

CITY COUNCIL **MEETING AGENDA**

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JANUARY 13, 2021**

5:30 P.M.

MONTEBELLO CITY COUNCIL

**KIMBERLY A. COBOS-CAWTHORNE
MAYOR**

**DAVID TORRES
MAYOR PRO TEM**

**ANGIE M. JIMENEZ
COUNCILMEMBER**

**SCARLET PERALTA
COUNCILMEMBER**

**SALVADOR MELENDEZ
COUNCILMEMBER**

**CITY CLERK
CHRISTOPHER JIMENEZ**

**CITY TREASURER
RAFAEL GUTIERREZ**

CITY STAFF

**CITY MANAGER
René Bobadilla**

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

DEPARTMENT HEADS

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

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

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Cobos-Cawthorne**
- 2. ROLL CALL: City Clerk Christopher Jimenez**

¹ In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

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.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday, January 13, 2021 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, January 13, 2021. These questions will be read out loud and submitted for the record.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION – 5:30 P.M.

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

4. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials.

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

Consideration of Initiation of Litigation - One matter

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Trendsports

Under Negotiation: Price and Terms

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 1345 N. Montebello Blvd.

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: M&M Realty

- 8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: 612 West Whittier Blvd., Montebello, CA
Agency Negotiator: René Bobadilla, City Manager
Negotiating Parties: Mario Mojarro and Fabian Garcia
Under Negotiations: Both - price and terms of payment
- 9. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: 715 West Whittier Blvd., Montebello, CA
Agency Negotiator: René Bobadilla, City Manager
Negotiating Parties: Pace Development
Under Negotiations: Both - price and terms of payment
- 10. CONFERENCE WITH LABOR NEGOTIATIONS**
Government Code Section 54957.6
Agency designated representative: René Bobadilla
Unrepresented employees: Various unrepresented Directors
(consideration of side-letter)

REGULAR SESSION - 6:30 P.M.

- 11. INVOCATION**
- 12. PLEDGE OF ALLEGIANCE**
- 13. PRESENTATION: RECOGNITION OF CITY COMMISSIONERS**
- 14. PRESENTATION: RECOGNITION OF JOY FOUNDATION FOR TOY DISTRIBUTION**
- 15. PRESENTATION: RECOGNITION OF HEARTS OF COMPASSION**
- 16. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**
- 17. CORRECTIONS TO THE AGENDA – CITY MANAGER**
- 18. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:**

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

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday January 13, 2021 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, January 13, 2021. These questions will be read out loud and submitted for the record.

- 19. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)**

20. **APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item No. 21, 22 and 23 and any item upon which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

REGULAR BUSINESS

21. **CITY COUNCIL ASSIGNMENTS**

RECOMMENDATION: It is recommended that the City Council:

1. It is recommended that the City Council take action to fill assignments to various Boards, Agencies, Committees, Commissions and Ad Hoc, and/or direct staff to make any other changes that the City Council may desire.
2. Adopt the attached Resolution designating a member, and an alternate member of the City Council to the Board of Directors of Sanitation Districts Nos. 2 and 15 of the Los Angeles County; and
3. Adopt the attached Resolution designating the Mayor, and an alternate member of the City Council to the Los Angeles County-City Selection Committee.

22. **REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES**

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council authorize City Staff to issue a Request for Qualifications (RFQ) for on-call architectural and engineering services.

23. **CONSIDERATION OF AN URGENCY ORDINANCE TO ESTABLISH A TEMPORARY LIMIT ON THE CHARGES IMPOSED BY THIRD-PARTY DELIVERY SERVICES ON LOCAL RETAIL FOOD ESTABLISHMENTS DURING THE COVID-19 PANDEMIC AND FOR 90 DAYS AFTER THE COUNTY/STATE ORDER PROHIBITING ON-PREMISES DINING IS LIFTED**

RECOMMENDATION: It is recommended that the City Council:

1. Introduce, waive reading, and consider adoption by a 4/5th vote an Urgency Ordinance to establish a temporary limit on the charges imposed on local retail food establishments by third-party delivery services during the COVID-19 pandemic and for 90 days after the County/State Order prohibiting on-premises dining is lifted; and
2. Find that the recommended action is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines per Section 15061(b)(3), the General Rule that CEQA only applies to projects that may have a significant effect on the environment.
3. Take such additional, related, action that may be desirable.

CONSENT MATTERS

- 24. AUTHORIZE THE CITY OF MONTEBELLO TO PARTICIPATE IN THE WASHINGTON BOULEVARD COALITION ECONOMIC ANALYSIS AND CONNECTIVITY STUDY AS A MEMBER OF THE WASHINGTON BOULEVARD LIGHT RAIL TRANSIT COALITION**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to participate in a four-city Economic Analysis and Connectivity Study as part of the Washington Boulevard Light Rail Transit Coalition; and,
2. Amend the Fiscal Year 2020-21 adopted budget by increasing appropriations by \$70,000 in the Measure M Fund (Account No. 222-30-300-6040.10); and,
3. Take additional steps necessary per the Washington Boulevard Light Rail Transit Coalition Memorandum of Understanding.

- 25. ADOPTION OF ORDINANCE IMPLEMENTING CHANGES TO CHAPTER 2.44 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO TRAFFIC AND SAFETY COMMISSION AND CREATING A TRAFFIC AND SAFETY COMMITTEE**

RECOMMENDATION: It is recommended that the City Council:

Adopt the attached Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code (MMC) relative to the existing Traffic and Safety Commission and creating a Traffic and Safety Committee.

- 26. AUTHORIZE CITY MANAGER TO EXECUTE THE SIXTH AMENDMENT TO AGREEMENT NO. 3066 WITH INFRASTRUCTURE ENGINEERS FOR ENGINEERING SERVICES**

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council approve the Sixth Amendment to Professional Services Agreement No. 3066 with Infrastructure Engineers reducing the monthly retainer for engineering staff augmentation from \$39,589 to \$31,720.

- 27. AUTHORIZE PURCHASE OF UPGRADED OFFICE WORKSPACE FURNITURE FROM BLUESPACE INTERIORS**

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council authorize the City Manager to enter into a purchase agreement for upgraded office workspace furniture from BlueSpace Interiors for the Finance Department in an amount not-to-exceed \$150,000.

- 28. APPROVE FIRST AMENDMENT TO VEHICLE BODY REPAIR AND PAINTING AGREEMENT NO. 3690**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the First Amendment to Agreement No. 3690, extending maintenance services with Montebello Autocraft, Inc. ("Autocraft") for a one-year term with the City of Montebello for vehicle body repair and painting; and
2. Authorize the City Manager and/or his Designee to execute the first amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

29. APPROVE A PROFESSIONAL SERVICES CONTRACT WITH BLAIS & ASSOCIATES INC. FOR GRANT WRITING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services; and
2. Authorize the City Manager to enter into a professional services agreement with Blais & Associates, Inc. for grant writing services for three (3) years for an amount not-to-exceed \$195,000 with the option of two (2), one-year extensions at \$65,000 each year, for a maximum contract term of five (5) years and a total not-to-exceed contract value of \$325,000.
3. Take such additional, related action that may be desirable.

30. AUTHORIZATION TO ENTER INTO A SOLE SOURCE PURCHASE AGREEMENT WITH COMPRESSED AIR SPECIALTIES INC. FOR THE PURCHASE OF EMERGENCY/ FIRST-RESPONDER AIR COMPRESSOR SYSTEMS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute a Sole Source Purchase Agreement with Compressed Air Specialties Inc., a Bauer Compressed Authorized Factory; and
2. Authorize total expenditures in a not-to-exceed amount of \$180,000 to account for two (2) Air Compressors and other supportive/installation services; and
3. Take such additional, related action that may be desirable.

31. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JANUARY 13, 2021

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated January 13, 2020.

32. APPROVAL OF MINUTES – DECEMBER 10, DECEMBER 16 AND DECEMBER 29, 2020

RECOMMENDED ACTION: Approve said minutes as written.

33. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

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

1. Councilmember Peralta – Accessibility of Commission Meetings; Community Highlight Puroplants
2. Mayor Pro Tem Torres – Increasing and reestablishing government transparency
3. Mayor Cobos-Cawthorne – COVID-19 Vaccinations for Police

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: Kimberly Guillen, Assistant to the Deputy City Clerk

SUBJECT: **City Council Assignments**

DATE: January 13, 2021

RECOMMENDATIONS

- 1) It is recommended that the City Council take action to fill assignments to various Boards, Agencies, Committees, Commissions and Ad Hoc, and/or direct staff to make any other changes that the City Council may desire.
- 2) Adopt the attached Resolution designating a member, and an alternate member of the City Council to the Board of Directors of Sanitation Districts Nos. 2 and 15 of the Los Angeles County; and
- 3) Adopt the attached Resolution designating the Mayor, and an alternate member of the City Council to the Los Angeles County-City Selection Committee.

FISCAL IMPACT

There is no fiscal impact associated with the City Council appointments to various Boards, Agencies, Committees, Commissions and Ad Hoc.

SUMMARY

Each year, following the City Council reorganization meeting, the City Council reviews assigning members of the City Council to represent the City Council on various Boards, Agencies, Committees, Commissions and Ad Hoc. Once the City Council has confirmed the appointments, staff then notifies the appropriated affected agencies.

The City Council will consider designating representatives to the Los Angeles County-City Selection Committee and Sanitation Districts Nos. 2 and 15.

Montebello Municipal Code Section 2.08.010 (Council Reorganization) provides that the City Council must reorganize by selecting one of its members as Mayor and Mayor Pro

CITY COUNCIL ASSIGNMENTS

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Tempore on the following occasions: (a) the second meeting in November in non-election years; (b) or at the first meeting immediately following the certification of election results in an election year.

As a result of the select of a new Mayor and Mayor Pro Tem, the City must also appoint representatives to the Los Angeles County Sanitation Districts 2 and 15, and the Los Angeles County-City Selection Committee. Those appointments require that the Mayor and Mayor Pro Tempore be set by Resolution. The attached Resolution is submitted for the City Council's consideration.

The attached list shows the City Council appointments and is presented for confirmation.

