unsuccessful.

There is no fiscal impact with this proposal.

RECOMMENDATION: Conduct a public hearing and upon conclusion adopt an Ordinance regarding the prohibition of feeding of wild fowl, pigeons, ducks, squirrels or any other animal not licensed, including stray cats and dogs.

NEW BUSINESS

21. CONSIDERATION OF FILLING VACANT COUNCILMEMBER POSITION

COMMENT: The City Council will consider filling the vacant Councilmember position by appointment or by calling a special election.

There is no fiscal impact associated with making an appointment to fill the Councilmember position. Based on the special election the City held in November 2017, it is estimated that holding a special election to fill the vacancy would cost approximately \$150,000.

RECOMMENDATION: That the City Council either: (1) appoint an individual to serve in the vacant Councilmember position; or (2) direct staff to prepare the necessary documents and resolutions ordering a special election to fill the vacancy. In addition, that the City Council discuss the reorganization of City Council and discuss the vacant organizational appointments.

CONSENT MATTERS

22. OPERATIONAL ANALYSIS OF THE MONTEBELLO GOLF COURSE

COMMENT: The City Council will consider receiving and filing the recommendations developed by Pro Forma Advisors, LLC to enhance the financial performance of the Montebello Golf Course, consider establishing a CIP Fund, consider appropriating funds for the consultation services provided, and consider adopting a resolution to increase fees.

The first goal is to increase play at Montebello Golf Course by implementing fee increases, and establishing an online presence. This could produce approximately \$380,000 annually. The

second goal is to reduce expenses. The most beneficial expense solution would be to evaluate the golf course maintenance structure. This could save the City approximately \$300,000 per year in costs. The following table summarizes the financial impacts:

Montebello Golf Course Financial Projections (\$000)

	Current MGC 2017-18	Stabilized New Revenue with City Maintenance	Stabilized New Revenue with Contract Maintenance
Total Revenue	\$1,477	\$1,922	\$1,922
Total Expense	\$2,952	\$2,714	\$2,274
Net Income/(Loss)	(\$1,475)	(\$792)	(\$352)

Currently bond payments are included in total expenses. Once the bond issue is paid off in 2025, the golf course will see additional savings of \$349,000 per year.

RECOMMENDATION: It is recommended that the City Council: (1) receive and file the report developed by Pro Forma Advisors, LLC to enhance the financial performance of the Montebello Golf Course; (2) establish a Capital Improvement Program Fund and; (3) appropriate funds for the consultation services provided.

23. FIRST AMENDMENT TO SERVICES AGREEMENT (AGREEMENT NO. 3302) WITH YORK SERVICES GROUP, INC., FOR THIRD PARTY ADMINISTRATOR (TPA) FOR THE CITY'S GENERAL LIABILITY CLAIMS ADMINISTRATION

COMMENT: The City Council will consider approving a First Amendment to the Services Agreement with York Services Group, Inc., for general liability claims administration.

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

RECOMMENDATION: That the City Council approve a First Amendment to the Services Agreement (Agreement No. 3302) with York Services Group, Inc., for General Liability Claims Administration; and authorize the Acting City Manager to execute the First Amendment on behalf of the City.

24. A REQUEST FOR THE CITY COUNCIL TO ADOPT A RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. R81 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00383S (STATE FUNDING PROJECTS) RE: ATPSB-5247(026) FOR MONTEBELLO BOULEVARD.

COMMENT: The City Council will consider adopting the Resolution approving the Program Supplemental Agreement No. R81 to Administering Agency-State Agreement for State Funding Project No. ATPSB-5247(026) and will consider authorizing the Acting City Manager or his designee to execute the Agreement on behalf of the City.

Approval of the Agreement will have no impact on the General Fund, as the City Council approved the project's local match of \$1,568,000 as part of the FY 2017/18 and 2018/19 Capital Improvement Program Budgets.

RECOMMENDATION: It is recommended that the City Council adopt a Resolution approving Program Supplement Agreement No. R81 to Administering Agency-State Master Agreement for No. 00383S for ATPSB-5247(026) for Montebello Boulevard ("Agreement") and authorize the Acting City Manager or his designee to execute the Agreement on behalf of the City.

25. A REQUEST FOR THE CITY COUNCIL TO ADOPT A RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. R18 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00383S (STATE FUNDING PROJECTS) FOR SSARPL-5247(027)

COMMENT: The City Council will consider adopting the Resolution approving the Program Supplemental Agreement No. R18 to Administering Agency-State Master Agreement No. 00383S (State Funding Projects) for SSARPL-5247(027) and authorizing the Acting City Manager, or his designee, to execute the Agreement on behalf of the City.

Approval of the Agreement will have no impact on the General Fund, as the City Council approved the project local match of \$25,000.00 from Measure M on May 9, 2018.

RECOMMENDATION: It is recommended that the City Council adopt a Resolution approving Program Supplement Agreement No. R18 to Administering Agency-State Master Agreement No. 00383S for SSARPL-5247(027) for State funded projects at various locations in the City ("Agreement") and authorize the Acting City Manager, or his designee, to execute the Agreement on behalf of the City.

26. APPROVAL OF AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES GATEWAY REGION INTEGRATED WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) FOR COST SHARING FOR THE MONITORING COSTS PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS (TMDL)

COMMENT: The City Council will consider approving the Agreement between the City of Montebello and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Loads (TMDL) and authorize the Acting City Manager to execute the Agreement on behalf of the City.

Under the proposed agreement, Montebello's annual share is \$828.33 for maintenance and operations costs over the next five years and a 3.00% administrative fee starting on FY 2019/20. Sufficient funds exist in the Public Works Department Maintenance and Operation Budget to cover the monitoring cost and administrative fee.

RECOMMENDATION: It is recommended that the City Council approve an agreement between the City of Montebello and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for Cost Sharing for the Monitoring Costs Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Loads (TMDL) ("Agreement") and authorize the Acting City Manager to execute the Agreement on behalf of the City.

27. ANNUAL SOFTWARE MAINTENANCE RENEWAL AGREEMENT FOR GOVCLARITY

COMMENT: The City Council will consider approving a software maintenance agreement with Digital Map Products, Inc. in the amount of \$33,500.00, as reviewed and approved by the City Attorney, to continue using GovClarity, which is a data and mapping software used by the Public Works and Planning & Community Development Departments and authorize the Acting City Manager to execute the agreement on behalf of the City.

For FY 2018/19, the licensing, maintenance and support cost is \$33,500, which is the same cost as FY 2017/18. No CPI adjustment is requested.

The cost to renew the proposed agreement with Digital Map Products, Inc. will be charged to the following departments, based on usage, as follows:

• Planning & Community Development	\$28,475.00
• Public Works Department.....	\$ 5,025.00
Total.....	\$33,500.00

Funding for the renewal of the agreement has been budgeted in the respective department FY 2018/19 M&O Budgets.

RECOMMENDATION: That the City Council approve a software maintenance agreement with Digital Map Products, Inc., as reviewed and approved by the City Attorney, for ongoing maintenance and support of the City's data and mapping software system; and authorize the Acting City Manager to execute the agreement on behalf of the City.

28. APPROVAL OF AGREEMENTS WITH THE CITY OF WHITTIER

COMMENT: The City Council will consider approving the three (3) agreements between the City of Montebello and the City of Whittier: (1) Interoperable Radio System Subscriber Agreement; (2) Radio Frequencies Use Agreement; and (3) Land Use Agreement and authorizing the Acting City Manager to execute these agreements on behalf of the City.

The overall fiscal impact will be a positive net gain to the City of Montebello. A revenue account has been created by the Finance Department, and all revenues will be deposited to the said account, to maintain proper tracking.

As stated previously, the annual revenue generation from the Interoperable Radio System Subscriber Agreement is expected to be \$138,180.00, in year one, and continue to \$173,712.00, in year ten of the agreement.

In order to properly track the related expenditures, the City of Whittier will invoice the City of Montebello for the Radio Frequencies Use Agreement and Land Use Agreement costs, and the City of Montebello will expense a combined amount of \$51,324.00, in year one, and continue to \$69,081.00, in year ten of the agreements.

The expected net revenue to the City of Montebello is \$86,856.00, in year one, and continue annually with increases to \$104,631.00, in year ten of the agreement.

RECOMMENDATION: That the City Council approve three (3) agreements between the City of Montebello and the City of Whittier: (1) Interoperable Radio System Subscriber Agreement; (2) Radio Frequencies Use Agreement; (3) Land Use Agreement, and to authorize the Acting City Manager to execute these agreements on behalf of the City.

29. RADIO UPGRADES AND/OR PURCHASES AND BUDGET APPROPRIATE RESOLUTION

COMMENT: The City Council will consider approval of a current fiscal year budget appropriation for either: Option 1. \$295,000.00 for radio upgrades; OR Option 2. \$2,273,711.52 for radio replacement and installation; OR Option 3. \$280,000.00 for radio replacement via financing and installation (future payments would range from about \$609,565.00 to \$662,074.00) to meet the radio communications needs of the City of Montebello.

This purchase was not budgeted, and would require a budget appropriation. The cost of the equipment will be allocated to each department based upon funding allocations. The appropriation would be \$295,000.00 in the current fiscal year (2018/2019 FY). The following three fiscal years would have a need for budget appropriations in amounts ranging from about \$609,565.00 to \$662,074.00.

RECOMMENDATION: That the City Council approve the following items: 1) budget appropriation for radio upgrades; and 2) approve Option 3 (lease option) with Motorola Solutions, to meet the radio communications needs of the City of Montebello.

30. ADOPT RESOLUTIONS PERTAINING TO TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS FOR FISCAL YEAR 2019

COMMENT: The Los Angeles County Metropolitan Transportation Authority (Metro) annually requires the submittal of an annual claim form and resolutions adopted by the City Council. For Fiscal Year 2018-2019, Montebello's allocation of Local Transportation Fund is \$8,258,216 and the State Transit Assistance Fund of \$1,343,944 for Transit Operations.

Local Transportation Fund revenue, in the amount of \$8,258,216 and the State Transit Assistance Fund revenues in the amount of \$1,343,944, totaling \$9,602,160 is included in the adopted FY 2018-19 budget for the Transportation Department.

RECOMMENDATION: That the City Council approve and adopt two (2) resolutions authorizing the Director of Transportation to submit Transportation Development Act (TDA) claim forms for Local Transportation Fund (LTF) and State Transit Assistance (STA) funds for Fiscal Year 2019.

31. BUILDING & SAFETY SERVICES AGREEMENT EXTENSION

COMMENT: The City Council will consider approval a one-month agreement in an amount not to exceed \$12,000 with Transtech Engineers to continue providing Building and Safety Services, while staff completes the review of proposals received for Request for Proposals for Building and Safety Services (RFP No. 19-2), for which proposals were received on August 30, 2018; and authorize the Acting City Manager to execute the Second Amendment to the Agreement on behalf of the City.

The approved FY 2018/19 Planning & Community Development Department Budget includes funds for these services.

RECOMMENDATION: It is recommended that the City Council approve a one-month agreement in an amount not to exceed \$12,000 with Transtech Engineers to continue providing Building and Safety Services, while staff completes the review of proposals received for Request for Proposals for Building and Safety Services (RFP No. 19-2), for which proposals were received on August 30, 2018; and authorize the Acting City Manager to execute the Second Amendment to the Agreement on behalf of the City.

32. MONTHLY INVESTMENT REPORT – JULY 2018

RECOMMENDED ACTION: Move to approve and file said report.

33. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: F. Galarza in the amount of \$3,500.00; M. Orduno in the amount of \$5,000.00; F. Castillo in the amount of \$685.00; O. Monenegro in the amount of \$28,000.00; V. DeLucas in the amount of \$18,000.00; A. DeLucas in the amount \$28,000.00; S. Jiang in the amount of \$1,500.00.

34. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 12, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated September 12, 2018.

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

COUNCIL ORALS

36. COUNCILMEMBER ROMERO

- a. Art in public places
- b. Discussion on Adhoc Committees

37. COUNCILMEMBER MOLINARI

- a. Consideration to implement a drone program for the Montebello Police Department
- b. Further review of responsibility of public utilities for properly repairing the street after they do repair work on their system.

38. COUNCILMEMBER BARAJAS

None.

39. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Manuel Mancha, Interim Director of Community Development and Planning

SUBJECT: PUBLIC HEARING: An Ordinance adding Chapter 17.77 – “Parkland Dedication/Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map” - to the Montebello Municipal Code; Resolution Establishing the Fee Amount.

DATE: September 12, 2018

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and: (1) approve first reading of the Ordinance establishing the mechanism by which to adopt an in-lieu parkland fee under the Quimby Act; (2) schedule second reading of the Ordinance for the next meeting of the City Council; and (3) adopt a Resolution establishing the fee amount. Additionally, staff recommends that the City Council authorize staff to conduct a comprehensive Development Impact Fee study relating to other fees.

BACKGROUND

This item pertains to the City’s adoption of an “in-lieu” development fee for parks and recreation purposes under the Quimby Act. The Quimby Act provides an alternative mechanism to the Mitigation Fee Act for cities to impose parks and recreation fees on certain residential subdivisions.

This item has been pending before the City Council for several months, having been on the agenda and noticed for a public hearing for April 11, April 25, and May 9, all of 2018. During these meetings, the City Council directed staff to survey neighboring cities to determine the average fee charged, as well as any mechanisms for “phasing in” the fee to immediate impacts to developers.

The staff has collected the requested information, and notice of this public hearing was provided as required by law.

Proposed Ordinance

The proposed Ordinance sets the broad foundation for the City to either require a parkland dedication, a parkland fee, or a combination of the two, as reflected in the Quimby Act. The Ordinance contains provisions allowing the City the

discretionary/authority to choose the option to use for each future residential approval.

Proposed Resolution

The Resolution sets the in-lieu fee and provides a contiguous basis in the recitals to charge the in-lieu fee instead of requiring a parkland dedication for each approval.

ANALYSIS

The proposed Ordinance would add Chapter 17.77 – “Parkland Dedication/Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map” – to the Montebello Municipal Code providing authority to implement an in-lieu parkland fee in place of land dedication for parks by developers of new rental and for-sale residential units. The authorization to implement an in-lieu parkland fee is appropriate as the City is nearly 100% built out; making the dedication of land for new park-space unfeasible and economically prohibitive from a developer’s standpoint.

The Quimby Act establishes the methodology for calculating the maximum fee that may be levied, which is based on maintaining the current level of parks service in the community, the cost of land, and anticipated population growth. The purpose of Quimby fees is to help reduce the economic burden on local governments that are trying to account for population growth within their jurisdiction.

The proposed Ordinance would add Chapter 17.77 to the Montebello Municipal Code establishing the Parkland Fee and the permissible uses of fee revenues. The fee revenues may only be used to purchase land for new parks and/or improve existing City-owned parks. The funds will be placed in a separate account from the General Fund. The Parkland Fee account will ensure that the in-lieu fees collected are accounted for and used separately from the General Fund.

The amount of the fee would be established by Resolution, and one is attached here for the City Council's consideration. The proposed Resolution would set a fee of \$2,500 per new dwelling unit constructed; which is far less than the \$14,589.25 that would be permitted under the Quimby Act. The fee is only applicable to new residential subdivisions of more than five (5) units; as required by the Quimby Act.

The Resolution can be brought forward to the City Council on a yearly basis to determine the increase in the in-lieu parkland fee, allowing flexibility to adjust the in-lieu fee to balance the needs of the City while not burdening development.

A summary of the Quimby Fees charged in neighboring jurisdictions is attached as Exhibit “C” to this report. Additional information directly responding to questions received by staff is below:

DEVELOPMENT IMPACT FEE(S)

Why should Montebello consider Development Impact Fee(s)?

New development generates impacts on existing public services and public facilities for which revenues generated through property taxes and other means are generally insufficient to accommodate growth. Impact fees are necessary for the City to help subsidize full payment for public costs of new growth and development, especially when revenues are not up to date with the cost and demand for services. Developers should pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest.

The Mitigation Fee Act (Government Code SS 66000, et seq.) enables and encourages the City to enact appropriate development impact fees which bear a reasonable relationship between the proposed use and the type of project on which a fee is imposed. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development.

Once the decision has been made to pursue Development Impact Fee(s), the estimated time frame for implementation would be six months to one year. This would allow time recommended reasonable relation between impacts and fees, and bring before the City Council recommended Development Impact Fee(s). The City Council at that time will evaluate whether to merge or segregate fees.

ENVIRONMENTAL

The proposed ordinance is not subject to environmental review according to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of California.

FISCAL IMPACT

No increase to the General Funds. However, the in Lieu Parkland Fee will generate funds from residential development over a certain size, which can only be used to purchase land to develop, expand or improve parks within the City. The funds generated will be collected and held in a separate account and is not permitted to be used for another City use.

The Development Impact Fee(s) Study will have some upfront cost that could be recovered should actual Development Impact Fee(s) be implemented.

ATTACHMENTS

- A. Draft Ordinance
- B. Draft Resolution
- C. Summary of Fees Charged in Neighboring Jurisdictions

ATTACHMENT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING THE MONTEBELLO MUNICIPAL CODE BY ADDING CHAPTER 17.77 TO REQUIRE THE DEDICATION OF LAND OR THE PAYMENT OF FEES IN LIEU THEREOF, OR A COMBINATION OF BOTH, FOR PARK AND RECREATIONAL PURPOSES AS A CONDITION OF APPROVAL FOR RESIDENTIAL DEVELOPMENT PROJECTS REQUIRING A TENTATIVE MAP OR PARCEL MAP, PURSUANT TO THE QUIMBY ACT

WHEREAS, Government Code Section 66477 (also known as the “Quimby Act”) authorizes the legislative body of a city to, by ordinance, require the dedication of land or payment of fees in lieu thereof (“Quimby Fees”), or a combination of both, for park and recreational purposes as a condition to the approval of any tentative map;

WHEREAS, to ensure the City of Montebello’s (the “City”)’s parkland dedication and Quimby fee requirements are consistent with state law, this Ordinance will require developers to improve and dedicate land for park and recreational purposes, or pay Quimby Fees, or a combination of both, as a condition to the approval of a residential development project requiring a tentative tract map or parcel map;

WHEREAS, an ordinance imposing parkland dedication and Quimby Fee requirements pursuant to the Quimby Act must include definite standards for determining the proportion of subdivision to be dedicated and the amount of any Quimby Fees based upon a ratio of residential density (i.e., the number of people expected to reside in the subdivision) to acreage (i.e., the area of the subdivision);

WHEREAS, this Ordinance contains definite standards for determining the proportion of a subdivision to be dedicated for parks and recreational facilities and the amount of any Quimby Fees;

WHEREAS, the Montebello City Council (“City Council”) has already adopted a comprehensive general plan or specific plan for the City which provides policies and standards for parks and recreational facilities the dedication and fee requirements will ultimately provide;

WHEREAS, on September 12, 2018, the City Council held a duly noticed public hearing to receive public testimony on this Ordinance and to appraise all relevant information pertaining thereto, and considered all public testimony as well as all materials in the staff report and accompanying documents; and

WHEREAS, all other legal prerequisites to the approval and Reading of this Ordinance have occurred.

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

SECTION 1. RECITALS. The above recitals are true and correct and incorporated herein.

SECTION 2. FINDINGS. After considering this Ordinance, staff recommendations, public testimony and correspondence, and reports thereon, the City Council hereby makes the following findings:

1. The proposed amendments to the Montebello Municipal Code (“Municipal Code”) are consistent with the Quimby Act (Government Code § 66477) because:
 - a. The parkland dedication and Quimby Fee requirements only apply to residential developments that require the approval of a tentative map or parcel map;
 - b. The proposed amendments to the Municipal Code contain definite standards for determining the proportion of a subdivision to be dedicated for parks and recreational facilities and the amount of any Quimby Fees;
 - c. The City’s general plan or specific plan provides policies and standards for parks and recreational facilities the dedication and fee requirements will ultimately provide;
 - d. Unless the City complies with the findings and public hearing requirements set forth at Government Code Section 66477(a)(3)(B), the land, fees, or combination thereof will only be used for the purpose of developing new or rehabilitating existing park and recreational facilities to serve the residential development for which the dedication and fee requirements are imposed;
 - e. There is a reasonable relationship between the amount and location of land to be dedicated and/or fees to be paid and the use of the park and recreational facilities provided by that land and/or those fees by the future inhabitants of the residential development for which the dedication and fee requirements were imposed;
 - f. The parkland dedication and Quimby Fee requirements in the proposed amendments to the Municipal Code do not exceed the applicable limits in the Quimby Act; and

- g. It is in the public interest, convenience, health, welfare and safety to require park area and/or Quimby Fees as a condition of approval of a residential development requiring a tentative tract or parcel map.
- 2. The proposed amendments to the Municipal Code are consistent with the City's general plan and specific plan.

SECTION 3. MUNICIPAL CODE AMENDMENT. Chapter 17.77, titled "Parkland Dedication or Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map", is hereby added to the Montebello Municipal Code as follows:

Chapter 17.77 Parkland Dedication or Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map

Sections:

- 17.77.010 Definitions**
- 17.77.020 Parkland Dedication Standard**
- 17.77.030 Parkland Dedication and/or Quimby Fee Requirements**
- 17.77.040 Formulas for Calculating Amount of Parkland Dedication and/or Quimby Fees**
- 17.77.050 Public Improvements on Dedicated Parkland**
- 17.77.060 Criteria for Requiring Combination of Parkland Dedication and Quimby Fees**
- 17.77.070 Determination as to Requirement for Fee or Dedication**
- 17.77.080 Procedure for Making Payment or Dedication**
- 17.77.090 Exception for Commercial and Industrial Developments**

17.77.010 Definitions

For the purposes of this Chapter, the following words shall have the meanings set forth below:

- A. "Average Number of Persons Per Dwelling Unit" shall mean average number of persons per household, based on the most recent data available in the form of the federal census and study on the population density in the City. The most recent Average Number of Persons Per Dwelling Unit may be reflected in a City Council Resolution.
- B. "City" shall mean the City of Montebello.
- C. "Dwelling unit" shall include each single family dwelling, multifamily dwelling, or each mobile home space designed to contain a mobile home trailer on a semi- permanent or permanent basis. Single-family residential units, multifamily residential units, and

mobile home units shall be defined according to the latest decennial U.S. or state department of finance census.

D. "Land Acquisition Cost Per Acre" shall mean the estimated per acre value of vacant residential land costs in the City as determined by the City Council based upon receipt sale records or appraisal. The most recent Land Acquisition Cost Per Acre may be reflected in a City Council Resolution. If the subdivider objects to such a valuation, the subdivider, at its own expense, may obtain an appraisal of the property by a qualified appraiser approved by the City, whose appraisal may be accepted by the City if found reasonable.

E. "Number of Dwelling Units" shall mean the number of dwelling units as determined by the City based upon the number of units allowed pursuant to the standards of the City's Zoning Code or as otherwise specified by the City on the property included in the subdivision at the time the tentative map or parcel map is filed for approval.

F. "Quimby Act" shall mean Section 66477 of the California Government Code, as amended from time to time, or any successor statute.

G. "Quimby Fees" shall mean fees paid as a condition to the approval of a tentative map or parcel map pursuant to this Chapter and the Quimby Act in lieu of dedicating land to the City for park and recreational purposes.

H. "Residential development" shall mean any development that creates new or increases the number of existing dwelling units on a property.

I. "Subdivision Map Act" shall mean Section 66410, et seq. of the California Government Code, as amended from time to time, or any successor statute.

17.77.020 Parkland Dedication Standard

All standards for park dedication shall comply with the Quimby Act, the California Subdivision Map Act, and the City's General Plan. The dedication of land and/or Quimby Fees for park or recreational purposes shall be at the rate required by the Quimby Act.

17.77.030 Parkland Dedication and/or Quimby Fee Requirements

As a condition of approval of any tentative map or parcel map, the City shall require the dedication of land and/or improvements/amenities, or payment of a fee in-lieu thereof, or a combination of both, at the option of the City, for park or recreational purposes to serve the future residents of the subdivided property.

A. This requirement shall apply to all residential subdivisions, except those exempted by the Quimby Act.

B. Except as provided in subsection (C), below, if the proposed subdivision contains fifty (50) parcels or less, the subdivider shall not be required to dedicate any land for park and recreational purposes without his or her consent, but shall pay a fee in accordance with Section 17.77.040(B), below.

C. When a condominium, stock cooperative, or community apartment project exceeds fifty (50) dwelling units, dedication of land may be required notwithstanding that the number of parcels may be less than fifty (50).

D. Notwithstanding the requirement in this Section that fees be used to serve the subdivision for which the fees were paid, fees may be used for the purpose of developing new or rehabilitating existing park or recreational facilities in a neighborhood other than the neighborhood in which the subdivision for which fees were paid as a condition to the approval of a tentative map or parcel map is located, if all of the following conditions are met:

1. The neighborhood in which the fees are to be expended has fewer than three acres of park area per 1,000 members of the neighborhood population.
2. The neighborhood in which the subdivision for which the fees were paid has a park area per 1,000 members of the neighborhood population that meets or exceeds the ratio calculated pursuant to this Chapter.
3. The City Council holds a public hearing before using the fees pursuant to this Chapter, and at that public hearing, makes a finding supported by substantial evidence that it is reasonably foreseeable that future inhabitants of the subdivision for which the fee is imposed will use the proposed park and recreational facilities in the neighborhood where the fees are used.
4. The fees shall be used within the geographic boundaries of the City, so long as a reasonable relationship can be demonstrated between the location of the use of the fees and the subdivision for which the fees were paid.
5. The fees shall be used in a manner consistent with City's General Plan and any policy, standard, principle or guideline adopted in accordance therewith.

17.77.040 Formulas for Calculating Amount of Parkland Dedication and/or Quimby Fees

A. Formula for calculating the “**Dedication of Land**”: Where the requirements of this Chapter are complied with solely on the basis of providing parkland, the minimum amount of land measured in acres to be provided shall be based on:

$$\begin{array}{ccccccc} \text{Number of} & & \text{Average} & & .005 & & \text{Number of} \\ \text{Dwelling} & & \text{Number of} & & \text{(5 Acres Per} & & \text{Acres to be} \\ \text{Units} & \times & \text{Persons Per} & \times & \text{1,000} & = & \text{Dedicated} \\ & & \text{Dwelling} & & \text{Residents)} & & \\ & & \text{Unit} & & & & \end{array}$$

Whenever land is dedicated pursuant to this Chapter, the subdivider shall provide the public improvements, as set forth in Section 17.77.050 of this Chapter.

B. Formula for calculating the fee amount “**Quimby Fees**”: Where the requirements of this Chapter are solely complied with on the basis of the payment of in-lieu fees, such fees shall be calculated, on a per residential unit basis, as follows:

$$\begin{array}{ccccccc} \text{Number} & & \text{Average} & & .005 & & \text{Land} & & \text{Total} \\ \text{of} & & \text{Number of} & & \text{(5 Acres} & & \text{Acquisition} & & \text{Quimby} \\ \text{Dwelling} & \times & \text{Persons Per} & \times & \text{Per 1,000} & \times & \text{Cost Per Acre} & = & \text{Fee} \\ \text{Units} & & \text{Dwelling} & & \text{Residents)} & & & & \\ & & \text{Unit} & & & & & & \end{array}$$

The amount of the Quimby Fees per Dwelling Unit may be adopted by Resolution of the City Council. The Council may adopt and/or revise the fee amount as often as on an annual basis.

C. Formula for calculating a **combination of Dedicated Land and Quimby Fees**: Where the requirements of this Chapter are complied with by both the provision of parkland and payment of Quimby Fees, the amount of the Quimby Fees shall be computed by determining the required amount of parkland in accordance with the provisions of subsection (A) and subtracting the amount of parkland actually provided. The remainder shall be converted to a fee in accordance with the provisions of subsection (B).

17.77.050 Public Improvements on Dedicated Parkland

The subdivider shall provide utility and full street improvements consistent with the City’s General Plan, including but not limited to curbs, gutters, sidewalks, street paving, sewer, water and drainage improvements. The full cost of such improvements shall be borne by the subdivider and shall not be deducted from or credited against any fees or other amounts due the City under this Chapter or otherwise. The land to be dedicated and improvements to be made pursuant to this Chapter shall be approved by the City.

17.77.060 Criteria for Requiring Combination of Parkland Dedication and Quimby Fees

For subdivisions exceeding fifty (50) parcels, the subdivider shall both dedicate land and pay Quimby Fees on the following basis:

A. *General Plan requirements.* When only a portion of the subdivision is proposed for a future park site(s) in conformance with this Chapter, such portion shall be dedicated to the City for park and recreational purposes pursuant to the dedication standards set forth in Section 17.77.020, and any remaining parkland dedication requirements shall be satisfied through Quimby Fees computed pursuant to Section 17.77.040(C).

B. *Remainder dedications.* When a major portion of a park or recreational site/facility serving the proposed subdivision has already been acquired by the City, and only a portion of additional land is needed from the subdivision to complete the site/facility, such remaining portion shall be dedicated to the City pursuant to the standards set forth in Section 17.77.020, and any remaining parkland dedication requirements shall be satisfied through Quimby Fees computed pursuant to Section 17.77.040(C). Such fees may be used for either the improvement of the existing park and recreational site/facility or for the improvement of other park and recreational sites/facilities serving the subdivision at the sole discretion of the City.

17.77.070 Determination as to Requirement for Fee or Dedication

A. Whether the City accepts land dedication or elects to require payment of Quimby Fees, or a combination of both, shall be determined by consideration of the following:

1. *Reasonable Relationship.* That the amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision.
2. *Compatibility.* Compatibility of dedication with the City's General Plan and any policy, standard, principle or guideline adopted in accordance therewith.
3. *Physical characteristics.* Topography, geology, access and location of land in the development available for dedication.
4. *General suitability.* Suitability for patrol, supervision and maintenance.
5. *Geographic dimensions.* Size and shape of the development and land available for dedication.
6. *Feasibility.* The feasibility of dedication.
7. *Alternative and additional parkland in the vicinity.* Availability of previously acquired park property.

B. The determination of the City, as to whether land shall be dedicated or whether Quimby Fees shall be paid, or a combination of both, shall be final and conclusive.

17.77.080 Procedure for Making Payment or Dedication

A. Application by Subdivider.

At the time of filing a tentative map or parcel map application, the subdivider shall, as part of such filing, state in writing whether it desires to dedicate property for park and recreational purposes, or to pay Quimby Fees, or a combination of both. If the subdivider desires to dedicate land for this purpose, the area shall be designated on the tentative tract map or parcel map as submitted.

B. Action of City.

At the time of the tentative tract map or parcel map approval and in accordance with the criteria set forth in this Chapter, the Quimby Act, the California Subdivision Map Act, the City's General Plan and any policy, standard, principle or guideline adopted in accordance therewith, the City shall determine as part of such approval, whether to require a dedication of the land within the subdivision, payment of Quimby Fees, or a combination of both. The conditions of approval of any applicable tentative map or a parcel map shall require the dedication of land, the payment of Quimby Fees, or a combination of both for park and recreational purposes to serve the future inhabitants of the subdivision. If the land is to be dedicated, the proposed dedication shall be shown on the approved tentative map or parcel map.

C. Payment of In-Lieu Fees.

Prior to the issuance of a building permit, the City Manager or his/her designee shall determine the amount of land to be dedicated and/or Quimby Fees to be paid by the subdivider. Any fee required under this Chapter shall be paid directly to the City prior to the issuance of the first certificate of occupancy of any dwelling unit in the subdivision. The fees shall be placed in a specially designated fund and are used only for the acquisition and development of new, or improvement and/or rehabilitation of existing, park and recreational facilities. Any fees collected under this Chapter shall be committed within five years after the payment of such fees or the issuance of building permits on one half of the lots created by the subdivision, whichever occurs later. If such fees are not committed, they shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision.

D. Dedication of Parkland.

A dedication of parkland shall be made prior to the recordation of any applicable tentative map or parcel map. Where dedication is offered and accepted, such dedication shall be accomplished in accordance with the provisions of the Subdivision Map Act. All land dedicated to the City shall be conveyed in fee simple to the City free and clear of all encumbrances except those which will not interfere with the use of the property for its intended purposes and which the City agrees to accept.

17.77.090 Exception for Commercial and Industrial Developments

The provisions of this Chapter shall not apply to any industrial or commercial development.

SECTION 4. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Ordinance is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Ordinance, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Ordinance is severable. The City Council of the City of Montebello declares that this Ordinance would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 6. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and approval of this Ordinance, and enter it into the book of original Ordinances, and it shall become effective 30 days after the 2nd Reading of Ordinance ____.

PASSED, APPROVED AND ADOPTED this 12th day of September 2018.

Jack Hadjinian Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2018, and duly adopted by the City Council of the City of Montebello at their regular meeting on _____, 2018, and carried by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this ____ day of _____ 2018.

Irma Barajas, City Clerk

ATTACHMENT B

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING AN IN-LIEU PARKLAND FEE FOR THE ACQUISITION AND/OR IMPROVEMENT OF PARKS AT A FLAT RATE OF \$2,500.00 PER DWELLING UNIT FOR NEW DEVELOPMENT

WHEREAS, the City of Montebello (the “City”) desires to establish an in-lieu parkland fee based upon the provisions contained in the California Government Code Section §66477; and

WHEREAS, the City desires to require payment of an in-lieu parkland fee based upon its authority under Sections 17.77.040(B) and 17.77.080(B) of the Montebello Municipal Code; and

WHEREAS, the authorization to implement an in-lieu parkland fee is appropriate as the City is nearly 100% built-out, making the dedication of land for new park-space unfeasible and economically prohibitive from a developer’s standpoint; and

WHEREAS, Section 2 of this Resolution establishes an in-lieu parkland fee, which is below the maximum amount permitted to be charged by California Government Code Section §66477; and

WHEREAS, this Resolution’s effectiveness is contingent upon the City ordinance, presented for first reading at the September 12, 2018 regular City Council meeting, which adds Chapter 17.77 to the Montebello Municipal Code, upon its later adoption, as may be amended; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, DECLARES, AND DETERMINES AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and incorporated herein.

SECTION 2. ADOPTED FEES. An in-lieu parkland fee amount of \$2,500.00 per new dwelling unit is hereby established as authorized by Montebello Municipal Code Chapter 17.77 and California Government Code Section §66477. This fee amount shall be automatically and immediately adjusted to account for any applicable Consumer Price Index inflation without any action needed by the City.

SECTION 3. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 5. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective 45 days after the adoption of Ordinance ____, which adds Chapter 17.77 to the Montebello Municipal Code.

PASSED, APPROVED and ADOPTED this 12th day of September 2018.

Jack Hadjinian, Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman,
City Attorney

Irma Barajas
City Clerk

COMPARISON TABLE

City Name	Quimby Fee	Parkland Fee	Impact Fee
	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(THAT INCLUDES QUIMBY ACT FEE/PARKLAND FEE ALONG WITH OTHER IMPACT FEES)
Montebello	No Fee established	No Fee established	No Fee established
LA County - South Whittier/East La Mirada	Included in the Parkland Fee	\$6,110 per unit	NA
LA County - East LA	Included in the Parkland Fee	\$5,410 per unit	NA
El Monte	\$5,520 per unit	NA	NA
South El Monte	\$2,500 per unit	NA	NA
Monterey Park	Included in the Impact Fee	Included in the Impact Fee	\$8,671 Per Unit \$7,927 Per Unit
Downey	NA	2,500	NA
Pico Rivera	Included in the Impact Fee	Included in the Impact Fee	Residential - 0.5% of building valuation Commercial - 1.0% of building valuation
La Habra	Included in the Parkland Fee	Formula Based - Negotiated Through Development Agreement (Fee = Acres X Price Per Acre)	NA
La Mirada	\$0	\$0	\$0
Alhambra	Tax is collected instead	NA	\$2,000 Tax Per Unit
Rosemead	Included in the Impact Fee	Included in the Impact Fee	\$6,500 for SFR \$5,197 for MFR - Per Unit

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

SUBMITTED BY: Manuel Mancha, Director of Community Development and Planning

PREPARED BY: Matthew Feske, Planning Manager

SUBJECT: Ordinance to Prohibit feeding of wild fowl, pigeons, ducks, squirrels or any other animal not licensed, including stray cats and dogs.

DATE: September 12, 2018

RECOMMENDATION

Conduct a public hearing and upon conclusion adopt an Ordinance regarding the prohibition of feeding of wild fowl, pigeons, ducks, squirrels or any other animal not licensed, including stray cats and dogs.

BACKGROUND

The City of Montebello ("City") has gradually experienced an increase in the number of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals due to an increase in food sources. Namely, individuals are providing food to these animals. The increase in wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals is becoming a nuisance to the City. This issue has the potential to create a health and safety issues such as the threat of injury and spreading of diseases that these animals might carry with them.

Prohibiting the feeding of these animals will eliminate the primary food source that has been sustaining their presence in the City. Adopting this Ordinance will help in adding a deterrent and an enforcement tool to discourage individuals from creating a public nuisance in the community and on private property.

ANALYSIS

Currently the City does not have an ordinance prohibiting the feeding of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals. As a result, this has become a concern with the City. The City currently does not have authority to issue citations to a person feeding these animals. The proliferation of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals creates sanitary concerns within affected areas which can lead to the spread of diseases and rapid population expansion.

The proposed ordinance will provide language that will make it unlawful for any person in the City to create a public nuisance by free-feeding wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals. Persons found violating this Code can be cited for violating: Fish and Game Code Section 251.1, Harassment of Animals, which defines harassment as, “an intentional act which disrupts an animal’s normal behavior pattern, which includes, but is not limited to, breeding, feeding and sheltering”.

Enforcement of the ordinance would be supported through a 4-tier assessment process. Based on the severity of the problem and the violator’s lack of cooperation in abating the issues, those issues that meet the restrictions set forth in California Penal Code §597; Cruelty to Animals may result in fines ranging from \$250 - \$1000.

ALTERNATIVES

If the City does not adopt an ordinance to address this issue, we will lack enforcement tools to protect health/safety and property if these nuisances continue unabated.

FISCAL IMPACT

There is no fiscal impact with this proposal.

SUMMARY

It is recommended that the City Council conduct a public hearing and upon conclusion adopt an Ordinance regarding the prohibition of feeding of wild fowl, pigeons, ducks, squirrels or any other animal not licensed, including stray cats and dogs.

The Ordinance is proposed as a tool to be used after given warnings are not effective and when requests for compliance have been unsuccessful.

ATTACHMENTS

- A. Public Hearing Notice
- B. Draft Ordinance



NOTICE OF PUBLIC HEARING CITY OF MONTEBELLO CITY COUNCIL

ZONING CODE AMENDMENT (ZCA04-18)

Project Description: The City has initiated a Zoning Code Amendment to the Montebello Municipal Code Title 17 ("Zoning") pertaining to the prohibition of feeding of wild fowl, pigeons, ducks, squirrels, or any other unlicensed animal, including stray cats and dogs.

Environmental: The Zoning Code Amendment is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines. Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

NOTICE IS HEREBY GIVEN that the City of Montebello City Council will hold a public hearing on the said application. The meeting is scheduled on:

Date: Wednesday, September 12, 2018

Time: 6:30 p.m.

Place: City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello City Council via the City Clerk Office, whose Office is located in City Hall, or by email at lguzman@cityofmontebello.com. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

Communications to the City Council are public records and will become part of the City's files and records.

Further information is available by contacting the Planning Manager Mathew Feske at mfeske@cityofmontebello.com.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADDING CHAPTER 17.90 - PROHIBITION OF FEEDING OF IN WILDFOWL, PIGEONS, DUCKS, SQUIRRELS, FERAL CATS, WILD DOGS AND UNLICENSED ANIMALS.

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce with its jurisdictional limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws of the State;

WHEREAS, the free-feeding by people of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals within the City has become a concern. The proliferation of in wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals creates sanitary concerns within affected areas, which often leads to the spread of diseases and also results in rapid population expansion;

WHEREAS, persons free-feeding to animals may be cited for violating Fish and Game Code Section 251.1, which defines harassment as “an intentional act which disrupts an animal’s normal behavior pattern, which includes, but is not limited to, breeding, feeding and sheltering;”

WHEREAS, the City Council has determined it is necessary to restrict the feeding of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals to protect the public’s health and safety;

WHEREAS, the Planning Commission held a duly noticed public hearing adopting Planning Commission on July 7, 2018 to recommend that the City Council approve the Zone Change; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Montebello does ordain as follows:

SECTION 1. INCORPORATION OF RECITALS

The City Council for the City of Montebello (“City Council”), based on the entire record before it, finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. ADDITION TO THE MONTEBELLO MUNICIPAL CODE CHAPTER 17.90 AS FOLLOWS:

Chapter 17.90 - Prohibition of feeding

Prohibition of feeding of in wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals.

Section 17.90.010 – Purpose

The large numbers of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals in the City have, at present, become a nuisance, causing defacement, deterioration, litter, and damage to public and private property. The ordinance codified in this chapter seeks to prohibit feeding of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals on public streets and public and private property, and thereby discourages the maintenance and breeding of in wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals in the City.

Section 17.90.020 – Definitions

“Feed” means to give, place, expose, deposit, scatter or distribute any edible material, including but not limited to, grain, seed, greens, bread, fruit, pet food or other miscellaneous food scraps with the intention of feeding, attracting or enticing wildlife.

“Person” means natural person, firm, corporation or association.

“Public property” means any real property owned by any State, County or local governmental entity within the City.

“Public Street” means any public thoroughfare, avenue, road, highway, boulevard, parkway, way, drive, lane, alley, court, including the right-of-way for vehicular traffic, gutter, curb, parking, and sidewalk.

“Wild pigeon” means any bird of the family Columbidae, but shall not apply to any pigeon that is under the care and control of any person.

Section 17.90.030 – Nuisance

It is a nuisance for any person to feed any in wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals on any public street or any public or private property within the City.

Section 17.90.040 – Violation and Penalty

Any person violating any of the provisions of the ordinance codified in this chapter is guilty of an infraction and, upon conviction thereof, shall be punishable by a fine of not more than fifty dollars for the first violation; a fine not exceeding one hundred dollars for the second violation of the same section of this chapter within one year; and a fine not exceeding two hundred fifty dollars for each additional violation of the same section of this chapter within one year.

SECTION 3. CEQA. The Zoning Code Amendment is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines. Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that it is not defined as a project under Section 15378.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have

passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this 12th day of September 2018.

Jack Hadjinian
Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2018, and duly adopted by the City Council of the City of Montebello at their regular meeting on _____, 2018, and carried by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this ____ day of _____ 2018.

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Laurie Aguilar, Administrative Analyst

SUBJECT: Consideration of Filling Vacant Councilmember Position

DATE: September 12, 2018

RECOMMENDATION

That the City Council either: (1) appoint an individual to serve in the vacant Councilmember position; or (2) direct staff to prepare the necessary documents and resolutions ordering a special election to fill the vacancy. In addition, that the City Council discuss the reorganization of City Council and discuss the vacant organizational appointments.

DISCUSSION

Ms. Vanessa Delgado was elected to the Councilmember position at the General Municipal election held in November 2015, and her term was scheduled to expire in November 2020. On August 13, 2018, Ms. Delgado submitted formal correspondence to the City Clerk resigning as Councilmember; effective August 13, 2018. Ms. Delgado has resigned her seat on City Council in order to serve as representative of the 32nd state Senate district.

In light of Ms. Delgado's resignation, the Councilmember position is now vacant. The Government Code provides the City Council with two (2) options for filling the vacant position. Within sixty (60) days of the vacancy (or October 11, 2018), the City Council must either: (1) fill the vacancy by appointment; or (2) call a special election to fill the vacancy. (Gov't Code § 36512(b).)

If the City Council fills the vacancy by appointment, the appointed individual will serve until the next General Municipal election, to be held in November 2020. If the City Council calls a special election to fill the vacancy, the elected individual will serve for the remainder of Ms. Delgado's unexpired term; or November 2020.

If a consensus among City Council is not reached, a special election must be held in March of 2018.

REORGANIZATION

At the time of Ms. Delgado's resignation, she served as Mayor. With the Mayor seat vacant, City Council can discuss if it wishes to reorganize or leave the vacancy as is.

Municipal code states that council shall reorganize at the first meeting immediately following the certification of election results in election years (Municipal Code § 2.08.010A). If City Council reorganizes at the present date, it would be required to do an additional reorganization after the November 2018 elections.

Reorganization can either occur according to the order of appointment or be changed by majority vote. As members leave the council, the order of appointment shall be deemed modified by adding the names of new council members to the bottom of the order of appointment, and deleting the name of the retiring member or members thereof (Municipal Code § 2.08.010C). If City Council follows the order of appointment it would be as follows: (1) Mayor Pro Tem Hadjinian; (2) Councilmember Barajas; (3) Councilmember Molinari; (4) Councilmember Romero.

If City Council chooses to leave the mayor seat vacant until the next council reorganization following the November 2018 elections, Government Code states that the mayor pro tempore shall exercise the powers granted to the mayor (Gov't Code § 4.3.3.40601-40604)

APPOINTMENTS

Ms. Delgado represented the City of Montebello through several appointed seats. Questions have arisen to staff regarding the various vacant appointments. Currently, the city has designated alternates for 3 of the appointments (see Attachment "D"). Ms. Delgado was appointed to the following seats: (1) Sanitation Board; (2) City Selection Committee; (3) Gateway Cities Council of Governments; and (4) the Fiscal Stimulus Committee. Ms. Delgado served alongside Councilmember Romero on the City's Fiscal Stimulus Committee. There is currently no designated alternate, leaving a vacancy to be filled by another member of City Council.

FISCAL IMPACTS

There is no fiscal impact associated with making an appointment to fill the Councilmember position. Based on the special election the City held in November 2017, it is estimated that holding a special election to fill the vacancy would cost approximately \$150,000.

SUMMARY

The City Council will consider filling the vacant Councilmember position by appointment or by calling a special election.

ATTACHMENTS

A - Municipal Code § 2.08.010

B - Government Code §40601-40604

C - Designated Alternate List

Chapter 2.08 - CITY COUNCIL

Sections:

2.08.010 - Reorganization.

- A. The council shall reorganize by selecting one of its number as mayor, and another of its number as mayor pro tempore, on the following occasions:
 - 1. At the second meeting of November in nonelection years, beginning November 28, 1988; or
 - 2. At the first meeting immediately following the certification of election results in election years.
- B. Persons shall be appointed to the position of mayor, in accordance with an order of appointment, established hereby. The order of appointment which shall apply is as follows:
 - 1. Glasman;
 - 2. Nighswonger;
 - 3. Pizzorno;
 - 4. Payan;
 - 5. Salazar;
- C. Persons shall be appointed to the position of mayor pro tempore in the same order for the period of time immediately preceding their appointment as mayor.
- D. As members leave the council, the order of appointment shall be deemed modified by adding the names of new council members at the bottom of the order of appointment, and deleting the name of the retiring member or members therefrom. Where the names of two or more new council members are added to the order at the same time, their respective positions on the order of appointment shall be determined based upon which person received the highest number of votes in the municipal election immediately preceding.
- E. Notwithstanding any other provisions of this section, by the affirmative vote of not less than three members of the council, any or all provisions hereof may be suspended, and any member of the council may be appointed to the position of mayor or mayor pro tempore for a fixed or indeterminate term or terms.

(Prior code § 2800.1)

GOVERNMENT CODE - GOV

TITLE 4. GOVERNMENT OF CITIES [34000 - 45345]

(Title 4 added by Stats. 1949, Ch. 79.)

DIVISION 3. OFFICERS [36501 - 41805]

(Division 3 added by Stats. 1949, Ch. 79.)

PART 3. OTHER OFFICERS [40601 - 41805]

(Part 3 added by Stats. 1949, Ch. 79.)

CHAPTER 1. Mayor [40601 - 40605]

(Chapter 1 added by Stats. 1949, Ch. 79.)

40601.

In the absence of the mayor, the mayor pro tempore shall exercise the powers granted in this chapter.

(Amended by Stats. 1955, Ch. 624.)

40602.

The mayor shall sign:

- (a) All warrants drawn on the city treasurer.
- (b) All written contracts and conveyances made or entered into by the city.
- (c) All instruments requiring the city seal.

The legislative body may provide by ordinance that the instruments described in (a), (b) and (c) be signed by an officer other than the mayor.

(Amended by Stats. 1955, Ch. 633.)

40603.

He may administer oaths and affirmations, take affidavits, and certify them under his hand.

(Added by Stats. 1949, Ch. 79.)

40604.

He may acknowledge the execution of all instruments executed by the city and required to be acknowledged.

(Added by Stats. 1949, Ch. 79.)

Appointments

Sanitation Board

- Primary: Mayor Delgado
- Alternate: Mayor Pro Tem Hadjinian

City Selection Committee

- Primary: Mayor Delgado
- Alternate: Mayor Pro Tem Hadjinian

Gateway Cities Council of Governments

- Primary: Mayor Delgado
- Alternate: Mayor Pro Tem Hadjinian

Fiscal Stimulus Committee

- Appointment: Mayor Delgado
- Appointment: Councilmember Romero

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: Laurie Aguilar, Administrative Analyst
SUBJECT: Operational Analysis of the Montebello Golf Course
DATE: September 12, 2018

RECOMMENDATION

It is recommended that the City Council: (1) receive and file the report developed by Pro Forma Advisors, LLC to enhance the financial performance of the Montebello Golf Course; (2) establish a Capital Improvement Program Fund and; (3) appropriate funds for the consultation services provided.

BACKGROUND

The Montebello Golf Course is comprised of one 18-hole golf course, a full practice range, a clubhouse, and other support facilities and is currently owned by the City of Montebello. The City has contracted golf operations to Thomas Camacho since 1992 and the clubhouse food and beverage facility has been operated on a concession basis by Quite Cannon Montebello, Inc. since 1978. Golf course maintenance is performed by the City.

The course operates as an enterprise fund within the City budget. For FY 2017-18, the fund generated approximately \$1.5 million in total revenue and incurred costs of approximately \$2.9 million resulting in a net operating loss of approximately \$1.4 million.

The golf course is an integral part of the community. Montebello residents account for 33% of total play, with Montebello senior residents accounting for 36% of resident play. The Montebello Golf Course averages 40,000 rounds of golf played per year. The golf course also accommodates three high school golf teams and hosts several local charitable tournaments.

In order to continue providing the community with quality golf facilities while maintaining the City's financial stability, the City retained Pro Forma Advisors, LLC to evaluate the current performance of the golf course. The analysis explores potential revenue

enhancements and cost efficiency practices. The final report makes recommendations for changes in practices and improvements to enhance the financial performance of the Montebello Golf Course.

ANALYSIS

The report generated by Pro Forma Advisors, LLC makes the following major recommendations to improve the financial performance of the Montebello Golf Course: (1) outsource the golf course maintenance; (2) increase resident rates to reflect the market standard; (3) establish a Capital Improvement Program; (4) make improvements in several technological areas; and (5) make necessary repairs and cosmetic improvements.

In addition, staff requests an appropriation of \$15,000 for the study. An appropriation of funds for the study was originally approved at the City Council meeting on April 11, 2018, but services by the consultant were not completed until July 2018 and funds from FY 17/18 budget were not used. Therefore, a new budget appropriation resolution needs to be approved for the FY18/19 budget.