ATTACHMENTS

Attachment A: 2021 List of City Council Appointments

Attachment B: Resolution – City Selection Committee

Attachment C: Resolution – Los Angeles County Sanitation Districts

CITY COUNCIL ASSIGNMENTS 2021

ATTACHMENT A

City-related Committees/Commissions/Ad Hocs			
	Contact	Delegate/Alternate	
Fiscal Accountability and Investment Committee	Finance Director	7 Members	Each Councilmember will appoint one person to the committee, making up 5 of the 7 total members. The additional 2 members will be appointed by majority vote of the City Council.
Traffic and Safety Commission	Public Works Director	Pending 2nd Reading on 1/13/21	
Personnel Advisory Commission	Human Resources Director	5 Members	
Parks and Recreation Commission	Recreation and Community Services Director	5 Members	
Planning Commission	Planning and Community Development Director	1 - Appointed on 12/16/20 by Councilmember Peralta	
Youth and Education commission	Recreation and Community Services Director	5 Members	No vacancies.
Ashiya Sister City Association Ad Hoc		Councilmember (1)	
Arts in Public Places Ad Hoc	Administration	Councilmember (1)	
Cannabis Ad Hoc	Planning and Community Development Director	Councilmember (2)	
Homelessness Ad Hoc	Fire Chief	Councilmember (2)	
Streets Ad Hoc	Public Works Director	Councilmember (2)	
Solid Waste Ad Hoc	Public Works Director	Councilmember (1)	
Transit Ad Hoc	Transit Director	Councilmember (2)	
Beautification Ad Hoc		Councilmember (2)	
Washington Coalition (meets as needed)		Councilmember (2)	
• Recommend to establish a Joint School District Ad Hoc		Councilmember (2)	
Council Liaison Appointments to Other Jurisdictions			
Agency Name	Contact	Delegate/Alternate	Stipend
League of California Cities - Los Angeles Chapter	Kristine Guerrero League Staff	Mayor - Delegate MPT - Alternate	None
*Los Angeles County City Selection Committee	Lee Millen	Mayor - Delegate Councilmember- Alternate	None
San Gabriel Valley Council of Governments 3rd Thursday of the month @6pm	Katie Ward	Councilmember (1)	None
Montebello Chamber of Commerce Bi-monthly meeting	Ani Minasian	Councilmember (1)	None
California Contract Cities Association Exec. Brd., 1st Wed. of the month @ 6pm Dir. Brd., 3rd Wed. of the month @ 6pm	Marcel Rodarte	Councilmember (1)	None
Gateway Cities Council of Governments 1st Wed. of the month @ 5:30pm	Genny Cisneros	Councilmembers (2)	\$100

CITY COUNCIL ASSIGNMENTS 2021

Southern California Association of Governments (SCAG) Transportation Committee	Maggie Aguilar	Councilmember (1)	None
Sanitation Districts of Los Angeles County 2nd & 4th Wed. of the month @ 1:30pm	Kim Compton	Councilmember - Delegate Councilmember - Alternate	\$150 per meeting per District
Southeast Area Animal Control Authority (SEAACA) 3rd Thursday of the month @ 2pm	Cathy Kyle	Councilmember (1)	\$225
Greater Los Angeles County Vector Control District (2- year term)	Truc Dever	Currently: (Resident) Avik Cordero	\$100 quarterly
Independent Cities Association 2nd Thursday of the month @ 7pm		Councilmember (1)	None

** Mayor is the required delegate*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
DESIGNATING MEMBERS OF THE CITY COUNCIL AS MEMBER AND ALTERNATE
MEMBER OF THE LOS ANGELES COUNTY CITY SELECTION COMMITTEE**

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

SECTION 1. That Kimberly Ann Cobos-Cawthorne, Mayor and member of the City Council of the City of Montebello, is hereby designated and selected as a member of the Los Angeles County – City Selection Committee, and that _____, Councilmember and member of the City Council of the City of Montebello, is designated and selected as an alternate member of the Los Angeles County City Selection Committee, who shall be a member of said Board to act in place of the presiding officer of the City Council during his absence, inability or refusal to act as member of said committee.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution and send a certified copy hereof to the Secretary of the Los Angeles County-City Selection Committee.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Montebello at the regular meeting of this 13th day of January, 2021.

Kimberly Ann Cobos-Cawthorne, Mayor

ATTEST:

APPROVE AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of January, 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon,

and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO DESIGNATING A MEMBER OF THE CITY COUNCIL AS ALTERNATE MEMBER OF THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICTS NO. 2 AND 15.

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

SECTION 1. That Kimberly Ann Cobos-Cawthorne, Mayor and member of the City Council of the City of Montebello, is hereby designated and selected as a member of the Board of Directors of County Sanitation District Nos. 2 and 15 of Los Angeles County and that _____, Councilmember and member of the City Council of the City of Montebello, is hereby designated and selected as an alternate member of the Board of Directors of County Sanitation District Nos. 2 and 15 of Los Angeles County, who shall be a member of said District Boards to act in place of the presiding officer of the City Council during his absence, inability or refusal to act as member of said Board of Directors.

SECTION 2: That the City Clerk shall certify to the adoption of this Resolution and send a certified copy hereof to the Secretary of the Board of Directors, Los Angeles County Sanitation District Nos. 2 and 15, Los Angeles, California.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Montebello this 13TH day of January, 2021.

Kimberly Ann Cobos-Cawthorne, Mayor

ATTEST:

APPROVE AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of January, 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

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

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: **Request for Qualifications (RFQ) for On-call Architectural and Engineering Services**

DATE: January 13, 2021

RECOMMENDATION

It is recommended that the City Council authorize City Staff to issue a Request for Qualifications (RFQ) for on-call architectural and engineering services.

BACKGROUND

In order to provide readily available and qualified resources for the engineering design of Capital Improvement Program (CIP) projects, staff recommends the establishment of an on-call list of qualified consultants to provide professional architectural and engineering design services. The established on-call list will remain active for a minimum of three (3) years with an option to extend Master Retainer Agreements for two (2) additional, one-year periods. The extension will enable consultants to complete projects that may be ongoing at the end of the initial 3-year term.

The City will reserve the right to request a scope of work and fee proposal from one or more of the consultants on the established on-call "bench list" for specific projects/tasks and may choose to award a project/task to any of the on-call consultants, at its sole discretion, based on project requirements or the requirements of the funding source for the project. Therefore, selection of a firm to participate in the on-call bench of qualified consultants does not necessarily guarantee the award of work of any specific contract value. The proposed RFQ is in compliance with the MMC, State and Federal regulations regarding the qualification-based selection of professional firms providing architectural and engineering services. Sections 4525 through 4529.5 of the California Government Code (Mini-Brooks Act) govern contracts between public entities and private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms. These statutes establish a Qualifications-Based Selection (QBS) method that public agencies in California must use to contract for professional services. This method requires that such services be engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at a fair and reasonable price.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF JANUARY 13, 2021
Request for Qualifications (RFQ) for On-call Architectural and Engineering Services
Page 2 of 3

Accordingly, public agencies may not utilize competitive bidding for such services, except in the limited instances where the State or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest (Gov. Code §4529).

The Schedule of Fees submitted with the RFQ will be required in a separate sealed envelope and will not be opened until the RFQ scoring is completed. Following the scoring process, staff will review the Schedule of Fees of the top four rated firms and ensure the hourly rates are reasonable and within the range of current industry standards. Rates deemed excessive will be negotiated. If negotiations fail with a firm, that firm will be excused and the negotiations will commence with the next firm on the scoring scale until a reasonable Schedule of Fees is accepted for four firms. Although this on-call bench list is intended to provide services for all projects, project-specific Requests for Proposals may also be necessary for specialized projects and as a requirement of project funding sources.

FISCAL IMPACTS

The RFQ will result in the selection of four qualified firms and staff will recommend to the City Council, at a later date, the execution of a Master Retainer Agreement with each firm. The Master Retainer Agreement will not financially commit the City, but rather establish a list of pre-selected, qualified firms that will be available to provide services on an as-needed basis in the delivery of a variety of projects and engineering services. These firms may be contacted during the term of the Master Retainer Agreement to provide a fee proposal for individual projects/tasks and in accordance with the procedural requirements of the funding source(s) for each project/task.

Once a reasonable fee is negotiated, the services for the project/task will be contracted via an Engagement Letter that details the scope of work and applicable fee for the project/task, under the umbrella of the Master Retainer Agreement. Staff will solicit approval at the appropriate level of authority for each Engagement Letter in accordance with Chapter 3.21 of the Montebello Municipal Code (MMC) and any applicable State and Federal laws. This includes requesting City Council authorization for services costing \$50,000 or more per project/task, as currently required by the MMC. The funding source will be identified at the time authorization is requested.

This current action does not have a fiscal impact. Once a firm is chosen for a specific project/task on a given project, budget adjustments and/or appropriations will be made if necessary. City Council approval will be required for increasing appropriations, if needed. Subsequent City Council action authorizing services as described above will also include budget amendments if needed.

SUMMARY

Upon approval by the City Council of the recommended action, Staff will publish the RFQ and administer the scoring and selection process. Staff will recommend the approval of four selected firms and the execution of Master Retainer Agreements at a subsequent City Council meeting.

ATTACHMENTS

Attachment A: Request for Qualifications (RFQ)

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQ)

ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES
RFQ No. 21-52

FOR

CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: February 18, 2021 at 5:00 PM

City of Montebello
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd., Montebello, CA 90640
Telephone: (323) 887-4640
Email: jenriquez@cityofmontebello.com
City Website: <https://cityofmontebello.com>

City of Montebello
Request for Qualifications

**ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES
RFQ No. 21-52**

The City of Montebello (City) is seeking proposals from highly qualified consultants to provide On-Call Architectural and Engineering Design Services for a variety of Capital Improvement Projects citywide.

A. INTRODUCTION

The City's FY 2020-21 Capital Improvement Program (CIP) is a \$26M program consisting of a variety of improvement projects including street and sidewalk, sewer, storm drain, water, landscaping and irrigation, street lighting, traffic signal, site and building improvements. Services to be provided may include, but are not limited to, project management, conceptual to final design (all applicable disciplines), utility coordination, permitting, development of contract documents, assistance with construction bidding and construction support. Services may also include plan check services for private development projects.

The City intends to select the four (4) most qualified consultants and establish a bench list for on-call services for an initial period of three (3) years with an option for two, one-year extensions.

Please note that although a significant portion of the CIP is funded with local funds, some of the projects are State and Federally funded. Therefore, the consultant shall be familiar with the Caltrans Local Assistance Procedures Manual (LAPM) as demonstrated by experience on projects processed through the Caltrans Local Assistance Program. Projects financed in whole or in part by Federal funds are also subject to Title 49 of the Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Certified Disadvantaged Business Enterprises, Minority Owned Business Enterprises, and Women Owned Business Enterprises are strongly encouraged to apply. The consultant shall make good faith efforts when procuring services. The Average Annual Disadvantaged Business Enterprise Participation Level (DBE Goal) varies from 4% to 12% depending on the project. Please note that this percentage may change in the future on a per project basis; the consultant will be required to adhere to any new Federal requirements.

Consultant shall comply with any and all applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this RFQ.

The sample professional services agreement (Enclosure 1) is in the form of a Master Retainer Agreement. Individual task orders will be negotiated during the term of the Master Retainer Agreement and each task order will be executed in the form of an Engagement Letter (Exhibit B of the Master Retainer Agreement) approved at the appropriate authority level as defined in the Montebello Municipal Code. The City reserves the right to solicit a cost proposal from multiple consultants on the On-call Bench List established in response to this RFQ for individual task orders, which may require task-specific submittal of the necessary forms as required by the LAPM or other funding sources.

This request for qualifications is intended to be explanatory, but should any discrepancy appear or any misunderstanding arise as to the intent of anything contained herewith, the interpretation and the decision of the City shall be final and binding. Any corrections of errors or omissions in the Request for Qualifications may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by the City.

B. SCOPE OF SERVICES

The City's Capital Improvement Program consists of a variety of projects including, but not limited to, improvements to the following infrastructure: streets; sidewalks; traffic signals; sewers pipes and lift stations; storm drain pipes and lift stations; site improvements on city facilities such as parks and other institutional campuses; and repairs and modifications to city buildings, including electrical and mechanical repairs/improvements. Services may also include the review of plans and specifications prepared by other consultants for CIP projects.

The scope and fee per task/project will be negotiated for each Engagement Letter depending on the nature of the task. Once a scope is accepted, the City will negotiate the hourly breakdown of more detailed tasks and the consultant will prepare a fee proposal applying the rates from the accepted Schedule of Billing Rates applied to the various staff proposed. For the purpose of responding to this RFQ, the consultant shall assume that the architectural and engineering design services anticipated to be provided for a project typically include, but are not limited to:

Project Management and Coordination

1. The consultant shall be responsible for providing all project management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.
2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc.
3. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

4. The consultant may be required to make presentations to the City Council at regularly scheduled meetings and community meetings, as directed by the City Engineer.

Deliverables:

- Project Schedule and updates
- Monthly invoices shall include a Progress Summary Report indicating the tasks completed for the month and the tasks anticipated to be completed in the next billing cycle. The invoice shall include an itemized summary of the hours per staff member included in the invoice and itemized charges for sub-consultants and reimburseables
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for public meetings

Design

1. The consultant shall provide City staff with draft letters for the City to use in coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.
2. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
3. The consultant shall assist in coordinating appropriate public outreach as directed by the City.
4. The consultant shall conduct all field, topographic and control surveys, prepare all geotechnical studies and reports, obtain title reports for adjacent properties as required, and include survey by a licensed surveyor of all property lines and easements for anticipated right-of-way and easement acquisitions. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.
5. The consultant shall produce 35% conceptual plans as well as 65%, 95%, and 100% PS&E submittal packages for City review.
6. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size, and shall be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.
7. The plans shall be drawn using the latest version of AutoCAD.

8. Specifications shall be written in the format appropriate for the project (Greenbook, Caltrans, or CSI). The City will provide boiler plates for general provisions. The consultant will be responsible for producing all special provisions and technical specifications in the appropriate format.
9. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.

Deliverables:

- Utility coordination letters
- 35% conceptual drawings, 65%, 95%, and 100% PS&E submittals in electronic (PDF, AutoCAD, Word and Excel) format
- A letter report summarizing review comments and the resolution of the review comments
- Final bid documents in electronic format

Environmental Compliance and Permitting

1. The consultant shall be responsible for determining all environmental permits and clearances required to deliver the project. Based on the assessment, the consultant shall prepare, submit and obtain all required permits and environmental review documentation required by Federal, State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.
2. The consultant shall be responsible for determining all jurisdictional permits and approvals necessary for the construction of the project and prepare all required permit applications and related documents for processing by the City.
3. The consultant shall prepare appropriate California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), if applicable, and any associated technical studies required to clear the project for construction.
4. The consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.
5. All environmental documents shall be prepared in preliminary and final draft stages for City review, and shall incorporate any comments made during the preliminary document review.
6. If applicable, the consultant shall coordinate and manage the environmental document approval process, including all public review and hearings required.

Deliverables:

- Preliminary and final permit applications for submittal by the City
- Preliminary and final CEQA/NEPA documentation for processing by the City
- Attendance and presentation at related meetings/hearings

Final Bid Phase and Bid Phase Support

1. The consultant shall attend the pre-bid meeting (if deemed necessary by the City) and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.
2. The consultant shall review construction bids received and make recommendations to the City for award of construction contract.

Deliverables:

- Prepare contract addenda, if required, for distribution by the City, including answers to bidder's questions
- Prepare recommendations to the City for the award of the construction contract

Construction Support Services

1. The consultant shall attend regularly scheduled construction meetings, as directed by the City Engineer, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates.
2. The consultant shall review and approve the construction schedule and traffic control plans, as needed.
3. The consultant shall be available to be called to the site in response to questions arising from the progress of the work.
4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions.
5. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and/or change in character.

The City shall not be billed for nor shall they pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents due to negligence or lack of attention to detail stemming from poor design or field work.

6. The consultant shall assist the City in preparation of contract change orders, including time impact and independent cost analysis, as necessary.

7. The consultant shall assist in verifying monthly billed quantities and progress payments to the contractor.
8. The consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.
9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

- Responses to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions, as required
- Responses to the review of proposed contract change orders
- Plan revisions, as required, and as-builts

PROJECTS FUNDED WITH STATE AND FEDERAL FUNDS

The CITY intends to construct during the duration of this contract multiple transportation projects that are state and federally funded. In addition to the services described above, these projects may require additional or specific services as described below in compliance with the Caltrans Local Assistance Procedure Manual (LAPM). The selected consultant shall perform site investigations, cost estimating, planning, land surveying, preliminary engineering, civil engineering design, construction support and other services as deemed necessary by the CITY for which the consultant is qualified related to federal and state funded projects. The consultant may provide services to the CITY including, but not limited to, the following:

- **Project Management** – The Public Works Director/City Engineer will serve as the contract manager and direct liaison between the consultant and Caltrans District #7 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the CITY and consultant sub-contractors, and preparing all submissions for the CITY to submit to Caltrans Local Assistance.
- **Preliminary Engineering Studies** – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
- **Surveys and Mapping** – The consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The

scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Design Level Topographic Surveys, Right-of-Way mapping and property boundary mapping required for property acquisitions, and a Record of Survey.

- **Environmental Studies and Documentation** – Complete the environmental review; including preparation of Caltrans Preliminary Environmental Study and all other technical studies and documents required to comply with CEQA and NEPA and to obtain environmental clearance from Caltrans.
- **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed. Prepare all documentation required to obtain utility clearance from Caltrans.
- **Right of Way Phase & Determination** – Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary. Consultant shall prepare all documents required to obtain right-of-way clearance from Caltrans. Consultant shall also support city staff in negotiations with property owners for property acquisition and in coordinating improvements affecting improvements on private property and necessitating Temporary Construction Easements.
- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the CITY at 60%, 90%, and final contract documents.
- **Construction Phase Authorization** – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. CITY will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the CITY, as necessary.

- **Construction Support** – Consultant shall provide support during construction to the CITY's construction manager. This shall include, but not be limited to, review of submittals and shop drawings, responding to Requests for Information, modifications to the design in response to changed conditions encountered during construction, and assistance in the review and analysis of proposed Change Order Proposals. Attendance at weekly progress meetings may be required.
- **Grant Administration** – Consultant shall prepare Requests for Authorization (RFA) to Caltrans Local Assistance for the various phases of work including, but not limited to the following: 1) Preliminary Engineering (PE) & DBE Goal Setting; 2) Right of Way (R/W); 3) Utility Relocation (RW/UTIL); and 4) Construction (CON). Consultant shall prepare the Award Package and Final Report of Expenditures to Caltrans and shall assist the City in the preparation of Federal and State invoices and requests for reimbursement. These services shall be in accordance with Caltrans Standards, FHWA Standards, and the City's Standards.

MISCELLANEOUS ENGINEERING SERVICES

The City may request a scope and fee for other miscellaneous engineering services as needs arise. The scope of work for such miscellaneous services will be negotiated and executed as an Engagement Letter.

PRIVATE DEVELOPMENT PROJECTS

The City may request a scope and fee to provide plan checking services for private development projects relating to grading, drainage, site improvements, NPDES storm water quality compliance, street improvements, utility connections, traffic impact studies, and tract/parcel maps. The scope of work for such services will be negotiated and executed as an Engagement Letter.

C. PROPOSAL REQUIREMENTS

The proposal must be concise, well organized, and demonstrate the qualifications and experience, related to the types of professional services described herein, of your firm's team. The proposal shall be printed on 8.5" x 11" pages and include resumes and all other information necessary to describe the experience and capabilities of the firm. It must include the following:

- I. **Cover Letter (two pages):** Include the primary consultant's name and business address, as well as the name, telephone number and email address of the manager that will oversee the services and be the primary contact. Summarize your understanding of the required services and demonstrate how your firm is qualified to provide these services. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Montebello on behalf of the submitting firm/team.

II. Qualification and Experience (maximum of 30 pages): The proposed staff shall have experience managing and/or working on, as applicable, public infrastructure improvement projects in similar assignments, including experience in dealing with public agencies and the general public. It is highly desirable that the key project team members have experience serving public agencies in various capacities, and are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. The City is looking for a qualified team that can provide turn-key services, and be the single point of contact and responsible party representing the City, under the direction of City staff. Qualifications and experience to be shown in the proposal shall include, but not be limited to, the following:

- Identification of experience of principal staff members, including major sub-consultants.
- Approach and understanding of the services to be provided.
- Identify the availability of your team and the percentage of current workload of staff that would provide services to the City, including sub-consultants.
- Description of your firm's quality/control (Q/C) and quality/assurance (Q/A) procedures that will be used to ensure all services are delivered with the highest quality
- Experience of the firm and of the team providing similar services.
- Discussion of document controls.
- Experience on state and federally-funded projects and with the LAPM and other state and federal grants.

III. Scope of Work (maximum 5 pages): The Consultant shall include in its proposal a detailed scope of work and understanding of the services to be provided in compliance with all applicable rules, regulations, standards, requirements, and the LAPM.

IV. Other Documents

- Signed statement by a principal of the company certifying that the firm has an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31
- **Schedule of Billing Rates** - Submit two copies of a Schedule of Billing Rates, including all positions expected to provide services during the term of the contract. This schedule shall be enclosed in a separate sealed envelope clearly marked as **"City of Montebello On-Call Architectural and Engineering Design Services – RFQ No. 21-52 – Schedule of Billing Rates."**

D. SELECTION PROCESS AND CRITERIA

1. Proposal Review: Upon receiving an adequate number of proposals by the deadline for submission, consultants will be evaluated and the best-qualified consultants may be invited to participate in an interview.
2. Selection Criteria: The City will select a consultant to provide the services pursuant to this Request for Qualifications based on the evaluation of the proposals, interview process (if required), and references. The City, however, reserves the right to award contracts without consultant visits, interviews, or further discussion or negotiations. Therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be without discussion or negotiation with any consultant. Selection is based on a determination of the consultant(s) deemed most qualified to provide the services outlined in this request, but not limited to, the following criteria:

The proposals will be evaluated on a 100-point grading system based on the following:

- Responsiveness to Request for Statement of Qualifications — breadth and depth of response; overall quality, responsiveness and completeness. (20 points)
 - Organization and Technical Qualifications of the team (licenses and certifications held by the firm and key staff). (20 points)
 - Relevant Experience and Expertise for the services. Proven experience and qualifications related to required services for the construction of the types of public works capital improvement projects described herein. (20 points)
 - Understanding and Approach. Availability and ability of firm to provide the services. (10 points)
 - The professional reputation of the firm, and satisfaction of current and/or prior clients. (10 points)
 - Experience in Public Contract Procedures, Requirements, Laws, and Construction Claims (10 Points).
 - Direct experience by project staff on federally-funded projects and the LAPM (10 Points).
3. Interviews: Selected consultants may be invited for an interview (if deemed necessary by the City). The City will contact selected consultants to schedule an interview and provide instructions for the interview.