MAINTENANCE

Maintenance costs were compared to similar facilities that outsource maintenance services and costs at Montebello Golf Course are \$3,000 to \$4,000 per acre higher (see attachment, pg. 20). This can be attributed to the higher cost of public sector employees. The City could achieve savings of approximately \$300,000 annually by outsourcing golf course maintenance. Since this option affects existing city employees and labor contracts, further discussion among City Council needs to occur.

FEES

Current fees at Montebello Golf Course were compared with public golf facilities within a twenty-mile radius (see attachment “A”, pg. 16). Non-resident rates are at the market average, but resident rates are well below the market average. There is an opportunity to increase resident rates without significantly impacting utilization. As course conditions improve to a competitive market standard, additional fee increases could be applicable.

Montebello Golf Course Fees

Golf Course	Current Fees	Proposed Fees
Weekday Resident 18-hole	\$20	\$25
Weekend Resident 18-hole	\$25	\$30
Resident Senior 18 hole	\$13	\$17

*refer to attachment “C” for a full fee schedule

City Council should consider adopting a resolution (see attachment “B”) to increase the suggested fees to match the market average. Proposed fees would take effect 60 days after the adoption of the resolution.

CAPITAL IMPROVEMENT PROGRAM FUND

The Montebello Golf Course currently has no long term funding mechanism for capital improvements. Funds must be requested through the annual budget process and are subject to ongoing budget pressures. The consultant recommended that to plan for current and future capital projects, it is commonplace to establish a Capital Improvement Program (CIP). A common approach taken is to assign a portion of fees per round to be allocated to a CIP Fund. By using this model, the golf course could set aside up to \$50,000 in CIP dollars once rounds reach stabilization.

TECHNOLOGY

Technologically, the Montebello Golf Course has the opportunity to make major improvements to improve revenue and accountability. Tee sheets, which keep track of course reservations, are currently done manually and it is highly recommended to quickly eliminate the use of paper tee sheets and utilize an electronic tee sheet as soon as possible. This will allow for online reservations, better organization and accountability, and will help to reduce the number of unfilled time slots.

Montebello Golf Course also has a need for an online presence. Establishing a database of customers allows for an email marketing program to be implemented. Email marketing provides management with a way to communicate with golfers and build customer loyalty. The golf course could greatly benefit from the creation of a website where consumers can easily find out information about the facility. Similar facilities in the area have websites that are appealing, easy to navigate, and offer features such as, “Book a Tee Time,” Join E-Club,” or “Book a Tournament.”

The consultant recommends additional support from an outside consultant to successfully implement the marketing recommendations made in the report. The study indicates that there is potential for an additional 16,000 rounds to be generated with the development of a strategic online presence (see attachment “A,” pg. 42). This is equal to approximately \$ 267,000 in additional green fee revenue. The cost for a part time consultant has been included in the financial projections.

REPAIRS AND IMPROVEMENTS

There are several repairs and upgrades that can be made to Montebello Golf Course to improve its aesthetics and attract golfers. Major concerns include the condition of the men’s locker room, the condition of the golf carts, the lack of sand in the bunkers adjacent to the greens, and the need for a restroom adjacent to Hole #6.

FISCAL IMPACT

The first goal is to increase play at Montebello Golf Course by implementing fee increases, and establishing an online presence. This could produce approximately \$380,000 annually. The second goal is to reduce expenses. The most beneficial expense solution would be to evaluate the golf course maintenance structure. This could save the City approximately \$300,000 per year in costs. The following table summarizes the financial impacts:

Montebello Golf Course Financial Projections (\$000)

	Current MGC 2017-18	Stabilized New Revenue with City Maintenance	Stabilized New Revenue with Contract Maintenance
Total Revenue	\$1,477	\$1,922	\$1,922
Total Expense	\$2,952	\$2,714	\$2,274
Net Income/(Loss)	(\$1,475)	(\$792)	(\$352)

Currently bond payments are included in total expenses. Once the bond issue is paid off in 2025, the golf course will see additional savings of \$349,000 per year.

SUMMARY

The City Council will consider receiving and filing the recommendations developed by Pro Forma Advisors, LLC to enhance the financial performance of the Montebello Golf Course, consider establishing a CIP Fund, consider appropriating funds for the consultation services provided, and consider adopting a resolution to increase fees.

ATTACHMENTS

- A - Operational Analysis of the Montebello Golf Course
- B - Montebello Golf Course Fee Increase Resolution
- C - Montebello Golf Course Fee Chart
- D - Appropriation Resolution



Pro Forma
Advisors LLC

OPERATIONAL ANALYSIS OF THE MONTEBELLO GOLF COURSE

Montebello, CA

June 2018

(Updated Aug 2018)

Prepared For: The City of Montebello

**Prepared By: Pro Forma Advisors, LLC./
Tom Frost Golf**

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Limiting Conditions

General Limiting Conditions

Certain information included in this report contains forward-looking estimates, projections and/or statements. Pro Forma Advisors LLC and Tom Frost based these projections, estimates and/or statements on expected future events. These forward-looking items include statements that reflect our existing beliefs and knowledge regarding the operating environment, existing trends, existing plans, objectives, goals, expectations, anticipations, results of operations, future performance and business plans.

Further, statements that include the words "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "plan," "project," or other words or expressions of similar meaning have been utilized. These statements reflect our judgment on the date they are made, and we undertake no duty to update such statements in the future.

No warranty or representation is made by Pro Forma Advisors or Tom Frost Golf that any of the projected values or results contained in this study will actually be achieved.

Although we believe that the expectations in these reports are reasonable, any or all of the estimates or projections in this report may prove to be incorrect. To the extent possible, we have attempted to verify and confirm estimates and assumptions used in this analysis. However, some assumptions inevitably will not materialize as a result of inaccurate assumptions or as a consequence of known or unknown risks and uncertainties and unanticipated events and circumstances, which may occur. Consequently, actual results achieved during the period covered by our analysis will vary from our estimates and the variations may be material. As such, Pro Forma Advisors and Tom Frost Golf accept no liability in relation to the estimates provided herein.

In the production of this report, Pro Forma Advisors and Tom Frost Golf have served solely in the capacity of consultant and Pro Forma Advisors and Tom Frost have not rendered any "expert" opinions and does not hold itself out as an "expert" (as the term "expert" is defined in Section 11 of the Securities Act of 1933).

This report is not to be used in conjunction with any public or private offering of securities and may not be relied upon without the express written consent of Pro Forma Advisors and Tom Frost Golf. This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions, and considerations.

Introduction

I. Introduction

Montebello Golf Course (MBC) is located in the City of Montebello, in the heart of Los Angeles, about 15 minutes from downtown Los Angeles with easy access off the California State Highway 60 freeway. The complex, comprised of one 18-hole golf course, full practice range, approximate XXXX-square-foot clubhouse (Quiet Cannon), and other support facilities, is owned by the City of Montebello. The City has contracted golf operations to Thomas Camacho since 1992. Mr. Camacho's current concession agreement expires on July 31, 2025. Since 1978 the clubhouse food and beverage facility has been operated on a concession basis by Quite Cannon Montebello, Inc. with a current contract expiration date of August 14, 2064. Golf course maintenance is performed by the City of Montebello. The course operates as an enterprise fund within the City of Montebello budget.

Opened in 1928, Montebello Golf Course is an 18-hole (6,528-yard), par-71 layout originally designed by Max Behr. Other local designs by Behr include Oakmont Country Club and Brentwood Country Club. The City of Montebello purchased the course in 1941 for use as a municipal golf course. William F. Bell redesigned five holes in 1962. In 1998-99 the course was again remodeled by David Rainville and Gary Bye, adding 3 lakes, new greens, tees, bunkers and cart paths. The condition of the golf course, and the greens complexes in particular, is reasonably good. However, the condition of the bunkers on the golf course is well below market standards and needs to be addressed. The golf shop is older and additional fixtures and merchandise inventory are needed. The clubhouse, which houses the coffee shop restaurant, 19th hole bar, banquet facilities, and locker rooms is in very good condition, with the exception of the locker room area which is in the need of repair and refurbishment.

The golf course has generated around 40,000 rounds annually over recent years, but in 2017-18 play declined to 34,678, generating approximately \$840,000 in greens fees revenue. MGC is instrumental in serving not only the residents of the City, but also accommodates as many as three high school golf teams and hosts several local charitable tournaments and outings.

The course currently operates as an enterprise fund within the City budget. For FY2017-18 the fund generated approximately \$1.477 million in total revenue and incurred costs of over \$2.9 million, resulting in a net loss of \$1,475,000 before transfers. This loss includes approximately \$349,000 in costs related to servicing debt on outstanding improvement bonds plus \$110,000 in City administrative costs.

With an overall objective of gaining an understanding of the current status of the golf course and seeking recommendations to reduce the City's operating subsidy, Pro Forma Advisors, LLC, in association with Tom Frost Golf, was retained by the City of Montebello to evaluate the current performance of the golf course, explore potential revenue enhancement and cost efficiency practices, and evaluate a series of other golf course related issues.

Specific objectives in conducting a review of Montebello Golf Course include:

- Evaluate the current performance of the club relative to comparable regional facilities, and identify areas for revenue enhancement and cost savings to improve financial performance

Introduction

- Review the current fee structure and marketing program and practices.
- Evaluate current golf course maintenance costs in the context of the current golf market.
- Assess the existing configuration of the golf course maintenance facility.
- Review the current operating model and present options for future operations.

To achieve the objectives, several work tasks were completed during the course of this assignment that included:

- Inspection of the Montebello Golf Courses and support facilities.
- Compilation of competitive market data on rounds of golf, greens fees, range fees, maintenance costs, data collection and reporting methods, basic food and beverage pricing, and other course characteristics and policies.
- Interviews of on-site management in golf, maintenance, and food and beverage.
- Interviews of Montebello Golf Course key stakeholder groups regarding their golf experience, course policies, areas requiring improvement, and other input.
- Meeting with the Golf Course Commission.
- Review of current marketing practices.
- Outline of potential future operating structures.
- Recommendations for potential revenue enhancement and expense reduction opportunities and their impact on performance.

Overall, the report is a collaborative and constructive effort, which involved the City, the concessionaires, and the stakeholders. This resulted in recommendations for changes in practices and improvements that should enhance the financial performance of MGC.

Summary

II. Executive Summary

The following presents a summary of principal findings and conclusions regarding the operational assessment of Montebello Golf Course. Documentation and analysis is contained in -subsequent sections of the report.

- Although the Southern California golf market has softened considerably over the past 10 years, the Los Angeles County public golf market remains one of strongest in the country. The outlook is modestly favorable over the next 10 to 20 years primarily due to the favorable impact of the aging baby boom population considering propensity and frequency of play generally increase with age. Over the last year or two, play and revenue at most public golf courses has stabilized.
- Montebello Golf Course (MGC) is an 18-hole municipal golf complex positioned to serve the mid-segment of the Los Angeles County public golf market. This positioning appears to be reasonable and appropriate given the design and condition of the golf course and support facilities, and the characteristics of the regional market.
- Montebello Golf Course operates as an enterprise fund, which for the 2017-18 fiscal year suffered a loss of \$1,475,000 before transfers. Expenses for the fund include bond payments of \$349,000 and citywide administrative cost allocations of \$110,000. Bonds are scheduled to be fully amortized in 2025.
- MGC golf course conditions are basically consistent with most mid-market Southern California municipal courses, but well below optimal levels. The sub-optimal conditions stem from a lack of sufficient capital reinvestment and below average maintenance resources. In particular, the condition of the bunkers is below market standards.
- The driving range tee line and range building area are in need of some cosmetic improvements. New landing area signage is needed.
- Rounds of golf at Montebello Golf Course are substantially below that of their competition. Over recent years rounds have averaged approximately 40,000, but in 2017-18 play dropped to 34,678. Opportunity exists to increase rounds as much as 10,000 to 20,000 players annually based on implementation of an aggressive on-line marketing plan, maintaining the course condition to market standards, and introducing other practices and programs.
- Montebello residents account for approximately 33% percent of total play at MGC, with Montebello senior residents comprising 36% of resident play.
- Non-resident 18-hole greens fees at MGC are effectively at the upper end of the market given the quality and condition of the product offered. Introducing a higher non-resident rate is not justified and most likely would be revenue neutral at best and could well result in a loss of greens fees and ancillary revenue.

Summary

- By contrast, Montebello resident rates are among the lowest at municipal courses in Southern California. While higher resident rates would likely raise revenue, setting the resident rate at a municipal golf course is largely a policy decision. Nonetheless some continued revenue loss can be expected if the large discounts remain in place. Adjustments in the resident greens fees could result in increased income in the range of \$40,000 annually.
- The addition of resident twilight and super-twilight rates will eliminate confusion and have the potential to drive increased rounds and revenue. Currently the resident 18-hole rate is less than the twilight rate.
- There is a need for some overall pricing flexibility in both greens fees and tournament fees. But before such a process is implemented there should be plans and parameters set to prevent over discounting and price erosion.
- The City currently provides maintenance services for the golf course utilizing City staff and has concessionaries for golf operations and food and beverage services. There would be significant savings to the City should they explore alternatives to golf maintenance due to the high cost of public sector employees (payroll and benefits). This again is a policy decision for the City. Immediate savings ranging from \$350,000 to \$450,000 annually could be achieved by outsourcing golf course maintenance.
- If the City should proceed with outsourcing of the maintenance services consideration should be given to aligning the expiration of the maintenance agreement to term of the current golf concession agreement thereby giving the City the most options at that time for future operations.
- Prices for basic food and beverage items are consistent with competitive facilities. Continued increases in food and beverage prices can be assumed over the next several years, reflecting the impact of the scheduled California Minimum Wage legislation.
- There is currently no mechanism in place to fund capital projects at Montebello Golf Course. Many municipalities allocate a portion of greens fees to a capital improvements program (CIP) reserve fund for current and future capital improvements. Designating \$1.50 from all 18-hole rounds and \$.50 from 9-hole rounds could generate approximately \$50,000 annually for future CIP needs.
- The MGC clubhouse is in relatively good condition, although, the locker room area is in disrepair and the long-term use of this space as a locker room may not be warranted.
- Overall, the stakeholder groups have a positive view of the golf course with the exception of the bunkers. There is a lack of structured communication between the golf concessioner and food and beverage concessioner.
- Both concessioners are receptive to implementing new ideas to help promote the facility.

Summary

- There is a lack of financial control systems and practices in place. Reporting and tracking of rounds, revenues and expenses are below current golf industry standards.
- MGC is lagging behind the industry in several areas of technology such as providing on-line tee time reservation capability, golf centric Point of Sale (POS), and social media marketing.
- The golf course maintenance facility is new and in excellent condition. However, the range fencing should be raised to protect the maintenance facility from damage due to errant golf balls. This also would allow golf range hours of operation to be extended.
- There is not a golfer database at MGC. Email marketing is the number one marketing tool in today's industry with the highest return on investment. At a minimum, an aggressive data collection program tied to the point of sale system is warranted.
- There is an overall lack of an online presence for MGC. To remain competitive, at a minimum, there should be a standalone web site, and an active Facebook presence.
- Consideration should be given to unifying the name of the facility to either Montebello Golf Course or Montebello Country Club in order to eliminate the present confusion between the name and to promote a single brand for the facility. The name Montebello Golf Course appears preferable as a country club designation may convey restricted private rather than public use of the facility and elevate expectations above the product provided.
- National statistics suggest a robust Player Development and/or Practice Range program could be successful at MGC, thereby positively impacting range fees and residual revenue streams. Improvements to the range most likely would be necessary in order to implement such a program.
- Given the current structure of golf operations at MGC, additional support from either the City or an outside consultant would be needed to successfully implement the marketing and sales recommendations contained in this report. The cost for a part time employee or consultant, estimated in the range of \$60,000 to \$70,000 annually, have been included in the financial projections.
- The combination of greens fees adjustments, golf course maintenance outsourcing, and increasing rounds through aggressive marketing has the potential to improve performance of the enterprise fund compared to 2017-18 by an estimated \$1,000,000 annually on a stabilized basis (3 to 5 years), as shown in Table II-1. The subsidy, reflecting all the potential revenue enhancements and cost savings, would be reduced from \$1.1 million to less than \$400,000 annually (assumes contract maintenance).

Summary

Table II-1 Montebello Golf Course Financial Projections (\$000)			
	Current MGC 2017-18	Stabilized New Revenue with City Maintenance	Stabilized New Revenue with Contract Maintenance
Rounds	34,678	51,409	51,409,
Green Fees	\$843	\$1,150	\$1,150
Cart Fees	420	495	495
Range Fees	72	100	100
Total Golf Revenue	\$1,335	\$1,745	\$1,745
Golf Revenue per Round	\$38.49	\$33.94	\$33.94
Special Events	142	177	177
Total Revenue	\$1,477	1,922	1,922
Labor w/ Burden	1,216	1,216	200
Other Costs	576	576	322
Maintenance Contract	n/a	n/a	780
Water*	516	206	206
Power	83	85	85
Lease (golf carts)	50	50	50
CIP	---	---	50
Liability Insurance	52	52	52
Operational Support	---	70	70
City Overhead	110	110	110
Total Operational Cost	\$2,603	\$2,365	\$1,925
Bond	349	349	349
Total Expense	\$2,952	\$2,714	\$2,274
Net Income/(Loss)	(\$1,475)	(\$792)	(\$352)

* Future water cost based of City budget for 2018-19

Market Conditions

III. Regional Golf Market Conditions

- Mirroring the national golf market, the Southern California regional golf market has softened considerably beginning in late 2002, with the sharp downturn persisting during the entire decade. The market softness primarily has resulted from the cumulative effects of unprecedented expansion of the public golf course inventory that began in the mid-1990s, unexpected reduction in the demand for golf and, most recently, the severe downturn in the national and regional economies, which commenced in 2008. Over the past ten years, total golf play on Southern California public access golf courses has declined from about 12 million to 9.5 million rounds, a decline of 21 percent. Because the inventory of courses has increased during that period, the average rounds per course has declined more sharply, nearly 24 percent.
- Importantly, the weak golf market condition, in large part, does not appear to be entirely cyclical, but rather a reflection of long-term shifts in the underlying demand for golf. Manifestations of the weak golf market are declining rounds and revenue, operating expense and capital improvement cutbacks, excessive discounting, and financial failures, including some in the regional market.
- The Los Angeles sub-region has fared better than the broader Southern California market. The Los Angeles golf market remains among the strongest in the country, with year-round mild climate, excellent demographics and a relatively balanced inventory of public golf facilities. The mid-segment of the golf market, in which MGC operates, is notably strong.
- Although the mid-segment is strong, it is very competitive in terms of rates and overall product quality. In the past few years several direct competitors to MGC have changed management. These competitors have already, and continue to, reinvest heavily in their facilities, thereby improving overall product quality and market capture. This gives the golfer numerous affordable options to play courses that are in good condition and offer updated amenities.
- The mid- to long-term outlook for the regional golf market is modestly favorable due to the aging baby boomer population (participation and frequency of play increase with age), limited or no expected additions to the golf course inventory, and an improvement in overall economic conditions. Most golf analysts project between flat demand and modest average annual growth of up to about 1.0 over the foreseeable term, although any substantial growth is not likely to occur for at least a few years. Nonetheless, even with modest market improvement and no additional supply, a return to play levels at individual courses generated in the pre-2000 period will likely take at least 15-20 years, and most likely will never be achieved.

Operating Data

IV. Comparative Operating Data

Rounds and Revenues

For the past two fiscal years MGC has averaged just under 40,000 rounds of golf annually. Based on year-to-date performance, the 2017-18 fiscal year seems to be following that trend with a couple of noteworthy changes in player mix. In 2017-18 full fee non-resident rounds, including both weekday and weekend play, are down an estimated 5,000 players while twilight rounds have increased close to 3,500. This past year twilight was moved to 12:00 in order to try and increase play. This type of discounting can lead to revenue losses unless there is close monitoring/tracking the number of “new” twilight rounds that are needed to make up revenue for the lost full fee rounds. The data provided by the City, detailed in Table IV-1, suggests that this policy resulted in net loss of greens fees revenue. Without proper utilization tracking it is difficult to reach a final determination. Recently, MGC has moved twilight to 10:30 Sunday-Thursday. This again raises some concern since there is no resident twilight and the staff is defaulting to charging the resident 9-hole rate at this time.

Non-resident senior rounds are trending towards a 5% drop from the prior year. This data points to significant erosion of prime-time non-resident play. As a percentage, resident play accounts for 33% of total play (12,000 rounds) with Montebello resident seniors making up 33% of resident play, or about 3,500 rounds.

Operating Data

Table IV-1 Montebello Golf Course Rounds by Type					
Fee Type	15-16 16-17 Average	% of Total	17-18 thru 6/4/18	% of Total	Change in %
Weekday Tournament	765	2%	585	2%	n/c
Non Profit Tournament	2,556	7%	2,101	6%	-1%
Weekend Tournament	1,147	3%	805	2%	-1%
Weekday Resident 18	1,576	4%	1,380	4%	n/c
Weekday Non Resident 18	6,832	17%	3,855	11%	-6%
Weekday Resident 9	779	2%	1,020	3%	+1%
Weekday Non Resident 9	322	1%	326	1%	n/c
Weekday Twilight	2,206	6%	3,602	10%	+4%
Weekend Resident 18	4,508	11%	4,010	11%	n/c
Weekend Non Resident 18	7,206	18%	5,309	15%	-3%
Weekend Resident 9	1,278	3%	1,641	5%	+2%
Weekend Non Resident 9	238	1%	563	2%	+1%
Weekend Twilight	1,745	4%	3,379	9%	+5%
Resident Senior 18	3,530	9%	3,272	9%	n/c
Non Resident Senior 18	3,195	8%	2,566	3%	-5%
Resident Senior 9	1,122	3%	1,247	3%	n/c
Non Resident Senior 9	83		277	1%	+1%
Juniors	202	1%	184	.5%	
TOTAL	39,290		36,122		

The average annual rounds played at MGC are well below the competitive set. MGC is under performing the market anywhere from 15,000 to 40,000 rounds annually. Table IV-2 details total rounds and revenue for Montebello Golf Course and a selected competitive set. Most of the data is public information, while some is proprietary and therefore the name of the facility cannot be disclosed. Due to the high volume of rain in 2017, the average of 2015/16 and 2016/17 was used for data in this table.

Greens fees revenue at MGC in 2017-18 totaled \$843,000, which is more than 51% of the average gross green fees of the competitive set. The average greens fees at MGC of \$24.30 is within the middle of the competitive range. The average greens fees is somewhat higher than the larger round volume facilities, but well below the higher quality municipal courses such as Rio Hondo which averages nearly \$33 per round. Annual cart revenue in 17-18 of \$420,000 is slightly below the market, although at the high end on a per round basis at \$12.11 per round. An increase in rounds volume would clearly provide additional cart revenue. Range revenue of \$72,000 is well below the market average of \$259,000.

Operating Data

For analysis purposes, the assumption can be made that there is a minimum of 10,000 to 20,000 additional rounds available annually upon stabilization at MGC, predicated on improved course conditions consistent with market standards, yielding 50,000 to 55,000 rounds annually. There are various reasons for the current underperformance at MGC. Some of the factors are not controllable such as golf course design, location and traffic impacts, while other factors are controllable such as marketing, play policies, pricing and course conditions. The effect of golf course conditions cannot be minimized especially when doing business in a competitive market such as Southern California.

Although there may be some price adjustments needed, the opportunity exists at MGC to increase rounds volume. Based on the current utilization and market conditions a large increase in volume would predominately come from off-peak “non-rack” greens fees and special pricing. There are some “rack rate” pricing opportunities that will be discussed later in this report. This strategy could lead to higher volume and overall revenue, but most likely the facility would see a slight decrease in the average greens fees and cart fee. An aggressive yield management strategy along with some price adjustments could increase greens fees volume in the range of \$150,000 to \$200,000 and cart revenues upwards of \$50,000.

Table IV-2 Comparative Municipal Rounds and Revenue								
Facility	Montebello*	Whittier Narrows	Alhambra	Los Amigos	Rio Hondo	Proprietary A	Santa Anita	Dad Miller
Rounds	34,678	105,290**	53,090	82,727	62,400	96,000	74,826	60,000
Green Fees	\$843	\$1,905	\$983	\$1,787	\$2,046	\$2,900	\$1,694	\$1,388
Green Fee Per Round	\$24.30	\$17.99	\$18.53	\$21.61	\$32.79	\$30.21	\$22.64	\$23.15
Cart Fees	420	453	402	505	603	660	487	361
Cart Fee Per Round	\$12.11	\$4.28	\$7.59	\$6.11	\$9.66	\$6.88	\$6.51	\$6.02
Range Fee	72	322	507	127	170	350	208	131
Range Fee Per Round	\$2.07	\$3.05	\$9.55	\$1.54	\$2.72	\$3.65	\$2.79	\$2.19
Total Golf Revenue	\$1,335	\$2,680	\$1,892	\$2,419	\$2,819	\$3,910	\$2,389	\$1,880
Total Golf Revenue Per Round	\$38.49	\$25.45	\$35.50	\$29.24	\$45.18	\$40.72	\$31.92	\$31.33
Special event/Parking	142							
Merchandise		108	229	79	285	160	66	93
Total Revenue	\$1,477	\$2,788	\$2,121	\$2,498	\$3,104	\$4,070	\$2,455	\$1,973

*Montebello data based 2017-18 performance

**Whittier Narrows rounds/revenue are for 27 holes. The 18-hole course plays approximately 73,000 rounds annually

Operating Data

Fees

The following section reviews the current fees at Montebello Golf Course compared with public golf facilities within a twenty-mile radius of MGC. Table IV-3 details the various rates that are applied at each facility.

MGC utilizes a resident/non-resident rate structure. This rate structure was first initialized in the 1990's to capitalize on growing demand and still offer affordable access to residents. Other area cities that employ this structure are Long Beach, Pasadena, and Alhambra. Recently the City of Pasadena allowed non-residents to take advantage of the resident fees by paying an annual fee for that privilege. The City of Anaheim does offer a fee differential, but it is on a member/non-member basis of a loyalty program.

One of the disadvantages of a resident/non-resident structure is the propensity to continue to increase the resident rate while the non-resident rate remains artificially low. The data in Table IV-4 detailing current MGC rates and the market average reflects this situation. Resident rates at MGC are well below the market average while non-resident rates are at the top end of the range. Based on this analysis there appears to be some opportunity to increase resident rates at MGC, without significantly impacting utilization. It is important to note that any rate increases should be evaluated in the context of golf course conditions compared to the market. A \$3 to \$5 increase in the Resident Weekday/Weekend 18-hole rate along with the Resident Senior 18-hole rate could be instituted and still remain at competitive levels within the market. A \$25 weekday resident 18-hole and \$30 weekend resident 18-hole rate would be supported based on the competitive set., again given that course conditions improve to a competitive market standard. A \$16 Senior Resident fee would be \$1.60 under the competitive average for resident senior rates. The Los Angeles County senior rate, for example, is currently \$16.50 per round.

In reviewing other fees there is opportunity for increase cart fees \$1 to \$2. This again is dependent on condition of the carts and facility. According to staff the current fleet is soon in need of batteries and therefore the City may wish to look at replacement. The fleet size of 100 seems large for the volume and could be reduced to 85 to 90 carts. Range fees are consistent with the market, but range revenue could possibly benefit from an aggressive Player Development program that will be discussed later in this report.

There is opportunity to modify the greens fees structure by introducing additional fees that potentially would increase demand in non-peak hours. Currently MGC does not offer a resident twilight or super twilight rate. The lack of a resident twilight creates some confusion in that the golf course is now defaulting to the Resident 9-hole during the twilight period. This results in a below market fee between \$5 and \$6. By increasing the 18-hole rates per the above recommendation, a resident twilight rate of \$20 on weekdays and \$23 on weekends can be supported. The super-twilight rate is prevalent in the market and is used to drive late afternoon golf rounds. The starting time for this rate classification varies by time of year and the rate is based on demand and market competition. Based on the existing competitive market, a \$13 weekday rate and \$16 weekend rate would be supportable. Many courses will offer a discounted cart rate in addition to the green fee to promote cart sales. As an example, using the rates above, an \$18 weekday and \$21 weekend rate that includes cart could be offered. In most cases, there is not a resident/non-resident rate differential offered for super-twilight play.

Operating Data

An organized revenue management effort needs to be in place in order to maximize the tee sheet on a daily basis. This program will allow MGC to adjust fees in order to maximize demand on a daily basis. The spread between the resident and non-resident rates gives the City plenty of room to reduce fees and not devalue the resident discount. It is important to realize that this is not just “discounting” but a measured approach to maximizing the tee sheet. Yield management focuses on setting price based on demand. This process can only be successful with the availability of online tee times through various channels and a strong database. The lack of a proper POS system effectively prohibits putting together a proper yield management process, and results in discounting large blocks of time rather than more selectively discounting. Before implementing a yield management process, there should be plans and parameters set to prevent over discounting and price erosion.

Fee increases to residents are always sensitive issues at any golf course especially if there are major deferred maintenance issues at the facility. The increases are always better accepted if accompanied by some type of investment in the property along with the addition of a vehicle to fund future investment in the course. In the case of MGC the biggest current need is bunker sand. This project is estimated at \$75,000 to \$100,000. Bunker improvements not only would enhance the overall course appeal but would also “soften the blow” of a fee increase. The addition of a CIP fund is addressed later in this report.

The overall effect of the potential fee changes to the financial performance of MGC will be explored in Section VII of the report.

Operating Data

Table IV-3 Comparative Municipal Green Fees within 20 mile radius					
Golf Course	Montebello	Average	Whittier Narrows * **	Alhambra	Los Amigos **
Stats					
Operations	Concession/ City Maint		Lease	Concession	Lease
Distance			4 Miles	5 Miles	11 Miles
Par/Rating/Slope	71/71.1/123		72/71.8/116	71/68.7/118	71/68.7/118
Longest Yardage/Number of Holes	6528/18		6864/18	5478/18	6212/18
Rates					
Weekday Resident 18	\$20.00	\$26.50	N/A	\$22.00	N/A
Weekday Non Resident 18	32.00	32.20	30.00	28.00	30.00
Weekday Resident 9	14.00	15.00	N/A	18.00	N/A
Weekday Non Resident 9	21.00	16.30	15.00	20.00	15.00
Weekday Twilight Resident	21.00	18.46	N/A	18.00	N/A
Weekday Non Resident Twilight	21.00	20.70	19.00	20.00	19.00
Weekday Resident Super Twilight	N/A	12.90	N/A	14.00	13.00
Weekday Non Resident Super Twilight	N/A	13.47	13.00	14.00	13.00
Weekend Resident 18	25.00	35.67	N/A	28.00	N/A
Weekend Non Resident 18	42.00	44.80	40.00	36.00	40.00
Weekend Resident 9	16.00	17.17	N/A	19.00	N/A
Weekend Non Resident 9	26.00	20.20	20.00	21.00	20.00
Weekend Resident Twilight	29.00	22.00	N/A	19.00	N/A
Weekend Non Resident Twilight	29.00	26.08	23.75	21.00	23.75
Weekend Resident Super Twilight	N/A	15.94	N/A	15.00	N/A
Weekend Non Resident Super Twilight	N/A	16.81	16.75	15.00	16.75
Resident Senior 18	13.00	17.60	N/A	16.00	N/A
Non Resident Senior 18	22.00	20.56	16.50	N/A	16.50
Resident Senior 9	11.00	10.00	N/A	15.00	N/A
Non Resident Senior 9	18.00	10.00	10.00	N/A	10.00
Juniors	5.00		5.00	1.00	5.00
Tournament Fees					
Weekdays	\$44	N/A	+\$3.00	N/A	+\$3.00
Weekends	54	N/A	+8.00	N/A	+8.00
Other Fees					
Cart Fees 18 per rider	\$13.00	\$14.50	\$15.00	\$15.00	\$15.00
Range Fees	4/8/12		5/10/12	3/6/10	5/10/12
Card Products					
Resident Card	\$20.00	\$20.00	N/A	\$35.00	N/A
Senior Card	20.00	28.17	28.00	35.00	28.00
Membership					
Miscellaneous					
On Line Tee Times	No		Yes	Yes	Yes
Golf Now	No		Yes	Yes	Yes
Tee Off Now	No		Yes	No	No
Point of Sale			EZ Links	Golf Now	Golf Now
Web Site	No		Yes	Yes	Yes

* Whittier Narrows is a 27 hole facility. Data is for the River/Pine regulation 18 routing

** LA County Fees (Whittier/Los Amigos) include a \$1.50 CIP charge on 18 hole rounds and .75 on 9 hole rounds

Operating Data

Table IV-3 Comparative Municipal Green Fees within 20 mile radius					
Golf Course	Rio Hondo	Harding	Brookside/Nay*	Brookside/Koiner*	El Dorado
Stats					
Operations	Concession	City	Lease	Lease	Lease
Distance	11 Miles	15 Miles	17 Miles	17 Miles	19 Miles
Par/Rating/Slope	71/70.7/124	72/71.5/122	70/69.1/121	72/74.5/133	72/71.0/127
Longest Yardage/Number of Holes	6370/18	6679/18	6025/18	7104/18	6461/18
Rates					
Weekday Resident 18	\$28.00	N/A	\$26.00	\$28.00	\$31.00
Weekday Non Resident 18	39.00	32.00	31.00	38.00	40.00
Weekday Resident 9	16.00	N/A	13.00	13.00	18.00
Weekday Non Resident 9	22.00	16.00	13.00	13.00	18.00
Weekday Twilight Resident	16.00	N/A	22.00	18.00	19.75
Weekday Non Resident Twilight	22.00	20.00	16.00	25.00	25.50
Weekday Resident Super Twilight	N/A	N/A	12.00	12.00	14.50
Weekday Non Resident Super Twilight	N/A	13.00	13.00	13.00	17.25
Weekend Resident 18	38.00	N/A	35.00	40.00	39.00
Weekend Non Resident 18	49.00	42.00	45.00	60.00	53.00
Weekend Resident 9	22.00	N/A	13.00	13.00	20.00
Weekend Non Resident 9	27.00	21.00	13.00	13.00	23.00
Weekend Resident Twilight	22.00	N/A	23.00	26.00	24.00
Weekend Non Resident Twilight	27.00	25.00	31.00	34.00	28.50
Weekend Resident Super Twilight	N/A	N/A	16.00	16.00	16.75
Weekend Non Resident Super Twilight	N/A	17.00	17.00	17.00	18.25
Resident Senior 18	20.00	N/A	16.00	18.00	18.00
Non Resident Senior 18	26.00	20.00	22.00	26.00	N/A
Resident Senior 9	N/A	N/A	N/A	N/A	5.00
Non Resident Senior 9	N/A	10.00	N/A	N/A	N/A
Juniors	26.00	N/A	7.00	7.00	6.00
Tournament Fees					
Weekdays	Negotiable	\$40.00	\$10 over Res	+\$10 over Res	Negotiable
Weekends	Negotiable	50.00	\$40 over Res	\$40 over Res	Negotiable
Other Fees					
Cart Fees 18 per rider	\$13.00	\$14.00	\$15.00	\$15.00	\$15.00
Range Fees	6/8/10	5/8/11	5/10/12	5/10/12	4/10/12
Card Products					
Resident Card			\$10.00	\$10.00	\$25.00
Senior Card		\$25.00			\$25.00
Membership			50/100	50/100	
Miscellaneous					
On Line Tee Times	Yes	Yes	Yes	Yes	Yes
Golf Now	Yes	No	Yes	Yes	Yes
Tee Off Now	No	No	Yes	Yes	Yes
Point of Sale	Club Prophet	EZ Links	EZ Links	EZ Links	EZ Links
Web Site	Yes	Yes	Yes	Yes	Yes

* Brookside membership is \$50 annually for men's or ladies club member to get the resident rate anytime. \$100 for a non-club member to get resident rates anytime Monday-Friday and after 12:30 weekends.

Operating Data

Table IV-3 Comparative Municipal Green Fees within 20 mile radius		
Golf Course	Santa Anita*	Dad Miller**
Stats		
Operations	Lease	Concession
Distance	20 Miles	20 Miles
Par/Rating/Slope	71/70.0/119`	71/67.7/113
Longest Yardage/Number of Holes	6412/18	5892/18
Rates		
Weekday Resident 18	N/A	\$24.00
Weekday Non Resident 18	30.00	31.00
Weekday Resident 9	N/A	12.00
Weekday Non Resident 9	15.00	16.00
Weekday Twilight Resident	N/A	17.00
Weekday Non Resident Twilight	19.00	21.50
Weekday Resident Super Twilight	13.00	12.00
Weekday Non Resident Super Twilight	13.00	12.00
Weekend Resident 18	N/A	34.00
Weekend Non Resident 18	40.00	43.00
Weekend Resident 9	N/A	16.00
Weekend Non Resident 9	20.00	21.00
Weekend Resident Twilight	N/A	18.00
Weekend Non Resident Twilight	23.75	23.00
Weekend Resident Super Twilight	N/A	N/A
Weekend Non Resident Super Twilight	16.75	N/A
Resident Senior 18	N/A	N/A
Non Resident Senior 18	16.50	21.00
Resident Senior 9	N/A	N/A
Non Resident Senior 9	10.00	N/A
Juniors	5.00	N/A
Tournament Fees		
Weekdays	+\$3.00	Negotiable
Weekends	+8.00	Negotiable
Other Fees		
Cart Fees 18 per rider	\$15.00	\$13.00
Range Fees	5/10/12	3/6/9
Card Products		
Resident Card	N/A	N/A
Senior Card	28.00	N/A
Membership		\$109.00
Miscellaneous		
On Line Tee Times	Yes	Yes
Golf Now	Yes	Yes
Tee Off Now	No	Yes
Point of Sale	Golf Now	EZ Links
Web Site	Yes	Yes

*LA County Fees (Santa Anita) include a \$1.50 CIP charge on 18 hole rounds and .75 on 9 hole rounds

** Dad Miller membership sold for \$109. Receive the lower rates listed as resident rates. They do not have a resident rate program—only the membership gets the lower rate.

Operating Data

Table IV-4 Montebello Golf Course Fees and Comparative Average		
Golf Course	Montebello	Average
Stats		
Operations	Concession/ City	
Distance		
Par/Rating/Slope	71/71.1/123	
Longest Yardage/Number of Holes	6528/18	
Rates		
Weekday Resident 18	\$20.00	\$26.50
Weekday Non Resident 18	32.00	32.20
Weekday Resident 9	14.00	15.00
Weekday Non Resident 9	21.00	16.30
Weekday Twilight Resident	n/a	18.46
Weekday Non Resident Twilight	21.00	20.70
Weekday Resident Super Twilight	N/A	12.90
Weekday Non Resident Super Twilight	N/A	13.47
Weekend Resident 18	25.00	35.67
Weekend Non Resident 18	42.00	44.80
Weekend Resident 9	16.00	17.17
Weekend Non Resident 9	26.00	20.20
Weekend Resident Twilight	n/a	22.00
Weekend Non Resident Twilight	29.00	26.08
Weekend Resident Super Twilight	N/A	15.94
Weekend Non Resident Super Twilight	N/A	16.81
Resident Senior 18	13.00	17.60
Non Resident Senior 18	22.00	20.56
Resident Senior 9	11.00	10.00
Non Resident Senior 9	18.00	10.00
Juniors	5.00	
Tournament Fees		
Weekdays	\$44	N/A
Weekends	54	N/A
Other Fees		
Cart Fees 18 per rider	\$13.00	\$14.50
Range Fees	4/8/12	N/A
Card Products		
Resident Card	\$20.00	\$20.00
Senior Card	20.00	28.17
Membership		
Miscellaneous		
On Line Tee Times	No	
Golf Now	No	
Tee Off Now	No	
Point of Sale	City iNovah	
Web Site	No	

Operating Data

Maintenance Costs

Rising maintenance costs are one of the principal challenges facing golf course operators nationwide. In California the rising cost of labor, employee benefits, and irrigation water have become a significant burden on golf course operations. In Table IV-5 maintenance costs at Montebello Golf Course are compared to those at similar 18-hole facilities. For purpose of analysis, cart maintenance is not included. Some of the comparable facilities are leased to a third part management firm and others are operated under a maintenance agreement with a private firm that specializes in golf course maintenance. In these instances, labor costs cannot be broken out of the maintenance agreements as labor is included in the set contract amount paid to the contractor.

Maintenance cost at MGC are \$3,000 to \$4,000 per acre higher than the competitive set. This can be primarily attributed to the higher cost of public sector employees. Significant savings at MGC could be achieved by outsourcing golf maintenance to a third-party vendor. Additional savings may be available by including the golf cart maintenance. As outsourcing generally is not a long term contractual commitment, this model allows the City the flexibility to outsource all of golf functions (golf operations and maintenance) when the existing golf concession agreement expires in 2025.

A more appropriate maintenance comparison metric is “cost per acre” after deducting the cost of leases and utilities.

Table IV-5 Comparative Maintenance Expense (\$000)								
Facility	Montebello	Dad Miller	Course A	Course B	DeBell	Alhambra	Course C	Course D
Type of Operation	City	Maint. Agreement	Lease	Lease	Maint. Agreement	Maint. Agreement	Lease	Lease
Total Maintenance Cost	\$1,782	\$765	\$819	\$864	\$922	\$755	\$1,020	\$904
Labor w/ burden	1,016	N/A	450	430	N/A	N/A	568	417
Water*	516	100	137	264	290	100	0	215
Power	50	45	80	0	50	37	114	91
Equipment Lease	0	0	0	0	0	0	63	0
Cost less Utilities & Lease	\$1,216	\$620	\$602	\$600	\$582	\$618	\$843	\$598
Acres	120	100	128	123	113	91	160	138
Cost per acre - lease/utilities (thousands)	\$10,133	\$6,200	\$4,703	\$4,878	\$5,150	6,791	\$5,269	\$4,333
Crew size including superintendent	12	10	10	11	12	10	12	10

* Water cost based on actual 2017-18 actual

Operating Data

Food and Beverage

Overall food and beverage pricing at the Quiet Cannon is consistent with that observed at similar golf courses. Table IV-6 illustrates Quiet Cannon pricing as compared to comparable golf facilities in the area. There has been some discussion regarding the application of the corkage fee at events bringing in outside food and beverage. It is a common practice for most facilities to prohibit patrons from bringing their own alcoholic beverages for use at an event due to liquor license liability. In the market, donated food that is distributed on the golf course is normally handled on a case-by-case basis depending on the overall food and beverage purchase of the event.

There is a sentiment among some stakeholder groups that the food and beverage concessionaire operates the bar area on discretionary hours and does not have a beverage cart. This can cause confusion for the guest. The wording in the license agreement is vague as it allows the operator to change the hours of service “when play is reduced”. It is recommended that the City meet with the concessionaire to establish some minimum standards for bar operating hours and beverage cart availability.

Table IV-6 Food and Beverage Pricing								
Facility	Montebello	Whittier Narrows	Alhambra	Los Amigos	Santa Anita	Brookside	El Dorado	Dad Miller
Hot Dog w/ Chips	4.32 nic chips	6.29	6.47	\$5.00	\$5.00	6.29	6.29	\$6.00
Turkey Sandwich w/ chips	9.72	8.29	9.18	8.00	8.00	8.29	8.29	\$8.00
Hamburger w/Fries	11.88	8.99	9.18	9.00	9.00	8.99	8.99	7.00
Sports Drink	2.70	3.29	3.20	2.75	2.75	3.29	3.29	3.00
Large Fountain Soda	2.70	2.99	2.70	3.00 (32oz)	3.00 (32oz)	2.99	2.99	3.00
Bottle Soda	2.11	3.29	2.46	2.50	2.50	3.29	3.29	2.00
Domestic Can Beer	5.67 16oz	4.25	5.94 16oz	3.00	3.00	4.25	4.25	3.50
Import Can Beer		5.50	5.35 12 oz	4.00	4.00	5.50	5.50	4.25
Domestic Draft Beer	3.78/4.86	5.00	4.05	3.00	3.00	5.00	5.00	4.00
Import Draft Beer	4.86/5.94	6.00	5.13	4.00	4.00	6.00	6.00	5.00/5.50
Well Drink	5.40	6.00	4.32	4.25	4.25	6.00	6.00	5.00
Call Drink	7.04	7.25	6.75	5.75	5.75	7.25	7.25	6.00/7.50
Bottled Water	2.43	1.99	2.46	2.00 (16.9oz)	2.00 (16.9oz)	1.99	1.99	2.00 (16.9 oz)
Beverage Cart	No	Yes	N/A	weekends	weekends	Yes	Yes	No

Stakeholder Feedback

V. Stakeholder Feedback

There are a number of stakeholders that are involved in the Montebello Golf Course. Recognizing that there are numerous groups involved with the system, several key stakeholder group representatives were interviewed during the course of this operations evaluation. Issues discussed included communications, areas where difficulties are encountered, and opportunities to improve overall operations. Interviewed stakeholders included the golf operations concessionaire, food and beverage concessionaire, golf course maintenance superintendent, and the men's and ladies club representatives.

There is an overall view that "The City" is at fault for many of the problems such as pricing, lack of capital improvements, poor marketing, and the like. In some cases, none of the parties wanted to take ownership and help unless "The City" leads the way. This is not unusual with older concession agreements where responsibilities are not clearly defined, and people have become comfortable. There is agreement among all interviewees that the maintenance of the golf course is acceptable with the exception of the bunkers. There is an impression that the food and beverage concessionaire does not work with the clubs. They are now holding their meetings and hosting other clubs during teams play at local restaurants. Even though this business may not be the most profitable it is important to realize that the home clubs are important to the overall success of MGC and their support is integral to its success.

Communication between the two concessionaires is poor at best. For example, when the golf operations concessionaire books a tournament, a copy of the contract should go to catering, so they can reach out to the group to see if they require any F&B service. Even at the time of booking, the tournament sponsor may not want F&B, but this process provides the opportunity for the catering staff to follow up and create potential business. To help improve communication at MGC, a weekly meeting attended by both concessioners and the golf superintendent should be scheduled to discuss upcoming events and any projects that may affect business activity. It may also be helpful to include hotel management.

The comments from the interviews are summarized in the bullets below:

- Bar closes at 4:00 some days, even when people are still on the course
- No beverage cart on the course (Several mentions)
- Food and beverage pricing is high
- Food concessionaire will not work with group on the \$1,200 corkage fee if event has donated on course food and beverage
- No pricing flexibility on rates to help drive business
- Bunkers are poor (this is the most prevalent comment)
- No pricing flexibility to sell events
- Range fence needs to be raised to allow for more hours of operation
- No flexibility on policies (e.g. collared shirts)
- Need restroom on #6 hole (several mentions)
- New golf carts are needed
- Presentation of the range area needs improvement
- Utilize the large sign on the California Highway 60 freeway to promote golf
- Poor communication between golf operations and food and beverage operator

Stakeholder Feedback

- Confusion over “country club”.
- Maintenance is not consistent
- Range hours hamper use of the facility
- Food concessionaire does not work with home clubs. Meetings and events are taken elsewhere.
- Tough to work with pro shop
- Poor communication with golf concession
- Tournaments not being communicated to F&B when they are booked
- Consider letting club members have the resident rate
- Greens not consistent

Online Reviews

The lack of an organized effort at MGC to increase the social media and online comments is evident in the lack of current feedback on the web. In searching sites such as Yelp, Golf Advisor, Greenskeeper.org and Facebook there are limited postings. On Facebook and Yelp there are pages for both Montebello Golf Course and Montebello Country Club. On Yelp both names have reviews but on Facebook only the “country club” site has active postings, which seem to be geared towards tournaments. There are both positive and negative comments listed with the issue of bunker sand being the biggest recurring theme. To properly manage reviews, the confusion over the “golf course/country club” name should be stopped and there should be an active program at the course to solicit reviews and respond to them. The following pages contain screen shots of some of the most recent reviews of MGC.

The screenshot shows a Firefox browser window with the address bar displaying https://greenskeeper.org/southern_california/los_angeles/Montebello_Country_Club/. The page content includes a sidebar with local weather for Montebello, CA (76°F), a 'Review Course' button, and a list of four reviews. The reviews are as follows:

Reviewer	Rating	Conditions	Likes
1. 24hourgolf	4.7	Good	9
2. weber	3.9	Conditions	8
3. 24hourgolf	5.2	Conditions	8
4. 24hourgolf	5.7	Conditions	1

The reviews provide detailed feedback on the course conditions, including mentions of bunker sand, fairway quality, and tee box maintenance. The page also features a 'Shaper's Notes' video, a map of nearby courses, and a section for practice facilities.

Stakeholder Feedback







Start your review of **Montebello Country Club.**



Andrew V.
Los Angeles, CA
 50 friends
 8 reviews
 4 photos

 10/17/2017

Great golf course!! Always a challenge but wide open fairways help

Helpful and friendly staff

Bartenders are always fun to chat with



Was this review ...?

 Useful

 Funny

 Cool

Stakeholder Feedback



Sort by **Newest First** ▾

Language **English (13)** ▾







Start your review of **Montebello Golf Course**.



Jay G.
Montebello, CA
 0 friends
 5 reviews
 1 photo



9/18/2017
This place is the worst golf course i have played lousy service. The course was in bad condition and the staff is rude save you money and play some were else....

Kenneth M. voted for this review

 Useful 1

 Funny

 Cool



Frank H.
Anaheim, CA
 5 friends
 6 reviews



4/21/2017
Always played here with a group of 10 or more and today one of the employees (Hispanic) told one of the group to quit during hole 16. Then he told us to quit while we were already finishing the 18th hole.
It's not that he told us to finish, the issue is the way he approached us to finish during the last hole. He was rude and unprofessional. I understand they need to close but needs to be more polite to paying customers. He needs to understand that we are paying customers and we all pay for his salary.

1 person voted for this review

 Useful 1

 Funny

 Cool

Agreements and Operating Options

VI. Current Agreements and Operating Options

Current Agreement Analysis

Presently, the City's course is described as a hybrid between full self-operation and a facility lease. This model combines elements of self-operation (course maintenance) with elements of a facility lease (golf operations and food and beverage concession agreements). Under the current model, the City is responsible for maintaining the course, relying on concessionaires for selected other golf operations and food and beverage functions.

The golf operation, including collection of fees and staffing, has been provided through a concession agreement with Thomas Camacho since 1992, with the agreement expiring in 2025. Presently, the City sets pricing and policies, and administers the overall program. Under the current model, the City receives 98% of the greens and cart fees, and 50% of driving range revenue. There are several items missing from the existing golf agreement that today are more standard in the industry. Some of those items are as follows:

- Termination for convenience clause on behalf of the City.
- Requirement to prepare a marketing plan
- Annual audit requirements
- Right to entry and audits of tee sheets and cash drawers
- Record retention
- The City's right to hold the domain name, logos, web site, Facebook, Instagram, Twitter, and data base of golfers, tournaments, members, etc. This could be part of the addition of a new POS.

Food and Beverage services have been provided under a separate concession agreement with Quite Cannon Montebello Inc. since 1978, with the agreement expiring in 2064. The food and beverage agreement term is much longer than typical for this type of facility, and there is a sliding scale percentage rent payment that is based on gross revenues that reaches a maximum of 10% on revenues in excess of \$2 million. The current market for food and beverage leases do not contemplate a sliding scale. Fixed percentage rents averaging 8% of food product and 12% of alcohol gross revenue are observed.

In reviewing both agreements it is recommended that the City draft a single restated agreement which incorporates all of the existing amendments and encompasses all of the City requirements, thereby making contract administration less difficult. This concept may be more feasible with the food and beverage agreement due to the length of term.

The primary advantage of the current hybrid model is the level of control retained by the City in terms of setting policies, prices and standards for golf. A case can also be made that under the current structure, the City has substantial overhead support functions at its disposal from other City departments. It also is often argued that the entrepreneurial compensation (profit for services rendered) is retained by the public agency under this model, and most of the financial upside related to better than anticipated performance accrues to the City. The validity and value of these advantages is subjective. This situation primarily occurs in the golf department as

Agreements and Operating Options

the City receives concession revenue from the food and beverage operator with limited financial risk for day-to-day operations.

The principal potential disadvantages of the current model in golf include higher wage and benefit packages related to public employment, more restrictive labor policies, the absence of “best practices” in revenue generation, and bureaucratic constraints which inhibit management’s ability to adapt and respond quickly to changing market practices and conditions. In addition, the current model involves multiple providers of service other than the City, which potentially may create conflicts and inconsistent service levels. Most golf analysts strongly believe that there are significant advantages to controlling the entire golfer experience through providing all of the functions at the golf course under one management entity. However, in order to maximize expertise, it is not unusual to see a separate food and beverage operator used. This scenario is more evident when the operation entails a large catering operation. Under the current operation, most of the financial risk for golf operations is borne by the City.

Alternative Operating Options

The following section presents a description and information regarding various forms of golf course management as available options for future operations of MGC. There are three basic golf course operating options that have been analyzed and could be available to the City of Montebello:

- Current Model with Maintenance Outsourcing
- Facility Lease
- Full Management Agreement

In addition to these basic options, there are numerous permutations, which would create alternative hybrid models. All of the operating options require City oversight responsibilities including contract monitoring, budget preparation and review, management oversight, and the like. The operating models require various degrees of City participation.

Current Model with Maintenance Outsourcing

One variation of the traditional hybrid model involves contract golf course maintenance, while retaining a golf operations concessionaire and food and beverage concessionaire. This may be the most feasible immediate option for the City of Montebello due to the number of years remaining on golf concessionaire agreement.

In this model, maintenance is provided by a private landscape provider, such as Brightview, Golf Maintenance Solutions, or International Golf Management (IGM), on a fixed fee basis subject to standards and practices established by the City. In most cases the contractor will supply golf course maintenance equipment. Also, it is important to note most of these agreements do not include utilities as part of the fixed fee and those remain the responsibility of the City. In many cases this type of agreement can result in enhanced playing conditions by employing some of the labor cost savings into intensified maintenance resources. Examples of outsourcing

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golf course maintenance include DeBell in Burbank, Anaheim Hills and Dad Miller in Anaheim, and Alhambra Municipal in Alhambra.

The primary disadvantage to contract maintenance relates to the fixed fee structure of compensation. Should the economics of the facility change during the agreement term due to factors such as the economy or weather the City does not share in any windfall gains. For example there are no labor savings for rainy days. Of course, the City also is not liable for unexpected increases in operating expenses. In all cases these agreements are only as good as the specifications that are stated in the agreement, and City oversight is still required. Projects that are over and above the scope of maintenance services are an additional charge to the City.

Golf Facility Lease

Under this option, the golf course is leased to a private golf course operator who provides course maintenance, golf operations, and overall facility management services. The food and beverage operation may be included under the golf course facility lease or provided under a separate lease to a dedicated food and beverage operator. The operator's lease payments typically are based on a minimum rental payment versus a percentage of golf, merchandise, lessons, and food and beverage departmental gross revenue. Under a typical facility lease, the lessee receives 100 percent of the revenue and is obligated to fund required capital improvements, operating expenses, and a reserve for ongoing capital improvements. As such, the financial risk is largely borne by the lessee. The term of the lease is negotiable, although the length generally is related to operator capital improvement levels and rental payment terms.

There are many examples of the facility lease model, although most of these leases were negotiated 15-30 years ago. All of the Los Angeles County courses and the City of Long Beach courses are operated under a facility lease, as are several other municipal courses in Southern California.

In general, the facilities are leased to a management company with a minimum lease payment versus percentage rents. The contract specifies performance standards, required capital improvements and a range of contractual terms. When analyzing existing agreements is important to note the agreement date, as the economics of the golf market and competitiveness in the golf management industry during the 1990-2000 period are reflected in more favorable lease terms to the lessor, with the most recent agreements somewhat adversely influenced by soft golf market conditions since 2001.

Lease Term

The term of the most facility leases generally ranges from 15-30 years. When front-end lessee capital improvements are required, which generally is the case, the term of the lease must be long enough to amortize these capital expenditures. The length of the term normally is a function of the level of capital improvements. There is a current trend to look at shorter term leases (ten years) with options that allow both the City and the Operator to make adjustments based on current market conditions.

Agreements and Operating Options

Minimum Rent

The minimum rent typically is established at about 75 to 80 percent of the expected “percentage rent” amount. The minimum often is adjusted annually to reflect about 80 percent of the average of percentage rents paid during the prior three to four years operation, but never less than the preceding minimum rent level.

Percentage Rents

Percentage rents vary by golf department, although often a composite rate is applied to greens fees, cart revenue, and driving range revenue. Merchandise, food and beverage, and other minor departments generally have lower individual percentage rents primarily due to the relatively small operating profit margins on these goods and services. The percentage rents are a function of the length of term, required capital improvements, utility sharing agreements, and the replacement reserve requirements. The rent percentage may increase over the term of the lease. The higher the capital expenditure requirement, replacement reserve, and costs associated with utilities and other course operations, the lower the percentage rent structure. Also, the market strength and potential profitability of the course strongly influence percentage rents.

Fees and Operating Policies

Under most municipal facility leases, the lessor (City) retains substantial control over setting fees and establishing operating policies. As well, specific guidelines such as maintenance standards are in-place or negotiated as an integral part of the lease terms. While changes in fees and policies normally require City approval, in practice, the lessee has greater influence in modifying fees and terms that financially benefit the operation. In some cases the lessee is given control over rates in order to adapt a more market based rate process. Moreover, regardless of the rigor of the lease agreement, a number of “gray” areas such as level of course conditioning generally remain which may be exploited by the lessee.

Capital Improvements

Most facility leases call for capital improvements to be funded by the lessee. A list of improvements is specified and a time frame for their implementation is established. The capital improvements requirement varies widely base on facility needs and length of term. In some cases the capital investment is spread out over several years to prevent the “front loading” of an agreement.

Capital Improvement Replacement Reserve

Generally, some provision for establishing a reserve for ongoing future capital improvements is stipulated. The replacement reserve is normally a percentage of greens fee revenue, with the percentage depending on anticipated future capital requirements, the age of the course, and the front-end capital expenditure requirement. Usually, the replacement reserve is in addition to percentage rents, but sometimes the reserve funds are credited against rent payments.

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Utilities

Typically, the lessee is responsible for utility costs. However, due to the high cost of water in California, there may be some cost sharing of utilities, or some protection provided the lessee in terms of ceilings or caps on utility rate increases.

For facility lease agreements, the market potentials, specific course maintenance requirements, areas of lessor/lessee responsibility, and other contract terms must all be considered in establishing an equitable lease structure. Thus, while the experience of other courses can serve as a general guideline, specific consideration should be given to the unique characteristics of the City's golf course. For Montebello, the golf course's excellent location and market strength, as well as needed capital improvements, would be reflected in the contract terms. Further, the overall objectives of the City will influence the structure of contract terms.

Other Items

The market for golf leases with municipalities has been substantially affected by the soft golf market conditions experienced over recent years. The number of qualified investor/operator groups which have an interest in such agreements has declined sharply, and the rent structure has generally been modified downward. In many instances, municipalities desiring leases are faced with the option of having to select groups with limited experience in exchange for the lessee's willingness to invest private capital and commit to reasonable rent payments.

It also should be noted that with the softening of golf markets in California, there have been a number of initiatives on the part of lessees to renegotiate lease terms, particularly relating to courses which negotiated new leases in the 1995-2000 period. Specifically, since 2001 a number of lessees have requested rent adjustments to compensate for declining golf play levels, associated revenues, rising water costs, rising labor costs, and to assume continued lessee funding for capital improvement obligations. In the cases where rent concessions have been granted by the lessor, rent terms have been modified by reducing base and percentage rent levels, with significant increases in potential participation by the lessor in revenue above the current threshold.

The primary advantages of the facility lease option include a guaranteed minimum rent payment to the City, potential benefits of professional golf management, limited required participation by the lessor (City), minimum financial risk to the City, and private capital improvement funding availability. The primary disadvantages of the facility lease option include waiving some control over operating policies and procedures, commitment to longer-term agreements, and limited participation in upside financial performance.

Management Agreement

This option relates to a fee-for-service agreement with a Director of Golf, General Manager or an outside management company. Golf and food and beverage functions may be combined or separated, but the structure is the same. All functions would be under the authority of the contract golf director, General Manager or management firm. Under a typical management agreement, the facility owner (City) receives all revenues and is responsible for funding all capital improvements, operating expenses, and reserves for ongoing capital reinvestment. In addition, the owner (City) pays the operator a fee for management of the facility. In effect, the

Agreements and Operating Options

professional operator serves as the City's agent in managing, operating, and managing the golf facility. Management compensation typically consists of a base fee, plus performance incentives.

Increasingly, public agencies are moving to a management contract approach to operations and maintenance. Examples of this structure include Olivas Links and Buenaventura in Ventura which are managed by Kemper Sports, Los Robles in Thousand Oaks which is managed by Arcis Golf, Green River Golf Club near Corona managed by CourseCo, Encinitas Ranch in Encinitas by JC Resorts, and Black Gold in Yorba Linda by Kemper Sports.

As previously indicated, under this structure, the City receives all revenue and is obligated to fund all maintenance, operating and administrative expenses, including a management fee. The management fee is in addition to all on-site salaries and expenses. The basic terms and conditions of the agreements are discussed below.

Term

Generally, management terms are five years in length, long enough to allow a firm to amortize its initial efforts to establish policies, procedures, and systems, and to ensure sufficient job security for key employees. Longer terms offer little advantage to the owner. The renewal of an agreement typically is for a period of three to five years. The terms may be influenced by conditions dictated by the financing instrument used such as tax-exempt bond IRS regulations. For example, the IRS has a number of stipulations imposed to ensure a management contract does not result in private business use of a bond-financed facility. Among other things, the IRS restricts contracts which give the service provider an ownership or leasehold interest or provide compensation for services rendered based in whole, or in part, on a share of net profits from operations of the facility. Specifically, the IRS will allow agreement terms up to 15 years, but the structure of compensation is specific to the term. With 15-year agreements, at least 95 percent of the total compensation must be fixed/guaranteed. At 10 years, at least 80 percent; and at 5 years, at least 50 percent must be fixed/guaranteed. As well, in accordance with IRS regulations, incentive compensation cannot be based, in whole or in part, on a share of net profits, and thus must be based on gross revenue or expense thresholds.

The IRS also requires the management agreement to have an agreement cancellation option for the owner, typically at the end of three years. In cases where a cancellation provision is required by the financing authority, management companies have not objected

Compensation Structure

For moderate volume courses (\$2.0-\$2.5 million in annual golf/greens, carts, range) revenue, the base fee generally ranges from \$80,000 to \$140,000 per year. Compensation typically consists of a base, or guaranteed fee, plus an incentive fee. For high volume courses (\$3+ million in golf revenue), the base fee generally ranges from \$150,000 to \$180,000 per year for 18-hole courses. Incentive fees are structured such that expected performance would result in additional compensation of \$40,000 to \$100,000. Total compensation, assuming budgets are met or slightly exceeded, for moderate volume 18-hole public courses, generally ranges from \$120,000 to \$160,000 per year. While there are many ways of structuring incentive agreements, it is generally more effective to key them off of net operating income, or gross revenue above established threshold levels, with incentive payments equaling anywhere from 25 to 100 percent of the base fee.

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The compensation noted above relates to agreements where all management staff, including day-to-day accounting, are onsite, and there are no reimbursements for corporate support functions, marketing, or other normal offsite management services, including routine travel. The cost of some extraordinary services (e.g., legal, specialty agronomical consulting, etc.) may be borne by the golf course owner.

Overall, total compensation should represent about 4 percent of total gross revenue. The 4 percent allowance is an industry standard which most professional golf management firms utilize when allocating home office services for courses they own and operate.

It is generally desirable for at least one-quarter to one-third of total compensation to be incentive-based. Again, the type of financing may influence the structure of the compensation and limit the portion which is incentive-based.

Base Fee Adjustments

In many agreements, the base fee is inflation-adjusted. This is a negotiable point, and typically relates to the structure of incentive compensation, which often serves as an inflation hedge.

Management Services

Offsite management services covered under the management fee include, although are not necessarily limited to, the following functions:

- Personnel/Human Resources
- Training
- Payroll and Benefit Administration
- Management Reporting and Accounting Systems
- Internal Audits
- Budgeting Support
- Marketing Support
- Agronomical Support

Typically, all of these services are included under the management fee. If not, an accordingly lower management fee would be expected. While the management company provides these services, they do so, in effect, as the agent for the City. The City determines the fee structure, establishes policies, and has the right to approve compensation, employment practices, and other similar items. Clearly, the management firms provide input and recommendations, but ultimately the City retains near-full control over all operating decisions.

Other Provisions

Daily accounting and management system reports are an integral part of the golf course operation. This daily function can be provided on-site by golf course administrative staff, or at the home office of the management company. When provided by on-site staff, the expense is borne by the course like any other operating expense. When provided off-site by the management company, there often is a separate charge to the City, in addition to the basic management fee.

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There may be other services provided by the management company, which are reimbursed by the City separately from the management fee. Examples include travel expenses by home-office management staff, outside agronomical evaluations, and the like. All of these elements of the management agreement are negotiable, and clearly, the overall compensation consists of the sum of the base fee, incentive fee, and reimbursements.

The primary advantages of the management agreement structure include the benefits related to professional golf course management, lower wage and benefit structure related to private sector employment, shorter term contractual commitments, full control over the overall golfer experience and operations, and full participation in upside financial performance. The major disadvantages of this form of operation include greater participation required on the part of the contractor (City), financial risk, and inability to attract private capital.

Summary of Operating Options Strengths and Weaknesses

Each option offers advantages and disadvantages relative to economic performance, city control, maintenance and influence on policy-making, more responsiveness of the operator, and efficiencies relating to one operating quality, required city involvement, and other factors.

The current hybrid model, while having some benefits in terms of quality control, support from other City departments, and upside financial participation, has many deficiencies. There are three significant disadvantages to the current model. The first two are the higher costs associated with public sector employment, and financial risk. The third is the City's inability to operate in a business-oriented, entrepreneurial manner that allows management to adapt and respond to dynamic market conditions. The lack of direct oversight to coordinate the various functions provided by multiple providers is problematic, potentially resulting in lower revenues, less efficient operations and a diminished golfer experience. The first two are policy decisions related to City objectives and risk tolerance. The third issue can be addressed through either hiring a dedicated golf manager (city staff or consultant) or assigning these duties to a current staff member with golf experience.

Contracting golf maintenance offers a solution for reducing the high cost of public employees for a fixed annual fee. In many cases this will allow additional funds generated through labor cost savings to be allocated towards improving golf course conditions. However, it is important to note that this model may not reduce overall cost to the City. Such cost savings will depend on the disposition of the existing City golf course maintenance staff. In some cases, a portion of the staff may elect to work for the new management company but in the case of longer term City employees it is more prevalent that they are re-assigned to other City departments or retire. If there are not a sufficient number of open positions, City staff may need to be carried in other departments as over-hires.

Additionally, under a contract maintenance agreement, the City is still responsible for all utility costs plus any "projects" that are not included as part of the day-to-day maintenance of the facility. Establishment of a CIP fund can assist with this issue. The term of any maintenance contract should be aligned with the golf concession term allowing the City to explore further options for a one-vendor solution to golf operations and maintenance in 2025

Agreements and Operating Options

The turnkey facility lease often yields a reasonable financial return to the city and requires the least city involvement, but maintenance and golf operations service levels may be below those desired by the City. As well, the City typically relinquishes at least some control over golf practices and policies, much of which may be due to contract “gray” areas. In addition, in the context of a challenging golf environment, the market for leasing golf courses is relatively weak at this time. A major advantage of the turnkey operation is that normally substantial capital funds can be attracted from the private sector for course improvements, with the amount directly related to the length of the lease term.

A fee-for-service management agreement offers many advantages such as maintaining greater authority managing the facility. Since the city would receive all revenues and expenses under this option, the financial return to the city may exceed that of a turnkey facility lease, but carries with it additional financial exposure. At present, service contracts are more prevalent in the private sector (management of daily fee golf courses). However, there is an emerging trend toward this option in cities primarily as a result of cities seeking to maintain greater control without giving up the benefits of private sector management and operation.

Both the turnkey lease and fee for service management models are viable alternatives for the City in 2025, although, as noted, the market for facility leases has weakened considerably over recent years.

VII. Other Items

Facility Overview

The overall drive-up appeal of the facility is very good. Entry signage is well done but again uses “country club”. The parking lot is adequate but will soon be in need of repair and striping. There is lack of aesthetic appeal to the exterior of the pro shop. The addition of some outdoor tables and chairs along with some background music would help mitigate this drawback. The interior of the pro shop is very clean and organized. The golf operations concession agreement calls for a minimum \$50,000 in retail merchandise inventory in the shop. In its current state, it is minimally stocked compared to comparable courses, and it is recommended that the inventory level be reviewed to ensure the standard is being met. The golf staff is not in uniform or wearing nametags, which is a current contract requirement.

The range is in a good location, although there is a general lack of curb appeal of the driving range area. The range is hampered by limited hours of operation due to the landing area's short length where balls may fly into the maintenance area. The range landing area also is lacking defined targets and turf coverage. According to staff, the poor turf coverage is largely due to its ongoing use as overflow parking for the Quiet Cannon operation. The range tee line and building are in need of cosmetic clean-up to improve the appearance of the facility.

The men's locker room is in disrepair with leaks throughout the ceiling and overall very “tired.” It is recommended that the City determine if this is the highest and best use for this space and either make the necessary upgrades and repairs or reallocate the space. The restaurant and bar area are very well done with an attached outdoor seating area and supported by golfers and non-golfers alike.

The golf course is in good condition with adequate turf coverage in most fairways. There are some noticeable amounts of clover and other weeds on tees and fairways. This can be addressed through fertilization and herbicides. The greens are in excellent condition and putt very true. The bunkers on the course are a major issue. There is little or no sand in the majority of the bunkers throughout the course, and in some cases the liner is exposed. The bunkers are also very large making the addition of sand a major expenditure. If feasible the City may want to consider looking at eliminating and or reducing the size of some bunkers. This may have some initial up-front cost but will help reduce future maintenance and replacement sand cost. An example of a large bunker that may be able to be reduced is the #9 greenside bunker. Any bunker project should initially focus on greenside bunkers, and secondarily the fairway traps.

There is not a restroom on the front 9 and the restroom on the back 9 is in need of some refurbishment. The front 9 restroom was eliminated during the hotel construction and the location is currently supported by a single portable toilet. There is ample room in the area of the 6th tee to build a new restroom and not slow down play or detract from the hole.

The blue permanent tee markers are located in the very back of most tee boxes leaving little or no room behind them for teeing ground. This can cause some complaints from golfers as the “blue tees” are always in front of

the permanent marker. Primarily placing the permanent tee markers at the back of the tee is done when the course is looking for more scorecard yardage. From a maintenance and set up perspective it is best to have permanent markers in the middle to back third of a tee in order to facilitate proper course set-up and handicapping.

Tee Sheet/Point of Sale

Montebello Golf Course currently utilizes an iNovah cashiering system at the facility. This is part of the Citywide cash-control system that is not designed for golf. It is a standard practice in the golf industry today to utilize a golf related Point of Sale (POS) provider with an integrated tee sheet. This type of system provides linkage of the tee sheet to the POS system for detailed audit and reporting through many pre-determined filters. Some of the more popular systems in use in the market include EZ-Links, TeeSnap, Golf Now, and Club Prophet. Many of these systems can be either cloud-based or server-based at the course. Being able to ascertain when rounds are played and when MGC is underutilized is the basis for developing a successful marketing plan. An electronic tee sheet will allow the capacity for online reservations and linkage to third party sites to increase golfer access. Other advantages of a POS system include:

- High speed credit card authorization that is tied to the tee sheet and all transactions
- Ability to track guest spending habits
- Ability to have a guest loyalty program
- Event management software
- Detailed real time reporting
- Ability to make real time pricing decisions, with distribution to a wide audience
- Ability to collect customer data for email marketing
- Easy gift card sales and tracking
- Tracking of no show and short show groups

Tee sheets are currently operated manually and retained for no set period of time. There should be a retention policy for tee sheets and the ability to audit by transaction number from the POS to the paper tee sheet. It is highly recommended that the City move quickly to eliminate the use of a paper tee sheet and go to an electronic tee sheet as soon as possible. Other cash control/ tee sheet issues that were observed include:

- No accounting for complimentary play
- No listing of player's names that are in each group; rather only one name is on the tee sheet.
- No tracking of no shows or short show groups
- No visible way to determine if someone has paid other than an X placed by the name on tee sheet.
- Cash drawers can be opened without using the computer
- No pairing of groups when taking reservations
- No updating of tournament contracts

An example of where good tracking is needed relates to golf course use by the Montebello Men's Club. The Club receives permanent tee times every Saturday and Sunday up to 3.5 hours each day. There is a policy in

place to call in by Wednesday to let the course know if they are going to have less than 4 golfers or have to cancel. There is no way of tracking if this is being done or of tracking if there is a no show or short show problem on the day of play. It is recommended that a policy be developed to track this, and a fee be charged for any no show or short show that cannot be filled by the waiting list unless the person has called in by Wednesday. An additional disadvantage of this is that MGC has no way to communicate the availability of the times should someone call in on Wednesday. By having an online tee sheet, open slots due to cancellation are immediately available to the market.

E- Mail

Direct-to-Customer marketing allows management to communicate one-on-one with golfers. The most common Direct-to-Customer marketing strategy is through email marketing. An email marketing program will build customer loyalty and create new customers. According to the Direct Marketing Association, email is the number one digital channel for ROI. Email will help generate leads for events. To have a successful email program management requires a database of a minimum of 2,000 to 5,000 golfers. Most facilities do this through three main channels. First is through the point of sale system. Golfers email addresses are collected either at time of reservation or time of check-in, and then uploaded into the database. Second is through the website. Most modern websites include a portal to sign up for an ‘E-Club’ to receive offers. Third is through manually collecting data at the facility. Some facilities will opt to purchase a list, which is a viable alternative as long as it is a list that can be verified as to being applicable to the facility. The National Golf Foundation offers lists broken down by geography that can help jump-start a program.

Online Presence

Currently Montebello Golf Course has very little presence online. It can be somewhat confusing as MGC is reviewed on YELP as both Montebello Golf Course and Montebello Country Club. On Golf Advisor it is identified as Montebello Country Club. The same is the case for greenskeeper.org. The use of the tag “country club” can be confusing to the golfer as in most cases it is used to identify private member clubs. It is imperative to establish a single brand that you use to market the facility. Once that is done you can design an appropriate logo to identify the brand.

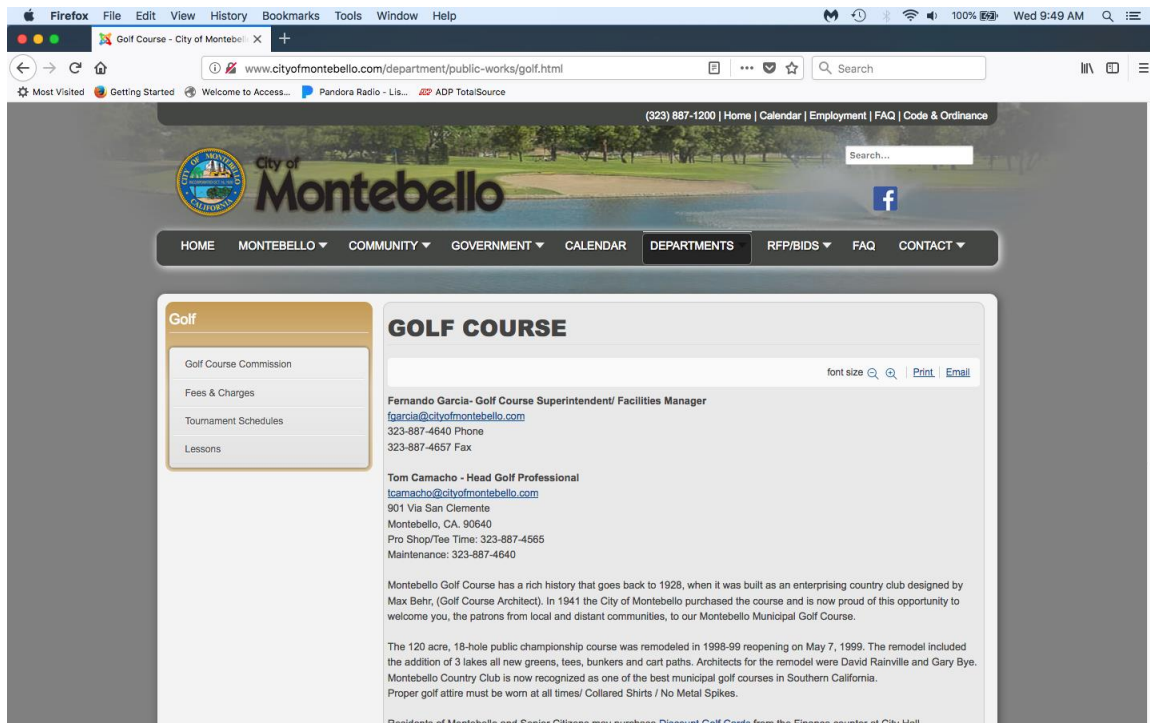
Online marketing has become the number one way to reach new customers and communicate with existing customers. A professional website with the correct key words is critical to online success. A good web site will strengthen the MGC brand and maximize revenue potential from the web. Having a professional website allows collection of email data and communication of programs and events to a larger audience. Additionally, the website must be formatted for use on mobile devices. Not having a professional website with the availability to book online tee times and promote MGC is at a competitive disadvantage in the marketplace. The Quiet Cannon has an informative website but should include a link to the golf course. Once the course has a site it should link to the Quiet Cannon site.

Other

The screen shot below screen shot is of the Google landing page for MGC when clicking on the website tab.

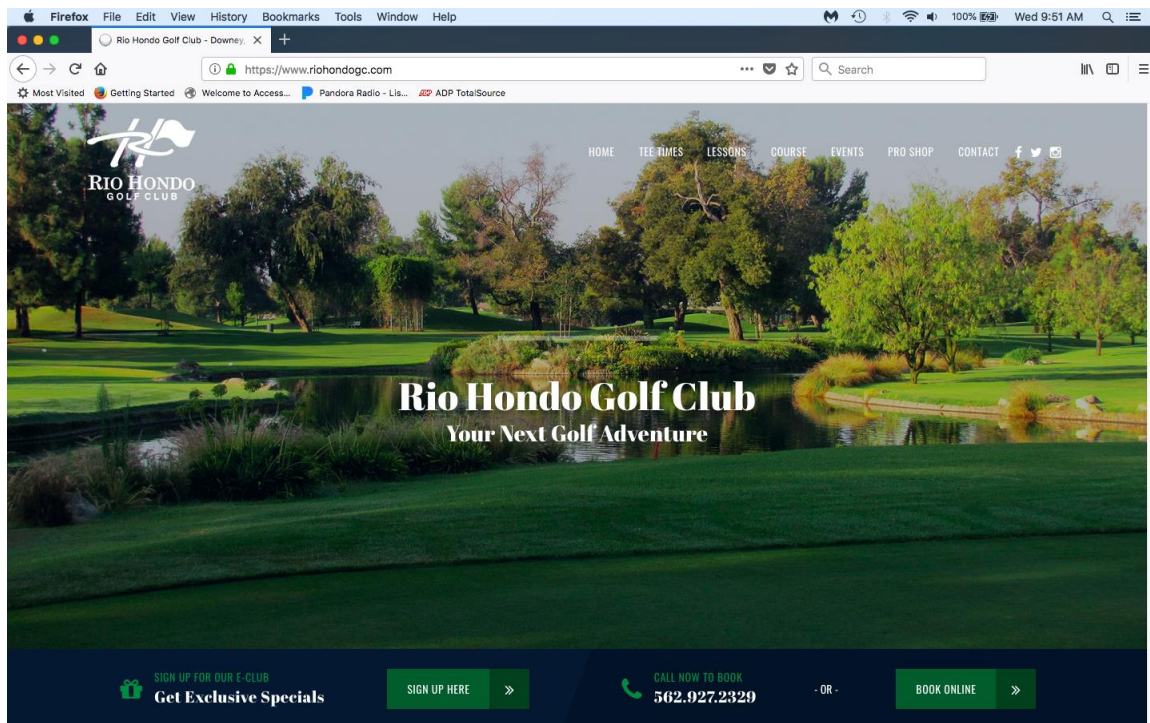
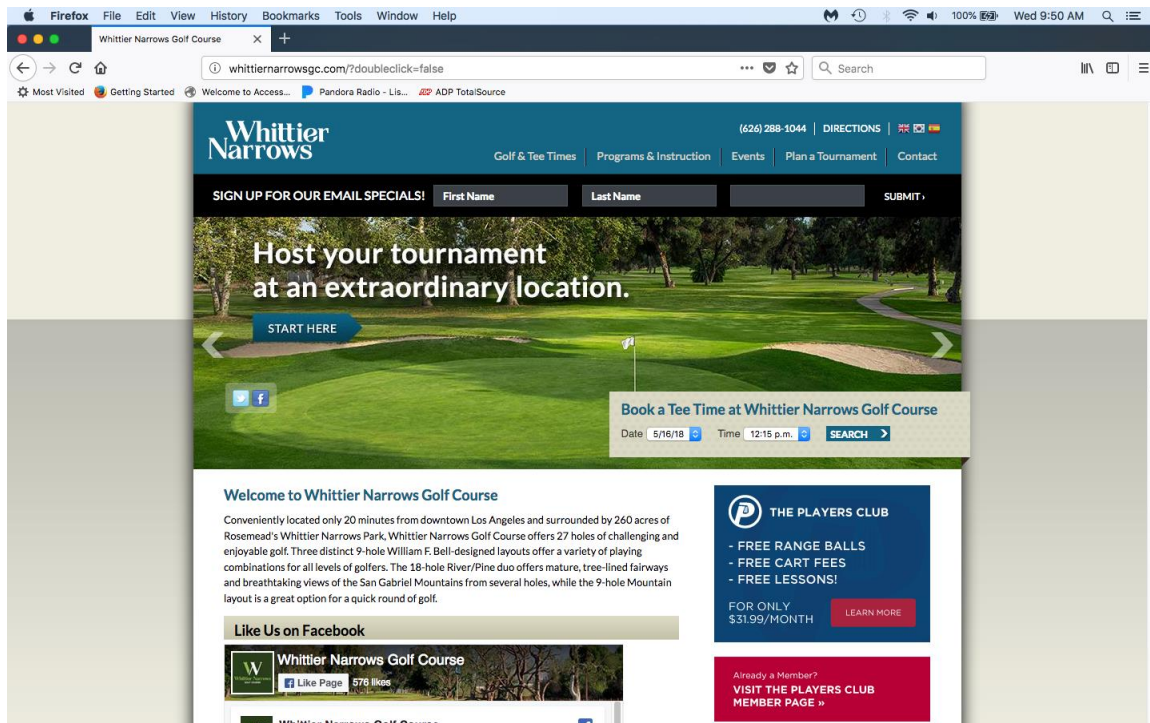


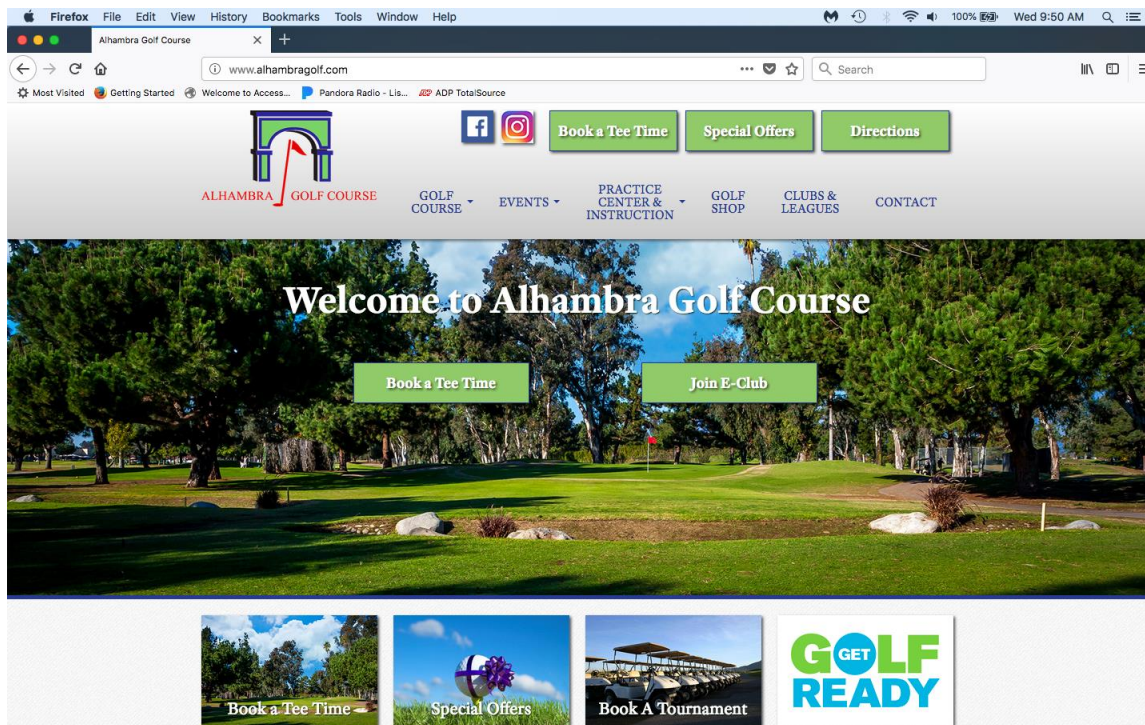
Navigating to the golf page reveals the following for MGC.



Other

Conversely here are examples of the landing pages for MGC's competitors.





It is easily seen that these websites offer the consumer much more information about the facility and are more inviting. Most of them include an easy “call to action” for the consumer such as “Book a Tee Time”, “Join E-Club”, or “Book a Tournament”. A professionally prepared website can enhance MGC’s position in the market, attract new customers, and help build a database for email marketing. Website design can be created through trade-out with many POS providers or acquired on a fee basis through companies that specialize in golf such as 1-2-1 Marketing and Cybergolf.

Player Development

In their 2017 Golf Industry Report the National Golf Foundation states that the number of people interested in learning the game of golf has risen to 12.8 million. This is up 1 million from 2016 and double what it was five years ago. This trend may suggest that a robust Player Development program, coupled with a play and practice membership, could be successful at MGC. The most successful area programs involve a monthly fee to receive a set package of benefits. These programs normally include discounted greens fees, range balls, and a weekly or monthly free golf clinic. This type of programming also builds loyalty to the facility.

In many golf operations, instruction is an area that is neglected due to the apparent lack of potential profit. Many believe that not only can instruction directly contribute to the bottom line, but it also has a very large residual impact on other revenue centers. An instruction program can be built through e-marketing efforts by including more instruction information on the website, taking sign-ups for clinics online and including instruction information on email communication. In addition, efforts can be expanded to partner with the Parks and Recreation Department, local schools and businesses.

Tournaments

Tournaments currently account for 11% of the total play at MGC, the largest portion of that being the “non-profit” play which make up 57% of total tournament play. The rate for the non-profit tournaments at \$32 is competitively priced for the market. For all other tournaments, the \$44 rate for weekday events is \$11 higher than LA County and the \$54 weekend rate is \$5.50 higher. MGC should consider eliminating the non-profit and offer a weekday and weekend event rate that is competitive to the market.

There is an overriding issue with the food and beverage concessionaire in regard to tournaments and outside food and beverage. Currently the concessionaire charges \$1,200 for an event to have “on course” food and beverage during the event. In discussions with the food and beverage concessionaire that charge can be reduced based on overall food and beverage purchases of the event. It is common for facilities not to allow outside alcoholic beverages due to liquor license issues and liability.

Capital Improvement Funding

Currently at Montebello Golf Course there is no long-term funding mechanism for capital improvements. Requests for any funds need to be made through the annual budget process and is subject to ongoing budget pressures. For the enterprise fund to plan for current and future capital projects it is commonplace for a CIP funding mechanism be in place. For some facilities, a portion of the green fees is allocated to a CIP Fund. For example, the County of Los Angeles allocated \$1.50 per 18-hole round and \$.75 per 9-hole round to the CIP fund, along with a portion of the rent paid by their lessees. It is estimated that by using the same per round model MGC could generate up to \$50,000 annually in CIP dollars once rounds reach stabilization.

Another potential source of CIP funding would from the cell tower income. In some instances when a cell tower is located on the golf course the revenue that is generated from that tower is allocated for golf facility capital improvements.

Financial Impacts

VIII. Estimated Financial Impacts

Revenue

There is potential to increase revenues by increasing play at the MGC and by implementing selective price increases, new fees, and range programming. It is assumed that an additional 16,000 rounds could be generated at stabilization (3 to 5 years) through proper marketing using online channels and development of a strategic online presence. Potential impacts of these changes are outlined in the following paragraphs and summarized in Table VIII-1.

Currently the average green fee at MGC is \$24.30. An average rate of \$16.69 has been used in the analysis for the incremental rounds, producing an additional \$267,000 in green fee revenue, along with a \$5 increase to the resident 18-hole rate and a \$3 increase to the senior resident 18-hole rate which add \$40,000. Using fifty percent ridership, the incremental 16,000 rounds should generate additional cart revenue of approximately \$72,000 annually at a \$9.00 average fee. Range programming, along with raising the fence heights, could produce another \$24,000 to \$50,000 annually to MGC.

Expenses

Due to the current length of contract for the golf concession, the most beneficial expense solution would be to contract golf maintenance to a third-party vendor. The contract maintenance option would save the City approximately \$436,000 per year in costs. The cost of golf concessions, cart maintenance, tree trimming, utilities, liability insurance, administrative costs and bond payment are assumed to remain unchanged. It may be possible to include the golf cart maintenance function in the contract maintenance further reducing City costs. It is recommended to align the term of any maintenance contract with that of the golf concession agreement. This would give the City the most options and flexibility for future operations.

While contracting will reduce the cost to the enterprise fund, the overall costs to the City may not be reduced depending the final determination on how to address the existing City employees. Depending on length of service, some staff may elect to work for the new operator. Others may be able to transfer to fill open spots in other City departments. In some cases, employees may be temporarily carried as “overhires” within the City system until permanent positions become available.

A Capital Improvement Fund based on \$1.50 per 18-hole round and .75 per 9-hole round to assist in future CIP needs at MGC is recommended. An allocation has been added for additional operational support to implement marketing and sales initiatives.

Financial Impacts

Summary

Based on the factors and assumptions noted above, projected net income at stabilization, expressed in constant 2018 dollars, is presented in Table VII-1. As shown, with continued City golf course maintenance, the required subsidy is reduced from its current \$1.475 million level by about \$680,000 to approximately \$800,000. A reduced water budget accounts for \$300,000 of the savings. With contract maintenance, the subsidy is reduced further to about \$350,000 per year.

Table VIII-1 Montebello Golf Course Financial Projections (\$000)			
	Current MGC 2017-18	Stabilized New Revenue with City Maintenance	Stabilized New Revenue with Contract Maintenance
Rounds	34,678	51,409	51,409,
Green Fees	\$843	\$1,150	\$1,150
Cart Fees	420	495	495
Range Fees	72	100	100
Total Golf Revenue	\$1,335	\$1,745	\$1,745
Golf Revenue per Round	\$38.49	\$33.94	\$33.94
Special Events	142	177	177
Total Revenue	\$1,477	1,922	1,922
Labor w/ Burden	1,216	1,216	200
Other Costs	576	576	322
Maintenance Contract	n/a	n/a	780
Water*	516	206	206
Power	83	85	85
Lease (golf carts)	50	50	50
CIP	---	---	50
Liability Insurance	52	52	52
Operational Support		70	70
City Overhead	110	110	110
Total Operational Cost	\$2,603	\$2,365	\$1,925
Bond	349	349	349
Total Expense	\$2,952	\$2,714	\$2,274
Net Income/(Loss)	(\$1,475)	(\$792)	(\$352)

*Future water cost based on City 2018-19 budget

Revenue Assumptions

- Current Revenues based on average 2017/18 actuals. Expenses are FY2017/18 actual
- Projected greens fees revenues based on \$5 increase to resident 18-hole fees and \$3 increase to senior resident rate, plus additional 16,000 rounds at \$16.69 average greens fees.
- Cart revenue projection based on 50% ridership on 16,000 rounds at \$9.00 per rider
- Range revenue projection based on 16,000 rounds at \$1.75 per round

Financial Impacts

Expense Assumptions Maintenance Contract Scenario

- City labor in the maintenance agreement analysis reflects city supplying the labor for the golf cart attendants and cart mechanic.
- Other costs are associated expenses with the maintaining the cart fleet at \$22,000, golf concession at \$280,000, and annual tree trimming at \$20,000.
- Maintenance contract based on \$6,500 per acre cost. This cost may vary based on scope and equipment needed.
- CIP fund of \$1.50 per 18 hole round and .75 on 9 hole rounds
- Includes addition of \$70,000 a year in fees for additional support for marketing and sales initiatives.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO INCREASING EXISTING FEES AND CHARGES
AT THE MONTEBELLO MUNICIPAL GOLF COURSE AND ESTABLISHING
POLICIES FOR THE USE OF THE GOLF COURSE**

WHEREAS, under the police power granted by Article XI, section 7 of the California Constitution, cities may impose fees, charges and rates for certain municipal services; and

WHEREAS, in addition to the authority granted by the State Constitution, Government Code section 66016 provides that a city may establish or increase fees or service charges for certain public services or access and use of City's property by resolution; and

WHEREAS, the City Council of the City of Montebello has determined that in order to continue providing effective service for the public welfare, the City must establish and increase fees and charges for certain municipal services which accurately reflect the City's true costs in providing such services; and

WHEREAS, many of the City's existing fees and charges for its Municipal Golf Course facilities no longer reflect the City's true costs in providing and maintaining the Municipal Golf Course services and facilities, as a result of increased costs borne by the City; and

WHEREAS, the City Council has determined that the fees and charges proposed in this Resolution are reasonable, fair and equitable in nature and are proportionately representative of the costs incurred by the City for the described services; and

WHEREAS, the preferential fees and charges described in this resolution reflect the support that such users provide the City via payment of other taxes and/or reflect the City's efforts to provide additional recreational opportunities to youth and seniors; and

WHEREAS, based on the information contained in this Resolution and all other information presented to the City Council on this matter, the City Council desires to establish new and updated fees and charges under the police power granted to cities by Article XI, section 7 of the California Constitution and pursuant to the provisions of Government Code section 66016.

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

SECTION 1. That the following Fees and charges for the Municipal Golf Course of the City of Montebello are hereby adopted effective November 4, 2018.

(a) GREEN FEES

(1)	Weekday Resident 18-hole.....	\$25
(2)	Weekday Non-Resident 18-hole.....	\$32
(3)	Weekday Resident 9-hole.....	\$14
(4)	Weekday Non-Resident 9-hole.....	\$21
(5)	Weekend Resident 18-hole.....	\$30
(6)	Weekend Non-Resident 18-hole.....	\$42
(7)	Weekend Resident 9-hole.....	\$16
(8)	Weekend Non-Resident 9-hole.....	\$26
(9)	Resident Senior 18-hole.....	\$17
(10)	Non-Resident Senior 18-hole.....	\$22
(11)	Resident Senior 9-hole.....	\$11
(12)	Non-Resident Senior 9-hole.....	\$18
(13)	Disabled, 18-hole.....	\$13
(14)	Disabled, 9-hole.....	\$10
(15)	Junior (Students/17&under).....	\$5
(16)	Weekday Twilight.....	\$21
(17)	Weekend Twilight.....	\$29
(18)	Tournament Fee Weekday (No Cart).....	\$44
(19)	Tournament Fee Weekend (No Cart).....	\$54
(20)	Tournament Fee Non-Profit (No Cart, Wkdays only).....	\$32

(b) CART RENTALS

(1)	18-hole.....	\$26
(2)	9-hole.....	\$20
(3)	Twilight	\$22

(c) DRIVING RANGE

(1)	Small Bucket.....	\$2.75
(2)	Medium Bucket.....	\$5.50
(3)	Large Bucket.....	\$8.25

(d) SPECIAL GREEN FEES

(1) Residents of the City of Montebello will be provided with discounted green fees as outlined in paragraph (a) 1-4. A \$20.00 annual resident card will be required to receive this discount. A resident must show a California Driver's License or California picture identification card and a utility bill. The resident card would be purchased at the Montebello City Hall Finance Department, issued in November and December and valid January 1, through December 31. Resident cards purchased during the year would be on a pro-rated basis.

(2) Senior Citizens will receive reduced green fees as outlined in paragraph (a) 5 and 6. For this policy a Senior Citizen is defined as 65 years of age or older. Senior Citizen fees are applicable on non-holiday weekdays only. Senior Citizen reservations can be made on (1) week in advance for starting times after 1:00 pm. The exception being if two (2) of the four (4) in the reservation party are full paid green fees, the reservations can be made prior to 1:00 p.m. A \$20.00 annual Senior card will be required to receive the reduced rates. A Driver's License or California picture identification card will be required for proof of age at the time of purchase of the annual Senior Card. The Senior card would be purchased at the Montebello City Hall Finance Department, issued in November and December and valid January 1, through December 31. Senior cards purchased during the year would be on a pro-rated basis.

(3) Senior Citizen residents of the City of Montebello will be provided with discounted Senior green fees on weekdays only as outlined in paragraph (a) 5 and 6. A \$20.00 annual Senior resident card will be required to receive the discounted Senior rates. A resident must show a California Driver's License or California picture identification card and a utility bill at the time of purchase of the annual Senior resident card. The Senior resident card would be purchased at the Montebello City Hall Finance Department, issued in November and December and valid January 1 through December 31. Senior resident cards purchased during the year would be on a pro-rated basis.

(4) Qualified individuals with a disability will be offered reduced green fees on non-holiday Mondays only as outlined in paragraph (a) 7 and 8. Individuals with a disability will be defined as individuals who have a physical or mental impairment that substantially limits one or more major life activities. Written medical proof of qualifying disability from a physician will be required.

(5) The twilight green fee rate shall be applicable for 18 holes as indicated in paragraph (a) 10 and 11. The rates will apply after 2:30 p.m. daily from November 1 through February 28 and after 4:30 p.m. daily from March 1 through October 31. The resident card will be required in order to receive the resident rate.

(6) The 18-hole Junior green fee rates are outlined in paragraph (a) 9, and applicable Monday through Friday, except holidays. Individuals qualifying for Junior rates are youth 17 years of age and under, golf team member of the Montebello, Schurr, or Cantwell Sacred Heart of Mary High Schools, East L.A. College and Cal State University of Los Angeles. The junior rate indicated in paragraph (a) 9 shall be the same for opponents of these teams provided that match play is set with the approval of the Head Golf Professional. The green fees shall not be charged for participants in the annual Montebello Junior Golf Tournament.

(7) Green fees and cart rentals for Tournament rates are outlined in paragraph (e) 13, 14, and 15 and (b) 1. The only exception to Tournament rates will be the 9-holes league play and Montebello Men's and Women's Club tournament play. The non-profit Tournament rate is for Montebello based non-profit organization on weekdays only.

(8) Shotgun tournaments are restricted to weekdays only, with the City sponsored tournament, such as the annual City SYEP tournament being the only exception.

(e) HOLIDAYS

Legal Golf Course Holidays will be the days observed for the following: New Year's Day; Martin Luther King Jr. Day; Lincoln's Birthday; President's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas Day; and additionally those holidays recognized by the City of Montebello per City Council Resolutions each year.

SECTION 2. That the above fees and charges shall be posted at the Starter's office and the Pro Shop.

SECTION 3. That Resolution Number 10-67 is hereby repealed and rescinded.

SECTION 4. Policies. That on and after the effective date of this Resolution the following policies shall be in effect at the Montebello Golf Course:

GENERAL RESERVATION POLICY

(a) Reservations for weekday play can be made no earlier than 6:00 a.m., seven days in advance of the day being requested. Reservations for weekend play can be made no earlier than 6:00 a.m., on the Monday proceeding the weekend being requested.

(b) Five (5) players (five-some) will be the maximum in a group and only allowed play during weekends and Holidays. All other days, four (4) players (foursome) will be the maximum players in a group, unless an exception is made by the City. In five-some only when three (3) carts are rented the third cart will be charged at the 9-hole rate.

(c) The City may assign permanent starting time on weekends from dawn to 11:00 a.m. The City Administrator is authorized to implement a City Administrative Policy detailing such procedures.

(d) Scheduled tournament play shall not commence until 11:30 a.m. on Saturdays and Sundays, except that the Head Golf Professional may allow earlier starting times for tournaments if the same are sponsored by a City of Montebello charitable organization. Such requests shall comply with Resolution 81165 requiring that the organization

submit a written request to the designated City staff at least thirty (30) days in advance of the proposed date of use.

(f) The designated City Staff, Head Golf Professional, Starter, or Patrolman shall have the authority to prohibit further play by any golfer who violates any rule or regulation now in existence hereafter established for conduct on the Montebello Golf Course.

GOLF TOURNAMENT POLICY

I. GENERAL TOURNAMENT INFORMATION

- A. Any bonafide golf club, golf association, company, recognized organizations or individual making reservations for three (3) or more foursomes (which defines a tournament) may request to hold a golf tournament at the Montebello Golf Course.
- B. Tournament participants must observe all prevailing rules and regulations covering the use of the golf course, personal conduct, dress code, and golf play.
- C. Tournament organizers are liable for a personal injury, property damages, or repairs resulting from tournament play.
- D. Tournament organizers must agree that during the use of the City of Montebello facilities, no person will be excluded from participation, denied any benefit, or otherwise he subjected to discrimination because of his/her race, creed, color, disability or natural origin.
- E. All tournaments that contemplate food and/or beverage as a part of their tournament must negotiate with the food concessionaire in accordance with the concessionaire's exclusive use contract.
- F. Tournament organizers must clean up any debris left on golf course as a result of their tournament.
- G. Fees and charge are subject to change without notice. Fees charged for tournaments will be based on tournament green fees in effect on the day of the tournament. To avoid cancellation, all fees must be paid to the Golf Professional 14 days in advance.
- H. Special requests for pin and tee placements must be in writing and received by the maintenance staff one week prior to the tournament.
- I. All vehicles entering the Golf Course (ie., Hole-in-One-Car) must be accompanied by golf course staff on and off the course.