4. Professional Services Agreement: The selected consultant(s) will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements. A sample Master Retainer Agreement is included in Enclosure 1.

E. MISCELLANEOUS PROVISIONS

1. Costs: The City of Montebello assumes no responsibility for any costs incurred by an individual/firm in the preparation and/or presentation of a proposal in response to this request, which includes any costs associated with negotiating with the City on any matter related to the proposal, or any other expense incurred by consultant prior to date of award, if any, of the contract.
2. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service
3. Completeness: To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.
4. Ownership of Reports: All documents prepared by the selected individual/firm under this request shall become the property of the City of Montebello upon receipt by the City.

F. FILING DEADLINE

Proposals must be sealed and clearly state on the outside of the package or envelope **“City of Montebello On-Call Architectural and Engineering Design Services – RFQ No. 21-52.”** Submit four (4) hard copies before 5:00 PM pst on January 28, 2021. The City assumes no responsibility for errors or delays by public or private carriers in delivering any proposal.

In order for your proposal to be considered, submit **four (4) hard copies** prior to the deadline for submission to:

Mr. James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Proposals submitted late will be designated nonresponsive and returned to the prospective Consultant. Substitution of the designated team and key staff, without the written approval of the City, after selection of the successful consultant will result in a rejection of the proposal and/or termination of the contract.

G. TENTATIVE TIMELINE:

January 4, 2021	Release of RFP
January 28, 2021	Deadline for Submission of Proposals
February 15, 2021	Interviews (If necessary)
February 24, 2021	Anticipated Award of Contract
March 1, 2021	Anticipated Commencement of Services

The City of Montebello may, at its discretion, adjust any or all of these proposed tentative timeline dates.

H. QUESTIONS

This request is issued for the City by the Public Works Department. All questions regarding this Request for Qualifications shall be directed to the contact person listed below by phone or email, and answers will be forwarded to all firms at the discretion of the City. The contact information is as follows:

City of Montebello Public Works Department
James Enriquez, P.E.
Director / City Engineer
Tel: (323) 887-1462 | Email: jenriquez@cityofmontebello.com

I. ENCLOSURES

1. Sample Master Retainer Agreement

AGREEMENT NO. 2021-XXXX
MASTER RETAINER AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
BETWEEN THE CITY OF MONTEBELLO AND

THIS MASTER RETAINER AGREEMENT for professional architectural and engineering design services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and _____, (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on _____, and shall expire on _____. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

MASTER RETAINER AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
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A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,
Montebello, CA 90640
(323) 887-4640
jenriquez@cityofmontebello.com

B. For the Consultant:

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.

D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.

E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.

3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as architectural and engineering design services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for

completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed _____ dollars with no cents (\$_____.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

MASTER RETAINER AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
Page 4

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)
7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. **BUSINESS LICENSE.** The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. **INDEPENDENT CONTRACTOR.**

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

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

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

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. CONFLICT OF INTEREST.

The 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 the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require

the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly

waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

- A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- C. Worker's Compensation insurance as required by the laws of the State of California.

MASTER RETAINER AGREEMENT
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Page 8

D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars (\$1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an Additional Insured.

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

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance provided by the Consultant shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Consultant's insurance and shall not contribute with it.

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

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall either reduce or eliminate the

deductibles or self-insured retentions with respect to the City, or the Consultant shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by the Consultant shall not be construed as a limitation of the Consultant's liability or as full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. 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 the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

All data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the Consultant without prior written consent by the City. The City shall grant such consent if disclosure is legally required. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and 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 the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

- B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.
- C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

- A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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

17. ASSIGNMENT. The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.

- 18. COMPLIANCE WITH LAWS.** The 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 services 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 the 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 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 19. PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. Mark Hanna shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.
- 20. MUTUAL COOPERATION.** The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.
- 21. RECORDS AND INSPECTIONS.** The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 22. PERMITS AND APPROVALS.** The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.
- 23. SURVIVING COVENANTS.** The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, 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. The 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.

25. HEADINGS. The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

- A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.
- B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.

- C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be Los Angeles County, California.

- 28. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

- 29. SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 30. ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom

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FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
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shall be effective and binding only if made in writing and executed by the City and the Consultant

31. MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF MONTEBELLO

“CONSULTANT”

René Bobadilla, P.E.
City Manager

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

Exhibit A

Scope of Work

Exhibit B

Sample Engagement Letter

_____, 20__

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT:

AGREEMENT NO. _____

TASK NO. _____

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage _____ (the "Consultant") to provide architectural and engineering design services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. _____) approved by the City Council on _____, 20__ and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed _____ dollars (\$_____.__), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on _____ and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq.*, Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

[INSERT CONSULTANT NAME]

Recommended By:

René Bobadilla, P.E.
City Manager

By: _____

Its: _____

Date: _____

Approved By:

City Attorney

Date: _____

Exhibits:

- A. Scope of Work/Services under Engagement Letter and Cost Breakdown
- B. Master Agreement Fee Schedule

Exhibit C

Fee Schedule

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Consideration of an Urgency Ordinance to Establish a Temporary Limit on the Charges Imposed by Third-Party Delivery Services on Local Retail Food Establishments During the COVID-19 Pandemic and for 90 Days After the County/State Order Prohibiting On-Premises Dining is Lifted**

DATE: January 13, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Introduce, waive reading, and consider adoption by a 4/5th vote an Urgency Ordinance to establish a temporary limit on the charges imposed on local retail food establishments by third-party delivery services during the COVID-19 pandemic and for 90 days after the County/State Order prohibiting on-premises dining is lifted; and
- 2) Find that the recommended action is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines per Section 15061(b)(3), the General Rule that CEQA only applies to projects that may have a significant effect on the environment.
- 3) Take such additional, related action that may be desirable.

BACKGROUND

The novel Coronavirus ("COVID-19") pandemic has forced profound changes in the way residents and businesses access food and other services. Among other restrictions, the stay-at-home orders barring restaurants from dine-in services have compelled numerous local food providers to either close or convert to delivery-only service.

Consideration of an Urgency Ordinance to Establish a Temporary Limit on the Charges Imposed by Third-Party Delivery Services on Local Retail Food Establishments During the COVID-19 Pandemic and for 90 Days After the County/State Order Prohibiting On-Premises Dining is Lifted

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Third-party food delivery companies such as Uber Eats, DoorDash, Grubhub, and Postmates have stepped in to fulfill an essential need by providing residents with delivery from local restaurants. However, these companies charge restaurants commissions that can reach anywhere from 5 percent to 30 percent, potentially wiping out any profit that a local business might make from a delivery order. With an increasing amount of food delivery business being performed through online third-party services, restaurants must comply with these companies' steep fees or risk losing customers.

Several local jurisdictions have taken legislative steps to place a cap or limit on the percentage charged by third-party food delivery services in an effort to assist local restaurants in danger of closing due to the COVID-19 pandemic, and the exorbitant rates charged during this emergency.

The proposed ordinance will address the urgent need to protect local business and residents by making it unlawful for a third-party food delivery company to charge a restaurant more than 20% of the purchase price of each online order (which includes fees, commissions, costs and delivery fees) and make it unlawful for any third-party food delivery company to charge a restaurant a delivery fee that totals more than 15% of the purchase price of each online order.

ANALYSIS

On March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency within the State of California ("State") due to the threat posed by Novel Coronavirus ("COVID-19"). On March 4, 2020, the Los Angeles County Health Officer issued a Declaration of Local Health Emergency due to the introduction of COVID-19 cases to Los Angeles County. On March 4, 2020, Los Angeles County Board of Supervisors ("Board") concurred and issued a Proclamation ("Proclamation") declaring a local emergency within the County of Los Angeles ("County") regarding the imminent spread of COVID-19.

Since then, there have been numerous Federal, State, and County orders pertaining to restrictions and limitations on businesses, services, and activities in an attempt to limit and control the spread of COVID-19.

The most recent State order has resulted in the temporary closure of restaurants (retail food establishments), limiting sales of food to takeout and delivery only.

Consideration of an Urgency Ordinance to Establish a Temporary Limit on the Charges Imposed by Third-Party Delivery Services on Local Retail Food Establishments During the COVID-19 Pandemic and for 90 Days After the County/State Order Prohibiting On-Premises Dining is Lifted

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Additionally, the Los Angeles County Public Health Department has adopted a similar order that was challenged in court, but such order is still subject to appeal. If the court action is successfully appealed, it is likely that the County order restricting restaurants would extend beyond the State order.

Takeout and delivery only options for restaurants severely strain their viability. Many restaurants rely on third-party delivery services that charge fees that further jeopardize the continued operation of those restaurants. The further negative impacts of such circumstances are set forth in the recitals in the attached draft Urgency Ordinance.

If adopted, the attached Urgency Ordinance would impose a temporary limit on the delivery fees that can be charged by a third-party food delivery service. The Ordinance does not include a criminal penalty, however, violation of the Ordinance would expose the third-party food delivery service to civil liability, enforceable via court action by any restaurant aggrieved by the failure to comply with the Ordinance.

Similar ordinances have been adopted by surrounding communities, including the unincorporated areas of Los Angeles County and the cities of Alhambra, South Pasadena, Pasadena, West Hollywood, and Los Angeles.

ENVIRONMENTAL

The action proposed herein is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b)(3), the "General Rule" provision of CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The approval of the proposed Ordinance would limit fees paid and have no impact on the environment.

FISCAL IMPACTS

The proposed Ordinance will not result in any immediate fiscal impact to the City, but the potential benefit of keeping local businesses open, will likely result in future economic benefits to the City. Nevertheless, given the uncertainty involved in the current state of emergency, any potential economic benefits derived from the action at hand cannot be determined with certainty.

Consideration of an Urgency Ordinance to Establish a Temporary Limit on the Charges Imposed by Third-Party Delivery Services on Local Retail Food Establishments During the COVID-19 Pandemic and for 90 Days After the County/State Order Prohibiting On-Premises Dining is Lifted

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SUMMARY

The City Council is being asked to: (1) consider adopting by a 4/5th vote an Urgency Ordinance to establish a temporary limit on the charges imposed by third-party delivery services on local retail food establishments during the COVID-19 pandemic and for 90 days after the County/State orders prohibiting on-premises dining is lifted; (2) find that the proposed action is exempt from CEQA; and (3) take such additional, related action(s) that may be desirable.