- J. During tournaments, no roving beverage carts will be allowed, only beverage stations. Tournament organizers that operate golf carts during the tournament must have had previous experience in the safe operation of golf carts.

II. RESERVATIONS FOR TOURNAMENTS

- A. Reservation for tournaments are made through the Head Golf Professional, beginning on the first day of August for the next calendar year.
- B. Any organization requesting a tournament reservation which has played at Montebello Golf Course for at least three consecutive years as of January 1, 1992, will receive priority consideration on a first come, first serve basis. This does not, however, guarantee tournament reservation. All other tournament reservations are made on a first come, first serve basis.
- C. Tournament reservations may be made for any day. Shotgun tournaments may be booked on weekdays only.
- D. A shotgun tournament requires a minimum of 144 paid players.
- E. Golf carts are mandatory for all tournaments and must be signed out by tournament representative. Professional tournaments are exempt from using mandatory carts and have the option of using caddies.
- F. To secure a tournament reservation, all contracts must be signed and returned within 10 working days after received by applicant. If the contract is not received by the Head Golf Professional in the specified length of time, the requesting organization will be notified regarding the possible cancellation of the tournament in question.
- G. If on the day of the tournament the course is closed or deemed unplayable by the City designated staff, the tournament will be rescheduled or the green fees will be refunded. If the course is open during inclement weather and the organizers wish to reschedule, it will be the decision of the Head Golf Professional whether another date is available and is in the best interest of the City to reschedule the tournament and refund fees.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The City Council hereby adopts the recitals set forth above as if fully set forth herein. The fees and charges adopted in this resolution are based on such recitals.

ADOPTED AND APPROVED THIS ____ DAY OF _____

Attachment "C"

Montebello Golf Course Fees

Golf Course	Current Fees	New Fees (Effective 11/4/18)
Rates		
Weekday Resident 18-hole	\$20	\$25
Weekday Non-Resident 18-hole	\$32	\$32
Weekday Resident 9-hole	\$14	\$14
Weekday Non-Resident 9-hole	\$21	\$21
Weekend Resident 18-hole	\$25	\$30
Weekend Non-Resident 18-hole	\$42	\$42
Weekend Resident 9-hole	\$16	\$16
Weekend Non-Resident 9-hole	\$26	\$26
Resident Senior 18-hole	\$13	\$17
Non-Resident Senior 18-hole	\$22	\$22
Resident Senior 9-hole	\$11	\$11
Non-Resident Senior 9-hole	\$18	\$18
Weekday Twilight	\$21	\$21
Weekend Twilight	\$29	\$29
Juniors (students/17&under)	\$5	\$5
Disabled 18-hole	\$13	\$13
Disabled 9-hole	\$10	\$10
Resident/Senior Citizen Card (Annual)	\$20	\$20
Tournament Fees		
Weekdays (No Cart)	\$44	\$44
Weekends (No Cart)	\$54	\$54
Non-Profit (No Cart, Weekdays only)		
Cart Rentals		
18-hole	\$26	\$26
9-hole	\$20	\$20
Twilight	\$22	\$22

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR GOLF COURSE OPERATIONAL AND
ECONOMIC PERFORMANCE REPORT**

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	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$15,000	610-99-6040.95	\$15,000
(Unassigned Fund Balance)		(Golf Course – Professional Services)	

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 12th day of September, 2018.

ATTEST

Jack Hadjinian, Mayor ProTem

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: First Amendment to Services Agreement (Agreement No. 3302) with York Services Group, Inc., for Third Party Administrator (TPA) for the City's General Liability Claims Administration

DATE: September 12, 2018

RECOMMENDATION

That the City Council approve a First Amendment to the Services Agreement (Agreement No. 3302) with York Services Group, Inc., for General Liability Claims Administration; and authorize the Acting City Manager to execute the First Amendment on behalf of the City.

BACKGROUND

On September 13, 2017, the City Council approved a services agreement for general liability claims administration with York Services Group, Inc. The existing agreement with York contains an option to extend the agreement for one year, not to exceed two extensions and upon mutually agreed terms.

ANALYSIS

The existing agreement for third party administration of the City's General Liability Claim Program is scheduled to expire on September 13, 2018. The agreement has an option to extend the agreement for an additional one year, not to exceed two extensions.

York has requested an extension of the agreement for an additional one year, with a 2.27% increase in the contract amount, as included in their original proposal. The amount will increase from \$62,109 to \$63,550. The latest Consumer Price Index (CPI) for Los Angeles-Long Beach-Anaheim is 3.9% from a year ago.

York has successfully compiled and transferred all City general liability claim data to their database software and have established protocol and procedures for contacting City staff regarding claims and claim status. They have also provided training to City

staff. Staff recommends that the City Council approve the proposed First Amendment to the Agreement No. 3302 with York Services Group, Inc.

FISCAL IMPACT

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

SUMMARY

The City Council will consider approving a First Amendment to the Services Agreement with York Services Group, Inc., for general liability claims administration.

ATTACHMENTS

- Extension Request Letter from York (dated September 4, 2018)
- First Amendment to the Services Agreement (Agreement No. 3302) with York Services Group, Inc.

**FIRST AMENDMENT
TO THE SERVICES AGREEMENT
WITH YORK RISK SERVICES GROUP, INC., AGREEMENT NO. 3302**

THIS FIRST AMENDMENT TO AGREEMENT NO. 3302 FOR SERVICES WITH YORK RISK SERVICES GROUP, INC. ("First Amendment"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF Montebello ("CITY"), and York Risk Services Group, Inc., ("CONTRACTOR").

RECITALS

- A. CITY and CONTRACTOR (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Services, Agreement No. 3302* ("Agreement") relating to services in the City of Montebello.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 4 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM.

This First Amendment extends the term of the Agreement for one year commencing September 14, 2018 and continuing through September 15, 2019.

2. MODIFICATION OF CONTRACTOR'S COMPENSATION.

The compensation to be paid by CITY to CONTRACTOR for the extended term in this First Amendment shall be as follows:

Total compensation in accordance with the rate schedule set in Contractor's Fee Proposal dated September 4, 2018 for an amount not to exceed Sixty-Three Thousand Five Hundred Fifty Dollars (\$63,550).

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONTRACTOR shall remain in full force and effect.

4. EFFECTIVE DATE.

Unless otherwise specified herein, this First Amendment shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes this First Amendment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF MONTEBELLO

“CONTRACTOR”
YORK RISK SERVICES GROUP, INC.

Andrew G. Pasmant,
Acting City Manager

Title: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: A Request for the City Council to Adopt a Resolution Approving Program Supplement Agreement No. R81 to Administering Agency-State Master Agreement No. 00383S (State Funding Projects) re: ATPSB-5247(026) for Montebello Boulevard.

DATE: September 12, 2018

RECOMMENDATION

It is recommended that the City Council adopt a Resolution approving Program Supplement Agreement No. R81 to Administering Agency-State Master Agreement for No. 00383S for ATPSB-5247(026) for Montebello Boulevard ("Agreement") and authorize the Acting City Manager or his designee to execute the Agreement on behalf of the City.

BACKGROUND

1. On February 28, 2018, SCAG officially notified the City of Montebello that the Montebello Boulevard Bike Lane and Sidewalk Improvement proposed project had been approved by the SCAG Regional Council and the California Transportation Commission (CTC) as part of the Augmented 2017 Active Transportation Program. The project was selected by METRO for early use of the ATP funds. The proposed project cost is estimated at \$5,755,000 including the cost of design and the completion of construction. The City was awarded \$4,187,000 of ATP funds for the construction of the project while being required to provide a local funding match of \$1,568,000 for completion of the project.
2. On July 23, 2018, the State allocated \$4,187,000.00 to the City of Montebello for Bike and Pedestrian improvements along Montebello Boulevard between Lincoln Avenue and Paramount Boulevard and assigned the following Project No. ATPS-5247(026).
3. On August 10, 2018, the State submitted a letter to the City requesting City Council approval of Program Supplement Agreement No. R81 to Administering Agency-State Master Agreement No. 00383S for ATPSB-5247(026) for Montebello Boulevard.
4. With approval of the attached agreement, reimbursement from the State for their share of the project costs will be available to the City for construction purposes.

ANALYSIS

As mentioned above, on February 28, 2018, the City received approval from SCAG for an ATP grant. State funds have been allocated for Project No. ATPSB-5247(026).

The State of California has requested City Council approval of the Agreement. This Agreement provides for the reimbursement of \$4,187,000.00 for project construction costs. Without approval of the Agreement, the City will not be reimbursed by the State for the proposed project improvements on Montebello Blvd.

FISCAL IMPACT

Approval of the Agreement will have no impact on the General Fund, as the City Council approved the project's local match of \$1,568,000 as part of the FY 2017/18 and 2018/19 Capital Improvement Program Budgets.

SUMMARY

The City Council will consider adopting the Resolution approving the Program Supplemental Agreement No. R81 to Adminstrating Agency-State Agreement for State Funding Project No. ATPSB-5247(026) and will consider authorizing the Acting City Manager or his designee to execute the Agreement on behalf of the City.

ATTACHMENTS

Resolution
Program Supplemental Agreement No. R81
Caltrans Letter dated July 23, 2018
Caltrans Letter dated August 10, 2018

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING PROGRAM SUPPLEMENTAL AGREEMENT NO. R81 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00383S FOR ATPSB-5247(026) FOR MONTEBELLO BOULEVARD AND AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SIGN THE PROGRAM SUPPLEMENT FOR STATE FUNDING FOR PROJECT NO. ATPSB-5247(026)

WHEREAS, on August 10, 2018, the State of California submitted a request for the approval by the City of Program Supplement Agreement No. R81 to Administering Agency-State Master Agreement No. 00383S to provide for State reimbursement in the amount of \$4,187,000.00 for completion of ATPSB-5247(026);

WHEREAS, as part of the FY 2017/18 and FY 2018/19 Capital Improvement Budgets, the City of Montebello City Council approved the appropriation of \$1,568,000 from various local funds as part of the City local funding match;

WHEREAS, the State of California has now authorized the City of Montebello to proceed with completion of the project; and the Department of Transportation of the State of California is now requesting that the City of Montebello approve Program Supplement Agreement No. R81; and

WHEREAS, the City Council of the City of Montebello, subsequent to becoming familiar with said Program Supplement Agreement No. R81, has approved and agreed to the terms and conditions contained thereto.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council hereby approves said Program Supplemental Agreement No. R81 and authorizes the Acting City Manager or his designee to sign said Program Supplement Agreement No. R81 on behalf of the City.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED AND PASSED THIS 12th DAY OF SEPTEMBER, 2018.

Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

PROGRAM SUPPLEMENT NO. R81
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00383S

Adv Project ID Date: August 2, 2018
0718000297 Location: 07-LA-0-MTBL
Project Number: ATPSB1L-5247(026)
E.A. Number:
Locode: 5247

This Program Supplement, effective 06/28/2018, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00383S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 08/07/12 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Montebello Blvd.

TYPE OF WORK: Bike Lane and Sidewalk Improvement Project

Estimated Cost	State Funds	Matching Funds		
	SB1 funds \$4,187,000.00	LOCAL		OTHER
\$4,787,000.00		\$600,000.00		\$0.00

CITY OF MONTEBELLO

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jessamine Pelos

Date 8/2/2018 \$4,187,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

Page ____ of ____

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write: Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

SPECIAL COVENANTS OR REMARKS

- J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.
2. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

Local Agency Invoice
Dispute Notification Letter

Local Agency: Stockton
Attention: Grace B Petines
Address: 22 East Weber Avenue, Room 301

City, State, Zip: Stockton, CA 95202-2317

Date: 08/02/18
Dist - Co - Rte: 10-5929-0-STKN
Project Number: 5008(160)
Invoice Number: 3
Invoice Amount: \$28,430.41

- ☐ Local Agency / State Agreement not executed
- ☐ Incorrect Invoice Format / Content [see Chapter 5 Accounting / Invoices" of the Local Assistance Procedures Manual (LAPM)]."
- ☐ Invoice reflects component(s) / phase(s) of work not allocated / authorized and / or cost(s) that is / are ineligible for reimbursement.
- ☐ Insufficient Funds
- ☐ Missing or inadequate Invoice Support Documentation
- ☐ Contract Award Package required for construction phase of work
- ☐ Final Invoice, Final Inspection Form and Final Report of Expenditures must be submitted and approved prior to payment
- ☐ Redate invoice upon resubmittal of Invoice Package (1 original & 2 copies of Invoice and 2 copies of Invoice Support Documentation)
- ☐ Reimbursement Ratios Incorrect
- ☐ Lapsed Appropriation
- ☒ Other: The amount claimed for CE on invoice did not reflect to the billing summary

Comments: This is 100% reimbursable, but amount invoiced for CE is \$675.55 less than the billing summary ???

If you have any questions, please contact:

Holly Tran

Ph: 916-227-9264

Local Program Accounting

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711



July 23, 2018

07-LA-0-MTBL
 ATPSB1L-5247(026)
 Adv Id: 0718000297
 PPNO: 07-5454
 Request No:1

Mr. Danilo Batson
 Director of Public Works
 City of Montebello
 1600 West Beverly Blvd.
 Montebello, CA 90640
 Attn: Mr. Jerome Joaquin

Dear Mr. Batson:

Your letter dated April 18, 2018 requested a fund allocation from the Active Transportation Program for the City of Montebello Bike Lane and Sidewalk Improvement Project - Montebello Blvd. This project is programmed in the Active Transportation Program (ATP), as amended.

At their June 28, 2018 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on June 28, 2018, effective June 28, 2018.

Allocation No. 2018-305		ATP		FUND ALLOCATION	
Senate District No. : 30 Assembly District No. : 58		Amount Programmed	Fiscal Year Programmed	Amount Previously Allocated	This Request
Const		\$4,187,000	2018	\$0	\$4,187,000
	Federal Funds				\$0
	State Funds				\$4,187,000
	Total Amount	\$4,187,000		\$0	\$4,187,000

This allocation makes available \$0 of federal funds* and \$4,187,000 of State (or State-only) funds for a total of \$4,187,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation :

Funds allocated for project E & P are available for expenditure until:	Not Applicable.
Funds allocated for project PS & E are available for expenditure until:	Not Applicable.
Funds allocated for project RW are available for expenditure until:	Not Applicable.
Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.	

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension of up to 20 months to each of the deadlines specified above, if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at www.dot.ca.gov/hq/LocalPrograms/ for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,



JOHN HOOLE , Chief
Office of Project Implementation - South
Division of Local Assistance

c: MTA

Attachment: CTC Vote Box

2.5 Highway Financial Matters

Project # Allocation Amount Recipient <u>RTPA/CTC</u> District-County	Project Title Location Project Description	PPNO Program/Year Phase Prgm'd Amount Project ID Adv. Phase	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5w.(1b)	Active Transportation Program Projects (SB 1 Augmentation)			Resolution
1 \$4,187,000 City of Montebello <u>LACMTA</u> 07-Los Angeles	Montebello Boulevard Bike Lane and Sidewalk Improvement Project. The project improvements are on a 1.4-mile section of Montebello Boulevard between Lincoln Avenue and Paramount Boulevard in the City of Montebello (see Attachment 2 - Project Location Map). The project location is in the City of Montebello's northern portion. The project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, and pedestrian lighting and traffic signal improvements along Montebello Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities. MPO (CEQA - EIR, 04/03/2018.) (Concurrent Consideration of Funding under Resolution; June 27-28, 2018 CTC) (R/W Certification: 04/12/2018) (SB1 Augmentation) <u>Outcome/Output:</u> The project will connect retail/employment centers with low/moderate income housing to increase active transportation related activities; connect existing bike lanes north of the project and future bike routes south of the project, creating a regional bike network and provide access to new sidewalks for pedestrians.	07-5454 ATP/17-18 CONST \$4,187,000 0718000297 S	2017-18 108-3290 RMRA 20.30.720.100	\$4,187,000

Tab #	Item Description	Ref. #	Presenter	Status	Type	CT Follow-up Required
Active Transportation Program Project Allocations						
124	Request of \$38,899,000 for 64 locally-administered ATP projects. 2.5w.(1a) -- \$21,941,000 for 41 ATP projects. 2.5w.(1b) -- \$16,958,000 for 23 ATP SB1 Augmentation projects. Resolution FATP-1718-19 (Related Item under Ref. 2.2c.(3), 2.2c.(4), 2.2c.(5), 2.2c.(22).) (Changes to Projects 6 & 9 in the Book item Attachment.) (Administrative Corrections – Projects 4, 5, 7) (June 28 2018 – 1:10:19)	2.5w.(1)	Laurie Waters Rihui Zhang	Approved, as modified.	A D	
Advance – Active Transportation Program						
125	Request of \$4,170,000 for five locally-administered ATP projects, programmed in FY 18-19. 2.5w.(2a) -- \$3,927,000 for three ATP projects. 2.5w.(2b) -- \$243,000 for two ATP SB1 Augmentation projects. Resolution FATP-1718-20 (June 28 2018 – 1:11:37)	2.5w.(2)	Laurie Waters Rihui Zhang	Approved.	A D	
126	Request of \$176,000 for two locally-administered ATP SB1 Augmentation projects. Resolution FATP-1718-22 (June 28 2018 – 1:10:19)	2.5w.(4)	Laurie Waters Rihui Zhang	Approved.	A D	
127	Request of \$7,625,262 for the 2017 and 2018 Active Transportation Program – Augmentation Lump Sum for the California Conservation Corps. Resolution FATP-1718-21 (Related Item under Ref. 4.11 and Ref 2.2c.(9) – 2.2c.(25).) (June 28 2018 – 1:12:21)	2.5w.(3)	Laurie Waters Rihui Zhang	Approved.	A D	
TIME EXTENSION REQUESTS						
Project Allocation Time Extension						
128	Request to extend the period of allocation for 420 114 SHOPP projects, per SHOPP Guidelines. Waiver 17-23 (Yellow Replacement Item) (June 28 2018 – 1:13:58)	2.8a.(3)	Rick Guevel Bruce De Terra	The Commission approved, as recommended by staff, Projects 1 – 33 in Attachment 1. The Commission, approved, as recommended by staff, Projects 1 – 81 in Attachment 2.	A D	



DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711



File : 07-LA-0-MTBL
ATPSB1L-5247(026)
Montebello Blvd.

August 10, 2018

Mr. Danilo Batson
Director of Public Works
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Dear Mr. Batson:

Enclosed are two originals of the Program Supplement Agreement No. 0R81 Rev. 000 to Administering Agency-State Master Agreement No. 00383S and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Hoole".

JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: OLP AE Project Files
(07) DLAE - Steve Novotny

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 08/07/2018 EA No:
D_CO_RT: 07-LA-0-MTBL
Project No: ATPSB1L-5247(026)
Adv Project Id: 0718000297
Agreement End Date:

Attention: City of Montebello

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE /SB1A	LOCAL
Construction		\$4,569,500.00	\$4,569,500.00	\$3,996,761.00	\$572,739.00
Agency Construction Engineering		\$217,500.00	\$217,500.00	\$190,239.00	\$27,261.00
Totals:		\$4,787,000.00	\$4,787,000.00	\$4,187,000.00	\$600,000.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: _____

Title: Sr. HQ Area Engineer

For questions regarding finance letter, contact:

Printed Name : Robert Nguyen

Telephone No: 916-651-8913

Remarks: This FL is based on City's FL 4/26/18. PPN::5454 Ad. ID # 0718000297
PPNO 5454 con SB1 Augmentation \$ 4,187,000 CTC 06/28/2018

ACCOUNTING INFORMATION									ATPSB1L-5247(026)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE			APPROVED AMOUNT	EXPIRATION DATE
0718000297	18108	2030720100		\$4,187,000.00	1718	\$0.00	\$4,187,000.00	06/30/23				

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: A Request for the City Council to Adopt a Resolution Approving Program Supplement Agreement No. R18 to Administering Agency-State Master Agreement No. 00383S (State Funding Projects) for SSARPL-5247(027)

DATE: September 12, 2018

RECOMMENDATION

It is recommended that the City Council adopt a Resolution approving Program Supplement Agreement No. R18 to Administering Agency-State Master Agreement No. 00383S for SSARPL-5247(027) for State funded projects at various locations in the City ("Agreement") and authorize the Acting City Manager, or his designee, to execute the Agreement on behalf of the City.

BACKGROUND

1. On May 26, 2016, the City applied for Systemic Safety Analysis Report Program (SSARP) Grant to study ten (10) high priority intersections throughout Montebello, including the intersection of Beverly Boulevard and 21st Street. See attached list for all proposed intersections.
2. On February 7, 2018, State funding in the amount of \$225,000.00 was allocated for this Project and Project No. SSARPL-5247(027) issued by the State. The project requires a local match of \$25,000 from Montebello.
3. On May 9, 2018, the City Council approved a resolution allocating \$25,000 from Measure R Funds as the City funding match obligation.
4. On June 22, 2018, the State requested City Council approval of Program Supplement Agreement No. R18 to Administering Agency-State Master Agreement No. 00383S for SSARPL-5247(027) for various locations in the City.
5. With approval of the Agreement, reimbursement for the project costs will be available to the City.

ANALYSIS

On February 7, 2018, the City received approval from the State of California for Project No. SSARPL-5247(027) for allocation of State funding in the amount of \$225,000.00 for a portion of the project costs. The SSARP project will include an analysis of the ten (10) highest-risk major intersections based on different types of recorded traffic accidents and then determine and / or enhance safety measures for these intersections.

The State of California has requested City Council approval of the Agreement. This Agreement provides for the reimbursement of \$225,000.00 to the City. The City must provide a match of \$25,000.00 for the project. Without approval of the Agreement, the City will not be reimbursed for any project costs.

FISCAL IMPACT

Approval of the Agreement will have no impact on the General Fund, as the City Council approved the project local match of \$25,000.00 from Measure M on May 9, 2018.

SUMMARY

The City Council will consider adopting the Resolution approving the Program Supplemental Agreement No. R18 to Administering Agency-State Master Agreement No. 00383S (State Funding Projects) for SSARPL-5247(027) and authorizing the Acting City Manager, or his designee, to execute the Agreement on behalf of the City.

ATTACHMENTS

SSARP Priority Intersections
Resolution
Program Supplemental Agreement No. R18
Caltrans letter dated June 22, 2018

Accident Location	Cross Street		Fatal	Injury	Non-Injury
W. Beverly	21st St.	Vehicle vs Bicycle in crosswalk - Injured	1	2	0
Howard	Lincoln	Vehicle vs Vehicle - ran red light	0	5	0
N. Montebello	Avenida De La Merced	Vehicle vs Motorcycle - Death	1	0	0
Poplar Ave	Eula Drive	Vehicle vs Vehicle-DUI - both parties head on	0	4	0
E Telegraph Rd	5 Fwy of ramp	Traffic collision- failure to yield to oncoming traffic- injury	0	6	0
Washington	4th Street	From PD - ongoing investigation	1	0	0
Washington	5th Street	Vehicle vs Vehicle - Death	1	3	0
Washington	Greenwood	Vehicle vs Pedestrian - Death	1	0	0
Whittier	Bluff Rd	Vehicle vs Bicycle - Death	1	0	0
Wilcox	Via Campo	Vehicle vs Vehicle - unsafe speed	1	3	4
TOTAL			7	23	4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING PROGRAM SUPPLEMENTAL AGREEMENT NO. R18 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00383S FOR SSARPL-5247(027) FOR VARIOUS LOCATIONS IN THE CITY AND AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SIGN THE PROGRAM SUPPLEMENT AGREEMENT

WHEREAS, on June 22, 2018 the State of California submitted a request to the City for approval of the Program Supplement Agreement No. R18 to Administering Agency-State Master Agreement No. 00383S for SSARPL-5247(027) Agreement for Federal-Aid Projects No. 07-5247F15 to provide for State reimbursement in the amount of \$225,000.00;

WHEREAS, on May 9, 2018, the City of Montebello City Council approved a resolution allocating \$25,000.00 from Measure R Funds as the City's local funding match;

WHEREAS, the State of California has now authorized the City of Montebello to proceed with completion of the project; and the Department of Transportation of the State of California is now requesting that the City of Montebello approve Program Supplement Agreement No. R18; and

WHEREAS, the City Council of the City of Montebello, subsequent to becoming familiar with said Program Supplement Agreement No. R18, has approved and agreed to the terms and conditions contained thereto.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council hereby approves said Program Supplemental Agreement No. R18 and authorizes the Acting City Manager or his designee to sign said Program Supplement Agreement No. R18 on behalf of the City.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED AND PASSED THIS 12th DAY OF SEPTEMBER, 2018.

Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

PROGRAM SUPPLEMENT NO. R18
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00383S

Adv Project ID 0718000327
Date: June 13, 2018
Location: 07-LA-0-MTBL
Project Number: SSARPL-5247(027)
E.A. Number:
Locode: 5247

This Program Supplement, effective 4/26/18, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00383S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 08/07/12 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Various Locations in City of Montebello

TYPE OF WORK: Systemic Safety Analysis Report Program(SSARP)

Estimated Cost	State Funds	Matching Funds		
	STATE \$225,000.00	LOCAL		OTHER
\$250,000.00		\$25,000.00		\$0.00

CITY OF MONTEBELLO

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 6/14/18 \$225,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

Page ____ of ____

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
4.
 1. This PROJECT is funded with State-Only funding from the Systemic Safety Analysis Report Program (SSARP). ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SSARP Guidelines under which the project was selected.
 2. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).
 3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SSARP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the SSARP funds.
 4. ADMINISTERING AGENCY agrees that SSARP funds available for reimbursement

SPECIAL COVENANTS OR REMARKS

will be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide SSARP Coordinator prior to performing work.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established by the SSARP Guidelines. The study and the Systemic Safety Analysis Report (SSAR) must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the SSAR report must be submitted to the DLAE within six (6) months of the report completion.

Headquarters Division of
Local Assistance

JUN 14 2018

from Local Programs Accounting

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711



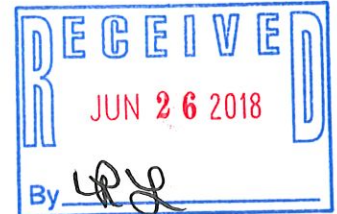
File : 07-LA-0-MTBL

SSARPL-5247(027)

Various Locations in City of
Montebello

June 22, 2018

Mr. Danilo Batson
Director of Public Works
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640



Dear Mr. Batson:

Enclosed are two originals of the Program Supplement Agreement No. 0R18 Rev. 000 to Administering Agency-State Master Agreement No. 00383S and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: OLP AE Project Files
(07) DLAE - Steve Novotny

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: APPROVAL OF AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES GATEWAY REGION INTEGRATED WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) FOR COST SHARING FOR THE MONITORING COSTS PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS (TMDL)

DATE: September 12, 2018

RECOMMENDATION

It is recommended that the City Council approve an agreement between the City of Montebello and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for Cost Sharing for the Monitoring Costs Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Loads (TMDL) ("Agreement") and authorize the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

The California Regional Water Quality Control Board - Los Angeles Region adopted the "Dominguez Channel and Greater Harbors Toxic Total Maximum Daily Loads (TMDL)". This TMDL requires cities and agencies (permittees) access to the tributary to the Los Angeles and San Gabriel Rivers to monitor for toxic pollutants as defined by the TMDL. These pollutants and the associated testing method require the installation of specialized monitoring equipment. To reduce costs, the Gateway Water Management Authority (GWMA) has been requested to act as the fiduciary agent for the installation and subsequent monitoring of three monitoring stations. All participating permittees will share the cost, responsibility and testing results.

The three monitoring stations are located at or near:

- The existing Los Angeles River mass emission station at Wardlow;
- Spring Street and the San Gabriel River (a new installation); and
- The existing Coyote Creek mass emission station at Spring Street.

Attached is a five-year Agreement between the City of Montebello (as a permittee) and GWMA, which includes an estimated cost share matrix for all three of the monitoring sites. Montebello's annual share for the initial year is \$828.33 for Monitoring Costs for FY 2018/19. The annual payment for each subsequent year, commencing with FY 2019/20 shall be no more than \$823.33 for the next four years or until FY 2022/23.

Due to the number of permittees involved, the Agreement is not subject to altering or customization. Cost shares were developed based on each watershed group paying (1) a shared baseline fee and (2) a fee based on area. Individual permittees were collectively assessed a shared baseline fee as if they were a group and an area fee.

GWMA will also assess a 3.00% administrative fee, starting FY 2019/20, which is included in each GWMA member's fee to cover GWMA's staff time for hiring the consultants and invoicing the permittees, legal fees incurred by the GWMA in the performance of its duties under the Agreement, and audit expenses and other overhead costs. The administrative cost for non-GWMA members will be 3.76%.

There are significant financial savings and benefits resulting from this cost-sharing arrangement.

FISCAL IMPACT

Under the proposed agreement, Montebello's annual share is \$828.33 for maintenance and operations costs over the next five years and a 3.00% administrative fee starting on FY 2019/20. Sufficient funds exist in the Public Works Department Maintenance and Operation Budget to cover the monitoring cost and administrative fee.

SUMMARY

The City Council will consider approving the Agreement between the City of Montebello and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Loads (TMDL) and authorize the Acting City Manager to execute the Agreement on behalf of the City.

ATTACHMENT

Agreement with GWMA for Harbor Toxic Monitoring

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF MONTEBELLO

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of July 1, 2018, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Montebello, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the members of the GWMA are the Cities of Artesia, Avalon, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay an eight and seventy-six hundredths percent (8.76%) administrative fee on each payment to cover various administrative costs. Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's administrative expenses and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's administrative expenses;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each

participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to install and maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2018 and shall expire on June 30, 2023, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide

the Permittee with the monitoring data collected from the Monitoring Stations.

(c) At the request of an MS4 Permittee that participates in the cost sharing for the Monitoring Costs, the GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders that are not MS4 Permittees for cost-sharing the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Eight Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$828.33) for the initial payment ("Initial Payment Amount"), for the 2018-2019 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2018-2019 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the Permittee shall pay no more than Eight Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$828.33) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(c) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, legal fees incurred by the GWMA in the performance of its duties under this Agreement, and audit expenses and other overhead costs ("Administrative Costs Payment Amount"). The Administrative Costs Payment Amount will be added to the Permittee's annual invoice to cover the Permittee's share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount shall be three percent (3%) of the Permittee's Cost Share Amount identified in Exhibit "A." Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

ii. **Non-GWMA Members.** If the Permittee is not a GWMA Member, then the GWMA shall charge eight and seventy-six hundredths percent (8.76%) of the Permittee's Cost Share Amount identified in Exhibit "A." Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's Administrative Costs and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's Administrative Costs. Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

(d) The Permittee's Initial Payment Amount shall cover the 2018-2019 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2018. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and no later than the April 1st prior to the new fiscal year.

(e) **Adjustment of Cost Share Based on Number of Participants.** The Initial Payment Amount, the Annual Payment Amount, and the Administrative Costs Payment Amount identified in this Section 8 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(f) **Reserve Credits.** If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount or the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by the Permittee in a particular year, then the GWMA will notify the Permittee in writing on the next available invoice and will presume that the Permittee desires any excess balance be credited toward the Permittee's Annual Payment Amount and/or Administrative Costs Payment Amount in subsequent years, less a reasonable contingency as determined by the GWMA not to exceed \$10,000. Such a credit will be applied to the Initial Payment Amount if an excess balance exists for funds paid by Permittee under a prior cost share agreement between the Parties. In lieu of a credit, the Permittee may elect to retain any excess balance as reserves for future Annual Payments Amounts and/or Administrative Costs Payment amounts, and pay the full invoiced amount to the GWMA. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for indirect, overhead costs in the amount of three and seventy-six hundredths percent (3.76%) of the Permittee's Cost Share Amount will be retained by GWMA and is not subject to a credit.

(g) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(h) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(i) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities.

GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1st, 2019, the Permittee is responsible for the Annual Payment Amounts for both FY 2018-2019 and FY 2019-2020. If the Permittee terminates on February 10, 2019, the Permittee is responsible for its Annual Payment Amount only for FY 2018-2019, not for FY 2019-2020). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 12. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or

three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
Executive Officer
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Danilo Batson
dbatson@cityofmontebello.com

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Signature of GWMA Chair

Print Name

DATE: _____

PERMITTEE
CITY OF MONTEBELLO

Signature

Print Name

Print Title

EXHIBIT "A"
COST SHARE MATRIX
ATTACHED

EXHIBIT A - COST SHARE MATRIX

City	GWMA Member	Group	Fourth Year*	Sub-Total*	Credit from Reserve	Balance*	Combined Balance
Alhambra	No	LAR	\$ 801.52	\$ 801.52	\$ -	\$ 801.52	-
Arcadia	No	LAR	\$ 919.56	\$ 919.56	\$ -	\$ 919.56	\$ 1,593.98
Arcadia	No	SGR	\$ 674.42	\$ 674.42	\$ -	\$ 674.42	
Artesia	Yes	SGR	\$ 697.95	\$ 697.95	\$ -	\$ 697.95	\$ 2,779.84
Artesia	Yes	SGR - CC	\$ 2,081.89	\$ 2,081.89	\$ -	\$ 2,081.89	
Azusa	No	SGR	\$ 1,464.61	\$ 1,464.61	\$ -	\$ 1,464.61	-
Baldwin Park	No	SGR	\$ 1,244.69	\$ 1,244.69	\$ -	\$ 1,244.69	-
Bell	Yes	LAR	\$ 619.29	\$ 619.29	\$ -	\$ 619.29	-
Bellflower	Yes	SGR	\$ 820.49	\$ 820.49	\$ -	\$ 820.49	-
Bell Gardens	Yes	LAR	\$ 613.67	\$ 613.67	\$ -	\$ 613.67	-
Bradbury	No	LAR	\$ 552.43	\$ 552.43	\$ -	\$ 552.43	\$ 1,305.05
Bradbury	No	SGR	\$ 752.62	\$ 752.62	\$ -	\$ 752.62	
Burbank	No	LAR	\$ 1,154.33	\$ 1,154.33	\$ -	\$ 1,154.33	-
Calabasas	No	LAR	\$ 751.65	\$ 751.65	\$ -	\$ 751.65	-
Cerritos	Yes	SGR	\$ 910.53	\$ 910.53	\$ -	\$ 910.53	\$ 4,405.01
Cerritos	Yes	SGR - CC	\$ 3,494.49	\$ 3,494.49	\$ -	\$ 3,494.49	
Claremont	No	SGR	\$ 1,827.34	\$ 1,827.34	\$ -	\$ 1,827.34	-
Commerce	Yes	LAR	\$ 762.38	\$ 762.38	\$ -	\$ 762.38	-
Covina	No	SGR	\$ 1,264.55	\$ 1,264.55	\$ -	\$ 1,264.55	-
Cudahy	Yes	LAR	\$ 568.73	\$ 568.73	\$ -	\$ 568.73	-
Diamond Bar	No	SGR	\$ 1,275.70	\$ 1,275.70	\$ -	\$ 1,275.70	\$ 5,132.03
Diamond Bar	No	SGR - CC	\$ 3,856.33	\$ 3,856.33	\$ -	\$ 3,856.33	
Downey	Yes	LAR	\$ 725.52	\$ 725.52	\$ -	\$ 725.52	\$ 1,956.88
Downey	Yes	SGR	\$ 1,231.36	\$ 1,231.36	\$ -	\$ 1,231.36	
Duarte	No	LAR	\$ 572.48	\$ 572.48	\$ -	\$ 572.48	\$ 1,425.07
Duarte	No	SGR	\$ 852.59	\$ 852.59	\$ -	\$ 852.59	
El Monte	No	LAR	\$ 778.68	\$ 778.68	\$ -	\$ 778.68	\$ 1,648.95
El Monte	No	SGR	\$ 870.27	\$ 870.27	\$ -	\$ 870.27	
Glendale	No	LAR	\$ 1,636.77	\$ 1,636.77	\$ -	\$ 1,636.77	-
Glendora	No	SGR	\$ 1,920.91	\$ 1,920.91	\$ -	\$ 1,920.91	-
Hawaiian Gardens	Yes	SGR - CC	\$ 2,031.79	\$ 2,031.79	\$ -	\$ 2,031.79	-
Hidden Hills	No	LAR	\$ 578.68	\$ 578.68	\$ -	\$ 578.68	-

Huntington Park	Yes	LAR	\$ 633.72	\$ 633.72	\$ -	\$ 633.72	-
Industry	No	SGR	\$ 1,695.14	\$ 1,695.14	\$ -	\$ 1,695.14	-
Irwindale	No	LAR	\$ 582.25	\$ 582.25	\$ -	\$ 582.25	\$ 1,934.80
Irwindale	No	SGR	\$ 1,352.54	\$ 1,352.54	\$ -	\$ 1,352.54	
La Canada Flintridge	No	LAR	\$ 838.44	\$ 838.44	\$ -	\$ 838.44	-
La Habra Heights	No	SGR	\$ 749.09	\$ 749.09	\$ -	\$ 749.09	\$ 3,867.81
La Habra Heights	No	SGR - CC	\$ 3,118.72	\$ 3,118.72	\$ -	\$ 3,118.72	
La Mirada	Yes	SGR - CC	\$ 4,074.83	\$ 4,074.83	\$ -	\$ 4,074.83	-
La Puente	No	SGR	\$ 955.27	\$ 955.27	\$ -	\$ 955.27	-
La Verne	No	SGR	\$ 1,396.88	\$ 1,396.88	\$ -	\$ 1,396.88	-
Lakewood	Yes	LAR	\$ 526.98	\$ 526.98	\$ -	\$ 526.98	\$ 3,309.51
Lakewood	Yes	SGR	\$ 746.09	\$ 746.09	\$ -	\$ 746.09	
Lakewood	Yes	SGR - CC	\$ 2,036.43	\$ 2,036.43	\$ -	\$ 2,036.43	
Long Beach (minus estuary)	Yes	LAR	\$ 971.71	\$ 971.71	\$ -	\$ 971.71	\$ 4,162.30
Long Beach	Yes	SGR	\$ 739.43	\$ 739.43	\$ -	\$ 739.43	
Long Beach	Yes	SGR - CC	\$ 2,451.16	\$ 2,451.16	\$ -	\$ 2,451.16	
Los Angeles	No	LAR	\$ 10,822.08	\$ 10,822.08	\$ -	\$ 10,822.08	-
Lynwood	Yes	LAR	\$ 700.07	\$ 700.07	\$ -	\$ 700.07	-
Maywood	Yes	LAR	\$ 566.92	\$ 566.92	\$ -	\$ 566.92	-
Monrovia	No	LAR	\$ 808.39	\$ 808.39	\$ -	\$ 808.39	\$ 1,470.44
Monrovia	No	SGR	\$ 662.04	\$ 662.04	\$ -	\$ 662.04	
Montebello	Yes	LAR	\$ 828.33	\$ 828.33	\$ -	\$ 828.33	-
Monterey Park	No	LAR	\$ 805.38	\$ 805.38	\$ -	\$ 805.38	-
Norwalk	Yes	SGR	\$ 1,034.29	\$ 1,034.29	\$ -	\$ 1,034.29	\$ 4,385.43
Norwalk	Yes	SGR - CC	\$ 3,351.14	\$ 3,351.14	\$ -	\$ 3,351.14	
Paramount	Yes	LAR	\$ 637.52	\$ 637.52	\$ -	\$ 637.52	-
Pasadena	No	LAR	\$ 1,365.08	\$ 1,365.08	\$ -	\$ 1,365.08	-
Pico Rivera	Yes	LAR	\$ 609.86	\$ 609.86	\$ -	\$ 609.86	\$ 1,799.33
Pico Rivera	Yes	SGR	\$ 1,189.47	\$ 1,189.47	\$ -	\$ 1,189.47	
Pomona	No	SGR	\$ 2,654.52	\$ 2,654.52	\$ -	\$ 2,654.52	-
Rosemead	No	LAR	\$ 712.17	\$ 712.17	\$ -	\$ 712.17	-
San Dimas	No	SGR	\$ 1,996.80	\$ 1,996.80	\$ -	\$ 1,996.80	-
San Fernando	No	LAR	\$ 610.32	\$ 610.32	\$ -	\$ 610.32	-
San Gabriel	No	LAR	\$ 674.33	\$ 674.33	\$ -	\$ 674.33	-

San Marino	No	LAR	\$ 660.99	\$ 660.99	\$ -	\$ 660.99	-
Santa Fe Springs	Yes	SGR	\$ 914.20	\$ 914.20	\$ -	\$ 914.20	\$ 4,413.79
Santa Fe Springs	Yes	SGR - CC	\$ 3,499.59	\$ 3,499.59	\$ -	\$ 3,499.59	
Sierra Madre	No	LAR	\$ 625.88	\$ 625.88	\$ -	\$ 625.88	-
Signal Hill (minus estuary)	Yes	LAR	\$ 529.99	\$ 529.99	\$ -	\$ 529.99	-
South El Monte	No	LAR	\$ 613.19	\$ 613.19	\$ -	\$ 613.19	\$ 1,299.71
South El Monte	No	SGR	\$ 686.52	\$ 686.52	\$ -	\$ 686.52	
South Gate	Yes	LAR	\$ 791.29	\$ 791.29	\$ -	\$ 791.29	-
South Pasadena	No	LAR	\$ 648.26	\$ 648.26	\$ -	\$ 648.26	-
Temple City	No	LAR	\$ 670.47	\$ 670.47	\$ -	\$ 670.47	-
Unincorporated	No	LAR	\$ 2,946.12	\$ 2,946.12	\$ -	\$ 2,946.12	\$ 14,510.19
Unincorporated	No	SGR	\$ 4,968.38	\$ 4,968.38	\$ -	\$ 4,968.38	
Unincorporated	No	SGR - CC	\$ 6,595.70	\$ 6,595.70	\$ -	\$ 6,595.70	
Vernon	Yes	LAR	\$ 711.43	\$ 711.43	\$ -	\$ 711.43	-
Walnut	No	SGR	\$ 1,438.09	\$ 1,438.09	\$ -	\$ 1,438.09	-
West Covina	No	SGR	\$ 2,060.86	\$ 2,060.86	\$ -	\$ 2,060.86	-
Whittier	Yes	SGR	\$ 879.24	\$ 879.24	\$ -	\$ 879.24	\$ 6,214.04
Whittier	Yes	SGR - CC	\$ 5,334.80	\$ 5,334.80	\$ -	\$ 5,334.80	
LACFCD (5%) of Subtotal:	No	LAR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	\$ 6,620.03
LACFCD (5%) of Subtotal:	No	SGR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
LACFCD (5%) of Subtotal:	No	SGR - CC	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
Grand Total:	-	-	\$ 132,400.65	\$ 132,400.65	\$ -	\$ 132,400.65	-

Calculations based on an estimated monitoring cost of \$44,133.55 per monitoring station.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Annual Software Maintenance Renewal Agreement for GovClarity

DATE: September 12, 2018

RECOMMENDATION

That the City Council approve a software maintenance agreement with Digital Map Products, Inc., as reviewed and approved by the City Attorney, for ongoing maintenance and support of the City's data and mapping software system; and authorize the Acting City Manager to execute the agreement on behalf of the City.

BACKGROUND/ANALYSIS

In July 2013, the City entered into a software licensing agreement and associated maintenance agreement with Digital Map Products, Inc., for the use of their software product GovClarity. This software is an integrated data and mapping software that the City utilizes to check property information (e.g. addresses, owners, mailing information, easement, etc.). The software is mainly used by Public Works Engineering, Planning, and Code Enforcement to perform various tasks, duties and responsibilities.

ANALYSIS

The software acquired from Digital Map Products, Inc., is utilized by the City on a daily basis to check and verify property information, including generating mailing list for notices from the Planning and Traffic & Safety Commissions, verifying property owner's information, recorded easements, etc. The most recent licensing and maintenance agreement with Digital Map Products, Inc., expired on June 30, 2018; however, staff still has a critical need for the software and has been using the software on a month-to-month basis.

Staff is recommending that the City Council approve a one-year renewal of the software agreement with Digital Map Products, Inc., during which time the staff will review other potential software products that provide similar information, function and services.

FISCAL IMPACT

For FY 2018/19, the licensing, maintenance and support cost is \$33,500, which is the same cost as FY 2017/18. No CPI adjustment is requested.

The cost to renew the proposed agreement with Digital Map Products, Inc. will be charged to the following departments, based on usage, as follows:

- Planning & Community Development\$28,475.00
- Public Works Department.....\$ 5,025.00
- Total.....\$33,500.00

Funding for the renewal of the agreement has been budgeted in the respective department FY 2018/19 M&O Budgets.

SUMMARY

The City Council will consider approving a software maintenance agreement with Digital Map Products, Inc. in the amount of \$33,500.00, as reviewed and approved by the City Attorney, to continue using GovClarity, which is a data and mapping software used by the Public Works and Planning & Community Development Departments and authorize the Acting City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Approval of Agreements with the City of Whittier

DATE: September 12, 2018

RECOMMENDATION

That the City Council approve three (3) agreements between the City of Montebello and the City of Whittier:

1. Interoperable Radio System Subscriber Agreement
2. Radio Frequencies Use Agreement
3. Land Use Agreement

and to authorize the Acting City Manager to execute these agreements on behalf of the City.

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division began building a radio system to provide enhanced radio coverage for the Montebello Police and Fire Departments. This system had a relatively small coverage map. At this time, it was largely just the City of Montebello and the immediately surrounding areas. Over the next 10 years, the radio system expanded with towers in Whittier and Monterey Park, in an attempt to provide a wider coverage map and better service in that coverage area.

In 2003, the Montebello Fire Department joined its system with seven other cities to create the Joint Powers Agreement (JPA), which is now referred to as Interagency Communications Interoperability (ICI) System. This system of radio towers and infrastructure allows the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

In January 2018, the City of Montebello-Fire Department and the City of Whittier-Police Department met with the intention of migrating the Whittier Police Department onto the Interagency Communications Interoperability (ICI) System, in order to provide better coverage for the police officers in the City of Whittier. As part of the discussions, a partnership was developed to allow the expansion of the City of Montebello ICI System Radio Cell to further expand, with the long-term use of the City of Whittier's radio frequencies. In addition, although the Cities of Montebello and Whittier have had a

relationship for decades with the Montebello Starlight Radio Site, the land use agreements were either non-existent or lacking in reciprocation.

Both Cities agreed that a package of long term agreements would serve each agency best, as each of the agreements had specific concerns and related costs.

1. Interoperable Radio System Subscriber Agreement

The subscriber agreement concerns the use of the Montebello ICI System Radio Cell, by the Whittier Police Department, in order to provide better radio coverage for their officers. The current value of access to a system similar to the ICI System with regional roaming is approximately \$35.00 per radio, per month. The Whittier Police Department is proposing using the system with at least 329 radios. For the first year, this is gross revenue of \$138,180.00. The agreement provides for increases occurring annually for the life of the 10-year agreement. At year 10 of the agreement, the gross revenue will be \$173,712.00. As additional radios are added by the City of Whittier, the revenue will also increase.

2. Radio Frequencies Use Agreement

The frequency use agreement concerns the use of Whittier Police Department-owned radio frequencies, to be added to the City of Montebello radio frequencies, to allow an exponential increase of potential subscribers to utilize the Montebello ICI System Radio Cell. The use of the Whittier frequencies allows the Montebello ICI System Radio Cell to increase the capacity, ultimately providing access to additional users. This frequency agreement was compared to other options, including the possibility of purchasing frequencies (nearly \$1,000,000.00 or more), and renting from a commercial vendor (approximately \$2,000.00 per month). The Montebello Fire Departments; radio consultant (Foothill Communications) assessed these options and found the option of renting the frequency from the City of Whittier as the most advantages for the City of Montebello. The determined value of the frequency use agreement resulted in the first year cost of \$18,000.00. Increases occurring annually for the life of the 10-year agreement resulted in an amount of \$23,481.00, in year ten.

3. Land Use Agreement

The land lease agreement concerns the location commonly referred to as the Whittier/Montebello Starlight Reservoir Radio Site, located at or near 12641 Carinthia Drive, Whittier, providing the Montebello Radio Site to reach into the eastern San Gabriel Valley. This property has been utilized by the City of Montebello for nearly 30 years, at no cost to the City of Montebello. The City of Whittier is now requesting compensation for access to the land at a cost of \$33,324.00, for the first year. With annual increases, the amount is \$45,600.00 for year ten of the 10-year agreement.

ANALYSIS

1. Interoperable Radio System Subscriber Agreement

The Whittier Police Department approached the City of Montebello, in order to provide better radio coverage for their officers and field personnel. At this time, there is no

alternative radio system with the same or similar coverage map or area of radio coverage, like the ICI System. This analysis was performed by the Whittier Police Department radio system personnel.

2. Radio Frequencies Use Agreement

Numerous frequencies and frequency options were examined and analyzed for compatibility and cost, including those belonging to the City of Downey and City of La Verne, as well as, privately owned commercial frequencies. These determinations were made by the Montebello Fire Department's radio consultant (Foothill Communications). Ultimately, these frequencies were configured with the construction of the Project 25 (P-25) upgrade, in order to provide better service, coverage, and capacity-making the City of Whittier frequencies ideal for the Montebello ICI System Radio Cell.

3. Land Use Agreement

As stated in the background, the current Radio Site was analyzed more than 30 years ago for communication advantage and has continued to be a prominent radio site in the region. The site provides elevation and uninterrupted transmitting capability. With this site, the Montebello ICI System Radio Cell gains capability to reach the east end of the San Gabriel Valley, the south east edge of Los Angeles County and into Orange County, as well as areas in the Whittier and Montebello hills that were previously "shadowed" (lacking coverage due to physical obstructions). This site has been determined to be an integral location in the delivery of service to the City of Montebello, and the entire ICI Systems' regional delivery.

The City Attorney has reviewed all three (3) of the agreements.

Finally, the City of Whittier will be presenting the agreements to their City Council in September for approval.

FISCAL IMPACT

The overall fiscal impact will be a positive net gain to the City of Montebello. A revenue account has been created by the Finance Department, and all revenues will be deposited to the said account, to maintain proper tracking.

As stated previously, the annual revenue generation from the Interoperable Radio System Subscriber Agreement is expected to be \$138,180.00, in year one, and continue to \$173,712.00, in year ten of the agreement.

In order to properly track the related expenditures, the City of Whittier will invoice the City of Montebello for the Radio Frequencies Use Agreement and Land Use Agreement costs, and the City of Montebello will expense a combined amount of \$51,324.00, in year one, and continue to \$69,081.00, in year ten of the agreements.

The expected net revenue to the City of Montebello is \$86,856.00, in year one, and continue annually with increases to \$104,631.00, in year ten of the agreement.

SUMMARY

The City Council will consider approving the three (3) agreements between the City of Montebello and the City of Whittier:

1. Interoperable Radio System Subscriber Agreement
2. Radio Frequencies Use Agreement
3. Land Use Agreement

and authorizing the Acting City Manager to execute these agreements on behalf of the City.

ATTACHMENTS

Interoperable Radio System Subscriber Agreement
Radio Frequencies Use Agreement
Land Use Agreement

INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF WHITTIER

This AGREEMENT is entered into by and between the City of Whittier ("Subscriber"), a chartered city located at 13230 E. Penn St., Whittier CA 90602, and the City of Montebello ("Member"), a municipal corporation and California general law city located at 1600 W. Beverly Blvd., Montebello CA 90640. The Subscriber and Member are referred to herein individually as "Party" and jointly as "Parties."

RECITALS

WHEREAS, Member is a voting member of the Interagency Communications Interoperability System Governance Board ("ICI") and has built an infrastructure which provides for a wide are interoperable radio network.

WHEREAS, Member has the technical ability to host additional radio units which may roam on its network; and

WHEREAS, Subscriber owns wireless communications systems and devices, which consist of radios as specified in this Agreement and desires to use the network of Member; and

WHEREAS, Subscriber's Police Department provides policing services for and in the Cities of Whittier and Santa Fe Springs, and desires to use the Member radio system throughout both communities.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the Parties agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to allow Subscriber to subscribe to Member's ICI radio network for its beneficial use, primarily for public safety purposes. Subscriber will share radio frequencies with Member.

2.0 TERM

The term of this agreement shall commence on August 1, 2018, subject to the Parties' receipt of their respective City Council's approval, and shall continue thereafter until June 30, 2028, unless sooner terminated. Either Party, upon one (1) year prior written notice, may terminate any portion or all of the services agreed to be performed under this Agreement with or without cause. After expiration of the initial term of this Agreement, the Agreement will renew annually and automatically thereafter without renewal action by the Parties' respective City Councils. This Agreement may be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within seven days. If the nature of the default is such that more than thirty

(30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.

- 2.1 Amending Terms:** Although Section 2.0 above allows automatic term extensions without formal (City Council) action, the Parties shall (pursuant to this Section and Section 8.11 below) execute a mutually signed amendment if the Parties wish to extend the term beyond June 30, 2028, change any fees reflected in **Attachment B**, or change any terms of this Agreement.

3.0 FEES

- 3.1 Initial Year:** The Initial Year of system use by Subscriber begins when Subscriber is fully operational on Member system and continues through the next June 30, 2019. Subsequent years of system use are defined to occur each period from July 1 through June 30 during the term of the Agreement.

- 3.2 Payment of Fees:** In consideration of the materials and services set forth herein, upon execution of this Agreement, Subscriber shall pay an annual fee to Member in the amount specified in **Attachment B**. The Initial Year fee shall be prorated on a monthly basis (rounded up to full months) from the month of the Subscription Commencement Date through June 30, 2019, and shall be paid to Member within sixty (60) days of the Subscription Commencement Date. The Subscription Commencement Date shall be the date when Subscriber has beneficial use of the interoperable radio system. After the Initial Year, Subscriber shall pay Member the annual fee on or before July 1 of each year during the term of this Agreement. Subscriber shall remit payment of the fee within 30 days of being invoiced by Member.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

4.0 DESCRIPTION OF SERVICES

- 4.1 Description of "Talkgroup":** A talkgroup is an assigned group on a trunked radio system. Unlike a conventional radio which assigns users a certain frequency, a trunk system takes a number of frequencies allocated to the system. Then the control channel coordinates the system so talkgroups can share these frequencies seamlessly. The purpose is to dramatically increase bandwidth. Many radios today treat talk-groups as if they were frequencies, since they behave like such.

- 4.2 Use of Talkgroups:** Member shall provide Subscriber use of up to ten (10) talkgroups on the Member-trunked communications system as referenced in Attachment A, as may be amended from time to time.
- 4.3** *[Intentionally left blank.]*
- 4.4 Restrictions on Use of Talkgroups:** Subscriber shall use only those talkgroups assigned to Subscriber as agreed to in advance. Any use of talkgroups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law.
- 4.5 Radio Equipment:** Subscriber is responsible for the acquisition, maintenance and repair of its subscriber radios and console equipment.
- 4.6 System Maintenance:** If Subscriber notices system failures, significant transmission interference, and other system problems that are not due to subscriber radios or console equipment, then Subscriber shall promptly report these issues to Member in accordance with a 24:7 procedure mutually agreed upon by the Member's Fire Chief and Subscriber's Police Chief. Member will provide restoration or repair to system to the best of its abilities. Member shall make its best effort to provide Subscriber with the same quality of radio system use as the Member's radio system.

5.0 PROJECT MANAGEMENT

Member's Wireless Communications Administrator or his or her designee shall serve as Member's project manager. Subscriber's Radio Communications Manager or his or her designee shall serve as Subscriber's project manager. The project managers shall communicate at least annually regarding the Subscriber's talkgroups' operation and needs. Talkgroups are listed in **Attachment A**. Notwithstanding Section 2.1 above and 8.11 below, the Parties may modify **Attachment A** with a Letter Amendment, which shall be dated, numbered, and signed by Member's Fire Chief to Subscriber's Chief of Police.

6.0 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will Member, ICI, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if Member has been advised of the possibility of such damages.

7.0 DISCLAIMER

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk. MEMBER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

8.0 GENERAL PROVISIONS

- 8.1 Successors:** Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the Parties hereto but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties hereto.
- 8.2 Assignment:** Neither party shall assign, transfer or sell any of its rights or responsibilities under this agreement in any other capacity, without the express written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment without such consent shall be void.
- 8.3 Compliance with Laws:** Each Party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable.
- 8.4 Force Majeure:** If performance by either Party is prevented because of the occurrence of force majeure, act of God, epidemic, fire, casualty, lockout, labor condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal, extraordinary delays, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such Party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension. If such suspension continues for a period of one (1) year, this Agreement shall terminate.
- 8.5 Waiver; Remedies Cumulative:** By entering this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties to this Agreement.
- 8.6 Mitigation of Damages:** In all situations arising out of the Agreement, the Parties shall attempt to avoid and minimize damages resulting from the conduct of the other Party.

- 8.7 No Waiver:** A waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- 8.8 Attorney fees:** If any action of law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 8.9 Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 8.10 Authorization:** Each Party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective elected and appointed d officials, administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 8.11 Entire Agreement between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both Parties.
- 8.12 Partial Invalidity and Choice of Law:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
- 8.13 Notices:** for the purpose of notifying or contacting the other Party relative to any matter concerning this Agreement, a Party shall mail such notice to the Party to be notified, addressed as follows:

<u>Member</u> Kurt Johnson, Deputy Fire Chief City of Montebello 600 N. Montebello Blvd. Montebello, CA 90640 Tel: (323) 887-4510	<u>Subscriber</u> Sheryl Gutierrez, Police Support Services Manager City of Whittier 13200 E. Penn Street Whittier, CA 90602 Tel: (562) 567-9151
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Fax: (323) 887-4502

Email: kjohnson@cityofmontebello.com

Fax: (562) 567-9145

Email: sgutierrez@cityofwhittier.org

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either Party may change the specified person or address at which it is to receive notices by giving ten (10) days' notice of such change to the other Party in writing.

In recognition of the obligations stated in this Agreement, the Parties execute this Agreement:

CITY OF MONTEBELLO

Andrew G. Pasmant, Acting City Manager

Date

ATTEST:

Irma Bernal-Barajas, City Clerk

Date

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

Date

CITY OF WHITTIER

Jeffrey W. Collier, City Manager

Date

ATTEST:

Lisa Pope, Whittier City Clerk

Date

APPROVED AS TO FORM

Richard D. Jones
Attorney for Whittier

Date

ATTACHMENT A

INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF WHITTIER

TALKGROUPS

Up to ten (10) specific Talkgroups will be identified and programmed for use by the Whittier Police Department's subscriber radios. Modifications to Talkgroups and/or their use will be negotiated in good faith between the Parties.

The Member's Fire Chief and Subscriber's Police Chief will administratively determine the Talkgroups that Whittier Police Department is authorized to program into its Police Department radios. The Fire Chief and Police Chief may administratively modify the Talkgroups. Any such determination or modification will not require an amendment to this Agreement.

Subscriber radios are handheld, mobile, dispatch consoles two-way radios and associated equipment owned or used by Subscriber, programmed to be compatible with Member's radio system. Pursuant to this Agreement, the Whittier Police Department may operate subscriber radios on the Member's radio system, and shall receive a unique radio identification called a Subscriber ID from the Member.

ATTACHMENT B

INTEROPOERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF WHITTIER

FEE SCHEDULE

Fees are to be paid in accordance to sections 3.1 through 3.3 of this agreement.

<u>Period</u>	<u>Fee Amount</u>
Initial year (or portion of year through June 30)	\$35.00 per radio in use per month*
Year 2 (July 1 through June 30)	\$36.00 per radio in use per month
Year 3 (July 1 through June 30)	\$37.00 per radio in use per month
Year 4 (July 1 through June 30)	\$38.00 per radio in use per month
Year 5 (July 1 through June 30)	\$39.00 per radio in use per month
Year 6 (July 1 through June 30)	\$40.00 per radio in use per month
Year 7 (July 1 through June 30)	\$41.00 per radio in use per month
Year 8 (July 1 through June 30)	\$42.00 per radio in use per month
Year 9 (July 1 through June 30)	\$43.00per radio in use per month
Year 10 (July 1 through June 30)	\$44.00 per radio in use per month

* The initial year fee shall be prorated from the Commencement Date through June 30th of the following year.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

The total number of radios to become subscribers as of 8/1/2018 is three hundred twenty-nine (329) portables and mobiles.

CITY OF WHITTIER

RADIO FREQUENCIES USE AGREEMENT

This Radio Frequencies Use Agreement ("Agreement") is entered into by and between the CITY OF WHITTIER, a Municipal Corporation, with its mailing address located at 13230 Penn Street, Whittier, California 90602-1772, Tax ID # 95-600812, and the CITY OF MONTEBELLO, a Municipal Corporation, with its mailing address located at 1600 W Beverly Blvd., Montebello, CA. 90640. The CITY OF WHITTIER and CITY OF MONTEBELLO are collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

- A. The CITY OF WHITTIER maintains FCC licenses for a pair (one transmit and one receive frequency) of public safety radio communication frequencies (473.3375 MHz and 470.3375 MHz), which are referred to throughout the Agreement as the "Licensed Radio Frequencies."
- B. The Parties desire, pursuant to the terms of this Agreement, for CITY OF WHITTIER to grant to the CITY OF MONTEBELLO a non-exclusive agreement to use the Licensed Radio Frequencies.
- C. Pursuant to the Interoperable Radio System Subscriber Agreement executed concurrently with this Agreement, the CITY OF WHITTIER is further agreeing to subscribe to the CITY OF MONTEBELLO's radio communication system, a member system of the Interagency Communications Interoperability (ICI) radio system.
- D. Pursuant to a Land Lease Agreement between the Parties, and executed concurrently with this Agreement, the CITY OF WHITTIER is also agreeing to lease to the CITY OF MONTEBELLO certain real property specified therein for the placement of by the CITY OF MONTEBELLO of certain telecommunications equipment further specified therein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CONSIDERATION.

- A. Grant of License. In consideration of the terms and obligations set forth herein, payment of the frequencies use fee, and the concurrent execution by both Parties of the Interoperable Radio System Subscriber Agreement and the Land Lease Agreement, the CITY OF WHITTIER grants to the CITY OF MONTEBELLO a non-exclusive non-transferable use of the Licensed Radio Frequencies, subject to the restrictions set forth herein.

- B. Use Fee. In consideration of the grant of the frequencies use set forth herein, the CITY OF MONTEBELLO agrees to pay an annual fee to the CITY OF WHITTIER in the amount specified in Attachment A (Fee Schedule), due and payable to the CITY OF WHITTIER within 60 days of the date on which the CITY OF WHITTIER first has beneficial use of the interoperable radio system ("Radio Use Commencement Date"). After the initial year, each annual use fee shall be paid on July 1 of each year during the term.
- C. Use and Limitations on Use. The CITY OF MONTEBELLO will use the Licensed Radio Frequencies for the sole purpose of public safety and local government communications and no other use. Any use of the Licensed Radio Frequencies shall be in accordance with the rules and regulations of the Federal Communications Commission and all state and federal law.
- D. Maintenance of License. The CITY OF WHITTIER will maintain and keep current the FCC licensing of the Licensed Radio Frequencies during the term and renewals of this Agreement, with the understanding that the use of the Licensed Radio Frequencies will be in the service of Public Safety and local government communications.
2. TERM. This Agreement shall be effective as of the date of execution by both parties, (the "Commencement Date"), and shall continue until June 30, 2028.
3. RENEWAL OR TERMINATION.
- A. Renewal. Upon expiration of the initial term of this Agreement, the term shall automatically renew for a maximum of two (2) additional five (5) year terms, unless sooner terminated by either party upon one (1) year prior written notice.
- B. Termination. This Agreement may be terminated without cause upon expiration of any one (1) year period following the Commencement Date by either party upon no less than one (1) year prior written notice. This Agreement may be terminated for cause for failure to cure default within thirty days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.
4. REMOVAL UPON TERMINATION. In the event this Agreement is terminated or expires, the frequencies use granted herein for the Licensed Radio Frequencies shall expire and the Licensed Radio Frequencies shall revert to the sole use of the CITY OF WHITTIER. Upon expiration or termination, the CITY OF MONTEBELLO

shall remove said Licensed Radio Frequencies from its ICI radio system within no more than ninety (90) days of such termination or expiration.

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

<u>City of Montebello</u>	<u>City of Whittier</u>
Kurt Johnson, Deputy Fire Chief City of Montebello 600 N. Montebello Blvd. Montebello, CA 90640 Tel: (323) 887-4510 Fax: (323) 887-4502 Email:kjohnson@cityofmontebello.com	Sheryl Gutierrez, Support Services Manager City of Whittier 13200 E. Penn Street Whittier, CA 90602 Tel: (562) 567-9151 Fax: (562) 567-9145 Email: sgutierrez@cityofwhittier.org

6. **FORCE MAJEUR.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstance beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.
7. **ASSIGNMENT.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party.
8. **LIMITATION ON LIABILITY.** To the maximum extent permitted by applicable law, in no event will the CITY OF WHITTIER, its officials, employees, or agents be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the CITY OF MONTEBELLO's use of the Licensed Radio Frequencies or performance under this Agreement whether arising in tort (including negligence), contract or any other legal theory.

9. DISCLAIMER. The use provided pursuant to this Agreement is offered with no warranty. Use of the Licensed Radio Frequencies are at the CITY OF MONTEBELLO's sole risk. CITY OF WHITTIER does not represent or warrant that the Licensed Radio Frequencies will meet CITY OF MONTEBELLO's requirements.

In recognition of the obligations stated in this Agreement, the Parties execute this Agreement:

City of Montebello

Andrew G. Pasmant, Acting City Manager

Date

ATTEST:

Irma Bernal-Barajas, City Clerk

Date

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

Date

City of Whittier

Jeffrey W. Collier, City Manager

Date

ATTEST:

Lisa Pope, Whittier City Clerk

Date

APPROVED AS TO FORM

Richard D. Jones
Attorney for Whittier

Date

ATTACHMENT A

FEE SCHEDULE

Fees are to be paid in accordance to Section 1.B of this Agreement.

<u>Period</u>	<u>Fee Amount</u>
Initial year (July 1 through June 30, 2019)	\$18,000.00*
Year 2 (July 1 through June 30)	\$18,540.00
Year 3 (July 1 through June 30)	\$19,096.00
Year 4 (July 1 through June 30)	\$19,668.00
Year 5 (July 1 through June 30)	\$20,258.00
Year 6 (July 1 through June 30)	\$20,865.00
Year 7 (July 1 through June 30)	\$21,490.00
Year 8 (July 1 through June 30)	\$22,134.00
Year 9 (July 1 through June 30)	\$22,798.00
Year 10 (July 1 through June 30)	\$23,481.00

* The initial year fee shall be prorated on a monthly basis from the Radio Use Commencement Date through June 30th of the following year.

CITY OF WHITTIER

LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO

This Agreement is made between CITY OF WHITTIER (the "City"), a Municipal Corporation, on its own behalf, with its mailing address located at 13230 Penn Street, Whittier, California 90602-1772, Tax ID # 95-600812, hereinafter the City being designated as "LESSOR," and City of Montebello, with its mailing address located at 1600 W Beverly Blvd., Montebello, CA. 90640, hereinafter designated "LESSEE." The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PREMISES.** LESSOR hereby leases to LESSEE a certain designated space measuring 12 feet by 16 feet and more specifically depicted on **Exhibit "A"** ("Premises") situated on real property located at 12641 Carinthia Dr., Whittier, California as more specifically described in **Exhibit "B"** (the "Property"). LESSOR hereby grants LESSEE the lease and a non-exclusive right of way over the Property for ingress and egress, for the sole purpose of the installation and maintenance of the improvements, personal property and facilities more specifically described in **Exhibit "A"** (collectively, the Lessee's Communications System). LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the Premises on foot and use the public parking lot adjacent to the Premises for parking.

The Lessee's Communications System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the Lessee's Communications System of the expiration or termination of this Agreement, excepting the generator, LPG tanks, Public Safety Building, and Public Safety Radio Tower which will revert to the sole ownership of LESSOR.

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

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become **Exhibit "E"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "B."** Cost for such work shall be borne by the LESSEE.
3. **TERM AND CONSIDERATION.** This Agreement shall be effective as of the date of execution by both Parties (the "Commencement Date") and the initial term shall expire on June 30, 2023, unless the term is extended pursuant to Section 4. In consideration of the term of this Agreement, LESSEE shall pay to LESSOR annual rent in the amount indicated in **Exhibit "D"** - Rent Schedule. The initial year's rent shall be payable to LESSOR on a monthly prorated basis, not to exceed the amount identified in **Exhibit**

“D,” and within 60 days of the date on which the City of Whittier first has beneficial use of the interoperable radio system. After the initial year, the annual use fee shall be paid on or about July 1 of each year during the term of this Agreement.

As a material condition and consideration for, the Parties execution of this Lease Agreement is the execution of the Radio Frequency License Agreement and the Interoperable Radio System Subscriber Agreement by both Parties concurrently with this Agreement.

4. EXTENSIONS. LESSOR shall automatically extend this Agreement for two (2) additional five (5) year terms unless the LESSEE terminates the Agreement by giving the LESSOR written notice of non-renewal at least six (6) months prior to the end of the then-current term. Each extension term shall be on the same terms and conditions as set forth herein.
5. CITY-OWNED EQUIPMENT. LESSEE shall cooperate with LESSOR for the purpose of placing City-owned wired/wireless communication equipment (including any necessary accessories) on the Public Safety Radio Tower for the purpose of transmitting public safety communications.
6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of maintaining and operating the Lessee's Communication System and uses incidental and all necessary appurtenances, including a generator. LESSOR, at its expense, may use any and all appropriate means of restricting access to the Lessee's Communications System, in cooperation with LESSEE. LESSEE shall have the right to replace, repair, and add to or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, as long as LESSEE insures that modifications or additions will not interfere with other systems on the property, nor overload the Public Safety Radio Tower. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement.

7. INDEMNIFICATION. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property. LESSOR shall not be responsible for any loss or damage to any property owned or controlled by LESSEE that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or employees. LESSOR agrees to defend, indemnify and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSEE or any of its officers, agents or employees.
8. INSURANCE. LESSEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Agreement. **Exhibit "C"** identifies the terms and requirements for insurance to be provided by the LESSEE.

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

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

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

9. TERMINATION. Notwithstanding anything to the contrary contained herein, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that one (1) year's prior notice is given the LESSOR. This Agreement may also be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.
10. INTERFERENCE. With the exception of radio equipment for the law enforcement activities of the LESSOR, LESSOR agrees that LESSOR, and/or any other lessees of the Property who currently have, or in the future take, possession of the Property, will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its Communications System, with the exception of the generator, LPG tanks, Public Safety Building, and Public Safety Radio Tower, which will revert to the sole ownership of LESSOR.
12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.
13. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. The City covenants that it is seized of a fee simple interest in the Property.
14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to

exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.
16. ASSIGNMENT. This Agreement may not be sold, assigned or transferred by the LESSEE without approval or consent of the LESSOR, in LESSOR's sole and absolute discretion. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

LESSEE may not mortgage or grant a security interest in this Agreement or the Lessee's Communication System to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), without LESSOR consent, in its sole and absolute discretion. Such Mortgagees must agree to be bound by the terms and provisions of this Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises.

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

LESSOR: Attn: City Manager
City of Whittier
13230 Penn Street
Whittier, California 90602
Phone: (562) 567-9300

LESSEE: Attn: Kurt Johnson, Deputy Fire Chief
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

With a copy to LESSEE's City Attorney

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

18. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.
19. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.
21. DEFAULT. In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have thirty (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.

22. **ENVIRONMENTAL.** LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).
23. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.
24. **CONDEMNATION.** In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.
25. **SUBMISSION OF LEASE.** The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining

provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.
27. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
28. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
29. CO-LOCATABLE SITE. LESSEE agrees that the Lessee's Communications System shall NOT be a co-locatable facility. LESSEE may not sublease any portion of the Premises.
30. RELOCATION OF LESSEE'S COMMUNICATION SYSTEMS. If LESSOR determines it necessary to relocate LESSEE's Communications Systems, LESSOR will have the right, subject to the following provisions of this Section, and exercisable at any time after the first five (5) years of the Initial Term to relocate all or part of LESSEE's Facilities to an alternate location (the "Relocation Premises"); provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by LESSEE; (b) such relocation will be performed exclusively by LESSEE or its agents; (c) such relocation will not unreasonably result in any interruption of the communications service of LESSEE on LESSOR's Property; and (d) such relocation will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from LESSOR's Property. LESSOR will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to LESSEE. In the notice, LESSOR will identify the proposed Relocation Premises on LESSOR's Property to which LESSEE may relocate LESSEE's Facilities. LESSOR and LESSEE hereby agree that the parties will enter into an amendment to this Lease to memorialize the Relocation Premises and that the Relocation Premises shall be considered the Premises for all purposes hereunder, and such

amendment shall include a survey (prepared at the sole cost and expense of LESSOR) of the Relocation Premises (including the access and utility easements) which will supplement **Exhibit "A"** hereto. If in LESSEE's reasonable judgment no suitable Relocation Premises can be found, LESSEE shall have the right to terminate this Agreement upon written notice to LESSOR, without penalty or further obligation.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

LESSOR - CITY OF WHITTIER

LESSEE – CITY OF MONTEBELLO

Jeffrey W. Collier, City Manager

Andrew G. Pasmant, Acting City Manager

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

Arnold M. Alvarez-Glasman, City Attorney

ATTEST:

ATTEST:

Lisa Pope, City Clerk

Irma Bernal-Barajas, City Clerk

EXHIBIT A

LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO

DESCRIPTION OF PREMISES

An 80-foot Public Safety Radio Tower that accommodates a minimum of six base station antennas, located at the north side of the fenced concrete pad on the Property.

Premises include:

- An air-conditioned structure located at the north side of the fenced concrete pad on the property, of approximately twelve (12) by sixteen (16) feet ("Public Safety Building");
- An uninterruptible power supply (UPS);
- A 50 Kw emergency generator; and
- Two 499-gallon LPG tanks with regulated fuel system.

Electrical power lines run from a pole at the south side of the fenced concrete pad, underground to the Public Safety Building.

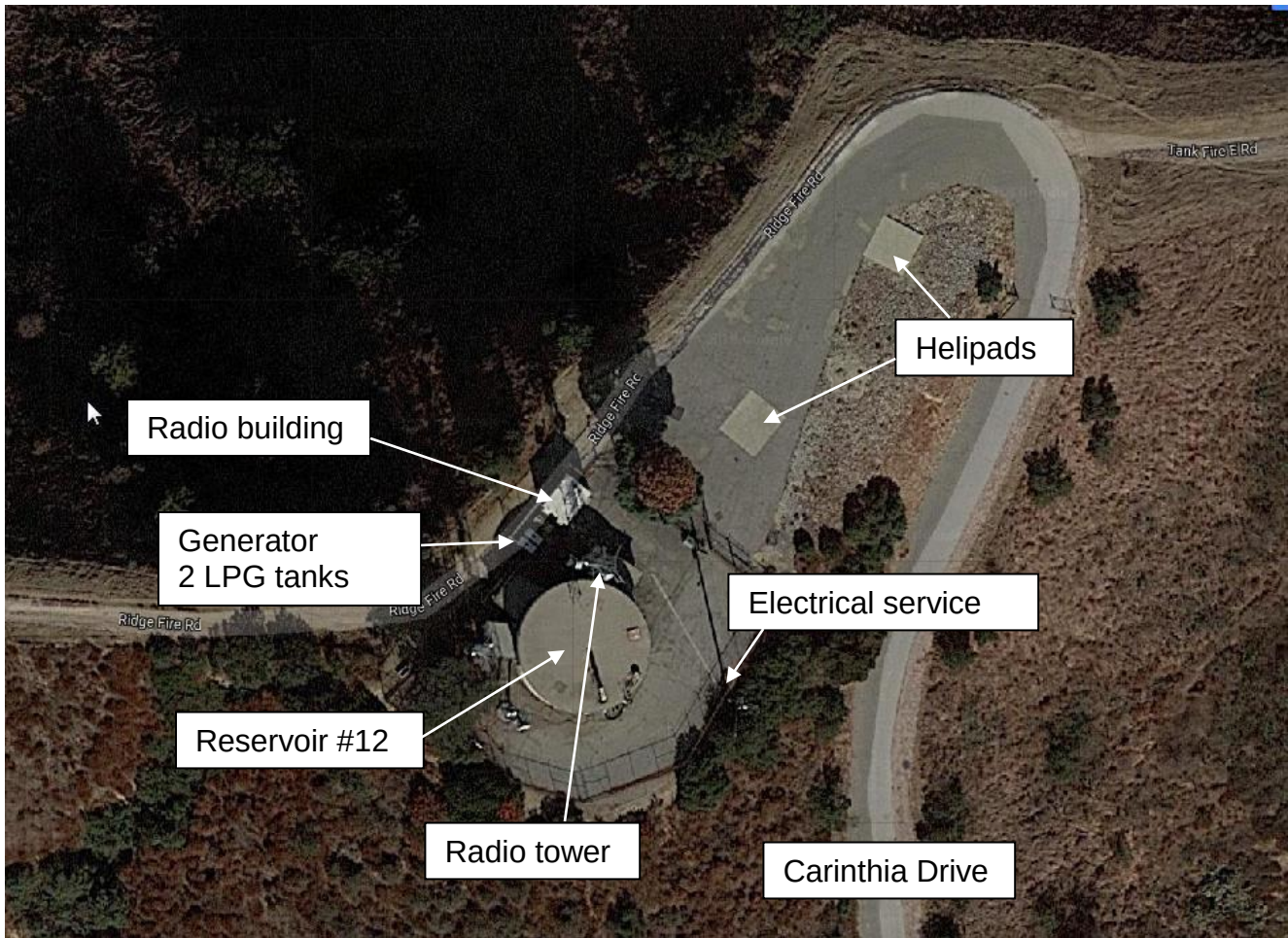


EXHIBIT B

LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO

DESCRIPTION OF PROPERTY

Whittier Starlight Reservoir No. 12

12641 Carinthia Dr.

Whittier, CA 90601

That portion of the southwest quarter of the northeast quarter of Section 16, Township 2 South, Range 11 West, San Bernardino meridian, in the City of Whittier, County of Los Angeles, State of California, according to the official plat of said land filed in the District Land Office on February 25, 1868, and that portion of the northwest quarter of the southeast quarter of said Section 16, described as a whole as follows:

Beginning at a point in the west line of the southwest quarter of the northeast quarter of said Section 16, distant thereon North 0 degrees 26'05" "East 165,000 feet from the center of said Section 16; thence South 0 degrees 26'05" West along said west line and the west line of the northwest quarter of the southeast quarter of said Section 16, a distance of 525.00 feet; thence North 45 degrees 26' 05" East 440.00 feet; thence North 0 degrees 26'05" East 340.00 feet; thence North 36 degrees 08'20" East 207.91 feet; thence North 51 degrees 05'02" West 155.00 feet; thence South 38 degrees 54'58" West 500.00 feet to said point of beginning.

EXHIBIT C

LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO

INSURANCE REQUIREMENTS

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

Professional Liability Insurance	\$1,000,000/\$2,000,000
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General Liability:

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

Workers' Compensation:

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

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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The LESSEE shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days after the effective date of this Agreement, and no payments for services provided by LESSEE under this agreement shall be made by City until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in

equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the LESSEE.

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

EXHIBIT D

LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO

RENT SCHEDULE

Rent is to be paid in accordance to Sections 3 and 4 of this Agreement.

<u>Initial Term</u>	<u>Rent Amount</u>
Initial year, or portion of year, through June 30*	\$33,324.00
Year 2 (July 1 through June 30)	\$34,752.00
Year 3 (July 1 through June 30)	\$36,168.00
Year 4 (July 1 through June 30)	\$37,572.00
Year 5 (July 1 through June 30)	\$38,952.00
<u>First Extension</u>	
Year 6 (July 1 through June 30)	\$40,320.00
Year 7 (July 1 through June 30)	\$41,676.00
Year 8 (July 1 through June 30)	\$43,008.00
Year 9 (July 1 through June 30)	\$44,316.00
Year 10 (July 1 through June 30)	\$45,600.00

*The initial year rent shall be prorated from the date Lessee first has beneficial use of the interoperable radio system through June 30th of the following year.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Radio Upgrades and/or Purchases and Budget Appropriate Resolution

DATE: September 12, 2018

RECOMMENDATION

That the City Council approve the following items: 1) budget appropriation for radio upgrades; and 2) approve Option 3 (lease option) with Motorola Solutions, to meet the radio communications needs of the City of Montebello.

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division began building a radio system to provide enhanced radio coverage for the Montebello Police and Fire Departments. This system had a relatively small coverage map. At this time, it was largely just the City of Montebello and the immediately surrounding areas. Over the next 10 years, the radio system expanded with towers in Whittier and Monterey Park, in an attempt to provide a wider coverage map and better service in that coverage area. In 2003, the Montebello Fire Department joined its system with seven other cities to create the Joint Powers Agreement (JPA), which is now referred to as Interagency Communications Interoperability (ICI) System. This system of radio towers and infrastructure allows the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

This radio system has been supported by both general funds and grant funds, and continues to expand and become more advanced with the current configuration change occurring this year, known as Project 25 (P-25). Project 25 is a series of standards (rules) set forth by the Federal government for digital mobile and portable radios and radio system infrastructure, specifically used by public safety agencies of the United States. The enhancement to P-25 allows for the ability to not only utilize the radios for voice, but also for data transmission, and even video. The communications are also provided with encryption, and the equipment is provided with GPS and total interoperability across all communications platforms as part of those P-25 upgrades.

With the Project 25 upgrades, the system infrastructure, such as towers and system controllers are all scheduled to be completed by December 2018. Motorola Solutions is

the sole source provider of the equipment and upgrades for the City of Montebello. These upgrades were approved by the City Council in 2016, with a nearly \$3,000,000.00 grant.

With the infrastructure upgrades, in order for the City of Montebello mobile and portable radios to operate on the system, those mobile and portable radios will need upgrading. This upgrade to the mobile and portable radios requires new internal components and software upgrades to make them compatible with the upgraded system or replacement.

Upgrading the Current Radio Equipment (Option 1)

The City of Montebello currently has about 400 radios (both mobile and portable) among all departments of the City, with a majority of them being in the Police, Transportation, and Fire Departments. The current radio cache was largely purchased in 1999, 2000, 2002, and 2003, and those purchases were largely through grants. These radios have exceeded their life expectancy of 5 to 10 years, with some radios being in service for nearly 20 years. Of the 400 radios in use, about 150 radios will have to be replaced, due to their age, and more importantly due to the inability to be upgraded. Of the remaining 250 radios, some will require new internal components, and/or software programming upgrades to be functional on the upgraded ICI System and compliant with the Project 25 upgrade. The radio upgrades range from \$600.00 to \$700.00 (per radio)-depending upon the age and condition of the radios. The estimate on this upgrade of the current radio cache is about \$295,000.00. Unfortunately, the life expectancy of the radios at that point will still only be another 2 years, at which time the entire cache will have to be replaced, at a probable cost of nearly \$4,000,000.00 (list price).

Replacement of the Current Radio Equipment (Option 2)

As stated, the current radio cache is aged and becoming obsolete and will require upgrades and/or replacement to maintain operation on the system. With the Project 25 upgrades being completed, and a number of other agencies in the region are finding themselves in the same circumstances, Motorola Solutions has provided a “one time” Los Angeles Area Regional Volume Pricing Plan Option, which reduces a retail price of \$14,500.00 and \$12,500.00, for portable and mobile radios-respectively, down to an average cost of about \$6,600.00 and \$5,500.00, for portable and mobile radios-respectively. The total cost of the radio replacement would be reduced to \$1,993,711.52- which is about 50% discounted due to the current Los Angeles Area Regional Volume Pricing Plan Option

Replacement of the Current Radio Equipment via Financing (Option 3)

Given the cost of the replacement radios, Motorola Solutions is providing a three year financing plan, with the first year with no interest, and no down payment, and the first payment is due starting 365 days from date of purchase (Fiscal Year 19/20). Those payments would range from about \$609,565.00 to \$662,074.00.

Additional Notes related to Option 2 and Option 3 only

These options would require the issuance of a purchase order by September 15, 2018, in order to deliver the equipment within the timeline consistent with the Project 25 upgrades in December 2018. Competitive bidding has been performed by the County of Los Angeles, and would allow the City of Montebello to piggy back on their purchase price. Due to the current system configuration, in order to be provided with the full capability of the system, Motorola Solutions has provided documentation reflecting that these are sole source purchases for use on the ICI System.

After discussions with the Motorola Solutions, in the event the price drops more before the end of the year, the City of Montebello would receive a credit on the purchase.

In addition to the cost of the radios, the installation of the new radios would cost about \$95,000.00, among the nearly 200 vehicles with radios. These installations would be performed by Foothill Communications, under the current agreement. And, there would be a need for accessories, such as batteries, chargers, and microphones, in the amount of about \$200,000.00. These purchases would also be coordinated by Foothill Communications, our contract communications service provider.

ANALYSIS

Motorola Solutions is considered a sole source provider of radio equipment to the City of Montebello, ICI System, as the usability of the features of the enhanced Project 25 system are not available on other brands of radios. Given the Project 25 system upgrades and the investment of funds in that project, it would be cost effective to take advantage of the features of the Motorola Solutions radios and the radio upgrade.

Based upon the short term remaining life span of the current radio cache, with the upgrades, of about 2 years, and the attractiveness of the regional discounts and financing plan provided, and the expected 10 to 15 year life span on the new radios (with annual cost of these radios is about \$133,371.15 or less at a 15 year life span), it would be prudent to purchase new radios versus investing in the aged radio cache.

Disposition of Old Radios in Option 2 and Option 3 only

Currently, there are options available for the disposition of the used radios, due to their remaining life span, in the commercial industry. There is a potential of about \$300.00 to \$700.00 per radio in the current market. Motorola Solutions is also considering a "trade in" option for the used radios. These would occur after the new radios were placed into service, in December 2018.

FISCAL IMPACT

This purchase was not budgeted, and would require a budget appropriation. The cost of the equipment will be allocated to each department based upon funding allocations. The appropriation would be \$295,000.00 in the current fiscal year (2018/2019 FY). The

following three fiscal years would have a need for budget appropriations in amounts ranging from about \$609,565.00 to \$662,074.00.

SUMMARY

The City Council will consider approval of a current fiscal year budget appropriation for either:

- Option 1. \$295,000.00 for radio upgrades OR
- Option 2. \$2,273,711.52 for radio replacement and installation OR
- Option 3. \$280,000.00 for radio replacement via financing and installation
 (future payments would range from about \$609,565.00 to
 \$662,074.00)

to meet the radio communications needs of the City of Montebello.

ATTACHMENTS

Motorola Solutions Sole Source Letter
Los Angeles County Contract with Motorola Solutions



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
725 South Figueroa Ave. #1855
Los Angeles, CA 90017
USA

August 29, 2018

Kurt Johnson
Fire Department
600 N. Montebello Blvd.
Montebello, CA 90640

Re: Motorola Solutions Sole Source – APX Subscriber Radios

Dear Mr. Johnson,

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the U.S. Government and Public Safety market and is pleased to have the City of Montebello as a valued customer. The ASTRO25 radio subscribers we design and manufacture contain proprietary hardware and software components which are not commercially available except through Motorola and its channel partners.

The Motorola Radio Subscribers and Options that will be purchased by the City of Montebello can be used on their existing Motorola Trunked Two-Way Radio System and the ASTRO P25 Trunked System that ICI Member Agencies currently operate. These Radios will operate on P25 Trunked equipment that has proprietary features operating on Motorola Solutions Core equipment located at Glendale Master Site.

Furthermore, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers. Motorola maintains a parts and accessories inventory sufficient to support its warranty, maintenance and support services obligations. These parts and accessories are manufactured either by Motorola or for Motorola subject to Motorola's specifications and other requirements.

If you have any questions regarding our Radio Equipment, please contact your Account Executive, Michael Bravo at (951) 277-2125.

Sincerely,

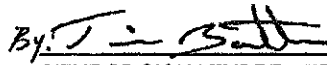
Motorola Solutions, Inc.

Michael Bravo
Sr. Account Executive

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-1740313-1	VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 1326070	
MOTOROLA SOLUTIONS INC 725 S. FIGUEROA ST., STE. 1870 LOS ANGELES CA 90017			BUYER: Priscilla Diaz PHONE: 323-267-2315 EMAIL: pdiaz@lad.lacounty.gov	
			VENDOR NO: 033256 CONTACT: DAVE ANDREWS PHONE: 213-362-6704	
			FISCAL YEAR: EFFECTIVE DATE: 07/01/17 EXPIRATION: 06/30/20	

RADIO COMMUNICATIONS (MOTOROLA)

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-45-00-028600 RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA % DISCOUNT: SEE EXHIBIT A 2017-2020 DISCOUNT DATED JULY, 1, 2017	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 962-86-00-043391 FREIGHT (SEE PAGE 17 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)	0.000	EA	ITEM	\$ 0.000000

 COUNTY OF LOS ANGELES	6/29/17 MOTOROLA SOLUTIONS, INC. By:  VENDOR SIGNATURE/DATE	6-29-17
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Approved
MARK W. ANTHONY

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-1740313-1	Page 2
TERMS & CONDITIONS OF PURCHASE FOR CONTRACT 1740313 ***NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 1240419 (TERM: 2012 - 2017) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 1240419. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.*** ****NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT & RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT.**** CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION. 1. TERMS OF AGREEMENT: THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT: A. COUNTY MAY EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS). B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT. C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS. VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS. ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION. 2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS. 3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
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4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR. 5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 17404313 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER). 6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY. DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE. 8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS. 8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT. 9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES. 10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT. 11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A		

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PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION. 11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES. 12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA. 13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER. IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE. VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF. THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE. 14 LIABILITY INSURANCE:		

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THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE COUNTY. THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW. 15 INSURANCE COVERAGE REQUIREMENTS; GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING: GENERAL AGGREGATE: \$5 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$5 MILLION 16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING: EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION 17 INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.		

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GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE. CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS. EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT. THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE. THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO: ATTN: PRISCILLA DIAZ MA-IS-1740313 COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE RM # G115 LOS ANGELES, CA 90063 SUCH CERTIFICATES OR OTHER EVIDENCE SHALL: (1) SPECIFICALLY IDENTIFY THIS AGREEMENT. (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT. (3) CONTRACTOR AGREES THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE. (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS ADDITIONAL INSUREDS FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT. (5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT. 18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY. FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS		

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AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY: (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE. (2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT. (3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER. (4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY. INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER: (1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR (2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME. 19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES. 20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY. 20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 1740313, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE		

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AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS. 21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE. 22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY. 23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT. COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD. 24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT. 25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR. 26 STANDARD TERMS AND CONDCTIONS, PAGE 12 -PRICE GUARANTEE: DELETED 27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER. 28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED		

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LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER. 29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS. 30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER DESIGNEE. 30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN. 31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER. 32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF. 32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE. 33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT. 33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN		

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POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR. 34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR. CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE. 35 PARTICIPATING PUBLIC AGENCIES COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE. THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER. PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY. THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY. THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT. EACH PARTICIPATING PUBLIC AGENCY'S PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-1740313 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT		

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WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE. 36 FREIGHT/SHIPPING CHARGES: 1) ORDERS PLACED THROUGH THE MOTOROLA PARTS & ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE. 2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE. 3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE. 37 PRICING AS PER ATTACHED: 1. EXHIBIT A _ 2017-2020 DATED JULY 1, 2017 38 WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS. UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206. 39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.		

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed. PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles. ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation. Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement. CONTRACTOR RESPONSIBILITY AND DEBARMENT 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.		

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6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. PROHIBITION AGAINST USE OF CHILD LABOR 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and VENDOR shall: 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors. 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor. A. Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. B. Written Employee Jury Service policy. 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.		

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3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. 4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.		
PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS		
Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.		
ASSIGNMENT BY CONTRACTOR		
A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.		
B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.		
C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.		

EXHIBIT A
MA-IS-1740313 CONTRACT AGREEMENT PRICING
2017-2020
MOTOROLA COMMUNICATIONS EQUIPMENT & SERVICES

Motorola products & services discount percentages is listed below

Pricing for products & services listed below is located in Motorola
Product Catalog (ECAT)

Pricing shall be in accordance with Motorola Product Catalog (ECAT) and
any subsequent revisions and updates

New Products released between contract renewals will be offered to the
County with prevailing discounts. Motorola will revise Exhibit A to
included the new products

MOTOROLA PRODUCTS		2017- 2020 DISCOUNT
APX Personnel Accountability		
APX Personnel Accountability Information		
ASTRO 25 Infrastructure and Systems		
Master Site		14.00%
Master Site ASTRO 7.5 Upgrade Add-On		14.00%
Master Site ASTRO 7.6 Upgrade Add-On		14.00%
Master Site ASTRO 7.7 Upgrade Add-On		14.00%
Master Site ASTRO 7.8 Upgrade Add-On		14.00%
Master Site ASTRO 7.9 Upgrade Add-On		14.00%
Master Site ASTRO 7.11		14.00%
Master Site ASTRO 7.11 Upgrade Add-On		14.00%
Master Site ASTRO 7.13		14.00%
Master Site ASTRO 7.13 Upgrade Add-On		14.00%
Master Site ASTRO 7.14 New		14.00%
Master Site ASTRO 7.14 Upg/Add		14.00%
Master Site ASTRO 7.15 New Add-On		14.00%
Master Site ASTRO 7.15 Upgrade		14.00%
ASTRO 25 Conventional K1/K2		14.00%
ASTRO 25 Conventional K1/K2 7.13 Core		14.00%
ASTRO 25 Conventional K1/K2 7.13 Upgrade Add-On		14.00%

ASTRO 25 Conventional K1/K2 A7.14 Core	14.00%
ASTRO 25 Conventional K1/K2 A7.14 Upgrade Add-On	14.00%
ASTRO 25 Conventional 7.15 K-Core	14.00%
ASTRO 25 Conventional A7.15 K- Core Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 7.14 Core	14.00%
ASTRO 25 Trunking L1/L2 7.14 Upgrade Add-On	14.00%
ASTRO 25 Trunking 7.15 L-Core	14.00%
ASTRO 25 Trunking 7.15 L-Core Upgrade Add-On	14.00%
Packet Data Gateway	14.00%
Packet Data Gateway (Rackmount-server based)	14.00%
Packet Data Gateway (HPD)	14.00%
High Performance Data Packet Data Gateway	14.00%
Enhanced Telephone Interconnect	14.00%
Network Fault Management	14.00%
GenWatch3 ATIA Based Solutions	14.00%
Remote Site	
Site Controllers	
MTC 9600	14.00%
PSC 9600	14.00%
GCP 8000	18.00%
GCP 8000 Software Upgrades	20.00%
Comparators	
GCM 8000	15.00%
DIGITAC	15.00%
Base Stations / Repeaters	
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 Expandable Site Subsystem Chan Addition	20.00%
GTR 8000 Software Upgrades	20.00%
G-SERIES Hardware Upgrades	20.00%
QUANTAR	25.00%
QUANTAR High Power Boost Amplifier	25.00%
QUANTAR 6809 Trunking	25.00%
QUANTAR Intellirepeater Trunking	25.00%
QUANTAR Conventional Operations	25.00%
QUANTAR Cabinet and Rack Options	25.00%

QUANTAR General Options	25.00%
QUANTAR Kits and Accessories	25.00%
Receivers	
GPW 8000	25.00%
ASTRO-TAC Receiver	25.00%
SmartX	
Networking and Transport	
Network Security ASTRO 7x Systems	15.00%
Switching and Routing Center	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Routers / Gateways	15.00%
Network Products Terminal Servers	15.00%
Secure Solutions	
ASTRO Digital Interface Unit (DIU)	14.00%
ASTRO DIU FLASHport Upgrade	14.00%
ASTRO DIU CM FLASHport UCM Upgrade	14.00%
ASTRO DIU Encryption Refurbished	14.00%
ASTRO DIU 3000 Refurbished	14.00%
Key Management Facility (KMF)	
KMF (Integrated Trunking & Conventional)	14.00%
KMF Crypto Card FLASHport Upgrades	14.00%
KMF Small Fleet	14.00%
ASTRO 25 PDEG Encryption Unit	14.00%
CAI Data Encryption Module (CDEM)	14.00%
CRYTPR 2 Broadband IP Encryption Unit	14.00%
AME2000	14.00%
MGEK Crypto Card	14.00%
MVPN for APX	14.00%
Interoperability Solutions	
ISSI.1 Network Gateway	5.00%
MOTOBIDGE IP Interoperable Solution	15.00%
Data Applications	
Location Solutions	
ASTRO 25 Outdoor Location Solution Overview	5.00%
ASTRO 25 GPS Units	5.00%
ASTRO 25 Location APIs	5.00%
Tx Messenger	15.00%
Data Devices	
HPD 1000 Modem	5.00%
HPD 1000 Modem Upgrade	5.00%

Site Equipment	
RF Distribution Best Practices	0.00%
Battery Reverting Charger	10.00%
DC Power Systems	10.00%
Surge Protection Devices (SPDs)	10.00%
UPS	10.00%
Zetron Model 30 Worldpatch	10.00%
Antennas	
Low Band PIM VHF	10.00%
Low Band PIM UHF	10.00%
800 MHz Low PIM	10.00%
Low Band	10.00%
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
900 MHz	10.00%
Circulators and Isolators	
UHF	10.00%
Duplexers	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
900 MHz	10.00%
Filters	
800 MHz	10.00%
Receiver Multicouplers	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
Transmitters and Combiners	
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
Transmission Lines	
Super Flex/Low Density Foam	
1/2" Super Flex	10.00%
1/4" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%

1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8" Copper AVA Cable	10.00%
Aluminum Coaxial Cable	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8" Aluminum	10.00%
1-5/8" Aluminum	10.00%
VXL Flexible Cables	
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
AirCell Cables	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
Conventional Simulcast Controller	20.00%
Rapid Deployment Infrastructure	15.00%
Advanced Messaging Solution	
A1, A2, A3 Configurations	5.00%
Battery Monitoring	10.00%
Comparators	
GCM 8000 Comparator	20.00%
ASTRO-TAC 3000 Comparator	20.00%
ASTRO-TAC 9600 Comparator	25.00%
DIGITAC Comparator	15.00%
MLC 8000 Comparator	20.00%
Data Applications & Video Solutions	
MOV1000 In-Car Digital Video System	
MOV1000 In-Car Digital Video System	0.00%
MOV1000 Digital Multimedia Mgmt System (DMMS)	0.00%
VIEVU LE3 On Body Camera	5.00%
Digital Patroller 2 (DP-2)	

DP-2 In-Car Products	0.00%
DP-2 Video Management System (Server)	0.00%
Automatic License Plate Recognition	5.00%
ALT1000 ALPR SURVEILLANCE TRAILER	5.00%
Fixed Automatic License Plate Recognition	5.00%
Intelligent Data Portal	5.00%
Optimized Video Security	
Optimized Video Security Portfolio	0.00%
Mesh Camera Solutions	0.00%
Public Safety Applications	0.00%
RadiolP	0.00%
RIC	0.00%
Real Time Video Intelligence (RTVI)	0.00%
Real Time Crime Center (RTCC)	0.00%
Tx Messenger	0.00%
Data Devices	
Rugged Mobile Computing Devices (ML and MW)	
MW810 Mobile Workstation R2.0 (F5218)	0.00%
MW810 Mobile Workstation (F5208)	0.00%
ML910 Rugged Notebook Computer (Core Duo 1.66 GHz)	0.00%
Vehicular Radio Modem (VRM)	
Vehicular Radio Modem 850	0.00%
Dispatch Solutions	
Dispatch Computer Hardware	15.00%
Logging Solutions	
Dual Instant Recall Recorder	5.00%
MCC 7500 IP Logging Recorder Products	5.00%
NICE Inform	5.00%
HDL Plus	5.00%
NICE NRX	5.00%
Verint Recording Solutions	15.00%
MC Series Desktop Controllers	15.00%
MCC 5500 Dispatch Console	10.00%
MCD 5000 Deskset System	20.00%
MIP 5000 IP Dispatch Console	20.00%
MKM 7000 Console Alias Manager	15.00%
Monitoring and Control Network	10.00%
Motorola MCC 7100 Dispatch Position	15.00%
Motorola MCC 7500 Products	
MCC Series Accessories	15.00%

MCC 7500 Dispatch Consoles	15.00%
MCC 7500 Archiving Interface Servers	15.00%
MCC 7500 IP Logging Recorder Products	10.00%
MCC 7500 Conventional Channel Items	15.00%
MCC 7500 Aux I/O Items	10.00%
Servers, Workstations, OS and Ancillary Items	
Digital Conventional Systems	
IP Based Digital Conventional Systems	15.00%
Encoders	
Information Only	
Enterprise Applications	
Information Only	
Fire Station Alerting	
FSA4000	15.00%
MACH Alert	15.00%
Fireground Solutions	
Information Only	
800MHz Simplex Operation - Frequency Translator	10.00%
Fixed Data Products	
Fixed Data General Information	
IRM 1500	5.00%
ACE 1000 RTU	5.00%
ACE 3600 RTU	5.00%
ACE Product Licenses	5.00%
MOSCAD RTU	15.00%
MOSCAD-L RTU	0.00%
MOSCAD-M RTU	0.00%
MOSCAD Toolbox	18.00%
IP Gateways & M-OPC	18.00%
Network Fault Management	18.00%
MDS Data Radios	15.00%
Fixed Network Equipment	
Motorola Wireless Communication Sfwr II (MWCS II)	15.00%
MOTOBIDGE IP Interoperable Solution	15.00%
MOTOMESH Quattro	0.00%
MOTOMESH Extension	0.00%
MOTOMESH Duo	0.00%
MOTOMESH Solo	0.00%
Private Data Systems Software Subscriptions	0.00%
Wireless Network Gateway - Rackmount Server-Based	15.00%