ATTACHMENT

Attachment A: Ordinance

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO TO ESTABLISH A TEMPORARY LIMIT ON THE
CHARGES IMPOSED BY THIRD-PARTY DELIVERY SERVICES ON
RETAIL FOOD ESTABLISHMENTS DURING THE COVID-19 EPIDEMIC
AND FOR 90 DAYS AFTER THE COUNTY/STATE ORDER
PROHIBITING ON-PREMISES DINING IS LIFTED**

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency within the State of California ("State") due to the threat posed by Novel Coronavirus ("COVID-19");

WHEREAS, on March 4, 2020, the Los Angeles County Health Officer issued a Declaration of Local Health Emergency due to the introduction of COVID-19 cases to Los Angeles County;

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board") concurred and issued a Proclamation ("Proclamation") declaring a local emergency within the County of Los Angeles regarding the imminent spread of COVID-19;

WHEREAS, on March 19, 2020 Governor Newsom issued an Executive Order that requires all persons to remain at home to the extent possible and requires all non-essential businesses to be closed;

WHEREAS, on March 21, 2020 the Los Angeles County Department of Public Health issued a clarifying Safer at Home order, requiring all persons to remain at home to the extent possible, unless engaged in essential business;

WHEREAS, the Governor issued an order establishing tiers that allowed counties to gradually re-open businesses, services and venues over time through a reduction in transmission rates;

WHEREAS, in light of worsening numbers, the Governor issued a subsequent order dividing the State into five regions, and dramatically limited businesses, services and activities based upon available intensive care hospital space;

WHEREAS, restaurants have been limited to only providing takeout and delivery service through at least the end of January 2021 and possibly longer under the State

order restricting restaurants to takeout and delivery offerings only has placed a sudden and severe financial strain on many restaurants, particularly those that are small businesses that already operate on thin margins, adding to financial pressures including, the increased cost of acquiring ingredients as a result of the COVID-19 crisis;

WHEREAS, many consumers and retail food establishments use third-party food delivery services and due to the high fees imposed by third-party food delivery services (ranging from 5 to 30 percent), retail food establishments must increase their prices to stay in business;

WHEREAS, residents who rely on food delivery may be unable to absorb increased food prices and some retail food establishments being charged high fees struggle to remain financially viable;

WHEREAS, restaurants, and particularly restaurants that are smaller businesses, have limited bargaining power to negotiate lower fees with third-party platforms given the market saturation of third-party platforms and the financial strains restaurants are facing during this period of emergency;

WHEREAS, if these retail food establishments close, their workers will lose employment, which affects their ability to feed and shelter their families;

WHEREAS, the Los Angeles County Department of Public Health has issued an order prohibiting dine-in and outdoor dining at restaurants, which order was overturned, but is still subject to appeal by Los Angeles County, and if successfully appealed, that order would again prohibit any dining at restaurants once the State order is lifted;

WHEREAS, California Government Code section 8630 et seq. authorizes the City to declare a local emergency, which the City Council of the City of Montebello ("City Council") declared at an emergency meeting on March 12, 2020 with subsequent action on March 16, 2020;

WHEREAS, this Ordinance is meant to be temporary in nature and only intended to promote the stability, safety, and healthy operations within restaurants and food markets in the City during the COVID-19 pandemic outbreak, and to prevent avoidable business closures thereby serving the public peace, health, safety, and public welfare and ensuring jobs and economic vitality within the City, while also preventing further spread of the virus; and

WHEREAS, California Government Code sections 8634, 36934 and 36937 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council.

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

SECTION 1. Recitals and Findings. The preceding Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Definitions.

a. "Covered Establishment" means a retail food establishment that offers, in a single commercial transaction over the internet, whether directly or through third-party food delivery services, the sale and same-day delivery of food to customers from one or more retail locations within the City.

b. "Customer" means any person, firm, or association who makes use of a third-party food delivery service for the purpose of obtaining food from a retail food establishment.

c. "Delivery Fee" means a fee charged by a third-party food delivery service for providing a retail food establishment with a service that delivers food from such establishment to customers. The term does not include any other fee that may be charged by a third-party food delivery service to a food service establishment, such as fees for listing or advertising the food service establishment on the third-party food delivery service platform or fees related to processing the online order, including but not limited to, service fees, fees for facilitating customer pick-up, and credit card processing fees.

d. "Food" means all articles and substances used for food and drink, confectionary or condiment whether simple or compound, and all ingredients and components used in the preparation thereof.

e. "Online Order" means any order placed by a customer through or with the assistance of a platform provided by a third-party food delivery service, including a telephone order.

f. "Purchase Price" means the total price of the items contained in an online order that are listed on the menu of the retail food establishment where such order is placed. Such term does not include taxes, gratuities and any other fees that may make up the total cost to the customer of an online order.

g. "Retail Food Establishment" means and includes any restaurant, delicatessen, bakery, coffee shop, or other eat-in or carry-out service of processed or prepared raw and ready-to-eat food or beverages.

h. "Third-Party Food Delivery Service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pickup of food and beverages from, no fewer than 20 food service establishments located in the City that are owned and operated by different persons.

i. "Worker" means any person working for a third-party food delivery service.

SECTION 3. Fee Limits. It shall be unlawful for a Third-Party Food Delivery Service to charge a Covered Establishment:

a. Any combination of fees, commissions or costs that total more than 20 percent (20%) of the Purchase Price of each Online Order. Fees, commissions or costs includes a Delivery Fee.

b. A Delivery Fee that totals more than 15 percent (15%) of the Purchase Price of an Online Order;

c. Any fee, commission, or cost other than as permitted in subdivisions (a) and (b), above.

SECTION 4. Reporting of Fees. The Third-Party Food Delivery Service shall disclose to the customer an accurate, clearly identified, and itemized cost breakdown of each transaction, including, but not limited to, the following:

a. The Purchase Price of the food and beverages at the cost listed on the Covered Establishment's menu;

b. Each and every fee, commission, or cost charged to the Covered Establishment, including any Delivery Fee;

c. Each and every fee, commission, or cost charged to the Customer by the Third-Party Food Delivery Service; and

d. Any tip or gratuity that will be paid to the person delivering the food or beverages.

e. None of the fees, commissions, or costs in subdivisions (a) through (d) above, may be combined together.

SECTION 5. Protection of Gratuities. It shall be unlawful for a Third-Party food delivery service to reduce the compensation, including any tip or gratuity, paid to any Worker as a result of the prohibitions in this Ordinance. Any tip or gratuity shall be paid by the Third-Party Food Delivery Service, in its entirety, to the person delivering the food or beverages.

SECTION 6. Grace Period. A Third-Party Food Delivery Service shall not be found in violation of this Ordinance for the first seven days after its effective date, if it imposes a fee in excess of the fee limit in Section 2, provided it refunds the excess fee to the covered establishment no later than 14 days after the effective date of this Ordinance.

SECTION 7. Penalties and Enforcement.

a. In addition to any existing legal remedies, if a Third-Party Food Delivery Service Charges a covered establishment fees that violate this Ordinance, the Covered Establishment shall provide written notice to the Third-Party Food Delivery Service requesting a refund within seven days. If the Third-Party Food Delivery Service does not provide the refund requested after seven days or the Third-Party Food Delivery Service continues to charge fees in violation of this Ordinance after the initial notice and seven-day cure period, a Covered Establishment may enforce this Ordinance by means of a civil action seeking damages and injunctive relief. The prevailing party in any such action shall be entitled to an award of reasonable attorney fees.

b. Violations under this Ordinance shall accrue on a daily basis and for each day Covered Establishment are charged a fee in violation of this Ordinance.

c. Notwithstanding any provision of this Ordinance, or any other ordinance to the contrary, no criminal penalties shall attach for violation of this Ordinance.

SECTION 8. Urgency Declaration; Effective Date. The City Council finds and declares that the adoption and implementation of this Ordinance is necessary for the immediate preservation and protection of the public peace, health and safety as detailed above and as this Ordinance is an emergency response measure aimed at ensuring the vitality and return of the restaurant industry after closure and limited operations. This Ordinance shall become effective immediately and shall terminate 90 days after the County and State permit restaurants to offer dine-in service, without limitation, or upon the termination of the COVID-19 local emergency, whichever comes first. If the restrictions are lifted, but then reinstated within such 90-day period, this Ordinance shall remain in effect until a full 90 days without restrictions have transpired.

SECTION 9. If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this Ordinance are declared to be severable. This Ordinance would have been adopted and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

SECTION 10. The City Clerk shall certify the adoption of this Urgency Ordinance and shall cause this Ordinance to be published by title and summary in the manner required by law.

SECTION 11. For the reasons set forth above in the recitals, this Ordinance is an Urgency Ordinance and shall take effect immediately upon adoption by a 4/5th vote of the City Council, due to the immediate need to protect the public health, safety and welfare.

PASSED, APPROVED AND ADOPTED this 13th day of 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 13th day of January, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk
(seal)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

SUBJECT: **Authorize the City of Montebello to participate in the Washington Boulevard Coalition Economic Analysis and Connectivity Study as a member of the Washington Boulevard Light Rail Transit Coalition**

DATE: January 13, 2021

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the City Manager to participate in a four-city Economic Analysis and Connectivity Study as part of the Washington Boulevard Light Rail Transit Coalition; and,
2. Amend the Fiscal Year 2020-21 adopted budget by increasing appropriations by \$70,000 in the Measure M Fund (Account No. 222-30-300-6040.10); and,
3. Take additional steps necessary per the Washington Boulevard Light Rail Transit Coalition Memorandum of Understanding.

BACKGROUND

On September 25, 2019, the City Council approved a Memorandum of Understanding (MOU) between the City of Commerce, City of Pico Rivera, City of Santa Fe Springs and the City of Whittier, collectively, these entities are referred to as the Washington Boulevard Light Rail Transit Coalition. The purpose of the Coalition is to cooperatively pursue the extension of the Metropolitan Transportation Authority (Metro) Eastside Gold Line Phase II light rail project. This Metro led Project will extend Gold Line light rail service east from the current terminus at Pomona and Atlantic Boulevards towards the City of Whittier.

A broad stakeholder coalition, which includes employers, educators, community members, health care providers and local governments, has coalesced to advocate for the Washington Boulevard alignment in the upcoming eastside extension of the Metro Gold Line light rail segment.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF JANUARY 13, 2021
Authorize the City of Montebello to participate in the Washington Boulevard Coalition Economic Analysis and Connectivity Study as a member of the Washington Boulevard Light Rail Transit Coalition
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Over the last several years, the following coalition cities have participated in advocating for the Washington Blvd. alignment: Whittier, Santa Fe Springs, Pico Rivera, Commerce and Montebello that joined in September of 2019. The various cities have dedicated countless hours studying, meeting, advocating, and engaging stakeholders. The cities support the Washington Boulevard alignment over other proposed alignments for the following reasons:

- It best supports regional land use objectives;
- It is projected to have the highest number of riders;
- It provides access to transit to the highest number of low-income households and seniors;
- It provides services to the most transit-dependent populations;
- It allows the greatest overall user benefit hours, accessibility and connectivity;
- It connects communities by linking regional employment, education, shopping, healthcare, and homes; and
- It provides an environmentally-friendly alternative to the detrimental impacts of freeway commuting and congestion and is an investment in a traditionally-underserved region

In May 2017, Metro completed the Eastside Transit Corridor Phase 2 Technical Study, at which time the Metro Board directed the re-initiation of the environmental review process to assess the benefits and impacts of a State Route (SR) 60 Freeway alternative, the Washington Boulevard alternative, and a combined alternative.