High Performance Data Packet Data Gateway	15.00%
WDE1000 2.4/4.9 802.11 PCMCIA Card	0.00%
Fixed Stations	
CDR700/CDR500 Repeaters	
QUANTAR	
ASTRO-TAC Receiver25	25.00%
QUANTAR	25.00%
6809 Trunking	25.00%
Conventional Operations	25.00%
Cabinets and Racks Options	25.00%
General Options	25.00%
INTELLIREPEATER Trunking	25.00%
Kits and Accessories Options	25.00%
MTR2000 MOTOTRBO UPGRADE	25.00%
MTR3000	25.00%
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 AND GCP 8000 SOFTWARE UPGRADE	20.00%
GTR 8000 EXPANDABLE SITE SUBSYSTEM CHAN ADDITION	20.00%
G-series Hardware Upgrades	
Fixed Station Antenna Systems	
Single Side Band	
Single Side Band Antennas	10.00%
Transmission Lines	
Super Flex/Low Density Foam	
Transmission Line Info	10.00%
1/4" Super Flex	10.00%
1/2" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%
1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8 AVA	10.00%
ALUMINUM COAXIAL CABLE	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8 ALUMINUM	10.00%
1 5/8 ALUMINUM	10.00%

VXL FLEXIBLE CABLES	10.00%
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
AirCell Cables	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
Fixed Wireless (Broadband)	
RF Design Software	
EnterprisePlanner	0.00%
SiteScanner	0.00%
LANPlanner	0.00%
MeshPlanner	0.00%
Private Broadband Networks	0.00%
One Point Wireless	0.00%
PTP (Point to Point)	0.00%
RAD Data Products	0.00%
PMP (Point to Multipoint)	0.00%
Wireless LAN	15.00%
Location Solutions	
TRX Indoor Location	15.00%
ASTRO 25 Outdoor Location Solution Overview	15.00%
ASTRO 25 GPS Units	15.00%
ASTRO 25 Location APIs	15.00%
Military	
APX7000L LTE	25.00%
SRX 2200 UHFR1	0.00%
SRX 2200 VHF	0.00%
SRX 2200 700/800	0.00%
Mobile Stations	
Professional Commercial Radio (PCR) Information (Pricing in MOL)	
MOTOTRBO™ Mobiles	
XPR™ 2500	10.00%
XPR™ 4350	10.00%

XPR™ 4550	10.00%
XPR™ 4580 SmartNet/Privacy Plus	10.00%
XPR™ 4380/4580 Digital	10.00%
XPR™ 5350/5380	10.00%
XPR™ 5550/5580	10.00%
XPR™ 8380/8400	10.00%
MOTOTRBO Mobile Accessories	10.00%
ASTRO Digital APX 8500 Mobile Radios	
APX8500 Mobile Radio	27.00%
APX8500 Console	00.00%
ASTRO Digital APX 7500 Mobile Radios	
APX7500 Mobile Radio	27.00%
APX 7500 Console	27.00%
ASTRO Digital APX 6500 Mobile Radios	
APX 6500 Mobile Radio	27.00%
APX 6500Li	
APX 6500Li	27.00%
APX 4500	
APX 4500	27.00%
APX Retrofit Kits	
APX1500	
APX1500	27.00%
DIGITAL VEHICULAR REPEATER	
DIGITAL VEHICULAR REPEATER UHF	15.00%
DIGITAL VEHICULAR REPEATER 800	15.00%
DIGITAL VEHICULAR REPEATER 700	15.00%
DIGITAL VEHICULAR REPEATER VHF	15.00%
VRX1000 - VEHICLE RADIO EXTENDER	15.00%
PCRM	
PM1500	
VHF Models	10.00%
UHF Models	10.00%
CPS Programming Cables Information	
Interoperability Solutions	
ISSI.1 Network Gateway	5.00%
ISSI 8000 / CSSI 8000 Network Gateway	5.00%
Motobridge	15.00%
WAVE 5000	5.00%

Mobile Accessories	
Mini Mag Antennas	20.00%
Parts Antennas	20.00%
Network Security (IA)	
Network Security-IA (7.14 and prior)	15.00%
Network Security-IA (7.15 and beyond)	15.00%
Networking Products	
Switching and Routing Center (7.13 and beyond)	15.00%
Modems and Modem Cards	15.00%
Network Products Routers/Gateways	15.00%
Network Products Channel Banks	15.00%
Network Products Digital Cross Connect Switches	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Terminal Servers	0.00%
Network Products Time and Frequency	0.00%
Network Products WAN Switches	15.00%
PCR Paging	
Professional Commercial Radio (PCR) Information (Pricing in MOL)	
Minitor VI	10.00%
PassPort and LTR Infrastructure	
TRIDENT Information	
Programming over P25 (POP25)	
POP25 information	
Public Safety LTE	
User Equipment (UE)	
USB Modem	15.00%
VSM - Vehicular Subscriber Modem	15.00%
LEX-L10G	5.00%
LTE SIM Card	15.00%
LTE VML750	15.00%
LEX-F10	15.00%
LEX-L11	15.00%
Networking & Transport	
EPC DNS/DHCP Appliance/NTP Server	5.00%
eNodeB L2 Switch (AC/DC Power)	5.00%
PTT L2/L3 Switch (AC Power)	5.00%
L2/L3 Aggregation Switch/Router (copper)	5.00%
Core MLX-4E	5.00%
L2/L3 Aggregation Switch/Router (fiber)	5.00%
L2/L3 Remote EPG Switch (fiber)	5.00%

L2/L3 Remote EPG Switch (copper)	5.00%
Core CES2048X	5.00%
Security	
Firewall Manager	5.00%
Core / EPC Firewall	5.00%
Agency and Regional Applications Firewall	5.00%
MSI Mobile VPN	14.00%
Mobile Virtual Private Network - MVPN	5.00%
Radio Access Network	
Site Ancillary	5.00%
Antenna System	5.00%
eNodeB Band Class 14	5.00%
eNodeB Band Class 20	5.00%
RF Site Battery Backup System	5.00%
eNodeB Band Class 28	5.00%
Enhanced Packet Core	
Converged Packet Gateway – CPG	5.00%
Subscriber & Policy Manager – SPM	5.00%
Mobility Management Equipment - MME	5.00%
Home Subscriber Service (HSS)	5.00%
Evolved Packet Gateway (EPG)	5.00%
Diameter Routing Agent – DRA	5.00%
Policy and Charging Rules Function - PCRF	5.00%
Operations & Maintenance	5.00%
Device Management Solutions	5.00%
Operations Support Platform	5.00%
Operations Support System for Radio & Core-OSSRC	5.00%
Application	
Real Time Video Intelligence – RTVI	0.00%
Priority Management – PM	0.00%
Emergency Button / Quick Action Button	0.00%
Location Services	0.00%
Presence Services	0.00%
Radio Services / Radio Remote Control	0.00%
Public Safety PTT	
Public Safety Push To Talk (PTT)	0.00%
Public Safety Push To Talk - PTT Server	0.00%
Public Safety LTE PTT Gateway	0.00%

Portable Radiophones	
Professional Commercial Radio (PCR) Information (Pricing in MOL)	
MOTOTRBO™ Portables	
XPR™ 3300	10.00%
XPR™ 3500	10.00%
XPR™ 6350	10.00%
XPR™ 6550	10.00%
XPR™ 6380/6580 SmartNet/Privacy Plus	10.00%
XPR™ 6380/6580 Digital	10.00%
XPR™ 7350/7380	10.00%
XPR™ 7550/7580	10.00%
SL 7550/7580/7590	10.00%
MOTOTRBO Portable Accessories	10.00%
APX 8000	
APX 8000	27.00%
APX 8000 Accessories	20.00%
APX 8000XE	
APX 8000XE	27.00%
APX 8000XE Accessories	20.00%
APX 7000	
APX 7000	27.00%
APX 7000 Accessories	20.00%
APX 7000XE	
APX 7000XE	27.00%
APX 7000XE Accessories	20.00%
APX 6000	
APX 6000 700/800 MHz	27.00%
APX 6000 VHF	27.00%
APX 6000 UHF	27.00%
APX 6000 Accessories	20.00%
APX 6000XE	
APX 6000XE 700/800 MHz	27.00%
APX 6000XE VHF	27.00%
APX 6000XE UHF	27.00%
APX 6000XE Accessories	20.00%
APX 6000Li	
APX6000Li 700/800	27.00%

APX6000Li UHF	27.00%
APX6000Li VHF	27.00%
APX6000Li Accessories	20.00%
APX 4000	
APX 4000 700/800	27.00%
APX 4000 VHF	27.00%
APX 4000 UHF	27.00%
APX 4000 900 MHz	27.00%
APX 4000 Accessories	20.00%
APX 3000	
APX 3000 700/800	27.00%
APX 3000 VHF	27.00%
APX 3000 UHF R1	27.00%
APX 3000 UHF R2	27.00%
APX 3000 Accessories	20.00%
APX1000	
APX1000 700/800MHz	27.00%
APX1000 UHF	27.00%
APX1000VHF	27.00%
APX1000 900 MHz	27.00%
TRX Indoor Location	
TRX Indoor Location	0.00%
XTS 5000 ACCESSORIES ONLY	
XTS 5000 700/800 ACCESSORIES ONLY	15.00%
XTS 5000 VHF ACCESSORIES ONLY	15.00%
XTS 5000 UHF ACCESSORIES ONLY	15.00%
ASTRO Digital XTS 2500 ACCESSORIES ONLY	
XTS 2500 700/800 MHz ACCESSORIES ONLY	15.00%
XTS 2500 900 MHz ACCESSORIES ONLY	15.00%
XTS 2500 VHF ACCESSORIES ONLY	15.00%
XTS 2500 UHF ACCESSORIES ONLY	15.00%
ASTRO Digital XTS 1500 ACCESSORIES ONLY	
XTS1500 900 MHz ACCESSORIES ONLY	15.00%
XTS 1500 700/800 MHz ACCESSORIES ONLY	15.00%
XTS 1500 VHF ACCESSORIES ONLY	15.00%
XTS 1500 UHF ACCESSORIES ONLY	15.00%
MT 1500 ACCESSORIES ONLY	
MT 1500 800 MHz ACCESSORIES ONLY	15.00%
MT 1500 VHF ACCESSORIES ONLY	15.00%
MT 1500 UHF ACCESSORIES ONLY	15.00%

XTS 4000 ACCESSORIES ONLY	
XTS4000 VHF ACCESSORIES ONLY	15.00%
XTS4000 UHF R1 ACCESSORIES ONLY	15.00%
MTVA & XTVA Accessories	
Mobile Vehicular Adapter (MTVA)	20.00%
XTS Vehicular Adapter (XTVA)	20.00%
APX Transportable Base Station	22.00%
PR1500	
PR1500 VHF	10.00%
PR1500 UHF	10.00%
Radio Applications	
Pop25 for Trunking and Conventional Information	
Presence Notifier Application Information	
Advanced System Key	20.00%
Radioware Solutions	
TX Application Software	0.00%
Receivers	
GPW 8000 Receiver	20.00%
ASTRO TAC Receivers	0.00%
MTR 3000 Analog Receivers	25.00%
Secure Solutions	
Key Variable Loader (KVL)	
KVL 3000 Plus FLASHport Upgrade	14.00%
KVL 4000	14.00%
KVL 4000 FLASHport	14.00%
VPN	
PSLTE VPN	14.00%
Services Solutions	
Service Solutions Information	
SmartX	
SmartX	14.00%
APX Programming Software	
APX Radio Management	20.00%
Software Upgrades/FLASHport	
Lifecycle Products	
Software Maintenance Agreement (SMA)	0.00%
System Upgrade Agreement (SUA)	0.00%
Infrastructure Software Upgrades/FLASHport	
ASTRO-TAC FLASHport & Upgrades	20.00%
ASTRO-TAC Receiver Conventional Upgrades	20.00%

ASTRO-TAC Receiver Trunked Upgrade	20.00%
ASTRO-TAC & ASTRO-TAC 3000 FLASHport Upgrades	20.00%
QUANTAR Software & Hardware Upgrade	20.00%
Software Upgrades/FLASHport	20.00%
Software & Hardware Upgrades/FLASHport	20.00%
STR 3000 FLASHport	20.00%
Programming Software	
Customer Programming Software	0.00%
Radio Service Software	0.00%
Subscriber Software Upgrades/FLASHport	
MT 1500 SW FLASH	20.00%
XTS 1500 SW FLASH	20.00%
XTL 1500 SW FLASH	20.00%
XTS 2500 SW FLASH	20.00%
XTL 2500 SW FLASH	20.00%
XTL 5000 & Consolelette SW FLASH	20.00%
XTS 5000 SW FLASH	20.00%
XTS/XTL New UCM KVL3000PLUS FLASH	20.00%
XTL/XTS5000, 2500, Consolelett UCM KVL3000PLUS FLASH	20.00%
APX 7500 & Consolelette SW FLASH	20.00%
APX 7000 SW FLASH	20.00%
APX 6500 SW FLASH	20.00%
APX 6500Li SW FLASH	20.00%
APX 6000 & APX 6000XE SW FLASH	20.00%
APX 6000Li SW FLASH	20.00%
APX 4000 SW FLASH	20.00%
APX 4500 SW FLASH	20.00%
APX Mobile/Portable MACE KVL4000 FLASH	20.00%
APX 3000 SW FLASH	20.00%
APX Mobile/Portable MACE KVL3000PLUS FLASH	20.00%
APX Mobile and Portable Firmware Refresh	20.00%
SRX 2200 SW FLASH	20.00%
Telephone Interconnect	
Zetron Model 30 Worldpatch	10.00%
Enhanced Telephone Interconnect	14.00%
Text Messaging Services Solution	
Text Messaging Services Solution	5.00%
Trunking Products and Systems	
MTC 3600	
MTC 3600 SMARTNET Single Site Controller	14.00%

MTC 3600 SMARTNET Simulcast Prime	14.00%
MTC 3600 SMARTNET Remote Site Controller	14.00%
MTC 3600 SmartZone Simulcast Prime Site	14.00%
MTC 3600 SmartZone ReSC	14.00%
MTC 3600 SmartZone Remote (Non-Simulcast)	14.00%
MTC 3600 Upgrades	14.00%
SmartZone Network Management & Controllers	
4.1 Network Management System Upgrades	14.00%
MZC 5000 Zone Controller	14.00%
Simulcast Miscellaneous	14.00%
RF Modems for Site Lens/System Watch	0.00%
Site Lens	0.00%
Genesis	
GenWatch3 Over The Air Based Solutions	15.00%
GenWatch3 ATIA Based Solutions	15.00%
SystemWatch II 3600 on XP	0.00%
Unified Network Services (UNS)	
UNS	0.00%
UNS Expansions and Upgrades	0.00%
MotoMapping	0.00%
Replacement Parts, Radio Accessories, Batteries, Kits, and Programming Tools	
Contact Motorola Parts & Accessories Department (800 422 4210) for price quotes.	20.00%
Non-Motorola Mfg. Items - Supply Chain Commodities	
To order non manufactured items to support radio products listed in Exhibit A discounts will be applied based on the following APC Codes 131, 207, 229, 417, 457, 515, 557, 708, 740, 854	15.00%
Frieght/Shipping Charges - Details	
1) Orders placed through the Motorola Parts & Accessories Department will ship FOB destination, UPS ground. 2) Orders placed for radio and factory/manufactured items shall be charged at 1.25% of the equipment total and added to the price quote. 3) Expedited shipments via air (FedEx etc.) when requested by County shall be at County expense.	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR RADIO REPLACEMENT FOR
CITYWIDE COMMUNICATION NEEDS

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

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

Fiscal Year 2018/2019:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$280,000.00	100-85-880-6040.10	\$280,000.00
(Unassigned Fund Balance)		(Fire-Communications-Outside Contracts)	

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

ADOPTED AND APPROVED this 12th day of September, 2018

Jack Hadjinian, Mayor Pro-Tem

ATTEST:

Irma Barajas, City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: ADOPT RESOLUTIONS PERTAINING TO TRANSPORTATION
DEVELOPMENT ACT (TDA) FUNDS FOR FISCAL YEAR 2019

DATE: September 12, 2018

RECOMMENDATION

That the City Council approve and adopt two (2) resolutions authorizing the Director of Transportation to submit Transportation Development Act (TDA) claim forms for Local Transportation Fund (LTF) and State Transit Assistance (STA) funds for Fiscal Year 2019.

BACKGROUND/ANALYSIS

The Los Angeles County Metropolitan Transportation Authority (Metro) requires the submittal of an annual claim form for reimbursement and resolutions adopted by the City Council.

For Fiscal Year 2018-2019, Montebello's allocation of Local Transportation Fund is \$8,258,216 and the State Transit Assistance Fund of \$1,343,944 for Transit Operations.

Annually, the Transportation Development Act (TDA) funds originated from a statewide 1/4-cent sales tax is returned to a Local Transportation Fund (LTF) in the county of origin specifically for transit purposes. State Transit Assistance (STA) funds are derived from the statewide sales tax on diesel fuel and appropriated by the Legislature to the State Controller's Office. That office then allocates the tax revenue, by formula, to planning agencies (e.g. LACMTA) and other selected agencies. Statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to operator revenues from the prior fiscal year.

FISCAL IMPACT

Local Transportation Fund revenue, in the amount of \$8,258,216 and the State Transit Assistance Fund revenues in the amount of \$1,343,944, totaling \$9,602,160 is included in the adopted FY 2018-19 budget for the Transportation Department.

SUMMARY

The Los Angeles County Metropolitan Transportation Authority (Metro) annually requires the submittal of an annual claim form and resolutions adopted by the City Council. For Fiscal Year 2018-2019, Montebello's allocation of Local Transportation Fund is \$8,258,216 and the State Transit Assistance Fund of \$1,343,944 for Transit Operations.

ATTACHMENTS

Resolutions

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ADOPTING THE STATE TRANSPORTATION DEVELOPMENT
ACT FUNDS FOR FISCAL YEAR 2019**

WHEREAS, the City of Montebello, by and through the Montebello Bus Lines (MBL), is committed to providing productive and quality service on all of its transit routes; and

WHEREAS, the Transportation Development Act (1998 as amended) provides for a major source of funding for public transportation in the local Transportation Fund (LTF); and

WHEREAS, Montebello Bus Lines (MBL) is eligible to claim these funds pursuant to Article 4, Section 99260(a) of the Public Utilities Code; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) requires an annual claim be submitted by local agencies in order to allocate these funds; and

WHEREAS, MBL'S portion of these LTF funds is \$8,258,216 for Fiscal Year 2018-2019.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF
MONTEBELLO HEREBY DETERMINES, FINDS, AND RESOLVES AS
FOLLOWS:**

SECTION 1. That these LTF funds shall be used to assist the Transportation Department in its on-going operations and continue to provide the most efficient service.

SECTION 2. That the Director of Transportation is authorized to furnish LACMTA with required claim forms, and to take any additional action(s) as are reasonably necessary to effectuate the purpose of this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution, and it shall become effective immediately.

PASSED, APPROVED and ADOPTED this 12th day of September 2018

JACK HADJINIAN, MAYOR PRO TEM

ATTEST:

IRMA BARAJAS, CITY CLERK

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 12th day of September, 2018, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of said City on the _____ day of _____, 2018.

IRMA BARAJAS, City Clerk

[Type text]

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING THE STATE TRANSIT ASSISTANCE ACT FUNDS FOR FISCAL YEAR 2019

WHEREAS, the City of Montebello, by and through the Montebello Bus Lines (MBL) is committed to providing productive and quality service on all of its transit routes; and

WHEREAS, the State Transit Assistance Fund (STA) provides for a source of funding for public transportation from the Transportation Development Act (TDA); and

WHEREAS, Montebello Bus Lines (MBL) is eligible to claim these STA funds pursuant to Article 4, Section 6730(a) and (b) of the California Code of Regulations; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) requires an annual claim by submitted by local agencies in order to allocate these STA funds; and

WHEREAS, MBL'S portion of the STA funds is \$1,343,944 for Fiscal Year 2018-2019.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY DETERMINES, FINDS, AND RESOLVES AS FOLLOWS:

SECTION 1. That these STA funds shall be used to assist the Transportation Department in its on-going operations and continue to provide the most efficient service.

SECTION 2. That the Director of Transportation is authorized to furnish LACMTA with required claim forms, and to take any additional action(s) as are necessary to effectuate the purpose of this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution, and it shall become effective immediately.

PASSED, APPROVED and ADOPTED this 12th day of September 2018

JACK HADJINIAN, MAYOR PRO TEM

RESOLUTION NO.

ATTEST:

IRMA BARAJAS, CITY CLERK

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 12th day of July, 2017, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of said City on the _____ day of _____, 2018.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
BY: Danilo Batson, Assistant City Manager
SUBJECT: Building & Safety Services Agreement Extension
DATE: September 12, 2018

RECOMMENDATION

It is recommended that the City Council approve a one-month agreement in an amount not to exceed \$12,000 with Transtech Engineers to continue providing Building and Safety Services, while staff completes the review of proposals received for Request for Proposals for Building and Safety Services (RFP No. 19-2), for which proposals were received on August 30, 2018; and authorize the Acting City Manager to execute the Second Amendment to the Agreement on behalf of the City.

BACKGROUND

On August 6, 2018, the City issued Request for Proposals for Building & Safety Services (RFP 19-2). The RFP seeks proposals from qualified firms or individuals to provide building official and combination building inspection services to the City. The RFP was advertised in the local newspaper and on PlanetBids.

Written inquiries on the RFP were due on August 23, 2018, and proposals were due on at 3:00 PM on August 30, 2018. Seven (7) proposals were received, staff needs time to review the proposals and complete due diligence in order to provide a recommendation to the City on such vital services. Transtech Engineers is the current service provider and has been providing the requested services since March 29, 2017, under Agreement No. 3248.

ANALYSIS

Transtech Engineers is the current service provider and has been providing the requested services since March 29, 2017, under Agreement No. 3248 ("Agreement"). Recently, the Acting City Manager approved an extension of the Agreement, under his \$20,000 signing authority. However, due the time required to adequately review and

potentially conduct interviews of the top candidates, staff is requesting that the Agreement be extended for an additional month.

The extension of the Agreement will allow the City to continue to provide services while new proposals are reviewed and a recommendation brought to City Council for approval on RFP No. 19-2.

FISCAL IMPACT

The approved FY 2018/19 Planning & Community Development Department Budget includes funds for these services.

SUMMARY

The City Council will consider approval a one-month agreement in an amount not to exceed \$12,000 with Transtech Engineers to continue providing Building and Safety Services, while staff completes the review of proposals received for Request for Proposals for Building and Safety Services (RFP No. 19-2), for which proposals were received on August 30, 2018; and authorize the Acting City Manager to execute the Second Amendment to the Agreement on behalf of the City.

ATTACHMENTS

Agreement No. 3248
First Amendment
Draft Second Amendment

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3248
BY AND BETWEEN
CITY OF MONTEBELLO
AND
TRANSTECH ENGINEERS INC.

This agreement ("Agreement") is made as of March 29, 2017 by and between the City of Montebello, a municipal corporation ("City") and *Transtech Engineers Inc.* ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

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

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

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

1. Consultant's Services.

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

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

2. Term of Agreement.

This Agreement shall commence on April 3, 2017 (the "Commencement Date") and shall terminate effective June 30, 2018 or unless terminated by either party or parties as set

forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within 30-days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed \$50,000. Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

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

5. Addresses.

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

Consultant: Transtech Engineers Inc
Attention: Ayla Jefferson
13367 Benson Avenue,
Chino, CA 91710

6. Exhibits.

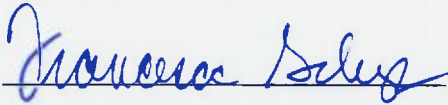
All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

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

Exhibit "B": General Terms and Conditions.

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

CITY OF MONTEBELLO
("CITY")



Francesca Tucker-Schuyler
City Manager

TRANSTECH ENGINEERS INC
("CONSULTANT")



Ayla Jefferson, CBO
Director of Building and Safety Services

Date: 3/27/17

Date: 3/29/17

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE**

Attach Negotiated and Approved Proposal

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

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

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

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

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

2. Standard of Performance

A. Consultant shall perform all work to the professional standards ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the City Manager or his/her designee.

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

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement.

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

4. Insurance.

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

(i) Consultant shall procure and maintain at all times during the term of this Agreement, full coverage automobile insurance, of which a copy of such policy shall be delivered to City upon demand. Consultant shall provide general liability in the amount not less than One Million Dollars (\$1,000,000.00). Moreover, consultant shall procure and keep in force for the duration of this Agreement professional liability insurance in the minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Consultant from errors and omissions, to which Consultant will deliver to City a Certificate of Insurance evidencing such insurance coverage prior to City's execution of this Agreement. Each of the policies shall be issued by an insurance company which

is admitted to do business in the State of California, and name and list the City of Montebello as an additional insured. Insurance policies shall provide that the insurance coverage shall not be cancelled or non-renewed by the insurance carrier without the City of Montebello having been afforded ten (10) days written notice prior thereto by the carrier. The Consultant agrees it will not cancel or reduce said insurance coverage. The requirement as to the types of insurance to be maintain by the Consultant are not intended to, and shall not in any manner limit Consultant's liabilities and obligation under this Agreement.

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

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

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

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

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

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

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

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

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, Consultant shall not be restricted from disclosing Confidential Information that is reasonably necessary for Consultant to disclose to Consultant's employees, subconsultants and the general Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain. Nor shall Consultant be restricted from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

6. Ownership of Work Product.

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

7. Conflict of Interest.

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

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

- A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City. In addition, Consultant may terminate this Agreement upon giving City thirty (30) calendar days prior written notice for any of the following: (1) breach by City of any material term of this Agreement, including but not limited to Payment Terms; (2) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes; (3) suspension of the Project or the Consultant's services by City for more than ninety (90) calendar days, consecutive or in the aggregate.
- B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

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

10. Non-Discrimination and Equal Employment Opportunity.

- A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

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

12. Compliance with Laws.

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

13. Licenses.

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

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

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

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants to the extent such fees and costs are added to and made part of the final judgment as determined by a court of competent jurisdiction.

16. Notices.

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

17. Governing Law.

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

18. Counterparts.

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

19. Severability.

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

20. Entire Agreement.

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

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

21. Authority.

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

Submitted to:



EXHIBIT "A"

CITY OF MONTEBELLO

1600 W. Beverly Boulevard

Montebello, CA 90604

Attention: Ben Kim, bkim@cityofmontebello.com

Director of Planning and Community Development

PROPOSAL FOR INTERIM BUILDING OFFICIAL SERVICES

Submitted by:

TRANSTECH Engineers, Inc.



Contact person for this submittal:

Ayla Jefferson, CBO

ayla.jefferson@transtech.org

P: 909-595 8599 ext. 123

www.transtech.org

855.595.2495 (toll-free)

January 30, 2017

January 30, 2017



CITY OF MONTEBELLO

1600 W. Beverly Boulevard

Montebello, CA 90604

Attention: Ben Kim, bkim@cityofmontebello.com

Director of Planning and Community Development

Subject: PROPOSAL, INTERIM BUILDING OFFICIAL SERVICES

Dear Mr. Kim:

As a follow up to our telephone conversation with your Permit Technician, this proposal is prepared to provide INTERIM BUILDING OFFICIAL SERVICES per the following rate to the City:

- **Building Official** **\$127/hr. on a need basis**

~~Any other services that may be requested by the City will be provided based on the specific scope of work~~
and fees to be established per Transtech's current fee schedule. Following is Transtech's current fee schedule:

TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES		
Effective June 1, 2016 through June 30, 2017		
Adjusted as per Los Angeles-Riverside-Orange County Consumer Price Index-All Urban Consumers ("CPI-U")		
Classification	Hourly Rate Ranges	
Building Official	\$127	
Inspector (Building)	\$79	
Permit Technician	\$58	
Senior Engineer	\$154	\$169
Staff Engineer	\$122	\$138
Transportation Analyst	\$122	\$138
Plan Checker	\$90	\$106
Construction Manager	\$148	\$164
Inspector (PW)	\$90	\$101
Administrative/Clerical	\$48	\$58
Funds Analyst	\$111	\$122
Reimbursable direct expenses are billed at cost plus 10% for administration fee.		
The above fees will be increased each year July 1 st automatically by the percentage change Los Angeles-Riverside-Orange County Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated and reported by the U.S. Department of Labor Bureau of Labor Statistics.		

Transtech can provide an array of services and staffing for Building and Safety to the City to the extent desired by the City. We work with a number of Cities, and tailor our services and staffing support based on City's needs and structure. In some Cities, we provide full Building and Safety Department Services and staffing on contract, including Building Official, Plan Check, Inspection, Permit Technician. In some Cities, we supplement City staff with combination of these services and staffing at various levels. Transtech has a number of qualified staff members who serve as contract Building Officials at various Cities.

DENNIS TARANGO, CBO
Chief Building Official/Plans Examiner

EDUCATION

- Rio Hondo Community College — General Education
- California State University, Fresno — Business
- California State Polytechnic University, Pomona — Engineering

CERTIFICATIONS

- ICC Certifications: Building Official; Building Plans Examiner; Fire Plans Examiner, Building Inspector

Mr. Tarango has 15 years of experience and serves as Building Official, Deputy Building Official and Plan Checker at various Transtech Contract Cities.

His ICC certifications include Building Official; Building Plans Examiner; Fire Plans Examiner. He is also certified as Plumbing Inspector, Mechanical Inspector and Electrical Inspector.

He has broad knowledge of municipal government operations, including preparation and presentation of staff reports and resolutions to city councils, committees and related interaction with members of the public, other city departments and other governmental agencies.

He has extensive experience in construction codes, building and safety plan review and inspection, code interpretations, and resolving code related construction and plan review problems on a broad range of projects.

As Building Official, he provides necessary code interpretations, and coordinates with agency staff and departments, and applicants on building and safety related issues. He handles building and zoning code violations as well as working in coordination with the City Prosecutor to abate violations. He also provides over the counter plan check as Deputy Building Official/Plans Examiner.

As Plans Examiner, he is responsible for examination and approval of architectural and structural plans submitted to municipalities for a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities.

As Building Inspector, he has inspected a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities.

He is also involved in code adoptions for Transtech contract cities.



AYLA JEFFERSON, CBO

Building Official, Director of Building and Safety Services

EDUCATION

- Rio Honda College, CE
- Bosphorous Univ, Turkey
- Athanee Royal, Belgium

CERTIFICATIONS

- ICC Certifications: Building Code Official; Building Official; Accessibility Inspector; Accessibility Plans Examiner; Building Plans Examiner
- California Building Plans Examiner
- CalGreen-California Green Building Plans Examiner
- Building Inspector CBC
- Building Inspector UBC
- CalGreen-California Green Building Inspector
- California Commercial Plumbing Inspector
- California Residential Plumbing Inspector
- Plumbing Inspector UPC
- California Residential Mechanical Inspector
- IAPMO Certified Plumbing, Mechanical Inspector
- CACEO Certified Code Enforcement Official

Ms. Jefferson has 20 years of experience in private and governmental sector. She has extensive experience in managing building and safety departments of different municipalities under Transtech contracts.

She has broad knowledge of municipal government operations, including preparation and presentation of staff reports and resolutions to city councils, committees and related interaction with members of the public, other city departments and other governmental agencies. She has extensive experience in construction codes, building and safety plan review and inspection, code interpretations, and resolving code related construction and plan review problems on a broad range of projects. She has served as Building Official, Deputy Building Official, Plan Checker, Code Enforcement Official, Community Improvement Coordinator, Planning Technician, and Inspector for various municipalities.

As Building Official, she provides necessary code interpretations, and coordinates with agency staff and departments, and applicants on building and safety related issues. She handles building and zoning code violations as well as working in coordination with the City Prosecutor to abate violations. She also provides over the counter plan check as Deputy Building Official/Plans Examiner. As Plans Examiner, she is responsible for examination and approval of architectural and structural plans submitted to municipalities for a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities. As Building Inspector, she has inspected a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities.

She also coordinates code adoptions for Transtech contract cities. She is also involved on various ICC boards, and has served and/or currently serving on a number of ICC Councils, Committees and Boards, locally and nationally. She also served on Calbo Green Committee on State level. She was also appointed as the first national Chair to the ICC Sustainability Membership Council.

Ms. Jefferson is responsible for the management of Transtech's Building and Safety Department, and coordination with Transtech's municipal clients. With her analytical and strategic management skills, she provides strong leadership, develops and collaborates with primary contacts to protect and to enhance Transtech's position in specific proceedings; she facilitates and maintains close, long-term working relationships with municipalities in the building and safety realm.



WILLIAM R. DORMAN, CBO
Building Official, Plans Examiner

EDUCATION

- AS degree – Architecture – East Los Angeles College
- BS degree – Business Administration - University of La Verne

CERTIFICATIONS

- ICC Certified Building Official
- ICC Certified Building Inspector
- ICC Certified Building Plans Examiner
- California General Contractor

Mr. Dorman has approximately 30 years of construction related experience, and during his professional career, he has been involved in a wide variety of construction projects with an estimated valuation well into the hundreds of millions of dollars.

He has extensive experience in managing construction projects, providing owner representative services, construction code consulting, forensic investigative services, expert witness and construction mediation services.

He has as served as Construction Manager on a significant number of large publicly funded construction projects of all types in terms of funding, historic restoration, new construction, restoration, seismic / structural upgrade and rehabilitation. His responsibilities included complete coordination of all construction and administrative activities, developed preconstruction budgets and construction schedules, prepared bidding documents and contracts, oversaw construction progress and budgets processed RFI's, change order requests, payment applications, reviewed shop drawing submittals, and prepared Notices of Substantial Completion.

Mr. Dorman is a Certified Building Official, has also served as Building Official for a public agency in Southern California. His experience in Building and Safety includes serving as Senior Structural Building Inspector, Supervising Engineering Plan Check Coordinator, and Building Official/Code Administrator for the City of Pasadena, and supervised over 35 technical, professional and administrative employees.

Should you have any question or should you need additional information, please contact me.

Sincerely,



Ayla Jefferson, CBO
Director of Building and Safety Services
building@transtech.org
ayla.jefferson@transtech.org
P:909-595 8599 ext.123
www.transtech.org





www.transtech.org

855.595.2495 (toll-free)

STATEMENT OF QUALIFICATIONS

TRANSTECH ENGINEERS, INC.

2017

Contact person for this submittal:
Ayla Jefferson, CBO
Director of Building and Safety Services
building@transtech.org
ayla.jefferson@transtech.org
P:909-595 8599 ext.123



STATEMENT OF QUALIFICATIONS – TRANSTECH ENGINEERS, INC.

COMPANY PROFILE

Established in 1989, Transtech (a California C Corporation) is a multi-disciplinary engineering consulting firm which provides full contract municipal engineering services to local agencies. Our service capabilities include:

Transtech's service capabilities include:

- Building and Safety Services, Plan review, Inspection, Permit Technician and Building Official Services
- Municipal Engineering Services, City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- Labor Compliance
- Civil Engineering, Freeways and Interchanges, Local Streets and Roads, Sewerage, Water and Storm Drain, Pavement Management System, Grading Studies
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency and Disaster Response, Support and Recovery Services

Experience in similar contract services:

Transtech has extensive experience in providing contract building and safety services to a number of local agencies. Following is a list of our current similar service contracts:

- Temple City: Building Official, Plan Check, Inspection, City Engineer, Traffic Engineer, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Alhambra: Building Official, Plan Check, Inspection, Permit Technician, City Engineer, Traffic Engineer, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Huntington Park: Building Official, Plan Check, Inspection, Permit Technician, Traffic Engineer, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- South Pasadena: Building Official, Plan Check, Inspection, Permit Technician.
- Seal Beach: Building Official, Plan Check, Inspection.
- San Manuel Indian Reservation and Casino: Building Official, Plan Check, Inspection, Casino Expansion Plan Check, Code Inspection.
- Hawaiian Gardens: Building Official, Plan Check, Inspection, Permit Technician.
- San Bernardino: Staff augmentation services for plan check and development review. Transtech also served as Interim Building Official for the City previously.
- Cudahy: Building Plan Check, Inspection, CIP Program Management.
- Monterey Park: Plan Check, City Engineer, Traffic Engineer, CIP Program Management, Dev Review, Map and Plan Check.
- Commerce: Map and Plan Check, Building Permit Processing Staff Augmentation/Support, CIP Program

Management.

- Riverside County Economic Development Agency Contract Engineering, Building Evaluations, Surveying.

Transtech also has extensive experience in Plan Check and inspection of large and complex building projects, such as:

- City of Huntington Park: Medical Marijuana businesses plan check, permitting and inspection.
- Casino Expansion for at San Manuel Indian Reservation: Transtech provided plan check and inspection services for \$40m Casino expansion project for San Manuel India Reservation. Transtech is the reservations Building Official, Plan Checker and Inspector.
- City of Alhambra, Mixed used project with 262 residential units, parking structure and 3 commercial building with restaurants and retail stores. Project value: \$57m
- City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center: Construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Project Value: \$40m.
- City of Hawaiian Gardens Casino Construction: Transtech provided plan check and inspection services for \$40m Casino expansion project for the City. Transtech is the City's Building Official, Plan Checker and Inspector.
- TACC Cultural Center Development, Lanham, MD: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$100m.
- City of San Bernardino Historic Santa Fe Depot Renovation: Transtech provided plan check, inspection and construction management services for the renovations adoptive reuse of 60,000 sf historical Santa Fe Train Depot. Project Value: \$20m.
- City of Alhambra Civic Library Project: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 45,000 SF 2 story library with 2 levels of underground parking garage. Project Value: \$30m.
- City of Commerce City Hall Addition and Rosewood Community Center. Construction of 20,000 SF addition to existing City Hall, new Community Center. Project value: \$20m.
- Alhambra Redevelopment Agency Downtown Revitalization Program: Transtech provided plan check, inspection, construction management and owner representative services for the revitalization program, which involved various projects, including Fremont Plaza (modifications/reconstruction of existing buildings for lease by ToysRUs and Party City, construction of a new 30,000 SF store for PetSmart, and various other retail buildings) and Downtown Revitalization (modification/upgrade of existing buildings for Starbucks, 4 Restaurants and various retail businesses). Project Value \$50m.

Licenses and Certificates of the Firm and Staff members include:

- | | |
|--|--|
| • ICC Certified Building Official | • CA Commercial and Res Plumbing Inspector |
| • CAsp, California Access Specialist | • Plumbing Inspector UPC |
| • ICC Certified Building, Electrical, Mechanical and Plumbing Plans Examiner | • CA Residential Mechanical Inspector |
| • Accessibility Plans Examiner | • CACEO Certified Code Enforcement Official |
| • CalGreen-California Green Building Plan Examiner | • Professional Licensed Engineer (PE, SE, ME, EE) |
| • ICC Certified Commercial Building, Electrical, Mechanical and Plumbing Inspector | • Professional Licensed Traffic Engineer (TE) |
| • Accessibility Inspector | • Professional Licensed Land Surveyor (PLS) |
| • CalGreen-California Green Building Inspector | • Qualified Storm Water Pollution Prevention Plan Developer (QSD) |
| • IAPMO Certified Plumbing, Mechanical Inspector | • Qualified Storm Water Pollution Prevention Plan Practitioner (QSP) |
| | • Licensed General Contractor A and B |

Our Building and Safety staff members have served and/or are currently serving on various ICC and Building Official Committees, including:

- Chair; ICC Sustainability Membership Council
- Chair; ICC Los Angeles Basin Chapter Inspection Committee
- Commissioner; ICC Codes & Standards Council
- Commissioner; CALBO Green Committee
- ICC Los Angeles Basin Chapter Board of Directors
- ICC Building Officials Membership Governing Council
- ICC Code Development Committee Vice Chair
- ICC Technology/Web Advisory Group
- IAS Accreditation Committee

Experience in Civil Engineering/Design

- State Route 710 Interim Improvements and Fremont Ave. Widening/Realignment: Prepared PS&E as well as provided construction management and inspection services for 3 federally funded projects in Alhambra. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. The project also involved coordination with Caltrans and encroachment permit processing/approval, as portions of the project was in Caltrans jurisdiction. These projects were all federally funded, requiring processing for E-76 through Caltrans Local Assistance. The total cost for 3 projects was \$15M.
- Campus Parkway Roadway Design, City of San Bernardino: Prepared PS&E as well as provided construction management and inspection services for the project. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping. Cost \$6M.
- Lugo Park, Soccer Field, Project (CDBG Federally Funded), City of Cudahy (\$1.6m). The project includes construction of a regulation new soccer field with artificial turf on existing baseball field, DG walking path, landscaping, parking lot expansion, concrete plaza, lighting, drainage, bathroom and concession stand ADA improvements. The project is CDBG federally funded and being managed in compliance with applicable CDBG requirements.
- Park Improvements at 6 City Parks, City of Monterey Park (\$1.5m). The project includes new picnic shelters, playground equipment, and various amenities, such as drinking fountains, benches, barbeques, sinks, food preparation areas.
- Valley Boulevard Widening Project, City of Alhambra: Prepared PS&E as well as provided construction management and inspection services for Valley Boulevard widening from west to east city limits. The project was funded by a federal grant. Transtech was responsible for compliance with all requirements as detailed in Caltrans Local Program Manual, and Reengineering including: completing Preliminary Environmental Documents, Right-of-Way Engineering, and certifying PS&E compliance to Caltrans. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Cost \$6M.
- CSUSB (Cal State SB University) San Bernardino Campus Access Road: Prepared PS&E and provided construction administration for the project. Improvements included approximately 1 mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost \$6M.
- CSUSB (Cal State SB University): Campus Health Center Expansion: Prepared PS&E for the project for grading, utilities and civil engineering. Cost \$8M.
- University of California, Riverside - West Campus Infrastructure: Prepared West Campus Infrastructure Development Design/Study, which identified utility and surface infrastructure requirements, and how these improvements could be phased to accommodate proposed campus growth, for an area of 236.8 acres to support approximately 5 million gross square feet of academic, research, support, and student housing facilities. Cost \$20M.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Jumpstart Improvement Project: Prepared PS&E for Federally Funded Jump Start Improvement Package #1-Rail Grade Crossing Improvements for Alameda Corridor Agency East (ACE). Project involved 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Cost \$8M.

- Master Sewer Study Telegraph Corridor re-vitalization project, City of Commerce: Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- Northpark Boulevard Sewer Extension - Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino: Project required special structural designs and encroachment permitting for crossing 100' aqueduct right-of-way.
- University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.

Experience in Master Plans, Feasibility Studies, Facilities Needs Assessment

- San Elijo Hills Specific Plan. Provided planning, engineering, surveying services for the design and development of the 2,000 acre 3,500 dwelling unit Specific Plan and Master Tentative Map in the City of San Marcos.
- Shandin Hills Specific Plan. Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240 acre 1049 dwelling unit community in the City of San Bernardino. Drafted the Specific Plan and prepared the master tentative map.
- Arrowhead Springs Specific Plan (including annexation into the City): 4,000-acre site at the foothills of San Bernardino Mountains, and includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan (Devore area in San Bernardino) Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
- University Development Master Plan (San Bernardino): Approximately 200 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and student housing, educational and training facilities and offices for Cal State SB University.
- University of Riverside West Campus Infrastructure Needs Assessment and Master Plan, including sewer, storm drain, water.
- City of Monterey Park, City Public Works Yard Evaluation and Needs Assessment for new Yard (City is in negotiations with a developer to exchange existing PW yard land for a new land at a different location).

Experience in Construction Management Services (Infrastructure/Roadway-Type A Projects)

- Washington Boulevard Widening and Reconstruction Project (Federally Funded), City of Commerce (\$30m). Currently providing CM/Resident Engineer, Inspector, Office Engineer Services. The project includes widening and reconstruction of 2.7 miles of Roadway (including approx. 3,500 tons rubberized AC overlay). The project is federally funded and being managed in compliance with Caltrans Local Assistance Procedures Manual.
- Bogert Trail Bridge Widening Project (Federally Funded), City of Palm Springs. Served as Office Engineer, Inspector. In the final 3 months of providing CM/Resident Engineer, Inspector, Office Engineer Services. The project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Cost \$6m.
- Rosemead Safety and Enhancement and ADA Improvements Project (Federally Funded), City of Temple City. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$20m.
- Nason/Cactus Roadway Improvements Project, City of Moreno Valley. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project Value: \$20m (Transtech won 2013 Construction Management Association of America-CMAA, Project Award for this Project).
- Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local

Assistance Procedures Manual. Project involved construction of a grade separation. Caltrans was the oversight/jurisdictional Agency. Cost \$40m.

- 710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost: \$15m.
- Via Duct Boulevard/2nd Street Realignment and Metrolink Parking Facility, City of San Bernardino Project: Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$6m.
- Transtech also has extensive experience in managing federally funded projects. In the past few years, our staff has managed over 20 federally funded projects through Caltrans Local Assistance in compliance with Local Assistance Procedures Manual as required in federally funded projects. Services included obtaining E-76 authorization for each project phase as necessary, and prepared all necessary paper work and approval process, fund reimbursement, labor compliance and contract administration throughout the project, from PE through CE, as well as serving as Resident Engineer and Inspector during construction.

Experience in Construction Management (Building-Type B Projects)

- Casino Expansion at San Manuel Indian Reservation: Transtech provided plan check on building inspection services for Casino expansion project for San Manuel India Reservation. Project Value \$40m. Transtech is the reservations Building Official, Plan Checker and Inspector.
- Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge: Transtech provided inspection and construction management services for the construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks. Project Value: \$24m.
- City of San Bernardino Historic Santa Fe Depot Renovation: Transtech provided plan check, inspection and construction management services for the renovations adoptive reuse of 60,000 sf historical Santa Fe Train Depot. Project Value: \$20m. Transtech also served as Interim Building Official, Plan Checker and Inspector for the City.
- TACC Cultural Center Development, Lanham, MD: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$100m.
- City of Alhambra: Civic Center Library Project, 45,000 SF, underground parking garage. Renaissance Plaza, 5 level parking structure, 10 plex movie theater, and plaza. Fremont Plaza reconstruction of existing buildings for ToysRUs and Party City, new 30,000 SF store for PetSmart. Projects Value: \$50m. Transtech provided plan check, inspection, construction management and owner representative services. Transtech is the City's Building Official, Plan Checker and Inspector.
- Casino Construction Project for City of Hawaiian Gardens: Transtech provided providing building inspection services for the project. Transtech is the City's Building Official, Plan Checker and Inspector. Project Value \$60m.
- City of Commerce City Hall Addition and Rosewood Community Center. Construction of 20,000 SF addition to existing City Hall, new Community Center. Project value: \$20m.
- City of Monterey Park City-wide Parks (13 parks) ADA Deficiencies Assessment Study. Project Value: \$2m.
- City of Temple City, Council Chambers: Renovation of the Council Chambers with new seating, dais, carpet, lighting, AV system, and new ADA compliant bathrooms, new ADA compliant access to the building, re-design of building creating a space for Emergency Operations Center. Project Value: \$1m.

Experience in Traffic and Transportation Engineering/Planning

- Transtech serves as contract traffic engineer for a number of municipalities in Los Angeles County, and are very knowledgeable of traffic and transportation issues and trends locally and regionally. We work and coordinate

with Los Angeles County, MTA, SCAG and Caltrans on various projects on behalf of our local agency clients. We advise our client cities on actions needed to comply with County, State, and Federal regulations related to city streets, traffic regulation and traffic management. We provide technical expertise and recommendations, and conduct necessary surveys and prepare reports on traffic related issues, and present them at Commission and/or Council Meetings. We manage and coordinate with our client's signal maintenance contractors regarding signal timing and coordination, and advise when to improve the signal timing efficiency when necessary. We prepare traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, respond to City requests, citizen complaints and attend Traffic Commission meetings. We review traffic impact studies submitted by developers, provide traffic study guidelines to other consultants preparing TIA's and represent the City at planning commission and council meetings when these projects are reviewed and presented. We also assess safety for pedestrians, buses and bicycles by reviewing master plans completed for transit and bicycles as well as safe walk to school routes.

Experience in Grant Writing

- Transtech has extensive experience in grant writing and administration. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. In the past few years, The Firm has facilitated over \$100 million in funds for our clients' public works projects and transportation improvements. Additionally, after funds are awarded to a client, our experienced staff provides assistance to ensure compliance with applicable funding program requirements, including preparing necessary clearance approvals (environmental, utilities, right-of-way), processing E-76 authorizations, and managing the project.

REFERENCES

Following is a partial listing of comparable service contracts with various local Public Agencies:

Client Name: City of Temple City

- Year started and completed: 2012 – Ongoing Service
- Services Provided: Contract City Engineering, Traffic Engineering, CIP Design, Construction Management, Inspection, Federally Funded Project Management, Building Official, Building and Safety Plan Check and Inspection
- Reference Contact: Michael Forbes, Community Development Director; T: 626-285-2171

Client Name: City of Alhambra

- Year started and completed: 1993 – Ongoing Service
- Services Provided: Contract City Engineering, Traffic Engineering, CIP Design, Construction Management, Inspection, Federally Funded Project Management, Building Official, Building and Safety Plan Check and Inspection
- Reference Contact: Mary Chavez, Public Works Director; T: 626-570-5062
- Reference Contact: Tara Schultz, Development Services Director, 626-570-5041

Client Name: City of South Pasadena

- Year started and completed: 1997 – Ongoing Service
- Services Provided: Contract Building Official, Building and Safety Plan Check and Inspection
- Reference Contact: David Watkins, Director of Planning and Building/Deputy City Manager; T: 626-403-7220

Client Name: City of Huntington Park

- Year started and completed: 2011 – Ongoing Service
- Services Provided: Contract City Engineering, Traffic Engineering, CIP Design, Construction Management,

Inspection, Federally Funded Project Management, Building Official, Building and Safety Plan Check and Inspection

- Reference Contact: Michael Ackerman, Public Works Director; T: 323-584-6253

Client Name: City of Seal Beach

- Year started and completed: 2016 – Ongoing Service
- Services Provided: Interim Building Official and Interim Building Inspector, Plan Check
- Reference Contact: Jim Basham, Development Services Director; T: 562-431 2527 ext.1313

Client Name: City of Monterey Park

- Year started and completed: 2012 – Ongoing Service
- Services Provided: Contract City Engineering, Traffic Engineering, CIP Design, Federally Funded Project Management, Building and Safety Plan Check and Inspection
- Reference Contact: Ron Bow, Interim City Manager; T: 626-307-1255

Client Name: San Manuel Indian Reservation

- Year started and completed: 2012 – Ongoing Service
- Services Provided: Contract Building Official, Plan Check and Inspection
- Reference Contact: Robert Cantarini, Manager, Dept. of Planning and Development; T: 909-425-3590 x 4315

Client Name: City of Cudahy

- Year started and completed: 2012 – Ongoing Service
- Services Provided: Contract Engineering, CIP Design, Federally Funded Project Management, Building and Safety Plan Check and Inspection
- Reference Contact: Jose Pulido, City Manager; T: 323-773-5143, Ext. 226

Please see the following pages for recent reference letters we received from our various contract Public Agency Clients.



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

P.O. Box 1007
5220 Santa Ana Street
Cudahy, California 90201-6024
(323) 773-5143
Fax: (323) 771-2072

June 27, 2016

RE: Reference Letter for Transtech Engineers, Inc. (i.e., Transtech)

To Whom It May Concern:

I have had the privilege and fortune of working with Transtech Engineers, Inc at two very different cities in my 16 year City Manager career. As the City Manager for Temple City (i.e., very affluent and predominantly Asian population) and City Manager for Cudahy (i.e., lower income and predominately Latino population), Transtech provided (i.e., and still provides) a variety of contract services including: City Engineering, City Traffic Engineering; Public Works Engineering, Management / Plan Check/Inspection; Development Engineering, Capital Improvement Projects Program & Grant Management; and "As-needed Professional Services" inclusive of planning, design, project management, construction management and inspection.

Moreover, Transtech has assisted both communities in obtaining millions of dollars in highly competitive grant funds while also managing a number of federally funded projects, from initial grant funding applications through the completion of project construction. Over the years, I have unequivocally found Transtech's work and conduct to be extremely ethical, professional, timely, and a tremendous value for their client cities through their excellent project value engineering efforts.

Should you have any questions, please contact me at your earliest convenience in the office at (323) 773-5143 ext. 226, via cell phone at (323) 868-2126 or email at jpulido@cityofcudahyca.gov

Sincerely,

Jose E. Pulido
City Manager



Gateway
to the
San Gabriel Valley

111
South First Street
Alhambra
California
91801

City of Alhambra
Development Services Department

May 18, 2016

To whom it may concern:

This letter serves as a reference for Transtech Engineers, Inc for Building and Safety Department Services.

Transtech Engineers, Inc has been providing Building and Safety services, including the Building Official, plan check, permit technician and inspection services, to the City of Alhambra since 1993.

I am very pleased with the services provided by Transtech. I have found Transtech to be a competent firm that provides high quality services with well qualified staff in a cost effective and timely manner.

If you have any questions, please contact me at (626) 570-5041.

Sincerely,

Tara Schultz
Assistant City Manager/Director of Development Services



PLANNING DIVISION

CITY OF TEMPLE CITY 9701 LAS TUNAS DR. TEMPLE CITY, CA 91783 (626) 285-2171

May 17, 2016

Subject: Reference Letter

Services provided to the City of Temple City by Transtech Engineers, Inc.

To whom it may concern:

Transtech Engineers, Inc. has been providing contract Building & Safety and Engineering services to the City of Temple City since 2012. Services provided by Transtech include: Building Official, Plan Review, Building Inspector, City Engineering, Traffic Engineering, Public Works Project Management, Development Engineering, Capital Improvement Projects Program and Grant Management, Construction Management and as-needed professional services including, planning, design, project management, construction management, and inspection. Transtech serves as City's Building Official and City Engineers. Transtech has assisted the City in obtaining funding and managing a number of federally funded projects, from initial funding applications through construction completion.

Transtech provides high quality services in an efficient and cost effective manner. Transtech is highly responsive to any issues or problems that arise and provides excellent customer service internally to City staff and externally to the public. Their work is consistently completed in a timely and professional manner.

Based on our professional experience with Transtech, we highly recommend their services. If you have any questions, please contact me at (626) 285- 2171 or mforbes@templecity.us

Sincerely,

Michael D. Forbes
Community Development Director



Department of Public Works

June 27, 2016

Subject: Reference Letter - Transtech Engineers, Inc.

To whom it may concern:

Transtech Engineers, Inc. has been providing contract Municipal Engineering Services to the City of Huntington Park since 2010. Services provided by Transtech include: Building Official, Plan Review, Building Inspector, CE Engineering, Traffic Engineering, Public Works, Project Management, Development Engineering, Capital Improvement Projects Program and Grant Management, Construction Management and its needed professional services including design, project management, construction management and inspection. Transtech serves as the City's Building Official and City Engineer.

Transtech has also assisted the City in obtaining funding and managing a number of federally funded projects from initial funding applications through construction completion.

Transtech has always provided high quality services in an efficient and cost effective manner. Transtech is highly responsive to any issues or problems that arise and provides excellent customer service internally to City staff and externally to the public.

Based on professional experience with Transtech, their services are highly recommended.

If you have any questions, please contact me at (323) 584-6253 or michael@huntingtonpark.ca.gov.

Sincerely,


Michael Acherman, PE, OSD, Acting Director of Public Works
City of Huntington Park / Public Works Department
6040 Mills Avenue / Huntington Park, CA 90115
(323) 584-6253 Office / (323) 584-6244 Fax
macherman@huntingtonpark.ca.gov
www.hcpa.gov



COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • CODE ENFORCEMENT • LAND DEVELOPMENT • PLANNING

300 North "D" Street
San Bernardino, CA 92418-0001
909.384.5071 Fax 909.384.5155
www.sbcity.org

Subject: Transtech Engineers, Inc., Reference Letter

To Whom It May Concern:

I'm writing to provide a reference for Transtech Engineers, Inc., a firm that I have worked with in two different jurisdictions. Transtech staff served as the City Engineer and Chief Building Official in the City of Temple City when I was the Community Development Director. Transtech staff has in the past and is currently providing similar services to the City of San Bernardino where I currently serve as Community Development Director.

In both Temple City and San Bernardino, Transtech staff has been professional, responsive and flexible in meeting my department's needs. The firm has proven themselves to be a great asset to the team and a reliable partner in getting projects completed. In Temple City, Transtech Engineers served as the resident engineer on the award winning \$21 million Rosemead Boulevard project. Their skills and professionalism were vital in delivering the project on time and on budget. Based upon my professional experience, I would highly recommend Transtech Engineers as part of any city's team.

If you have any further questions, please feel free to contact me at
Persico_ma@sbcity.org, or (909)384-5357.

Sincerely,


Mark Persico AICP
Director of Community Development

*San Manuel Band of Mission Indians
Department of Planning and Development*



May 17, 2016

Subject: Reference Letter for Transtech Engineers, Inc.

To Whom It May Concern:

Transtech Engineers, Inc. has been provides contract Building and Safety Services, including Building Official, Building Inspector, and Building Plan Check to the San Manuel Indian Reservation.

Transtech provided full plan check services for our Casino Remodel Project and is now currently providing construction inspection services for the project. The Casino Remodel is a 50 million dollar project, scheduled to be completed next fall. The project schedule is on a 20/6 schedule, with Transtech providing on call inspection services 20 hours a day 6 days a week

The San Manuel Indian Reservation is extremely satisfied with Transtech's services. They have always provided high quality services in an efficient and cost effective manner. They have always been very responsive and timely on all of their assignments.

Based on our professional experience with Transtech, we highly recommend their services.

If you have any further questions, you can contact me.

Sincerely,

Robert Cantarini
Division Manager
SAN MANUEL
BAND OF MISSION INDIANS
Dept. of Planning and Development
101 Pure Water Lane
Highland, CA 92346
(909) 425-3590 x 4315 office
(909) 862-2641 fax
Rcantarini@sanmanuel-nsn.gov



CITY OF SOUTH PASADENA
PLANNING AND BUILDING DEPARTMENT
1414 MISSION, SOUTH PASADENA, CA 91030
TEL: 626.403.7220 • FAX: 626.403-7221
WWW.SOUTHPASADENA.CA.GOV

May 18, 2016

Subject: Reference Letter of Transtech Engineers, Inc.

To whom it may concern:

Transtech Engineers, Inc. has been providing Building and Safety Services, including Building Official, Permit Technician, Building Inspector, and Building Plan check to the City of South Pasadena for the last 19 years, since 1997.

The City of South Pasadena is extremely satisfied with Transtech's services. They have always provided high quality services in an efficient and cost effective manner. They have always been very responsive and timely on all of their assignments.

Based on our professional experience with Transtech, we highly recommend their services.

If you have any further questions, you can contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Watkins".

David Watkins
Director of Planning and Building
City of South Pasadena
Tel: (626) 403 7220
E mail: DWatkins@SouthPasadenaCA.gov



CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.MontereyPark.ca.gov



City Council

Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

June 29, 2016

Subject: Services Provided to the City of Monterey Park

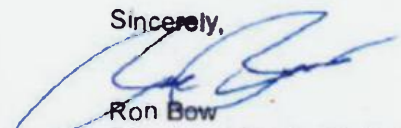
To Whom It May Concern:

Transtech Engineers, Inc., has been providing engineering support services to the City of Monterey Park for the past five years. Transtech's services have included city engineering, traffic engineering, public works engineering management, plan check, development engineering, capital improvement program (CIP), grant management and as-needed professional services that included planning, design, project management, contract administration, construction management and inspection.

Transtech is always responsive to the City's needs, providing high quality services in a timely manner. Their staff is professional and courteous and work very well with City staff. Transtech has been especially helpful expediting delivery of the City's CIP projects which included numerous parks Master Plan and ADA projects.

Based on our first hand experience working with Transtech Engineers, the City of Monterey Park highly recommends their services. If you have any questions, please feel free to contact me at 626-307-1320 or at rbow@montereypark.ca.gov

Sincerely,



Ron Bow
Director of Public Works/
Assistant City Manager

Pride in the Past • Faith in the Future

AGREEMENT 3347

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3347) BY AND BETWEEN THE CITY OF MONTEBELLO AND TRANSTECH ENGINEERS, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and TRANSTECH ENGINEERS, INC., ("**First Amendment**") is entered into this 30th day of June 2018, by and between Transtech Engineers Inc., ("**Consultant**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Building and Safety Staff Services by and between the City of Montebello and Transtech Engineers, Inc., dated December 14, 2017 (the "**Agreement**"), pursuant to which City retained Consultant to provide building and safety staff services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional three (3) months term (First Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions, as mutually agreed to by the Parties.

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

SECTION 1. Term.

This First Amendment shall be deemed to have taken effect on the date of execution of the Agreement. Nothing herein prevents either Party from terminating this First Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

SECTION 2. Compensation.

For the Term of this First Amendment, Consultant shall be compensated at the annual rate set forth in the First Amendment and as shown in Consultant's Proposal, dated June 26, 2018 and at a not to exceed amount of \$20,000.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO



Andrew G. Pasmant
Acting City Manager

TRANSTECH ENGINEERS, INC.



Ayla Jefferson, CBO
Director of Building and Safety Services

ATTEST



Irma Barajas, City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney



AGREEMENT 3347

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3347) BY AND BETWEEN THE CITY OF MONTEBELLO AND TRANSTECH ENGINEERS, INC.

This Second Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and TRANSTECH ENGINEERS, INC., (**"Second Amendment"**) is entered into this 12th day of September 2018, by and between Transtech Engineers Inc., (**"Consultant"**) and City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain Agreement for Building and Safety Staff Services by and between the City of Montebello and Transtech Engineers, Inc., dated December 14, 2017 (the **"Agreement"**), pursuant to which City retained Consultant to provide building and safety staff services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional one (1) month term (Second Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions, as mutually agreed to by the Parties.

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

SECTION 1. Term.

This Second Amendment shall be deemed to have taken effect on the date of execution of the Agreement. Nothing herein prevents either Party from terminating this Second Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

SECTION 2. Compensation.

For the Term of this Second Amendment, Consultant shall be compensated at the annual rate set forth in the Second Amendment and as shown in Consultant's Proposal, dated June 26, 2018 and at a not to exceed amount of \$12,000.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

TRANSTECH ENGINEERS, INC.

Andrew G. Pasmant
Acting City Manager

Ayla Jefferson, CBO
Director of Building and Safety Services

ATTEST

Irma Barajas, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

September 12, 2018

TO: Honorable Mayor and City Council
FROM: William Quan, Controller
SUBJECT: Monthly Investment Reports-July 2018

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

wbq
Att:

ITEM #32

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
July 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.81	365	288	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	2.48	365	290	2.159	2.189
Local Agency Investment Funds	25,124,675.25	25,124,675.25	25,124,675.25	81.56	1	1	1.933	1.960
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	15.15	1	1	1.885	1.911
Investments	30,804,377.01	30,804,377.01	30,804,377.01	100.00%	13	10	1.932	1.959

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	54,216.79	54,216.79
Average Daily Balance	33,498,036.85	33,498,036.85
Effective Rate of Return	1.91%	1.91%

Reporting period 07/01/2018-07/31/2018

Run Date: 08/27/2018 - 07:30

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

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

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
22	22	EAST WEST BANK		05/16/2018	250,000.00	250,000.00	250,000.00	2.000		2.000	288	05/16/2019
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			2.000	288	
Certificates of Deposit - CU												
21	21	F&A FEDERAL CREDIT UNION		04/27/2018	263,964.90	263,964.90	263,964.90	2.100		2.100	269	04/27/2019
23	23	UNITED FEDERAL CREDIT UNION		07/25/2018	250,000.00	250,000.00	250,000.00	2.450		2.450	358	07/25/2019
20	20	ST. VINCENT'S MEDICAL FCU		04/02/2018	249,000.00	249,000.00	249,000.00	2.020		2.020	244	04/02/2019
		Subtotal and Average	762,964.90		762,964.90	762,964.90	762,964.90			2.189	290	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			25,124,675.25	25,124,675.25	25,124,675.25	1.960		1.960	1	
		Subtotal and Average	27,818,335.09		25,124,675.25	25,124,675.25	25,124,675.25			1.960	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	1.911		1.911	1	
		Subtotal and Average	4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			1.911	1	
		Total and Average	33,498,036.85		30,804,377.01	30,804,377.01	30,804,377.01			1.959	10	

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

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - Bank								
		Subtotal	250,000.00					250,000.00
Certificates of Deposit - CU								
23	23	UNITED FEDERAL CREDIT UNION		2.450	07/25/2018	250,000.00	0.00	
SYS19	SYS19	UNITED FEDERAL CREDIT UNION		1.350	07/25/2018	0.00	250,000.00	
		Subtotal	762,964.90			250,000.00	250,000.00	762,964.90
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.960		124,712.08	5,000,000.00	
		Subtotal	29,999,963.17			124,712.08	5,000,000.00	25,124,675.25
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		1.911		6,985.97	6,985.97	
		Subtotal	4,666,736.86			6,985.97	6,985.97	4,666,736.86
		Total	35,679,664.93			381,698.05	5,256,985.97	30,804,377.01

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

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
July	2017	8	24,773,276.17	1.052	1.066	1.080	1	1	16	13
August	2017	7	20,773,276.60	1.042	1.056	1.070	0	0	19	13
September	2017	7	18,773,277.02	1.075	1.090	1.120	0	0	21	13
October	2017	7	14,822,784.70	1.091	1.106	1.160	0	0	26	14
November	2017	7	11,622,785.12	1.092	1.107	1.190	0	0	33	15
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
April	2018	9	31,824,664.93	1.674	1.697	1.720	2	2	13	7
May	2018	8	35,679,664.93	1.750	1.775	1.800	1	1	11	8
June	2018	7	35,679,664.93	1.863	1.889	1.900	0	0	11	8
July	2018	8	30,804,377.01	1.932	1.959	1.960	1	1	13	10
Average		7	25,109,257.83	1.391%	1.410%	1.438	0	0	17	9

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

Page 1

Security Type	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Average by Period
Certificates of Deposit - Bank	1.0	1.2	1.3	1.7	2.2	1.3	1.0	0.9	0.9	0.8	0.7	0.7	0.8	1.1%
Certificates of Deposit - CU	3.1	3.7	4.0	5.1	6.5	3.9	2.9	2.6	2.8	2.4	2.1	2.1	2.5	3.4%
Local Agency Investment Funds	77.1	72.7	69.8	61.7	51.2	71.1	78.3	80.5	78.8	82.2	84.1	84.1	81.6	74.8%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	18.8	22.5	24.9	31.5	40.2	23.8	17.9	16.0	17.5	14.7	13.1	13.1	15.2	20.7%

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

Page 1

	July 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	2,096.00	2,096.00
Plus Accrued Interest at End of Period	-28.24	-28.24
Less Accrued Interest at Beginning of Period	(405.74)	(405.74)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,662.02	1,662.02
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,662.02	1,662.02
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	131,698.05	131,698.05
Plus Accrued Interest at End of Period	52,330.41	52,330.41
Less Accrued Interest at Beginning of Period	(131,473.69)	(131,473.69)
Interest Earned during Period	52,554.77	52,554.77
Total Interest Earned during Period	54,216.79	54,216.79
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	54,216.79	54,216.79

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
July-18

	6/30/18	7/13/18	7/18/18	7/25/18				BALANCE		
GENERAL FUND										
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA	29,999,963.17	124,712.08	(5,000,000.00)					25,124,675.25	81.56%	MAX. %
SUBTOTAL	29,999,963.17	124,712.08	(5,000,000.00)	0.00	0.00	0.00	0.00	25,124,675.25	81.56%	\$30M
FEDERAL AGENCY ISSUES										
FAI	0.00							0.00	0.00%	
FAI	0.00							0.00	0.00%	
FAI	0.00							0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD	0.00							0.00	0.00%	
F&A FCU (4/27/18-4/27/19) @ 2.10%	263,964.90							263,964.90	0.86%	
East West Bank (5/16/18-5/16/19) @ 2.00%	250,000.00							250,000.00	0.81%	
United Federal Credit Union (7/25/17-7/25/18) @ 1.35%	250,000.00			(250,000.00)				0.00	0.00%	
United Federal Credit Union (7/25/18-7/25/19) @ 2.45%	0.00			250,000.00				250,000.00	0.81%	
St. Vincent's Medical FCU (4/2/18-4/2/19) @ 2.05%	249,000.00							249,000.00	0.81%	
SUBTOTAL	1,012,964.90	0.00	0.00	0.00	0.00		0.00	1,012,964.90	3.29%	None
CREDIT UNION SAVINGS ACCOUNTS										
F&A FCU Savings (opened 4/28/14)	5.38							5.38	0.00%	
Savings	0.00							0.00	0.00%	
SUBTOTAL	5.38	0.00	0.00	0.00	0.00		0.00	5.38	0.00%	None
TREASURY SECURITIES										
T-Bill	0.00							0.00	0.00%	
T-Bill	0.00							0.00	0.00%	
T-Bill	0.00							0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	80.00%
MONEY MARKET FUNDS										
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)	4,666,731.48							4,666,731.48	15.15%	
MMF	0.00							0.00	0.00%	
SUBTOTAL	4,666,731.48	0.00	0.00	0.00	0.00		0.00	4,666,731.48	15.15%	25.00%
TOTAL GENERAL INVESTMENTS	35,679,664.93	124,712.08	(5,000,000.00)	0.00	0.00		0.00	30,804,377.01	100.00%	

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

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	May-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$31,824,664.93	
5/29/18	\$3,855,000.00	LAIF Deposit;Property Tax
Ending Balance:	<u>\$35,679,664.93</u>	\$3,855,000.00 Monthly Difference
	Jun-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$35,679,664.93	
Ending Balance:	<u>\$35,679,664.93</u>	\$0.00 Monthly Difference
	Jul-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$35,679,664.93	
7/13/18	\$124,712.08	LAIF Investment Interest
7/18/18	(\$5,000,000.00)	LAIF Withdrawal;Warrants, Payroll, Debt Payment
Ending Balance:	<u>\$30,804,377.01</u>	(\$4,875,287.92) Monthly Difference

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

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

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

August 02, 2018

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

July 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/13/2018	7/12/2018	QRD	1577519	SYSTEM	124,712.08
7/18/2018	7/18/2018	RW			-5,000,000.00

Account Summary

Total Deposit:	124,712.08	Beginning Balance:	29,999,963.17
Total Withdrawal:	-5,000,000.00	Ending Balance:	25,124,675.25

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
July 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	8,423,624.95	8,423,624.95	8,423,624.95	100.00	1	1	1.933	1.960
Investments	8,423,624.95	8,423,624.95	8,423,624.95	100.00%	1	1	1.933	1.960

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	13,608.68	13,608.68
Average Daily Balance	8,416,059.28	8,416,059.28
Effective Rate of Return	1.90%	1.90%

Reporting period 07/01/2018-07/31/2018

Run Date: 08/27/2018 - 07:22

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

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

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			8,423,624.95	8,423,624.95	8,423,624.95	1.960		1.960	1	
		Subtotal and Average	8,416,059.28		8,423,624.95	8,423,624.95	8,423,624.95			1.960	1	
		Total and Average	8,416,059.28		8,423,624.95	8,423,624.95	8,423,624.95			1.960	1	

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

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		1.960		19,544.65	0.00	
		Subtotal	8,404,080.30			19,544.65	0.00	8,423,624.95
		Total	8,404,080.30			19,544.65	0.00	8,423,624.95

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

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
July	2017	1	7,368,507.15	1.065	1.080	1.080	0	0	1	1
August	2017	1	3,168,507.15	1.075	1.090	1.090	0	0	1	1
September	2017	1	3,168,507.15	1.105	1.120	1.120	0	0	1	1
October	2017	1	3,183,756.04	1.105	1.120	1.120	0	0	1	1
November	2017	1	3,183,756.04	1.174	1.190	1.190	0	0	1	1
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
April	2018	1	3,404,080.30	1.696	1.720	1.720	0	0	1	1
May	2018	1	3,404,080.30	1.775	1.800	1.800	0	0	1	1
June	2018	1	8,404,080.30	1.874	1.900	1.900	0	0	1	1
July	2018	1	8,423,624.95	1.933	1.960	1.960	0	0	1	1
Average		1	4,297,844.01	1.416%	1.436%	1.436	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
July 2017 through July 2018

Page 1

Security Type	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
July 31, 2018

Page 1

	July 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	19,544.65	19,544.65
Plus Accrued Interest at End of Period	13,655.09	13,655.09
Less Accrued Interest at Beginning of Period	(19,591.06)	(19,591.06)
Interest Earned during Period	13,608.68	13,608.68
Total Interest Earned during Period	13,608.68	13,608.68
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	13,608.68	13,608.68

Successor Agencies of the City of Montebello
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
July-18

		6/30/18	7/13/18	-	-	-	-	BALANCE		
Successor Agencies of the City of Montebello										
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA										
	SUBTOTAL	8,404,080.30	19,544.65					8,423,624.95	100.00%	\$30M
		8,404,080.30	19,544.65	0.00	0.00	0.00	0.00	8,423,624.95	100.00%	
FEDERAL AGENCY ISSUES										
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS										
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES										
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND										
MMF		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		8,404,080.30	19,544.65	0.00	0.00	0.00	0.00	8,423,624.95	100.00%	

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	May-18 Monthly	
Beginning Balance	\$3,404,080.30	
Ending Balance:	\$3,404,080.30	\$0.00 Monthly Difference
	Jun-18 Monthly	
Beginning Balance	\$3,404,080.30	
6/18/18	\$5,000,000.00	LAIF Deposit;ROPS
Ending Balance:	\$8,404,080.30	\$5,000,000.00 Monthly Difference
	Jul-18 Monthly	
Beginning Balance	\$8,404,080.30	
7/13/18	\$19,544.65	LAIF Investment Interest
Ending Balance:	\$8,423,624.95	\$19,544.65 Monthly Difference

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

S/A CITY OF MONTEBELLO FOR MONTEBELLO
REDEVELOPMENT AGENCY
DIRECTOR OF FINANCE
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

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

August 02, 2018

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

July 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/13/2018	7/12/2018	QRD	1578568	SYSTEM	19,544.65

Account Summary

Total Deposit:	19,544.65	Beginning Balance:	8,404,080.30
Total Withdrawal:	0.00	Ending Balance:	8,423,624.95

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JULY 31, 2018**

BANK OF THE WEST

	Account Number	Account Name	7/31/18	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,407,895.82	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$417,092.67	S	Checking Account
3	XXXX-71041	City of Montebello	\$389,100.54	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$12,562.66	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$4,044,586.81	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$111,357.02	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,180,798.50	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$898,399.11	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$404,139.76	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$8,912,488.52</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	7/31/18	Type	Purpose
1	XX-XX-551	General	\$25,124,675.25	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$8,423,624.95	S	Invest Idle Cash
			<u>\$33,548,300.20</u>		

EAST WEST BANK

	Account Number	Account Name	7/31/18	Type	Purpose
1	CD	Certificate of Deposit (5/16/18 - 5/16/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	7/31/18	Type	Purpose
1	XXXXX30	Savings Account	\$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/18 - 4/27/19)	\$263,964.90	G	Investment
			<u>\$263,970.28</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	7/31/18	Type	Purpose
1	CD	Certificate of Deposit (4/2/18 - 4/2/19)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	7/31/18	Type	Purpose
1	CD	Certificate of Deposit (7/25/18 - 7/25/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	7/31/18	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment
			<u>\$4,666,731.48</u>		

FIRST MERCANTILE TRUST

	Account Number	Account Name	7/31/18	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$13.02	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,401.16	M	401 a(h) employee benefit
			<u>\$13,414.18</u>		

Total General Cash/Investments	\$35,395,977.01	G	General
Total SA Cash/Investments	\$10,248,613.44	S	Successor Agencies
Total T&A Cash/Investments	\$2,495,900.03	T	Trust & Agency
Total Trustee Cash	\$13,414.18	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$48,153,904.66</u>		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: September 6, 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. F. Galarza v. City of Montebello

Claimant's vehicle was struck by a tree branch. Inspection of the city tree showed it to be green and healthy. The limb was green and no indication of disease. No prior complications were found, the limb may have fallen as a result of "Sudden Limb Failure". This results from hot weather and the tree uplifting water too much causing the additional weight of the water to cause the limb to fail. In this situation it is an Act of God.

Amount claimed: \$3,500.00

2. M. Orduno v. City of Montebello

Claimant was a new passenger on the City Bus. The City Bus Operator watched the claimant walk to the rear of the bus and hold onto a support bar. As the bus left the curb the claimant lost her grip on the support bar and fell, sitting on the aisle floor. The Operator stopped and assisted the claimant to a seat. Operator asked Claimant if needed medical assistance, but declined. Bus continued on its route.

Amount claimed: \$5,000.00

3. F. Castillo V. City of Montebello

Claimant was a passenger in City Bus with a bicycle attached to the front bike rack. As the Bus was crossing through the intersection, a truck entered the intersection against a red light and caused the bus to collide with the truck, damaging the Claimant's bicycle. Police determined the truck was at fault. The Claimant should be presenting the claim against the other party identified on the police report.

Amount claimed: \$685.00

4. O. Monenegro v. City of Montebello

Claimant was struck by a City Police vehicle on the freeway. Per the CHP report there was minor denting and scratching to the claimants vehicle and minor damage to the bumper of the police vehicle. There were three (3) people in the car and their attorney has presented an injury claim for each one.

Amount claimed: \$28,000.00

5. V. DeLucas v. City of Montebello

Claimant was struck by a City Police vehicle on the freeway. Per the CHP report there was minor denting and scratching to the claimants vehicle and minor damage to the bumper of the police vehicle. There were three (3) people in the car and their attorney has presented an injury claim for each one.

Amount claimed: \$18,000.00

6. A. DeLucas v City of Montebello

Claimant was struck by a City Police vehicle on the freeway. Per the CHP report there was minor denting and scratching to the claimants vehicle and minor damage to the bumper of the police vehicle. There were three (3) people in the car and their attorney has presented an injury claim for each one.

Amount claimed: \$28,000.00

7. S. Jiang v. City of Montebello

Claimant's irrigation pipes were allegedly defected due to the city tree roots entering pipes in front yard. However, in order for roots to enter irrigation pipes there must exist an entry into the pipes. This entry way existed prior to the root entry. The pipes had a pre-existing defect which allowed the root entry.

Amount claimed: \$1,500.00

8. J. Garcia v City of Montebello

Claimant was crossing the street and was struck by a car on the way to school. There are no signal traffic or stop sign 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. 1452, consisting of thirteen pages, and
including**

Warrant No. 579393 through 579887;

Warrant No. 1403 through 1405

**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 12th DAY OF SEPTEMBER, 2018.

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

IRMA BARAJAS, City Clerk

ITEM # 34

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
579393	08/02/2018	HARUTYUNYAN, ANAHIT	\$70.00
579394	08/02/2018	AT&T	\$286.15
579395	08/02/2018	LIGHTHOUSE SPORTS CENTER, LLC.	\$2,380.00
579396	08/02/2018	MONTEBELLO LAND & WATER CO.	\$18,474.94
579397	08/02/2018	PAYAN, LINDA	\$499.68
579398	08/02/2018	SAN GABRIEL VALLEY WATER CO.	\$1,515.03
579399	08/02/2018	SIMONIAN, GEORGE S.	\$1,650.67
579400	08/02/2018	TUFANO, ROBERT C.	\$475.43
579401	08/07/2018	ACC BUSINESS	\$638.47
579402	08/07/2018	ALL AMERICAN SWIM, SWIM SHOPS OF THE SOUTHWEST	\$449.00
579403*	08/07/2018	AMERICAN WATER WORKS, INC.	\$57.47
579404	08/07/2018	APPLE ONE EMPLOYMENT SERVICES	\$2,283.24
579405	08/07/2018	ARTE PRINTING	\$499.32
579406	08/07/2018	BIRCH COMMUNICATIONS	\$669.74
579407	08/07/2018	CALIFORNIA EMPLOYMENT DEVELOPM	\$1,540.00
579408	08/07/2018	CHARTER COMMUNICATIONS	\$29.05
579409	08/07/2018	CHARTER COMMUNICATIONS	\$46.04
579410	08/07/2018	CINTAS CORPORATION NO. 2	\$371.26
579411	08/07/2018	CRITERION PICTURES, INC.	\$985.00
579412	08/07/2018	DAY WIRELESS SYSTEMS	\$2,486.40
579413	08/07/2018	FEDERAL EXPRESS CORPORATION	\$61.01
579414	08/07/2018	H & H AUTO PARTS WHOLESALE	\$604.44
579415	08/07/2018	HD INDUSTRIES	\$482.50
579416	08/07/2018	INTERSTATE BATTERY SYSTEMS	\$4,059.85
579417	08/07/2018	LEXIPOL, LLC	\$5,247.00
579418	08/07/2018	MISSION LINEN SUPPLY	\$1,050.34
579419	08/07/2018	MONTEBELLO TRANSIT	\$1,173.68
579420*	08/07/2018	NEW ASIA FSE, INC.	\$7,516.95
579421	08/07/2018	PALARDY & MILLER AUTOBODY	\$661.25
579422	08/07/2018	PASMANT, ANDREW	\$7,112.18
579423	08/07/2018	POSITIVE PROMOTIONS	\$1,805.90
579424	08/07/2018	SAWYER PETROLEUM	\$87,648.58
579425	08/09/2018	A TO Z FIRE PROTECTION COMPANY	\$693.00
579426	08/09/2018	BANKCARD CENTER	\$17,402.23
579427	08/09/2018	CALIFORNIA WATER SERVICE COMPANY	\$9,338.77
579428	08/09/2018	HD INDUSTRIES	\$145.30
579429	08/09/2018	HOME DEPOT	\$2,304.41
579430	08/09/2018	KESTERSON, JOHN	\$145.52
579431	08/09/2018	MONTEBELLO AUTOCRAFT	\$1,534.83

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579432	08/09/2018	RANCHO JANITORIAL	\$1,082.08
579433	08/09/2018	RELIANT URGENT CARE	\$1,203.00
579434	08/09/2018	RICOH AMERICAS CORP.	\$10,671.98
579435	08/09/2018	RICOH AMERICAS CORP.	\$168.52
579436	08/09/2018	SAN GABRIEL VALLEY WATER CO.	\$147,108.40
579437	08/09/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	\$8,764.01
579438	08/09/2018	SOUTHERN CALIFORNIA EDISON	\$94,529.10
579439	08/09/2018	STANDARD INSURANCE COMPANY	\$612.72
579440	08/09/2018	UNIQUE GENERAL SERVICES	\$1,195.00
579441	08/09/2018	US SECURITY ASSOCIATES, INC.	\$5,735.41
579442	08/09/2018	VERIZON WIRELESS	\$56.03
579443	08/09/2018	VERIZON WIRELESS	\$53.91
579444	08/09/2018	VERIZON WIRELESS	\$111.82
579445	08/09/2018	VERIZON WIRELESS	\$456.27
579446	08/09/2018	VERIZON WIRELESS	\$38.01
579447	08/09/2018	VERIZON WIRELESS	\$125.38
579448	08/15/2018	ALVAREZ, HECTOR	\$100.00
579449	08/15/2018	CAI, YUHENG	\$70.00
579450	08/15/2018	CAMACHO, DANIEL	\$140.00
579451	08/15/2018	FILTER SOLUTIONS	\$301.13
579452	08/15/2018	GARCIA, GEORGE	\$45.00
579453	08/15/2018	JAIMEZ, CRYSTAL	\$40.00
579454	08/15/2018	MANUEL, DAVID, SALVADOR	\$70.00
579455	08/15/2018	OLGUIN CASTANON, FERNANDO	\$56.00
579456	08/15/2018	RODRIGUEZ, SALVADOR	\$55.00
579457	08/15/2018	WHITTIER TINT SHOP	\$40.00
579458	08/15/2018	AT&T	\$4,076.50
579459	08/15/2018	AT&T	\$78.83
579460	08/15/2018	BUSWEST, LLC	\$17,920.20
579461	08/15/2018	CALIFORNIA WATER SERVICE COMPANY	\$189.61
579462	08/15/2018	CHARTER COMMUNICATIONS	\$21.09
579463	08/15/2018	DAILY JOURNAL CORPORATION	\$1,243.20
579464	08/15/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	\$21.40
579465	08/15/2018	MATRIX CONSULTING GROUP, LTD.	\$3,650.00
579466	08/15/2018	MONTEBELLO CITY PETTY CASH	\$2,441.01
579467	08/15/2018	MONTEBELLO TIRE PROS	\$17,690.86
579468	08/15/2018	PACIFIC GRAPHICS INC.	\$3,953.19
579469	08/15/2018	SOUTHERN CALIFORNIA EDISON	\$63,889.05
579470	08/15/2018	STANDARD INSURANCE COMPANY	\$14,334.39
579471	08/15/2018	VERIZON WIRELESS	\$38.01
579472	08/15/2018	923 MEDIA GROUP INC.	\$1,400.00

ITEM # 34

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579473	08/15/2018	ACEVEZ, ANTHONY	\$30.00
579474	08/15/2018	ADCO SERVICES, INC.	\$6,585.00
579475	08/15/2018	ADVANCED APPLIED ENGINEERING, INC.	\$3,464.30
579476	08/15/2018	AGUILERA, WENDY	\$80.00
579477	08/15/2018	ALVAREZ-GLASMAN & COLVIN	\$40,252.77
579478	08/15/2018	ANA LABORATORIES, INC.	\$1,315.00
579479	08/15/2018	ANAYA, JEFF	\$800.00
579480	08/15/2018	ANCHONDO, ARTHUR, P	\$40.00
579481	08/15/2018	ANDRADE, ANDREA	\$40.00
579482	08/15/2018	ANDRADE, ERIKA L	\$40.00
579483	08/15/2018	ANTUNEZ, DANIEL	\$40.00
579484	08/15/2018	APARICIO, RICHARD	\$40.00
579485	08/15/2018	AQUA-FLO SUPPLY	\$509.34
579486	08/15/2018	ATLAS RADIATOR, INC.	\$275.00
579487	08/15/2018	AUTOZONE	\$130.29
579488	08/15/2018	AVALOS, ROSA	\$80.00
579489*	08/15/2018	B&H FOTO & ELECTRONICS CORP.	\$999.00
579490	08/15/2018	BUSWEST, LLC	\$29,867.00
579491	08/15/2018	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$500.00
579492	08/15/2018	CASAS, MARIA E	\$302.40
579493	08/15/2018	CASTILLO, ANTONIO	\$475.00
579494	08/15/2018	CASTRO, LAURA	\$40.00
579495	08/15/2018	CERVANTES, AMY	\$325.00
579496	08/15/2018	CLEAN ENERGY FUELS	\$7,847.69
579497	08/15/2018	CLEAN SWEEP SUPPLY CO. INC	\$1,056.77
579498	08/15/2018	COGRAN SYSTEMS LLC	\$500.00
579499	08/15/2018	COLBY'S TOTAL LAWN CARE	\$275.00
579500	08/15/2018	COMPANY NURSE	\$240.00
579501	08/15/2018	CORA CONSTRUCTORS INC.	\$117,067.50
579502	08/15/2018	COSTCO	\$1,000.00
579503	08/15/2018	DE LA PENA, WILLIAM C.	\$1,722.02
579504	08/15/2018	DE LA TORRE, RAPHAEL	\$40.00
579505	08/15/2018	DISCOVERY BENEFITS	\$50.00
579506	08/15/2018	EDISON LITIGATION TECH ADVISORY SERVICES, LLC	\$840.00
579507	08/15/2018	FASCIO, VINCE	\$250.00
579508	08/15/2018	FEDERAL EXPRESS CORPORATION	\$57.73
579509	08/15/2018	FLEET PRIDE, INC.	\$1,133.94
579510	08/15/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	\$173.46
579511	08/15/2018	GOLF COURSE SUPERINTENDENTS ASSOCIATION	\$195.00
579512	08/15/2018	GOMEZ, BEATRICE	\$80.00
579513	08/15/2018	GOSERCO, INC.	\$3,150.00

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579514	08/15/2018	GRAINGER, INC.	\$229.39
579515	08/15/2018	GUZMAN, ANDREW	\$40.00
579516	08/15/2018	HD INDUSTRIES	\$343.61
579517	08/15/2018	HDL COREN & CONE	\$745.00
579518	08/15/2018	HERNANDEZ, JUAN, M	\$40.00
579519	08/15/2018	HERNANDEZ, NADINE	\$40.00
579520	08/15/2018	JAIMEZ, CRYSTAL	\$40.00
579521	08/15/2018	KOBAISSI, TIFFANY	\$70.00
579522	08/15/2018	LAW OFFICES OF DAVID J. WEISS	\$562.00
579523	08/15/2018	LIFTECH ELEVATOR SERVICES, INC	\$595.00
579524	08/15/2018	LOPEZ, MICHAEL	\$40.00
579525	08/15/2018	LOPEZ , REYNA	\$40.00
579526	08/15/2018	LOUSSARARIAN, MICHELLE	\$40.00
579527	08/15/2018	MARIA, LUZ	\$40.00
579528	08/15/2018	MARTINEZ, JULIO	\$250.00
579529	08/15/2018	MARTINEZ CONSULTING SERVICE LLC	\$4,000.00
579530	08/15/2018	MEZA, STEPHANIE	\$80.00
579531	08/15/2018	MR. ROOTER PLUMBING	\$217.00
579532	08/15/2018	MUNCIE TRANSIT SUPPLY	\$294.23
579533	08/15/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$66,366.47
579534	08/15/2018	NAVARRO'S TOWING SERVICE	\$225.00
579535	08/15/2018	NETWORK DEPOSITION SERVICES, INC.	\$1,122.00
579536	08/15/2018	NEW FLYER AMERICA (USA) INC.	\$662,722.63
579537	08/15/2018	NEW FLYER PARTS	\$6,827.54
579538	08/15/2018	OFFICE DEPOT	\$3,433.28
579539	08/15/2018	ORTIZ, ERIC	\$200.00
579540	08/15/2018	ORTIZ, JESSICA	\$80.00
579541	08/15/2018	PADILLA, BRIANNON	\$40.00
579542	08/15/2018	PALARDY & MILLER AUTOBODY	\$848.18
579543	08/15/2018	PANOSIAN, JO ANN	\$40.00
579544	08/15/2018	PASTION, MEL	\$120.00
579545	08/15/2018	PCMG, INC. DBA PCM GOV, INC.	\$6,313.90
579546	08/15/2018	PEREZ, WENDY	\$40.00
579547	08/15/2018	PETROSIAN, IRENA	\$40.00
579548	08/15/2018	PORTILLO, ROBERT	\$40.00
579549	08/15/2018	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	\$1,600.00
579550	08/15/2018	RABELERO, JESUS	\$30.00
579551	08/15/2018	RELIANT URGENT CARE	\$432.00
579552	08/15/2018	RIO HONDO COMMUNITY COLLEGE	\$55.20
579553	08/15/2018	RIVERS, ALBERT	\$125.00
579554	08/15/2018	ROBLES, ESTHER	\$40.00

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579555	08/15/2018	RODRIGUEZ, OMAR	\$250.00
579556	08/15/2018	ROMERO, JENNIFER	\$50.00
579557	08/15/2018	ROMERO, MARTHA	\$29.00
579558	08/15/2018	SAN GABRIEL VALLEY WATER CO.	\$2,483.09
579559	08/15/2018	SAN GABRIEL VALLEY WATER CO.	\$12,939.71
579560	08/15/2018	SAN GABRIEL VALLEY WATER CO.	\$5,565.08
579561	08/15/2018	SAN GABRIEL VALLEY WATER CO.	\$7,092.24
579562	08/15/2018	SAUCEDO, NICOLE I	\$40.00
579563	08/15/2018	SAVEDRA, MICHAEL	\$40.00
579564	08/15/2018	SEQUEL CONTRACTORS. INC.	\$4,536.67
579565	08/15/2018	SHARPE, STEPHEN	\$1,037.56
579566	08/15/2018	SOLANO, MARTIN	\$40.00
579567	08/15/2018	SOSNOWSKI, DAVID	\$40.00
579568	08/15/2018	SOUTH BAY FORD, INC.	\$1,093.60
579569	08/15/2018	SOUTHERN CALIFORNIA PUBLIC LABOR RELATIONS	\$200.00
579570	08/15/2018	SUNSET DETECTIVES	\$2,400.00
579571	08/15/2018	TORO NSN	\$229.00
579572	08/15/2018	TORRES, JANELLE	\$40.00
579573	08/15/2018	TORRES, MIGUEL	\$1,250.00
579574	08/15/2018	ULINE, INC.	\$227.85
579575	08/15/2018	UNDERGROUND SERVICE ALERT OF SOUTHERN CA	\$226.15
579576	08/15/2018	UNIQUE GENERAL SERVICES	\$8,172.00
579577	08/15/2018	UNIVERSITY OF THE PACIFIC	\$2,490.00
579578	08/15/2018	VALENZUELA, MATTHEW , A	\$40.00
579579	08/15/2018	VASQUEZ, MARIA TERESA	\$40.00
579580	08/15/2018	WAYNE ELECTRIC COMPANY	\$889.30
579581	08/15/2018	WEST COAST ARBORISTS, INC.	\$9,850.00
579582	08/15/2018	WESTERN ALLIED CORPORATION	\$1,365.68
579583	08/15/2018	WHITEHEAD, WESLEY, A	\$675.00
579584	08/15/2018	WINZER CORPORATION	\$1,077.48
579585	08/15/2018	WRITERANNE COMMUNICATIONS	\$1,020.00
579586	08/15/2018	YORK RISK SERVICES GROUP, INC.	\$25,778.41
579587	08/15/2018	YOUNGBLOOD & ASSOCIATES	\$200.00
579588	08/15/2018	SWIFT TACTICAL	\$150.00
579589	08/15/2018	USPS-HASLER	\$9,000.00
579590	08/23/2018	ADCO SERVICES, INC.	\$6,185.00
579591	08/23/2018	ADORNO YOSS ALVARADO & SMITH	\$9,882.50
579592	08/23/2018	AGUILAR , GABRIELA	\$50.00
579593	08/23/2018	ATHENS SERVICES	\$236,254.40
579594*	08/23/2018	B&H FOTO & ELECTRONICS CORP.	\$4,980.00
579595	08/23/2018	CALIFORNIA DEPARTMENT OF JUSTICE	\$288.00

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579596	08/23/2018	CALIFORNIA PRISON INDUSTRY AUTHORITY	\$954.83
579597	08/23/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$1,100.17
579598	08/23/2018	CUMMINS PACIFIC, LLC	\$2,592.53
579599	08/23/2018	DARKTRACE LIMITED	\$1,500.00
579600	08/23/2018	DIAZ WINDOW CLEANING SERVICE	\$340.00
579601	08/23/2018	DILTEX, INC.	\$8,712.21
579602	08/23/2018	EASTMONT PAINT & DECORATING	\$2,289.37
579603	08/23/2018	EWING IRRIGATION PRODUCTS	\$114.52
579604	08/23/2018	GLENDALE, CITY OF	\$50,000.00
579605	08/23/2018	GOMEZ, YARELI, TIZNADO	\$140.00
579606	08/23/2018	GONZALEZ, VICTOR, CASTILLO	\$56.00
579607	08/23/2018	GOWING, SANTRATH	\$8.00
579608	08/23/2018	GUZMAN, ARTURO	\$50.00
579609	08/23/2018	IVA SOLUTIONS, INC.	\$1,169.47
579610	08/23/2018	KEYSTONE UNIFORMS	\$484.99
579611	08/23/2018	LEXIS NEXIS RISK SOLUTIONS	\$5,969.86
579612	08/23/2018	LOPEZ, JESUS	\$70.00
579613	08/23/2018	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	\$277.55
579614	08/23/2018	LOS ANGELES FREIGHTLINER, INC.	\$789.31
579615	08/23/2018	MENDEZ, JAVIER	\$50.00
579616	08/23/2018	MICHAEL BAKER INTERNATIONAL, INC.	\$4,817.50
579617	08/23/2018	MOTOROLA SOLUTIONS, INC.	\$15,683.76
579618	08/23/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$35,507.87
579619	08/23/2018	NAVARRO, ROBERTO	\$160.00
579620	08/23/2018	NAVARRO'S TOWING SERVICE	\$835.00
579621	08/23/2018	NEW FLYER PARTS	\$17,452.47
579622	08/23/2018	OFFICE DEPOT	\$2,368.06
579623	08/23/2018	PALARDY & MILLER AUTOBODY	\$1,314.26
579624	08/23/2018	PARSEGHIAN, BERJ	\$70.00
579625	08/23/2018	PCMG, INC. DBA PCM GOV, INC.	\$844.25
579626	08/23/2018	RAMIREZ, MARIA	\$100.00
579627	08/23/2018	REDFLEX TRAFFIC SYSTEMS	\$20,000.00
579628	08/23/2018	RIOS, JOEL	\$50.00
579629	08/23/2018	ROMERO, ELIZABETH	\$114.00
579630	08/23/2018	S & A ENGINE, INC.	\$78.65
579631	08/23/2018	SOUTH BAY FORD, INC.	\$1,415.42
579632	08/23/2018	TIWARI, INDU, BHUSHAN	\$70.00
579633	08/23/2018	TURF TEAM INC.	\$4,800.00
579634	08/23/2018	UNIQUE GENERAL SERVICES	\$3,840.00
579635	08/23/2018	VASQUEZ & COMPANY LLP	\$6,500.00
579636	08/23/2018	VORTEX INDUSTRIES	\$710.00

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City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579637	08/23/2018	WAYNE ELECTRIC COMPANY	\$8,534.89
579638	08/23/2018	WEST COAST ARBORISTS, INC.	\$1,810.00
579639	08/23/2018	WEST-LITE SUPPLY CO., INC.	\$465.65
579640	08/23/2018	AFLAC	\$8,841.76
579641	08/23/2018	AIR SOURCE INDUSTRIES	\$495.43
579642	08/23/2018	ANDRADE, YADIRA	\$250.00
579643	08/23/2018	APPLE ONE EMPLOYMENT SERVICES	\$581.58
579644	08/23/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$2,493.75
579645	08/23/2018	AUTOZONE	\$881.42
579646	08/23/2018	BURRO CANYON SHOOTING PARK	\$110.00
579647	08/23/2018	CHARTER COMMUNICATIONS	\$285.59
579648	08/23/2018	CHARTER COMMUNICATIONS	\$7.43
579649	08/23/2018	CHARTER COMMUNICATIONS	\$21.09
579650	08/23/2018	CINTAS CORPORATION	\$139.58
579651	08/23/2018	CODE RED FIRE, INC.	\$32.93
579652	08/23/2018	DAILY JOURNAL CORPORATION	\$260.40
579653	08/23/2018	DEWEY PEST CONTROL	\$1,275.00
579654	08/23/2018	ELLSWORTH TRUCK & AUTO MACHINING	\$1,162.23
579655	08/23/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	\$3,517.84
579656	08/23/2018	FLAIR DATA SERVICES, INC.	\$4,167.00
579657	08/23/2018	FLEET PRIDE, INC.	\$3,743.06
579658*	08/23/2018	FULL TRAFFIC MAINTENANCE INC.	\$7,002.53
579659	08/23/2018	GENUINE PARTS COMPANY	\$394.76
579660	08/23/2018	H & H AUTO PARTS WHOLESALE	\$2,723.27
579661	08/23/2018	HARDY AUTO PARTS	\$505.44
579662	08/23/2018	HASA, INC.	\$2,035.86
579663	08/23/2018	HD INDUSTRIES	\$1,445.96
579664	08/23/2018	LOS ANGELES COUNTY SUPERIOR COURT	\$12,844.00
579665	08/23/2018	MISSION LINEN SUPPLY	\$396.62
579666	08/23/2018	MONTEBELLO LAND & WATER CO.	\$510.53
579667	08/23/2018	MUNITEMPS	\$8,760.00
579668	08/23/2018	PCMG, INC. DBA PCM GOV, INC.	\$105.12
579669	08/23/2018	PHILLIPS 66-CONOCO-76	\$4,892.99
579670	08/23/2018	PICO WATER DISTRICT	\$30.26
579671	08/23/2018	PRAXAIR	\$205.41
579672	08/23/2018	QUETEL CORPORATION	\$254.00
579673	08/23/2018	READY REFRESH BY NESTLE	\$188.30
579674	08/23/2018	ROYCHEM	\$432.05
579675	08/23/2018	SAWYER PETROLEUM	\$51,181.85
579676	08/23/2018	SHARPE, STEPHEN	\$203.83
579677	08/23/2018	SHRED-IT USA LLC.	\$736.05

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579678	08/23/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$406.79
579679	08/23/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$406.79
579680	08/23/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$131.79
579681	08/23/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$4,955.29
579682	08/23/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$131.79
579683	08/23/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$131.79
579684	08/23/2018	SOUTHERN CALIFORNIA EDISON	\$12,134.82
579685	08/23/2018	SOUTHERN CALIFORNIA GAS CO.	\$22,046.41
579686	08/23/2018	TANK SPECIALIST OF CALIFORNIA	\$189.75
579687	08/23/2018	TPX COMMUNICATIONS	\$617.21
579688	08/23/2018	TRANS UNION,LLC	\$32.40
579689	08/23/2018	VERIZON WIRELESS	\$977.02
579690	08/23/2018	VERIZON WIRELESS	\$200.05
579691	08/23/2018	VERIZON WIRELESS	\$3,384.11
579692	08/23/2018	VORTEX INDUSTRIES	\$1,792.04
579693*	08/23/2018	VPLS SOLUTIONS, LLC.	\$1,916.79
579694	08/23/2018	WATER REPLENISHMENT DISTRICT	\$4,569.66
579695	08/23/2018	WECK LABORATORIES, INC.	\$460.50
579696	08/23/2018	WEST PACIFIC MEDICAL LABORATORY	\$102.00
579697	08/27/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,902.12
579698	08/27/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$18,687.73
579699	08/27/2018	CURTIS, L.N. & SONS	\$20,585.97
579700	08/27/2018	DAILY JOURNAL CORPORATION	\$130.20
579701	08/27/2018	HI-WAY SAFETY, INC.	\$337.26
579702	08/27/2018	JCM AND ASSOCIATES, INC.	\$1,552.38
579703	08/27/2018	KEYSTONE UNIFORMS	\$15.41
579704	08/27/2018	MONTEBELLO TIRE PROS	\$16,217.86
579705	08/27/2018	SAWYER PETROLEUM	\$1,644.03
579706	08/27/2018	SITEONE LANDSCAPE SUPPLY, LLC.	\$2,022.64
579707	08/29/2018	ACC BUSINESS	\$638.47
579708	08/29/2018	ALTEC CAPITAL SERVICES, LLC	\$2,311.79
579709	08/29/2018	APPLE ONE EMPLOYMENT SERVICES	\$753.90
579710	08/29/2018	AT&T	\$2,152.61
579711	08/29/2018	AT&T	\$183.89
579712	08/29/2018	BENNY'S OIL FILTER RECYCLING	\$260.00
579713	08/29/2018	BIRCH COMMUNICATIONS	\$947.08
579714	08/29/2018	BIRCH COMMUNICATIONS	\$645.66
579715	08/29/2018	BIRCH COMMUNICATIONS	\$640.29
579716	08/29/2018	BIRCH COMMUNICATIONS	\$640.29
579717	08/29/2018	BIRCH COMMUNICATIONS	\$427.41
579718	08/29/2018	CALIFORNIA WATER SERVICE COMPANY	\$163.68