At their January 2018 meeting, the Metro Board adopted the “Twenty-Eight by ’28” plan to complete twenty-eight major projects in advance of the 2028 Los Angeles Summer Olympics and Paralympics. Eight of the twenty-eight projects have been deemed “aspirational” and are not fully funded before the accelerated project completion date. In May 2019, the Metro Board reiterated their commitment to the four pillar projects on the “Twenty-Eight by ’28” plan, including the Gold Line Eastside Extension Phase II.

ANALYSIS

The Washington Boulevard alternative proposes a light rail station at the intersection of Greenwood Avenue and Washington Boulevard. This station can potentially have positive impacts such as:

- Economic Development opportunities
- First/Last mile improvements
- Transit Orientated Development opportunities
- Job creation
- Mobility for transit-dependent riders

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF JANUARY 13, 2021
Authorize the City of Montebello to participate in the Washington Boulevard Coalition Economic Analysis and Connectivity Study as a member of the Washington Boulevard Light Rail Transit Coalition
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- Decrease in traffic congestion

As the activities of the Coalition have progressed, a need for closely coordinated responses, advocacy, and monitoring has arisen. With the anticipated progression of the project, it is imperative that the City of Montebello begin assessing the impacts and benefits the Washington Boulevard alternative can bring to the south side of the City. The opportunity to create an Economic Analysis and Connectivity Study that envisions what the potential is for a true infill project around the planned station can be transformational for the surrounding area.

As part of the existing MOU, each City agreed to pay their proportional amount for fiscal and administrative costs related to the completion of the goals and purpose stated in the MOU. In mid-2020, the Coalition cities agreed to circulate a Request for Proposal (RFP) for the economic impact analysis for the corridor led by the City of Whittier. During the October 29, 2020 Coalition meeting all the Cities, with the exception of the City of Pico Rivera, agreed to retain Cordoba Corporation to help advance the Project forward and complete a streamlined work flow designed to meet the goals and objectives of the Coalition. The City of Pico Rivera initiated their own study and is not participating in this cost-sharing analysis. Further, this Economic Analysis and Connectivity Study will serve as a supporting document to the general plan that the City of Montebello is currently undertaking. The cost for the scope of services Cordoba Corporation outlined in their proposal will be \$274,605 that will be split between four of the coalition cities, which brings each City's share to \$68,651.

Staff recommends that the City approve an appropriation of Metro Local Return Measure M funds in the amount not-to-exceed \$70,000 to cover its share for the Economic Analysis and Connectivity Study to help identify how each city may maximize economic and housing opportunities from the potential of regional transportation light rail expansion. The City of Whittier is the lead agency of the Coalition and will issue and manage the professional services agreement with Cordoba Corporation.

FISCAL IMPACT

Authorize the City Manager to participate in a four-city Economic Analysis and Connectivity Study as part of the Washington Boulevard Light Rail Transit Coalition in the amount not-to-exceed \$70,000 of Measure M Local Return Funds under the Washington Boulevard Light Rail Transit Coalition Memorandum of Understanding.

City Council is being asked to increase appropriations in the Measure M Fund (Account No. 222-30-300-6040.10) to providing adequate funding for Montebello's share of the study. Sufficient funds exist in Fund 222 for this purpose, and Staff will work with Metro to update planning documents showing use of Measure M funds for this purpose.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF JANUARY 13, 2021
**Authorize the City of Montebello to participate in the Washington Boulevard
Coalition Economic Analysis and Connectivity Study as a member of the
Washington Boulevard Light Rail Transit Coalition**
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ATTACHMENTS

Attachment A: Memorandum of Understanding – September 25, 2019

Attachment B: Cordoba Proposal to perform Economic Analysis and Connectivity
Study

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COMMERCE, THE CITY OF MONTEBELLO, THE CITY OF PICO
RIVERA, THE CITY OF SANTA FE SPRINGS, AND THE CITY OF WHITTIER
REGARDING
THE METRO GOLD LINE EASTSIDE EXTENSION PHASE II**

This Memorandum of Understanding ("MOU"), is made and entered into as of the date of the last signature set forth below by and between the City of Commerce, a municipal corporation, the City of Montebello, a municipal corporation, the City of Pico Rivera, a municipal corporation, the City of Santa Fe Springs, a municipal corporation, and the City of Whittier, a municipal corporation, collectively, these entities shall be known herein as "The Washington Boulevard Light Rail Transit Coalition" or "Parties" or individually as "Party."

WITNESSETH

WHEREAS, The Washington Boulevard Light Rail Transit Coalition, local businesses, and residents advocate for the extension of the Gold Line along Washington Boulevard (the "Extension"); and

WHEREAS, The Extension will serve communities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, South Whittier, and other unincorporated Los Angeles County neighborhoods; and

WHEREAS, Ridership is estimated to exceed 19,000 in today's ridership standards; and

WHEREAS, The Extension will help connect communities to jobs, housing, education, healthcare, shopping, entertainment, and to each other; and

WHEREAS, The Extension will provide transit to disadvantaged residents, many with limited or no access to private vehicles, it will improve traffic congestion, and reduce air pollution; and

WHEREAS, The Extension will provide significant opportunities for economic growth and positive community transformation while supporting regional land use objectives.

NOW, THEREFORE, In consideration of the mutual benefits to be derived by the Parties, and of the promises herein contained, it is hereby agreed as follows:

Section 1. Recitals.

The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose.

The purpose of this MOU is to cooperatively pursue the extension of the Gold Line along Washington Boulevard. The Parties will seek funding and approvals for the extension of the Gold Line along Atlantic and Washington Boulevards—originating near the current East Los Angeles Civic Center terminus of West Gold Line and terminating in the City of Whittier—with a 50 or 100 year long range plan allowing for a possible extension to Orange County and beyond.

Section 3. Cooperation.

The Parties shall fully cooperate with one another to attain the purpose of this MOU as described in Section 2 above.

Section 4. Voluntary.

This MOU is voluntarily entered into for the purpose of advocating and pursuing the extension of the Gold Line along Washington Boulevard.

Section 5. Term.

This MOU shall become effective on the date of the final execution by the Parties and shall remain in effect until terminated by the Parties as set forth herein.

Section 6. Annual Budget and Proportional Costs.

The Parties agree that the City of Whittier shall be the lead agency for purposes of fiscal and administrative matters. The Parties agree that the adoption of an annual budget shall be subject to unanimous approval. The parties further agree to pay their proportional amount to the City of Whittier for fiscal and administrative costs related to the facilitation of the goals and purpose as stated in the MOU ("Proportional Costs") for consultants and special projects. Such consultant and special project costs incurred outside the adopted budget shall be subject to 4/5 supermajority approval. The City of Whittier shall provide the parties with a statement of costs on a quarterly basis. Following the adoption of this MOU, the Administrative Committee (as defined in Section 7) shall present options for calculating the Proportional Costs for the Governing Board's (as defined in Section 7) consideration. The Governing Board shall approve a Proportional Costs formula by supermajority vote. No Party shall be responsible for any costs pursuant to this Section or Section 8 until such time that the Governing Board approves a Proportional Costs formula.

Section 7. Organizational Structure.

The Washington Boulevard Light Rail Transit Coalition shall consist of a Governing Board comprised of one (1) designated elected official from each Party headed by a chair and vice chair and an Administrative Committee comprised of city managers (or his or her

designee) from the Parties headed by a chair and vice chair. The Administrative Committee shall provide professional guidance and policy research in support of recommendations to the Governing Board and shall administer the terms and conditions of this MOU on behalf of their respective Party.

Section 8. Initial Contribution and Expenditures.

Each party shall make an initial contribution in the amount set forth in the approved Proportional Costs formula, which shall be used for reasonable and necessary costs consistent with the purpose of this MOU. The initial contribution shall be applied towards each Party's respective Proportional Costs share as determined under Section 6. The Governing Board shall approve all expenditures of funds.

Section 9. General Agreements and Acknowledgements.

The Parties agree that:

- a. The Light Rail Line is the preferred option (as opposed to high speed, or dedicated bus lanes);
- b. The preferred route is one that is below grade through East Los Angeles;
- c. They will advocate for routes approved by impacted communities and cities, while supporting mobility and environmental justice goals;
- d. They will pursue connecting East Los Angeles Civic Center with Citadel Outlets (which draws more visitors on a yearly basis than the Disneyland Parks) with PIH Health Hospital Campus, along with major employment centers in the City of Commerce;
- e. Nine (9) light rail stations can spur revitalization and reinvestment;
- f. The Army Corps of Engineers, Caltrans, and the Los Angeles County Flood Control District are additional stakeholders;
- g. Any funds deposited by the Parties be used for the purpose and administration of this MOU;
- h. The Parties are, and shall at all times remain as to each other, wholly independent entities;
- i. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses identified in Section 12(a).
- j. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, neither Party

may assign its respective rights or obligations under this MOU without the prior written consent of the other Parties

Section 10. Indemnification.

To the fullest extent permitted by law, the City of Whittier, the City of Pico Rivera, the City of Montebello, the City of Commerce, and the City of Santa Fe Springs agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party or Parties responsible for liability to the other will indemnify the other Party or Parties to this MOU for the percentage of liability determined.

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

Section 11. Termination.

- a. This entire MOU may be terminated by mutual agreement of all Parties. A Party may initiate the termination process by submitting a thirty days' (30-days') written request to terminate this entire MOU to the rest of the Parties. The entire MOU will not be considered terminated, until and unless, all the Parties that are members of this MOU at the expiration of the thirty-days' (30-days') notice agree to terminate the MOU in its entirety. If the MOU is terminated, all Parties that are members of this MOU as of the date of MOU termination, shall be entitled to the remaining funds, after all outstanding costs or expenses are paid, in accordance with approved Proportional Costs formula approved under Section 6. Any completed work shall be owned by all Parties.

- b. A Party may opt out of this MOU at any time by submitting in writing to the remaining Parties its intent to opt out. If a Party opts out of this MOU it forfeits all monies apportioned to the Party and its right to work completed through this MOU.

Section 12. General Provisions.

- a. Notices. Any and all notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Party representative at the address as follows:

Rene Bobadilla
City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
rbobadilla@cityofmontebello.com

Steve Carmona
City Manager
City of Pico Rivera City Hall
6615 Passons Boulevard
Pico Rivera, CA 90660
(562) 801-4379

Edgar P. Cisneros
City Manager
City of Commerce
2535 Commerce Way
Commerce CA 90040
(323) 722-4805
ECisneros@ci.commerce.ca.us

Jeff Collier
City Manager
City of Whittier
13230 Penn Street
Whittier, CA 90602
(562) 567-9300
jcollier@cityofwhittier.org

Raymond R. Cruz
City Manager
City of Santa Fe Springs
11710 E. Telegraph Road

Santa Fe Springs, CA 90670
(562) 409-7510
rcruz@santafesprings.org

Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth above.