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579719	08/29/2018	CHARTER COMMUNICATIONS	\$69.95
579720	08/29/2018	CHARTER COMMUNICATIONS	\$21.09
579721	08/29/2018	CHARTER COMMUNICATIONS	\$1,238.25
579722	08/29/2018	CIGNA BEHAVIORAL HEALTH	\$816.72
579723	08/29/2018	DAILY JOURNAL CORPORATION	\$3,420.60
579724	08/29/2018	EMERGENCY RESPONSE CRIME SCENE CLEANING	\$650.00
579725	08/29/2018	FEDERAL EXPRESS CORPORATION	\$148.25
579726	08/29/2018	INOUE, JULIE	\$690.00
579727	08/29/2018	PACIFIC OIL COMPANY	\$285.00
579728	08/29/2018	RICOH AMERICAS CORP.	\$2,875.99
579729	08/29/2018	RICOH AMERICAS CORP.	\$2,876.04
579730	08/29/2018	RICOH AMERICAS CORP.	\$578.70
579731	08/29/2018	RICOH AMERICAS CORP.	\$10,671.98
579732	08/29/2018	RIO HONDO COMMUNITY COLLEGE	\$400.00
579733	08/29/2018	ROCKFON	\$360.00
579734	08/29/2018	SOUTHERN CALIFORNIA EDISON	\$7,229.02
579735	08/29/2018	SOUTHERN CALIFORNIA GAS CO.	\$3,141.57
579736	08/29/2018	TPX COMMUNICATIONS	\$2,725.28
579737	08/29/2018	TRANSTECH ENGINEERS, INC.	\$9,237.00
579738	08/29/2018	WELLS, CHARLES	\$311.19
579739	08/29/2018	ZOLL MEDICAL CORPORATION GPO	\$10,084.00
579740	08/29/2018	ADCO SERVICES, INC.	\$1,180.00
579741	08/29/2018	ADVANCED APPLIED ENGINEERING, INC.	\$7,951.35
579742	08/29/2018	ARELLANO ASSOCIATES	\$6.82
579743	08/29/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$32,162.55
579744	08/29/2018	AVAIL TECHNOLOGIES, INC.	\$268.10
579745	08/29/2018	AVANT GARDE	\$9,159.50
579746	08/29/2018	CALIFORNIA DEPARTMENT OF JUSTICE	\$800.00
579747	08/29/2018	COOPERATIVE PERSONNEL SERVICES	\$4,487.50
579748	08/29/2018	CORA CONSTRUCTORS INC.	\$325,517.50
579749	08/29/2018	FLEET PRIDE, INC.	\$321.54
579750	08/29/2018	GLENDALE, CITY OF	\$213,140.50
579751	08/29/2018	HASA, INC.	\$4,756.87
579752	08/29/2018	HDL COREN & CONE	\$3,962.50
579753	08/29/2018	INTERSTATE BATTERY SYSTEMS	\$4,059.85
579754	08/29/2018	IRRI-CARE PLUMBING AND BACKFLOW TESTING	\$3,821.34
579755	08/29/2018	MARTINEZ, ROSALINDA	\$250.00
579756	08/29/2018	MR. ROOTER PLUMBING	\$16,780.99
579757	08/29/2018	MUNCIE TRANSIT SUPPLY	\$36.70
579758	08/29/2018	NATIONAL CONSTRUCTION RENTALS	\$138.20
579759	08/29/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$24,364.60

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City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579760	08/29/2018	OFFICE DEPOT	\$860.49
579761	08/29/2018	PANYAKORN, EVE	\$80.00
579762	08/29/2018	PAYAN, LINDA	\$499.68
579763	08/29/2018	PCMG, INC. DBA PCM GOV, INC.	\$473.04
579764	08/29/2018	REILLY WORKPLACE INVESTIGATIONS	\$16,475.56
579765	08/29/2018	REYES, ELIZABETH	\$250.00
579766	08/29/2018	RIO HONDO COMMUNITY COLLEGE	\$5,819.25
579767	08/29/2018	SALAZAR, BRENDA	\$250.00
579768	08/29/2018	SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP	\$7,875.00
579769	08/29/2018	SIMONIAN, GEORGE S.	\$1,650.67
579770	08/29/2018	SUN BADGE COMPANY	\$288.04
579771	08/29/2018	SWEINHART ELECTRIC CO., INC.	\$297.00
579772	08/29/2018	THE BUS	\$4,742.50
579773	08/29/2018	TUFANO, ROBERT C.	\$475.43
579774	08/29/2018	TYLER TECHNOLOGIES, INC.	\$1,697.85
579775	08/29/2018	WEST COAST ARBORISTS, INC.	\$1,810.00
579776	08/29/2018	WRITERANNE COMMUNICATIONS	\$560.00
579777	08/30/2018	AAHS SIGNS	\$55.00
579778	08/30/2018	APPLE ONE EMPLOYMENT SERVICES	\$4,602.20
579779	08/30/2018	AT&T	\$7,129.60
579780	08/30/2018	AT&T	\$1,494.75
579781	08/30/2018	BEST LAWNMOWER, INC.	\$1,467.61
579782	08/30/2018	CALIFORNIA TRANSIT ASSOCIATION	\$5,775.00
579783	08/30/2018	CUMMINS PACIFIC, LLC	\$4,200.69
579784	08/30/2018	DELTA DENTAL OF CALIFORNIA	\$47,301.29
579785	08/30/2018	GENUINE PARTS COMPANY	\$1,099.10
579786	08/30/2018	GILLIG LLC	\$1,570.43
579787	08/30/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$240.00
579788	08/30/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$2,792.00
579789	08/30/2018	MUNCIE TRANSIT SUPPLY	\$3,246.65
579790	08/30/2018	READY REFRESH BY NESTLE	\$403.98
579791	08/30/2018	SAN GABRIEL VALLEY WATER CO.	\$167,757.56
579792	08/30/2018	SAWYER PETROLEUM	\$10,647.29
579793	08/30/2018	VALLEY POWER SYSTEMS, INC.	\$650.00
579794	08/30/2018	VERIZON WIRELESS	\$456.27
579795	08/30/2018	VERIZON WIRELESS	\$2,370.77
579796	08/30/2018	WESTRUX INTERNATIONAL INC.	\$8,276.71
579797	08/30/2018	ADVANCED APPLIED ENGINEERING, INC.	\$197,728.25
579798	08/30/2018	AIRWAVE COMMUNICATIONS ENTERPRISES	\$195.00
579799	08/30/2018	AVANT GARDE	\$6,983.75
579800	08/30/2018	AZTECA LANDSCAPE	\$1,476.48

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579801	08/30/2018	BACH, ROBERT	\$2,465.00
579802	08/30/2018	BEC TECHNOLOGIES, INC.	\$2,074.11
579803	08/30/2018	CAMACHO, TOM	\$21,256.48
579804	08/30/2018	COGRAN SYSTEMS LLC	\$500.00
579805	08/30/2018	DAY WIRELESS SYSTEMS	\$102.56
579806	08/30/2018	HASA , INC.	\$648.46
579807	08/30/2018	JCL TRAFFIC SERVICES	\$160.67
579808*	08/30/2018	KALICO OFFICE FURNITURE, LLC.	\$1,231.16
579809*	08/30/2018	L.A. PARTY RENTS, INC.	\$708.24
579810	08/30/2018	LAW OFFICES OF JONES & MAYER	\$2,240.00
579811	08/30/2018	LOS ALAMITOS AUTO PARTS	\$266.52
579812	08/30/2018	MAKAI SOLUTIONS	\$242.00
579813	08/30/2018	MOBILITY ADVANCEMENT GROUP	\$6,859.13
579814	08/30/2018	MR. ROOTER PLUMBING	\$9,065.27
579815	08/30/2018	NATIONAL CONSTRUCTION RENTALS	\$438.00
579816	08/30/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$55,446.34
579817	08/30/2018	OFFICE DEPOT	\$180.93
579818	08/30/2018	THE BUS	\$775.00
579819	08/30/2018	UNITED SITE SERVICES, INC.	\$483.25
579820	09/05/2018	ACC BUSINESS	\$638.47
579821	09/05/2018	AT&T	\$554.42
579822	09/05/2018	AT&T	\$286.15
579823	09/05/2018	AT&T	\$54.48
579824	09/05/2018	CALIFORNIA WATER SERVICE COMPANY	\$1,905.21
579825	09/05/2018	CHARTER COMMUNICATIONS	\$29.05
579826	09/05/2018	CHARTER COMMUNICATIONS	\$46.04
579827	09/05/2018	CHARTER COMMUNICATIONS	\$1,266.74
579828	09/05/2018	CHARTER COMMUNICATIONS	\$290.06
579829	09/05/2018	CHARTER COMMUNICATIONS	\$7.43
579830	09/05/2018	CINTAS CORPORATION	\$697.90
579831	09/05/2018	FEDERAL EXPRESS CORPORATION	\$48.00
579832	09/05/2018	JOSETT, ROBERT	\$115.56
579833	09/05/2018	MONTEBELLO FIRE DEPARTMENT	\$900.02
579834	09/05/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$1,471.32
579835	09/05/2018	PHILLIPS 66-CONOCO-76	\$4,981.10
579836	09/05/2018	PRUDENTIAL OVERALL SUPPLY	\$230.34
579837	09/05/2018	SAWYER PETROLEUM	\$36,080.74
579838	09/05/2018	SOUTHERN CALIFORNIA EDISON	\$129,824.49
579839	09/05/2018	T-MOBILE USA, INC.	\$2,284.57
579840	09/05/2018	UNITED PARCEL SERVICE	\$22.07
579841	09/05/2018	ADVANCED APPLIED ENGINEERING, INC.	\$7,590.00

City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579842	09/05/2018	ALL AMERICAN TROPHY & ENGRAVING COMPANY	\$16.43
579843	09/05/2018	AP CONSTRUCTION, INC.,	\$124,561.55
579844	09/05/2018	AZTECA LANDSCAPE	\$2,702.96
579845	09/05/2018	BUSWEST, LLC	\$2,329.46
579846	09/05/2018	CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION	\$120.00
579847	09/05/2018	CLEAN SWEEP SUPPLY CO. INC	\$2,858.35
579848	09/05/2018	CODE RED FIRE, INC.	\$63.03
579849	09/05/2018	COMPANY NURSE	\$800.00
579850	09/05/2018	EDISON LITIGATION TECH ADVISORY SERVICES, LLC	\$840.00
579851	09/05/2018	ENTENMANN-ROVIN CO.	\$7,202.80
579852	09/05/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	\$5,579.85
579853	09/05/2018	FLEET PRIDE, INC.	\$221.69
579854	09/05/2018	FOOTHILL COMMUNICATIONS, LLC	\$47.09
579855	09/05/2018	GENUINE PARTS COMPANY	\$475.70
579856	09/05/2018	GIL, JESUS	\$1,050.00
579857	09/05/2018	GLOBAL SURVEILLANCE SYSTEMS, INC.	\$4,349.40
579858	09/05/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	\$116.62
579859	09/05/2018	H & H AUTO PARTS WHOLESALE	\$1,949.98
579860	09/05/2018	HD INDUSTRIES	\$4,421.73
579861	09/05/2018	IRON MOUNTAIN INC.	\$984.68
579862*	09/05/2018	J & E ASPHALT MAINTENANCE, INC.	\$4,800.00
579863	09/05/2018	LIFE-ASSIST, INC.	\$6,445.36
579864	09/05/2018	LOS ALAMITOS AUTO PARTS	\$1,921.47
579865	09/05/2018	LOS ANGELES FREIGHTLINER, INC.	\$28.68
579866	09/05/2018	LOZA-GOMEZ, ANGELICA	\$2,400.00
579867	09/05/2018	MARTINEZ CONSULTING SERVICE LLC	\$4,800.00
579868	09/05/2018	MICHELIN NORTH AMERICA, INC.	\$19,981.34
579869	09/05/2018	MICROMED DIAMOND SEAL SYSTEMS LLC.	\$1,817.03
579870	09/05/2018	MISSION LINEN SUPPLY	\$330.52
579871	09/05/2018	MONTEBELLO CARE CENTER, LLC	\$122.25
579872	09/05/2018	MR. ROOTER PLUMBING	\$8,079.25
579873	09/05/2018	MUNCIE TRANSIT SUPPLY	\$383.25
579874	09/05/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$56,331.34
579875	09/05/2018	NEW FLYER PARTS	\$2,521.65
579876	09/05/2018	OFFICE DEPOT	\$415.80
579877	09/05/2018	PALARDY & MILLER AUTOBODY	\$268.41
579878	09/05/2018	PAR WEST TURF SERVICES, INC,	\$443.48
579879	09/05/2018	S & A ENGINE, INC.	\$492.00
579880	09/05/2018	SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION	\$55.00
579881	09/05/2018	SIEMENS INDUSTRY INC.	\$21,710.34
579882	09/05/2018	TANK SPECIALIST OF CALIFORNIA	\$189.75

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City of Montebello

Payment Register

From Payment Date: 8/2/2018 - To Payment Date: 9/5/2018

Number	Date	Payee Name	Transaction Amount
579883	09/05/2018	TRACKIT LLC	\$3,000.00
579884	09/05/2018	TURF STAR, INC.	\$1,439.29
579885	09/05/2018	UNIQUE GENERAL SERVICES	\$5,460.00
579886	09/05/2018	WAYNE ELECTRIC COMPANY	\$6,248.34
579887	09/05/2018	WINZER CORPORATION	\$713.50
Type Check Totals:			\$4,220,076.86
4331 - General Account Totals			

6093 - Successor Agency

Check

1403	08/15/2018	ALVAREZ-GLASMAN & COLVIN	\$8,689.60
1404	08/21/2018	SEVACHERIAN, ARA	\$84,444.63
1405	09/05/2018	BANK OF NEW YORK MELLON	\$3,000.00
Type Check Totals:			\$96,134.23

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.

ITEM # 34



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
579393	08/02/2018	\$70.00	REFUND	2042	ANAHIT HARUTYUNYAN
579394	08/02/2018	\$286.15	UTILITY SERVICES	39550	AT&T
579395	08/02/2018	\$2,380.00	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
579396	08/02/2018	\$18,474.94	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
579397	08/02/2018	\$499.68	FRINGE BENEFITS	42490	LINDA PAYAN
579398	08/02/2018	\$1,515.03	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
579399	08/02/2018	\$1,650.67	FRINGE BENEFITS	9340	GEORGE S. SIMONIAN
579400	08/02/2018	\$475.43	FRINGE BENEFITS	27300	ROBERT C. TUFANO
579401	08/07/2018	\$638.47	UTILITY SERVICES	1732	AT&T CORP.
579402	08/07/2018	\$449.00	SUPPLIES	2125	THE LIFEGUARD STORE, INC.
579403*	08/07/2018	\$57.47	SUPPLIES	2088	AMERICAN WATER WORKS, INC.
579404	08/07/2018	\$2,283.24	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579405	08/07/2018	\$499.32	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
579406	08/07/2018	\$669.74	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579407	08/07/2018	\$1,540.00	FRINGE BENEFITS	37550	STATE OF CALIFORNIA
579408	08/07/2018	\$29.05	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579409	08/07/2018	\$46.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579410	08/07/2018	\$371.26	SUPPLIES	1294	CINTAS CORPORATION NO. 2
579411	08/07/2018	\$985.00	CONTRACT SERVICES	1729	AIRLINE MEDIA PRODUCTIONS, INC./CRITERION PICTURES
579412	08/07/2018	\$2,486.40	SUPPLIES	49400	U.S. MOBILE WIRELESS
579413	08/07/2018	\$61.01	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION

579414	08/07/2018	\$604.44	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
579415	08/07/2018	\$482.50	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
579416	08/07/2018	\$4,059.85	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT. INC.
579417	08/07/2018	\$5,247.00	DUES & SUBSCRIPTIONS	15070	LEXIPOL, LLC
579418	08/07/2018	\$1,050.34	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
579419	08/07/2018	\$1,173.68	SUPPLIES	3280	MONTEBELLO CITY TRANSIT
579420*	08/07/2018	\$7,516.95	SUPPLIES	2142	NEW ASIA FSE, INC.
579421	08/07/2018	\$661.25	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
579422	08/07/2018	\$7,112.18	CONTRACT SERVICES	1950	ANDREW PASMANT
579423	08/07/2018	\$1,805.90	ADVERTISING/PRINTING SERVICES	22	POSITIVE PROMOTIONS
579424	08/07/2018	\$87,648.58	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579425	08/09/2018	\$693.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
579426	08/09/2018	\$17,402.23	TRAVEL & MEETINGS - SUPPLIES	13240	BANKCARD CENTER
579427	08/09/2018	\$9,338.77	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579428	08/09/2018	\$145.30	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
579429	08/09/2018	\$2,304.41	MATERIALS AND SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
579430	08/09/2018	\$145.52	TRAVEL & MEETINGS	2008	JOHN KESTERSON
579431	08/09/2018	\$1,534.83	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
579432	08/09/2018	\$1,082.08	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
579433	08/09/2018	\$1,203.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
579434	08/09/2018	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
579435	08/09/2018	\$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
579436	08/09/2018	\$147,108.40	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
579437	08/09/2018	\$8,764.01	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
579438	08/09/2018	\$94,529.10	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579439	08/09/2018	\$612.72	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
579440	08/09/2018	\$1,195.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES

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579441	08/09/2018	\$5,735.41	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
579442	08/09/2018	\$56.03	UTILITY SERVICES	23610	VERIZON WIRELESS
579443	08/09/2018	\$53.91	UTILITY SERVICES	23610	VERIZON WIRELESS
579444	08/09/2018	\$111.82	UTILITY SERVICES	23610	VERIZON WIRELESS
579445	08/09/2018	\$456.27	UTILITY SERVICES	23610	VERIZON WIRELESS
579446	08/09/2018	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
579447	08/09/2018	\$125.38	UTILITY SERVICES	23610	VERIZON WIRELESS
579448	08/15/2018	\$100.00	GENERAL	1897	HECTOR ALVAREZ
579449	08/15/2018	\$70.00	REFUND	1908	YUHENG CAI
579450	08/15/2018	\$140.00	REFUND	1313	DANIEL CAMACHO
579451	08/15/2018	\$301.13	SUPPLIES	16960	ANGELA MATA/FILTER SOLUTIONS
579452	08/15/2018	\$45.00	REFUND	1587	GEORGE GARCIA
579453	08/15/2018	\$40.00	CARPPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
579454	08/15/2018	\$70.00	REFUND	1314	DAVID SALVADOR MANUEL
579455	08/15/2018	\$56.00	REFUND	1956	FERNANDO OLGUIN CASTANON
579456	08/15/2018	\$55.00	REFUND	1322	SALVADOR RODRIGUEZ
579457	08/15/2018	\$40.00	SUPPLIES	8270	WTS MOTORSPORTS, INC
579458	08/15/2018	\$4,076.50	UTILITY SERVICES	39550	AT&T
579459	08/15/2018	\$78.83	UTILITY SERVICES	39550	AT&T
579460	08/15/2018	\$17,920.20	VEHICLE MAINTENANCE/EXPENSES	968	BUSWEST, LLC
579461	08/15/2018	\$189.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579462	08/15/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579463	08/15/2018	\$1,243.20	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
579464	08/15/2018	\$21.40	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
579465	08/15/2018	\$3,650.00	CONTRACT SERVICES	1902	MATRIX CONSULTING GROUP, LTD.
579466	08/15/2018	\$2,441.01	REIMBURSEMENTS	790	CITY OF MONTEBELLO PETTY CASH
579467	08/15/2018	\$17,690.86	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS

579468	08/15/2018	\$3,953.19	ADVERTISING/PRINTING SERVICES	75280	PGI, INC
579469	08/15/2018	\$63,889.05	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579470	08/15/2018	\$14,334.39	OTHER GROUP INSURANCE PAYABLE	25850	STANDARD INSURANCE COMPANY
579471	08/15/2018	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
579472	08/15/2018	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
579473	08/15/2018	\$30.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ
579474	08/15/2018	\$6,585.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
579475	08/15/2018	\$3,464.30	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
579476	08/15/2018	\$80.00	REFUND	2147	WENDY AGUILERA
579477	08/15/2018	\$40,252.77	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
579478	08/15/2018	\$1,315.00	SUPPLIES	53370	EUROFINS ANA LABORATORIES, INC.
579479	08/15/2018	\$800.00	CONTRACT SERVICES	1429	JEFF ANAYA
579480	08/15/2018	\$40.00	CARPOOL INCENTIVE	567	ARTHUR P ANCHONDO
579481	08/15/2018	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
579482	08/15/2018	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
579483	08/15/2018	\$40.00	CARPOOL INCENTIVE	2139	DANIEL ANTUNEZ
579484	08/15/2018	\$40.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
579485	08/15/2018	\$509.34	SUPPLIES	1830	AQUA-FLO SUPPLY
579486	08/15/2018	\$275.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
579487	08/15/2018	\$130.29	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
579488	08/15/2018	\$80.00	CARPOOL INCENTIVE	291	ROSA AVALOS
579489*	08/15/2018	\$999.00	MACHINERY & EQUIPMENTS	2135	B&H FOTO & ELECTRONICS CORP.
579490	08/15/2018	\$29,867.00	VEHICLE MAINTENANCE/EXPENSES	968	BUSWEST, LLC
579491	08/15/2018	\$500.00	TRAINING	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
579492	08/15/2018	\$302.40	CONTRACT SERVICES	40850	MARIA E. CASAS
579493	08/15/2018	\$475.00	GENERAL GOVERNMENT	2151	ANTONIO CASTILLO
579494	08/15/2018	\$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO

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579495	08/15/2018	\$325.00	CONTRACT SERVICES	1752	AMY CERVANTES
579496	08/15/2018	\$7,847.69	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
579497	08/15/2018	\$1,056.77	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
579498	08/15/2018	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
579499	08/15/2018	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
579500	08/15/2018	\$240.00	INCURRED CLAIMS	1643	COMPANY NURSE
579501	08/15/2018	\$117,067.50	IMPROVEMENTS OTHER THAN BUILDING	2109	CORA CONSTRUCTORS INC.
579502	08/15/2018	\$1,000.00	SUPPLIES	35660	COSTCO
579503	08/15/2018	\$1,722.02	REFUND	66500	WILLIAM C. DE LA PENNA, M.D.
579504	08/15/2018	\$40.00	CARPPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
579505	08/15/2018	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
579506	08/15/2018	\$840.00	CONTRACT SERVICES	2075	HAROLD J. EDISON/EDISON LITIGATION TECHNOLOGY
579507	08/15/2018	\$250.00	GENERAL GOVERNMENT	2160	VINCE FASCIO
579508	08/15/2018	\$57.73	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
579509	08/15/2018	\$1,133.94	SUPPLIES	38020	FLEET PRIDE, INC.
579510	08/15/2018	\$173.46	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
579511	08/15/2018	\$195.00	DUES & SUBSCRIPTIONS	11420	GOLF COURSE SUPERINTENDENTS ASSOCIATION
579512	08/15/2018	\$80.00	CARPPOOL INCENTIVE	8260	BEATRICE GOMEZ
579513	08/15/2018	\$3,150.00	MACHINERY & EQUIPMENTS	37480	GOSERCO, INC.
579514	08/15/2018	\$229.39	SUPPLIES	9470	GRAINGER, INC.
579515	08/15/2018	\$40.00	CARPPOOL INCENTIVE	38440	ANDREW GUZMAN
579516	08/15/2018	\$343.61	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
579517	08/15/2018	\$745.00	CONTRACT SERVICES	46870	HDL COREN & CONE
579518	08/15/2018	\$40.00	CARPPOOL INCENTIVE	568	JUAN M HERNANDEZ
579519	08/15/2018	\$40.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
579520	08/15/2018	\$40.00	CARPPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
579521	08/15/2018	\$70.00	RECREATION CLASSES	2155	TIFFANY KOBALISSI

579522	08/15/2018	\$562.00	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
579523	08/15/2018	\$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
579524	08/15/2018	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
579525	08/15/2018	\$40.00	RECREATION CLASSES	2149	REYNA LOPEZ
579526	08/15/2018	\$40.00	REFUND	2148	MICHELLE LOUSSARARIAN
579527	08/15/2018	\$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
579528	08/15/2018	\$250.00	TRAINING	13340	JULIO MARTINEZ
579529	08/15/2018	\$4,000.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
579530	08/15/2018	\$80.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
579531	08/15/2018	\$217.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
579532	08/15/2018	\$294.23	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
579533	08/15/2018	\$66,366.47	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579534	08/15/2018	\$225.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
579535	08/15/2018	\$1,122.00	CONTRACT SERVICES	1171	NETWORK DEPOSITION SERVICES, INC.
579536	08/15/2018	\$662,722.63	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC.
579537	08/15/2018	\$6,827.54	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
579538	08/15/2018	\$3,433.28	SUPPLIES	15620	OFFICE DEPOT
579539	08/15/2018	\$200.00	REIMBURSEMENT	1686	ERIC ORTIZ
579540	08/15/2018	\$80.00	CARPOOL INCENTIVE	1596	JESSICA ORTIZ
579541	08/15/2018	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
579542	08/15/2018	\$848.18	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
579543	08/15/2018	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
579544	08/15/2018	\$120.00	CARPOOL INCENTIVE	1668	MEL PASTION
579545	08/15/2018	\$6,313.90	PREPAID EXPENSES	538	PCMG, INC.
579546	08/15/2018	\$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
579547	08/15/2018	\$40.00	REFUND	2153	IRENA PETROSIAN
579548	08/15/2018	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO

579549	08/15/2018	\$1,600.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
579550	08/15/2018	\$30.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
579551	08/15/2018	\$432.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
579552	08/15/2018	\$55.20	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
579553	08/15/2018	\$125.00	CARPOOL INCENTIVE	57000	ALBERT RIVERS
579554	08/15/2018	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
579555	08/15/2018	\$250.00	TRAINING	45050	OMAR RODRIGUEZ
579556	08/15/2018	\$50.00	REFUND	2150	JENNIFER ROMERO
579557	08/15/2018	\$29.00	REFUND	2157	MARTHA ROMERO
579558	08/15/2018	\$2,483.09	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
579559	08/15/2018	\$12,939.71	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
579560	08/15/2018	\$5,565.08	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
579561	08/15/2018	\$7,092.24	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
579562	08/15/2018	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
579563	08/15/2018	\$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
579564	08/15/2018	\$4,536.67	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.
579565	08/15/2018	\$1,037.56	TRAINING	35750	STEPHEN SHARPE
579566	08/15/2018	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
579567	08/15/2018	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
579568	08/15/2018	\$1,093.60	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
579569	08/15/2018	\$200.00	DUES & SUBSCRIPTIONS	29600	SOUTHERN CALIFORNIA PUBLIC LABOR RELATIONS
579570	08/15/2018	\$2,400.00	CONTRACT SERVICES	72100	LEO ARNOLD
579571	08/15/2018	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
579572	08/15/2018	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
579573	08/15/2018	\$1,250.00	CONTRACT SERVICES	2131	MIGUEL TORRES
579574	08/15/2018	\$227.85	SUPPLIES	45120	ULINE
579575	08/15/2018	\$226.15	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA

579576	08/15/2018	\$8,172.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
579577	08/15/2018	\$2,490.00	TRAINING	11430	UNIVERSITY OF THE PACIFIC
579578	08/15/2018	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
579579	08/15/2018	\$40.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
579580	08/15/2018	\$889.30	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
579581	08/15/2018	\$9,850.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
579582	08/15/2018	\$1,365.68	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
579583	08/15/2018	\$675.00	CONTRACT SERVICES	1829	WESLEY A. WHITEHEAD
579584	08/15/2018	\$1,077.48	SUPPLIES	67320	WINZER CORPORATION
579585	08/15/2018	\$1,020.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO
579586	08/15/2018	\$25,778.41	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
579587	08/15/2018	\$200.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
579588	08/15/2018	\$150.00	TRAINING	1336	JASON AMES
579589	08/15/2018	\$9,000.00	MAIL/ POSTAL EXPENSE	68120	USPS-HASLER
579590	08/23/2018	\$6,185.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
579591	08/23/2018	\$9,882.50	CONTRACT SERVICES	17680	ALVARADOSMITH
579592	08/23/2018	\$50.00	REFUND	2175	GABRIELA AGUILAR
579593	08/23/2018	\$236,254.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
579594*	08/23/2018	\$4,980.00	MACHINERY & EQUIPMENTS	2135	B&H FOTO & ELECTRONICS CORP.
579595	08/23/2018	\$288.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
579596	08/23/2018	\$954.83	SUPPLIES	37190	CALIFORNIA PRISON INDUSTRY AUTHORITY
579597	08/23/2018	\$1,100.17	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
579598	08/23/2018	\$2,592.53	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
579599	08/23/2018	\$1,500.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
579600	08/23/2018	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
579601	08/23/2018	\$8,712.21	CONTRACT SERVICES	1826	DILTEX, INC.
579602	08/23/2018	\$2,289.37	SUPPLIES	40930	EASTMONT PAINT & DECORATING

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579603	08/23/2018	\$114.52	SUPPLIES	7610	EWING IRRIGATION PRODUCTS,INC.
579604	08/23/2018	\$50,000.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
579605	08/23/2018	\$140.00	REFUND	2165	YARELI TIZANDO-GOMEZ
579606	08/23/2018	\$56.00	REFUND	2166	VICTOR CATILLO GONZALEZ
579607	08/23/2018	\$8.00	REFUND	2164	SANTRATH GOWING
579608	08/23/2018	\$50.00	REFUND	2172	ARTURO GUZMAN
579609	08/23/2018	\$1,169.47	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
579610	08/23/2018	\$484.99	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
579611	08/23/2018	\$5,969.86	PERMITS AND FEES	40400	COPLOGIC INC.
579612	08/23/2018	\$70.00	REFUND	2168	JESUS LOPEZ JR.
579613	08/23/2018	\$277.55	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
579614	08/23/2018	\$789.31	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS, LLC
579615	08/23/2018	\$50.00	REFUND	2170	JAVIER MENDEZ
579616	08/23/2018	\$4,817.50	CONTRACT SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
579617	08/23/2018	\$15,683.76	PREPAID EXPENSES	23460	MOTOROLA SOLUTIONS, INC.
579618	08/23/2018	\$35,507.87	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579619	08/23/2018	\$160.00	REFUND	2171	ROBERTO NAVARRO
579620	08/23/2018	\$835.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
579621	08/23/2018	\$17,452.47	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
579622	08/23/2018	\$2,368.06	SUPPLIES	15620	OFFICE DEPOT
579623	08/23/2018	\$1,314.26	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
579624	08/23/2018	\$70.00	REFUND	2169	BERJ PARASEGHIAN
579625	08/23/2018	\$844.25	MACHINERY & EQUIPMENTS	538	PCMG, INC.
579626	08/23/2018	\$100.00	REFUND	2173	MARIA RAMIREZ
579627	08/23/2018	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
579628	08/23/2018	\$50.00	REFUND	2174	JOEL RIOS
579629	08/23/2018	\$114.00	REFUND	2161	ELIZABETH ROMERO

579630	08/23/2018	\$78.65	CONTRACT SERVICES	52940	S & A ENGINE, INC.
579631	08/23/2018	\$1,415.42	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
579632	08/23/2018	\$70.00	REFUND	2167	INDU BHUSHAN TIWARI
579633	08/23/2018	\$4,800.00	CONTRACT SERVICES	1166	TURF TEAM INC.
579634	08/23/2018	\$3,840.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
579635	08/23/2018	\$6,500.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
579636	08/23/2018	\$710.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
579637	08/23/2018	\$8,534.89	SUPPLIES	25860	WAYNE HARMEIER INC.
579638	08/23/2018	\$1,810.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
579639	08/23/2018	\$465.65	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
579640	08/23/2018	\$8,841.76	AFLAC OTHER	55860	AFLAC
579641	08/23/2018	\$495.43	SUPPLIES	67210	AIR SOURCE INDUSTRIES
579642	08/23/2018	\$250.00	REFUND	2038	YADIRA ANDRADE
579643	08/23/2018	\$581.58	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579644	08/23/2018	\$2,493.75	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
579645	08/23/2018	\$881.42	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
579646	08/23/2018	\$110.00	TRAINING	21620	BURRO CANYON ENTERPRISES, INC.
579647	08/23/2018	\$285.59	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579648	08/23/2018	\$7.43	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579649	08/23/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579650	08/23/2018	\$139.58	CONTRACT SERVICES	36870	CINTAS CORPORATION
579651	08/23/2018	\$32.93	PREVENTIVE MAINTENANCE	438	CODE RED FIRE, INC.
579652	08/23/2018	\$260.40	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
579653	08/23/2018	\$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
579654	08/23/2018	\$1,162.23	VEHICLE MAINTENANCE/EXPENSES	1592	ELLSWORTH TRUCK & AUTO MACHINING
579655	08/23/2018	\$3,517.84	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
579656	08/23/2018	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.

579657	08/23/2018	\$3,743.06	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
579658*	08/23/2018	\$7,002.53	SUPPLIES	2095	FULL TRAFFIC MAINTENANCE INC.
579659	08/23/2018	\$394.76	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
579660	08/23/2018	\$2,723.27	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
579661	08/23/2018	\$505.44	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS, INC.
579662	08/23/2018	\$2,035.86	SUPPLIES	2059	HASA, INC.
579663	08/23/2018	\$1,445.96	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
579664	08/23/2018	\$12,844.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
579665	08/23/2018	\$396.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
579666	08/23/2018	\$510.53	CONTRACT SERVICES	4760	MONTEBELLO LAND & WATER CO.
579667	08/23/2018	\$8,760.00	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
579668	08/23/2018	\$105.12	MACHINERY & EQUIPMENTS	538	PCMG, INC.
579669	08/23/2018	\$4,892.99	FUEL	19700	SYNCHRONY BANK/PHILIPS-CONOCO-76
579670	08/23/2018	\$30.26	UTILITY SERVICES	100	PICO WATER DISTRICT
579671	08/23/2018	\$205.41	MACHINERY & EQUIPMENTS	53520	PRAXAIR
579672	08/23/2018	\$254.00	SUPPLIES	18730	QUETEL CORPORATION
579673	08/23/2018	\$188.30	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
579674	08/23/2018	\$432.05	SUPPLIES	2070	ROY CHIEN/ROYCHEM
579675	08/23/2018	\$51,181.85	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579676	08/23/2018	\$203.83	TRAINING	35750	STEPHEN SHARPE
579677	08/23/2018	\$736.05	CONTRACT SERVICES	36350	SHRED-IT USA
579678	08/23/2018	\$406.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
579679	08/23/2018	\$406.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
579680	08/23/2018	\$131.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
579681	08/23/2018	\$4,955.29	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
579682	08/23/2018	\$131.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
579683	08/23/2018	\$131.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

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579684	08/23/2018	\$12,134.82	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579685	08/23/2018	\$22,046.41	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
579686	08/23/2018	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
579687	08/23/2018	\$617.21	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
579688	08/23/2018	\$32.40	CONTRACT SERVICES	10300	TRANSUNION CORP.
579689	08/23/2018	\$977.02	UTILITY SERVICES	23610	VERIZON WIRELESS
579690	08/23/2018	\$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
579691	08/23/2018	\$3,384.11	UTILITY SERVICES	23610	VERIZON WIRELESS
579692	08/23/2018	\$1,792.04	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
579693*	08/23/2018	\$1,916.79	CONTRACT SERVICES	2074	VPLS SOLUTIONS, LLC.
579694	08/23/2018	\$4,569.66	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
579695	08/23/2018	\$460.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
579696	08/23/2018	\$102.00	CONTRACT SERVICES	73370	WEST PACIFIC MEDICAL LABORATORY
579697	08/27/2018	\$1,902.12	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579698	08/27/2018	\$18,687.73	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
579699	08/27/2018	\$20,585.97	SUPPLIES	26080	L. N. CURTIS & SONS
579700	08/27/2018	\$130.20	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
579701	08/27/2018	\$337.26	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC.
579702	08/27/2018	\$1,552.38	SUPPLIES	1169	JCM AND ASSOCIATES, INC.
579703	08/27/2018	\$15.41	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
579704	08/27/2018	\$16,217.86	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
579705	08/27/2018	\$1,644.03	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579706	08/27/2018	\$2,022.64	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
579707	08/29/2018	\$638.47	UTILITY SERVICES	1732	AT&T CORP.
579708	08/29/2018	\$2,311.79	LEASE PAYMENT	47	ALTEC CAPITAL SERVICES
579709	08/29/2018	\$753.90	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579710	08/29/2018	\$2,152.61	UTILITY SERVICES	39550	AT&T

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579711	08/29/2018	\$183.89	UTILITY SERVICES	39550	AT&T
579712	08/29/2018	\$260.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
579713	08/29/2018	\$947.08	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579714	08/29/2018	\$645.66	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579715	08/29/2018	\$640.29	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579716	08/29/2018	\$640.29	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579717	08/29/2018	\$427.41	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579718	08/29/2018	\$163.68	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579719	08/29/2018	\$69.95	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579720	08/29/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579721	08/29/2018	\$1,238.25	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579722	08/29/2018	\$816.72	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
579723	08/29/2018	\$3,420.60	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
579724	08/29/2018	\$650.00	CONTRACT SERVICES	41130	MIHM INC.
579725	08/29/2018	\$148.25	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
579726	08/29/2018	\$690.00	REFUND	2187	JULIE INOUE
579727	08/29/2018	\$285.00	CONTRACT SERVICES	876	PACIFIC OIL COMPANY
579728	08/29/2018	\$2,875.99	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579729	08/29/2018	\$2,876.04	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579730	08/29/2018	\$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579731	08/29/2018	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579732	08/29/2018	\$400.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
579733	08/29/2018	\$360.00	GENERAL	2177	ROCKFON
579734	08/29/2018	\$7,229.02	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579735	08/29/2018	\$3,141.57	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
579736	08/29/2018	\$2,725.28	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
579737	08/29/2018	\$9,237.00	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS, INC.

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579738	08/29/2018	\$311.19	REIMBURSEMENT	18290	CHARLES WELLS
579739	08/29/2018	\$10,084.00	PERMITS AND FEES	6390	ZOLL MEDICAL CORPORATION GPO
579740	08/29/2018	\$1,180.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
579741	08/29/2018	\$7,951.35	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
579742	08/29/2018	\$6.82	REFUND	2181	ARELLANO ASSOCIATES
579743	08/29/2018	\$32,162.55	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
579744	08/29/2018	\$268.10	SUPPLIES	74870	AVAIL TECHNOLOGIES, INC.
579745	08/29/2018	\$9,159.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
579746	08/29/2018	\$800.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
579747	08/29/2018	\$4,487.50	CONTRACT SERVICES	18840	COOPERATIVE PERSONNEL SERVICES
579748	08/29/2018	\$325,517.50	IMPROVEMENTS OTHER THAN BUILDING	2109	CORA CONSTRUCTORS INC.
579749	08/29/2018	\$321.54	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
579750	08/29/2018	\$213,140.50	CONTRACT SERVICES	13750	CITY OF GLENDALE
579751	08/29/2018	\$4,756.87	SUPPLIES	2059	HASA, INC.
579752	08/29/2018	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
579753	08/29/2018	\$4,059.85	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT. INC.
579754	08/29/2018	\$3,821.34	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
579755	08/29/2018	\$250.00	REFUND	2182	ROSALINDA MARTINEZ
579756	08/29/2018	\$16,780.99	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
579757	08/29/2018	\$36.70	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
579758	08/29/2018	\$138.20	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
579759	08/29/2018	\$24,364.60	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579760	08/29/2018	\$860.49	SUPPLIES	15620	OFFICE DEPOT
579761	08/29/2018	\$80.00	REFUND	2178	EVE PANYAKORN
579762	08/29/2018	\$499.68	FRINGE BENEFITS	42490	LINDA PAYAN
579763	08/29/2018	\$473.04	MACHINERY & EQUIPMENTS	538	PCMG, INC.
579764	08/29/2018	\$16,475.56	CONTRACT SERVICES	1397	REILLY WORKPLACE INVESTIGATIONS

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579765	08/29/2018	\$250.00	REFUND	1446	ELIZABETH REYES
579766	08/29/2018	\$5,819.25	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
579767	08/29/2018	\$250.00	REFUND	2188	BRENDA SALAZAR
579768	08/29/2018	\$7,875.00	DUES & SUBSCRIPTIONS	1415	SAN GABRIEL VALLEY COMMERCE & CITIES CONSORTIUM
579769	08/29/2018	\$1,650.67	FRINGE BENEFITS	9340	GEORGE S. SIMONIAN
579770	08/29/2018	\$288.04	UNIFORM EXPENSE	14350	SUN BADGE COMPANY
579771	08/29/2018	\$297.00	CONTRACT SERVICES	33250	DG ENGERY SERVICES, INC.
579772	08/29/2018	\$4,742.50	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC.
579773	08/29/2018	\$475.43	FRINGE BENEFITS	27300	ROBERT C. TUFANO
579774	08/29/2018	\$1,697.85	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
579775	08/29/2018	\$1,810.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
579776	08/29/2018	\$560.00	ADVERTISING/PRINTING SERVICES	328	ANNE L. DONOFRIO
579777	08/30/2018	\$55.00	SUPPLIES	24540	AAHS SIGNS
579778	08/30/2018	\$4,602.20	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579779	08/30/2018	\$7,129.60	UTILITY SERVICES	39550	AT&T
579780	08/30/2018	\$1,494.75	UTILITY SERVICES	39550	AT&T
579781	08/30/2018	\$1,467.61	MACHINERY & EQUIPMENTS	844	BEST LAWNMOWER, INC
579782	08/30/2018	\$5,775.00	TRAVEL & MEETINGS	32970	CALIFORNIA TRANSIT ASSOCIATION
579783	08/30/2018	\$4,200.69	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
579784	08/30/2018	\$47,301.29	FRINGE BENEFITS	4110	DELTA DENTAL OF CALIFORNIA
579785	08/30/2018	\$1,099.10	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
579786	08/30/2018	\$1,570.43	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
579787	08/30/2018	\$240.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
579788	08/30/2018	\$2,792.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
579789	08/30/2018	\$3,246.65	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
579790	08/30/2018	\$403.98	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
579791	08/30/2018	\$167,757.56	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.

579792	08/30/2018	\$10,647.29	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579793	08/30/2018	\$650.00	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
579794	08/30/2018	\$456.27	UTILITY SERVICES	23610	VERIZON WIRELESS
579795	08/30/2018	\$2,370.77	UTILITY SERVICES	23610	VERIZON WIRELESS
579796	08/30/2018	\$8,276.71	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC.
579797	08/30/2018	\$197,728.25	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
579798	08/30/2018	\$195.00	VEHICLE MAINTENANCE/EXPENSES	46090	AIRWAVE COMMUNICATIONS ENTERPRISES
579799	08/30/2018	\$6,983.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
579800	08/30/2018	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
579801	08/30/2018	\$2,465.00	CONTRACT SERVICES	1988	ROBERT BACH
579802	08/30/2018	\$2,074.11	MACHINERY & EQUIPMENTS	1795	BEC TECHNOLOGIES, INC.
579803	08/30/2018	\$21,256.48	CONTRACT SERVICES	52070	TOM CAMACHO
579804	08/30/2018	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
579805	08/30/2018	\$102.56	SUPPLIES	49400	U.S. MOBILE WIRELESS
579806	08/30/2018	\$648.46	SUPPLIES	2059	HASA, INC.
579807	08/30/2018	\$160.67	SUPPLIES	1612	JCL TRAFFIC SERVICES
579808*	08/30/2018	\$1,231.16	SUPPLIES	2159	KALICO OFFICE FURNITURE, LLC.
579809*	08/30/2018	\$708.24	CONTRACT SERVICES	2179	L.A. PARTY RENTS, INC.
579810	08/30/2018	\$2,240.00	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
579811	08/30/2018	\$266.52	VEHICLE MAINTENANCE/EXPENSES	585	KENNEY HOLDINGS, LLC
579812	08/30/2018	\$242.00	SUPPLIES	1501	MAKAI SOLUTIONS
579813	08/30/2018	\$6,859.13	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
579814	08/30/2018	\$9,065.27	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
579815	08/30/2018	\$438.00	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
579816	08/30/2018	\$55,446.34	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579817	08/30/2018	\$180.93	SUPPLIES	15620	OFFICE DEPOT

579818	08/30/2018	\$775.00	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC.
579819	08/30/2018	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
579820	09/05/2018	\$638.47	UTILITY SERVICES	1732	AT&T CORP.
579821	09/05/2018	\$554.42	UTILITY SERVICES	38380	AT&T
579822	09/05/2018	\$286.15	UTILITY SERVICES	39550	AT&T
579823	09/05/2018	\$54.48	UTILITY SERVICES	39550	AT&T
579824	09/05/2018	\$1,905.21	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579825	09/05/2018	\$29.05	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579826	09/05/2018	\$46.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579827	09/05/2018	\$1,266.74	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579828	09/05/2018	\$290.06	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579829	09/05/2018	\$7.43	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579830	09/05/2018	\$697.90	CONTRACT SERVICES	36870	CINTAS CORPORATION
579831	09/05/2018	\$48.00	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
579832	09/05/2018	\$115.56	TRAINING	102	ROBERT JOSETT
579833	09/05/2018	\$900.02	REIMBURSEMENTS	188	MONTEBELLO FIRE DEPARTMENT
579834	09/05/2018	\$1,471.32	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579835	09/05/2018	\$4,981.10	FUEL	19700	SYNCHRONY BANK/PHILLIPS-CONOCO-76
579836	09/05/2018	\$230.34	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
579837	09/05/2018	\$36,080.74	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579838	09/05/2018	\$129,824.49	NOTE PRINCIPAL	45630	SOUTHERN CALIFORNIA EDISON
579839	09/05/2018	\$2,284.57	UTILITY SERVICES	526	T-MOBILE USA, INC.
579840	09/05/2018	\$22.07	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
579841	09/05/2018	\$7,590.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
579842	09/05/2018	\$16.43	SUPPLIES	24200	AAT, INC.
579843	09/05/2018	\$124,561.55	CONTRACT SERVICES	1728	A & P DEVELOPMENT AND CONSTRUCTION, INC.
579844	09/05/2018	\$2,702.96	CONTRACT SERVICES	1237	AZTECA LANDSCAPE

579845	09/05/2018	\$2,329.46	VEHICLE MAINTENANCE/EXPENSES	968	BUSWEST, LLC
579846	09/05/2018	\$120.00	PERMITS AND FEES	2800	STATE OF CALIFORNIA
579847	09/05/2018	\$2,858.35	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
579848	09/05/2018	\$63.03	CONTRACT SERVICES	438	CODE RED FIRE, INC.
579849	09/05/2018	\$800.00	INCURRED CLAIMS	1643	COMPANY NURSE
579850	09/05/2018	\$840.00	CONTRACT SERVICES	2075	HAROLD J. EDISON/EDISON LITIGATION TECHNOLOGY
579851	09/05/2018	\$7,202.80	CONTRACT SERVICES	3560	ENTENMANN-ROVIN CO.
579852	09/05/2018	\$5,579.85	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
579853	09/05/2018	\$221.69	SUPPLIES	38020	FLEET PRIDE, INC.
579854	09/05/2018	\$47.09	MACHINERY & EQUIPMENTS	807	FOOTHILL COMMUNICATIONS, LLC
579855	09/05/2018	\$475.70	SUPPLIES	40150	GENUINE PARTS COMPANY
579856	09/05/2018	\$1,050.00	CONTRACT SERVICES	2190	JESUS GIL
579857	09/05/2018	\$4,349.40	MACHINERY & EQUIPMENTS	1442	GLOBAL SURVEILLANCE SYSTEMS, INC.
579858	09/05/2018	\$116.62	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
579859	09/05/2018	\$1,949.98	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
579860	09/05/2018	\$4,421.73	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
579861	09/05/2018	\$984.68	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
579862*	09/05/2018	\$4,800.00	IMPROVEMENTS OTHER THAN BUILDING	2185	J & E ASPHALT MAINTENANCE, INC.
579863	09/05/2018	\$6,445.36	SUPPLIES	26670	LIFE-ASSIST, INC.
579864	09/05/2018	\$1,921.47	SUPPLIES	585	KENNEY HOLDINGS, LLC
579865	09/05/2018	\$28.68	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS, LLC
579866	09/05/2018	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
579867	09/05/2018	\$4,800.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
579868	09/05/2018	\$19,981.34	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
579869	09/05/2018	\$1,817.03	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC.
579870	09/05/2018	\$330.52	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
579871	09/05/2018	\$122.25	GENERAL	2183	MONTEBELLO CARE CENTER, LLC

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579872	09/05/2018	\$8,079.25	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
579873	09/05/2018	\$383.25	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
579874	09/05/2018	\$56,331.34	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579875	09/05/2018	\$2,521.65	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
579876	09/05/2018	\$415.80	SUPPLIES	15620	OFFICE DEPOT
579877	09/05/2018	\$268.41	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
579878	09/05/2018	\$443.48	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
579879	09/05/2018	\$492.00	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
579880	09/05/2018	\$55.00	DUES & SUBSCRIPTIONS	34990	SAN GABRIEL VALLEY CITY MANAGERS' ASSOC.
579881	09/05/2018	\$21,710.34	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
579882	09/05/2018	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
579883	09/05/2018	\$3,000.00	CONTRACT SERVICES	217	TRACKIT LLC
579884	09/05/2018	\$1,439.29	CONTRACT SERVICES	19840	TURF STAR, INC.
579885	09/05/2018	\$5,460.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
579886	09/05/2018	\$6,248.34	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
579887	09/05/2018	\$713.50	SUPPLIES	67320	WINZER CORPORATION

Total **\$4,220,076.86**

6093 - Successor Agency

1403	08/15/2018	\$8,689.60	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1404	08/21/2018	\$84,444.63	INTEREST EXPENSE	20390	ARA SEVACHERIAN
1405	09/05/2018	\$3,000.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON

Total **\$96,134.23**

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* 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.