- b. Administration. For the purpose of this MOU, the parties hereby designate as their respective Party representatives to the Administrative Committee the persons named as follows:

Rene Bobadilla
City Manager
City of Montebello

Steve Carmona
City Manager
City of Pico Rivera

Edgar P. Cisneros
City Manager
City of Commerce

Jeff Collier
City Manager
City of Whittier

Raymond R. Cruz
City Manager
City of Santa Fe Springs

The designated Party representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

- c. Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

- d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except in writing signed by all the Parties.
- f. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- g. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h. No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i. Entire MOU. This MOU constitutes the entire MOU of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous MOUs, whether written or oral, with respect thereto.
- j. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k. Counterparts. This MOU 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 MOU.
- l. Represented by Counsel. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties and shall be rectified by amending this MOU as described in paragraph 12(e).
- m. Authorized to Sign. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this MOU on behalf of such Party.

n. No Financial Obligation. Each Party shall have no financial obligation to the other Parties of this MOU, except as herein expressly provided.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

CITY OF PICO RIVERA

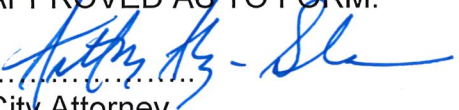
Date: 1/21/2020

By: 
Steve Carmona,
City Manager

ATTEST:

By: 
Anna M. Jerome, CMC
City Clerk

APPROVED AS TO FORM:


.....
City Attorney

By: Arnold M. Alvarez Glasman

THE CITY OF SANTA FE SPRINGS

Date: 10/25/19

By: Raymond R. Cruz
Raymond R. Cruz
City Manager

ATTEST:

By: [Signature]
Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

[Signature]
.....
City Attorney

By: Ivy M. Tsai

THE CITY OF MONTEBELLO

City Manager:



Rene Bobadilla

Date: 11/21/19

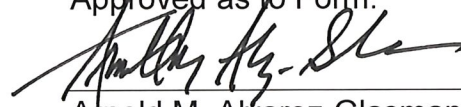
Attest:



Irma Barajas, City Clerk

Date: 12-17-19

Approved as to Form:



Arnold M. Alvarez-Glasman
City Attorney

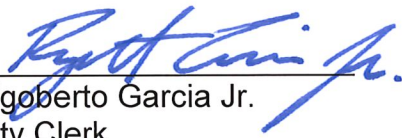
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THE CITY OF WHITTIER

Date: 11-18-2019

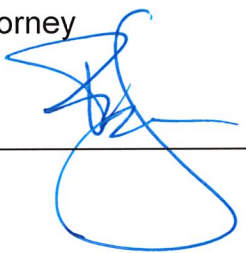
By: 
Jeff Collier
City Manager

ATTEST:

By: 
Rigoberto Garcia Jr.
City Clerk

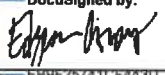
APPROVED AS TO FORM:

.....
City Attorney

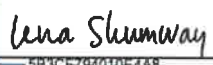
By: 

THE CITY OF COMMERCE

Date: 10/21/2019

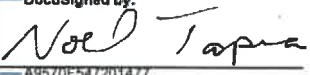
DocuSigned by:
By: 
Edgar P. Cisneros
City Manager

ATTEST:

DocuSigned by:
By: 
Lena Shumway
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

DocuSigned by:
By: 
Noel Tapia

**CORDOBA CORPORATION**

LOS ANGELES • SAN FRANCISCO • SANTA ANA • SAN DIEGO

November 4, 2020

Washington Blvd. Light Rail Transit Coalition
c/o Brian Saeki, City Manager
City of Whittier
13230 Penn Street
Whittier, CA 90602

SUBJECT: Revised Proposal to Perform Economic Analysis and Connectivity Study

Dear Mr. Saeki:

Cordoba Corporation is pleased to resubmit this proposal to the Washington Blvd. Light Rail Transit Coalition to provide professional services for an Economic Analysis of Impacts & Beneficial Opportunities Associated with the Metro Gold Line Washington Boulevard Alignment.

For this project, Cordoba Corporation has teamed with Gruen Associates to provide urban planning and design, TOD/FLM planning and landscape architecture; as part of contract negotiations we will work with the Coalition Cities to identify a mutually acceptable subconsultant with expertise in financial and economic analyses. We have maintained resource and cost estimates for this future subconsultant in order to allow the Coalition to understand the complete potential cost of our proposed work program.

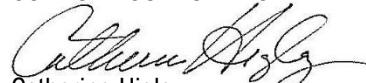
We understand that one member of the Coalition has opted not to participate in the study. We have adjusted our resource allocation and cost estimate to reflect a reduced study area as a result of the withdrawal of one member-city.

The schedule for this project is extremely limited. with a start date 6 weeks from submittal, or approximately November 16, and completion date of December 2020, there are approximately 24 to 27 working days. We understand that, with the withdrawal by Metro of the Pillar Projects pushing the estimated completion of the Eastside Extension to 2035, there may be less urgency and therefore more flexibility in the project schedule. We believe a more "relaxed" schedule would be beneficial to both the technical team and the Coalition Cities.

We look forward to explaining our streamlined work approach in more detail in a future interview. We are excited and committed to working with the cities to identify how you may make the best advantage of the potential opportunities and benefits of a significant regional transportation system upgrade in your cities.

If you have any questions or concerns in reviewing this proposal, please do not hesitate to call me ((714) 342-2309) or chigley@cordobacorp.com) or Randall Martinez ((562) 587-1031) or rmartinez@cordobacorp.com). This proposal is valid for a period of ninety (90) days.

Sincerely,
CORDOBA CORPORATION


Catherine Higley

EXECUTIVE SUMMARY

TEAM QUALIFICATIONS

To provide professional services for the Economic Analysis of Impacts & Beneficial Opportunities Associated with the Metro Gold Line Washington Boulevard Alignment (the Project) Cordoba Corporation has assembled a team of professionals well-regarded in the industry for their particular expertise, and intimately familiar with the corridor and the Coalition cities. Enhancing our considerable expertise in transportation engineering and planning, familiarity with and involvement in the Metro Eastside Extension (Gold Line) Phase II, and our experience with the Coalition cities, Cordoba Corporation is pleased to offer the services of Gruen Associates for urban design, land use planning and architecture. We will work with the Coalition to identify a subconsultant for fiscal impact and economic market analysis. The directly related experience this team brings to the project will allow us to streamline the requested scope of services to provide the Coalition and member cities with concepts and strategies developed from careful analyses and reliable information, within the timeframe identified in the proposal.

The following highlights key project experience relevant to the expertise required to complete the current project:

Cordoba Corporation

Metro Eastside Extension Phase II, Los Angeles County, CA

Santa Ana-Garden Grove (OC) Streetcar, Orange County, CA

California High Speed Rail Program Management, CA

Gruen Associates

Exposition Corridor Transit Neighborhood Plans (Expo TNP) and Five Streetscape Plans

Los Angeles, California

Eco-Rapid Transit West Santa Ana Branch Corridor Station Area and Vision Plans

Vernon, Paramount and South Gate, California

High Quality Transit Area (HQT) Pilot Projects, SCAG Region of Southern California

LAWA Century Boulevard Streetscape Plan and LAX Design Guidelines

Los Angeles, California

Long Beach Downtown Master Plan, Long Beach CA

Catherine Higley will serve as Cordoba Corporation's Project Manager. She will be responsible for maintaining continuous communications with the City and the Coalition throughout the project duration in order to ensure that deadlines are met and products meet or exceed your expectations. Ms. Higley is a highly regarded professional with over 35 years working in the transportation planning and engineering fields. Ms. Higley has extensive experience with planning and implementation of transportation infrastructure projects for rail transit and highways throughout Southern California, including most recently the Santa Ana (Orange County) Streetcar currently under construction and the Metro Eastside Phase II project.

Ms. Higley will be supported by key senior members of Cordoba's staff including:

Sandra Cuevas, P.E. – Connectivity Task Lead: Ms. Cuevas is a senior project manager with Cordoba Corporation, with a strong understanding of the community and stakeholder roles in public projects. Serving as MS. Higley's Deputy Project Manager for the Santa Ana Garden Grove Streetcar Corridor Alternatives Analysis they successfully delivered the project for the City of Santa Ana and the Orange County Transportation Authority which was ultimately funded by FTA and is currently under construction. As Regional Manager for the HSR Program she has experienced firsthand the need to engage with communities and stakeholders early in the project development process and ultimately through design and construction.

Seda Yaghoubian, AICP, LEED AP - Visioning Task Lead: Ms. Yaghoubian brings more than thirty years of experience in municipal, regional and development planning. Since 1992, she has been providing planning, environmental and community outreach services to public and private clients. Her portfolio includes major award-winning municipal, regional, and international projects in land use, transportation, and environmental areas. She has extensive experience in projects dealing with major land development ventures involving complex development agreements and ownership structures, land use/transportation linkages, CEQA, NEPA and LEED-ND analysis, General and Master Plans, zoning, entitlement and growth management policy development.

Melissa de la Peña, P.E., Transportation Planning: Melissa de la Peña has established herself with over 25 years of experience in transportation engineering and management of large infrastructure projects throughout Southern California and for local municipalities throughout the region. She has managed the preparation of corridor studies, feasibility studies, project studies, design, and specifications and estimates - for highway, major urban transit, and complex interchange improvement projects. She is currently finishing her assignment as Project Manager for Eastside Transit Corridor Phase 2 Advanced Conceptual Engineering (ACE) and Urban Design from which she brings a wealth of directly relevant knowledge and information.

Lynnette Hartenian, Transit Oriented Development/First-Last Mile Planning: Ms. Hartenian has a planning background oriented toward finding solutions while considering the broader picture and has been responsible for diverse data collection and analysis assignments. She also has extensive experience supporting public outreach efforts for major transit projects including coordination, materials preparation and documentation. Ms. Hartenian also provides support to various engineering and planning professionals on major infrastructure projects in central and southern California.

Randall Martinez, Executive in Charge: Mr. Martinez is a proven executive manager who has successfully managed multidisciplinary project teams. His primary responsibility is advancing Cordoba's commitment to providing customized planning, engineering, management, and construction services to meet client needs. Towards that end, he will ensure that our Project Manager and the Coalition have ready access to the full capabilities of Cordoba Corporation to deliver this project under a constrained schedule.

Conrado N. Ayala, Technical Resourcing: As Senior Vice President of Transportation, Mr. Ayala is responsible for managing Cordoba's transportation planning and engineering resources companywide. In this role, he will oversee study progress and ensure that adequate staffing and resources are available to support the project.

Key members of the Gruen Associates include:

Elaine V. Carbrey, AIA, AICP – Planning: Ms. Carbrey brings more than 45 years of experience as Director of Planning/Urban Design for Gruen Associates. She participates in a full range of urban and regional planning, land use, urban design, master planning, transit, new communities planning, transportation, educational, environmental assessment and architectural projects.

Orlando Gonzalez – Urban Design: Mr. González has over 15 years of experience working on a variety of urban design and architecture projects, as well as taking a leadership role in many on-site charrettes. His experience includes feasibility studies and Specific Plans, pedestrian linkage plans and campus master planning. His projects

include the Century Boulevard Streetscape Plan, Expo TNP, The ARRIVE Corridor, SCAG City of Cerritos TOD Demonstration Project and Visioning for Marina Del Rey.

Larry Schlossberg, AIA, AICP, LEED AP BD+C – Architecture: Mr. Schlossberg is responsible for directing the design activities of Gruen Associates, which includes work in architecture, urban design and physical planning. He has completed projects that span the range of environmental design from interior design to new community planning. His practice is international, including major architectural, planning and design work in the US and overseas.

Kamille Parks – Urban Planning: Ms. Parks joined Gruen Associates in 2018 as an Assistant Urban Planner/Designer. Her designs and proposals enhance spaces through thoughtful urban design interventions. She has spearheaded team efforts to use GIS for housing and public park development site selection. She conducts site analyses studies through a combination of field surveys and GIS data consolidation to develop findings for development and Specific Plan proposals.

An Organization Chart and abbreviated resumes for key staff members are provided in the Team Qualifications section of the proposal.

METHODOLOGY AND SCOPE OF SERVICES

The Cordoba Team has thoroughly reviewed the Scope of Services provided in the Request for Proposal. While we would typically agree with the iterative planning process underlying the Scope of Services, the schedule identified for completion of the project does not permit the more time-intensive iterative process. With an anticipated start date in early to mid-November, and the approach of the holiday seasons, project work will be limited to approximately 24 to 27 days. Because of this constraint, the Cordoba Team is proposing a modified, streamlined study process that, we believe, will satisfy your goals and objectives for the study and provide you with the information you require in a timely manner. A Project Flow Chart included in the Methodology and Scope of Services section of this proposal depicts the process described in the Scope of Services.

With a front-end focus on virtual meetings with the Coalition as a whole and the individual cities, we look to streamline the concept development process. Following an intense week and a half of meetings and data collection/compilation, the team will formulate a Statement of Purpose and Need for the project and use this document to frame an analysis of Opportunities and Constraints. This information will be presented for review and concurrence to a Stakeholder Working Group (Stakeholder Working Group Meeting #1) comprised of city representatives and other key stakeholders.

Following the Working Group meeting, the Cordoba Team will spend the next two weeks conducting the analyses (Connectivity, and Economic Analysis and Visioning) to support a series of internal brainstorming charettes. The outcome of the charettes will be a Project Definition that defines specific urban design, transportation and economic development concepts and strategies for each city and the study area. This draft Project Definition will be presented at Stakeholder Work Group Meeting #2 for review and comment.

Upon receipt of comments on the Project Definition and resolution of issues, the report will be finalized and submitted to the Coalition. We will work with the Coalition, likely beyond the proposed completion date for the project to address any additional comments and finalize the report.

While the RFP had requested 15-day review periods for documents, this duration cannot be accommodated within a 27 day schedule. In our proposed Scope of Work, we have attempted to reduce the number and size of deliverables to a limited number of documents that can be reviewed quickly in a few days. The exception obviously is the final report. As indicated, we are prepared to work with the Coalition beyond the December 2020 completion date to finalize the report to your satisfaction.

PROJECT SCHEDULE

Consistent with the Request for Proposal, we have assumed a project start date approximately 6 weeks from proposal submittal or approximately November 16. With a desired completion date of December 2020, and accommodating the holiday schedules during November and December, there are approximately 24 to 27 working days for the schedule (depending on whether work can be conducted between Christmas and New Year). The Cordoba Team proposes to complete the streamlined scope of work within the 24 to 27 day timeframe as indicated in the schedule below.

RESOURCE ALLOCATION

Based on a project duration of approximately 27 working days, the Cordoba Team proposed to commit approximately 1,733 staff hours. These represent a significant number of senior staff hours where experience and expertise are essential to developing a quality product under a constrained schedule, along with analysis and production support staff.

COST PROPOSAL

A cost estimate to complete the project, broken down by task is presented in the Cost Proposal section. The cost estimates for each of the subconsultant team members are provided as Attachment A.

TEAM QUALIFICATIONS

TEAM MEMBERS



Cordoba Corporation is a California-based company founded in Los Angeles more than 35 years ago. From the beginning we have focused on projects in public infrastructure that provide strength and opportunities throughout California. Since our founding in 1983, we have successfully completed hundreds of projects in the Los Angeles region, evolving into one of the leading engineering, construction management and program management firms in the country. Engineering News Record (ENR) has ranked Cordoba Corporation as a Top 50 Program Management Firm and a Top 100 Construction-Management-for-Fee Firm in the nation. ENR is a national publication and the rankings recognize Cordoba Corporation's size and resources in the competitive market, which is significant given Cordoba's exclusive focus on projects in the State of California.

Cordoba's earliest projects were focused in public planning for transportation as the Los Angeles area started to develop its public transportation system. The firm's significant history and understanding of regional transportation includes experience on several projects that are foundational to current efforts such as the Metro Red Line East Side Extension—Alternative Analysis and FEIS/FEIR, LA County MTA Red Line Eastside Extension Draft EIR/EIS, and the Blue Line Connection Preliminary Planning Study.

Cordoba Corporation understands the need for combining technical expertise with an understanding of the local environment that comprises local/municipal regulations, client operations and goals, and the myriad of stakeholder requirements. Our success is driven by our ability to combine these critical elements in every project we undertake.

Cordoba Corporation currently employs over 400 full-time staff, which includes licensed professionals and technical support. Our core services include program management, design, construction management, and engineering. With nearly \$2.5 billion in construction projects currently under our management, we have been fortunate to provide critical contributions to the successful development of significant infrastructure throughout

the state of California.

For this project, Cordoba Corporation has supplemented our considerable planning and engineering resources with expertise in land use and urban design, and land use economics.

GRUENASSOCIATES **Gruen Associates**, established in 1946, provides internationally recognized planning, urban design, and landscape architectural services worldwide. Gruen Associates is the winner of the 2019 American Planning Association (APA) Los Angeles Segment Distinguished Leadership - Planning Firm Award and the 2015 Firm Award by AIA California. Gruen Associates has successfully worked on transit-related projects with agencies throughout Southern California including numerous projects for Metro. We have special expertise in transit station design (rail and bus), land use transit integration, transit-oriented communities/ developments (TOC/TOD), pedestrian and bicycle planning, and linkages in Southern California. Gruen Associates' strength in land use planning, architecture, urban design, and landscape architecture is derived from the completion of many planning and transportation-related projects coupled with a holistic approach to design.

Gruen Associates was the planner, architect, urban designer, and/or landscape architect for many of the constructed transit projects in Southern California including the San Fernando Valley East/West Transit Corridor (Metro Orange Line), the MOL Canoga Expansion, the Mid-City/Exposition Corridor Light Rail Transit Line – Phase 1, the Gold Line for Los Angeles to Pasadena, and the sbX E Street BRT Corridor (the Green Line) in San Bernardino County. Award-winning projects include the Union Station Master Plan, the ARRIVE Corridor, Redlands Passenger Rail Station Area Plan, SANBAG Land Use/Transportation Integration Plan and the Grossmont Trolley Station TOD in La Mesa. We recently collaborated with the City of Los Angeles on the Exposition Corridor Transit Neighborhood Plans for four Exposition LRT stations. We are currently working on the County of Los Angeles TOD Design Guidelines.

RELEVANT EXPERIENCE

Cordoba Corporation

Eastside Extension Phase 2, Los Angeles County, CA

Cordoba and HNTB have come together to form Cordoba HNTB Design Partners, Inc. to conduct the advanced conceptual engineering and urban design services. The team is responsible for all necessary data collection, coordination, design studies and design work in direct support or parallel to the development and completion of a supplemental/ recirculated draft EIS/environmental impact report (EIR) document and the subsequent final EIS/EIR as part of National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) requirements. The work includes refinement of the conceptual engineering plans and exhibits previously developed for the draft EIS/EIR to a 15% level of engineering calculations, design for three build alternatives and securing of regulatory approval from third-party agencies while addressing specific design issues raised by key stakeholders and communities in the target area. The team is coordinating with Metro's environmental, systems and public outreach teams.

California High-Speed Rail Program, Statewide, CA

Cordoba is part of the program management team (led by WS)) responsible for oversight of the development for preliminary engineering thru construction of the 700-mile California High Speed Rail System. Cordoba staff is responsible for program management services for the Southern California region. The proposed system

stretches from San Francisco, Oakland and Sacramento in the north, providing service to the Central Valley, continuing to Los Angeles and San Diego in the south. Cordoba staff work throughout the entire project (Northern, Central and Southern California) and provide both seconded personnel (who support the owner and program management activities directly) and regional management personnel (who are responsible for the oversight of significant sections of the system in southern California).

Santa Ana Garden Grove Fixed Guideway

Cordoba Corporation was the Prime Consultant on the project which was funded by the Orange County Transportation Authority (OCTA) through the Go Local Step 2 program. Working closely with the Cities of Santa Ana and Garden Grove, OCTA and the Federal Transportation Administration (FTA), Cordoba successfully completed the Go Local Step 2 Work Program, preparing the project for ownership, operations and management by OCTA, acceptance into Project Development by FTA, and advancement into design.

The Santa Ana-Garden Grove Fixed Guideway Project consisted of detailed planning and alternatives analysis, conceptual engineering and environmental compliance. The study process was consistent with Federal Transit Administration requirements for pursuing New/Small Starts funding. The environmental analysis satisfied the requirements of both the California Environmental Quality Act and the National Environmental Policy Act. At the end of the study process, a locally preferred alternative was recommended and adopted by Santa Ana and Garden Grove City Councils, and approved by OCTA; the City of Santa Ana certified the Final Environmental Impact Report and FTA issued a Finding of No Significant Impact for the project, clearing the way for project design and implementation.

Gruen Associates

Visioning, Land Use and Transportation Integration, Urban Design, Built Streetscape Projects and Multi-Modal Transportation Planning for Projects throughout Southern California Region including:

- West Santa Ana Branch Corridor Station Area and Vision Plans (Eco-Rapid Transit and the Cities of Paramount, South Gate and Vernon)
- High Quality Transit Area (HQT) Pilot Projects Visioning Studies and TOD Toolkit (four cities in the SCAG Region)
- Marina del Rey Urban Design and Visioning
- Cerritos TOD Demonstration Project
- California High-Speed Rail Authority Burbank-Anaheim Corridor Station Area Plans.

Land Use Planning, Urban Design, Design Standards, Streetscape Plans and Community Benefits, City of Los Angeles Department of City Planning:

- Exposition Corridor Transit Neighborhood Plan (a TOD Specific Plan)
- Century Boulevard Streetscape Conceptual Plan.

Award-Winning Planning, Urban Design, and TOD/TOC Projects include:

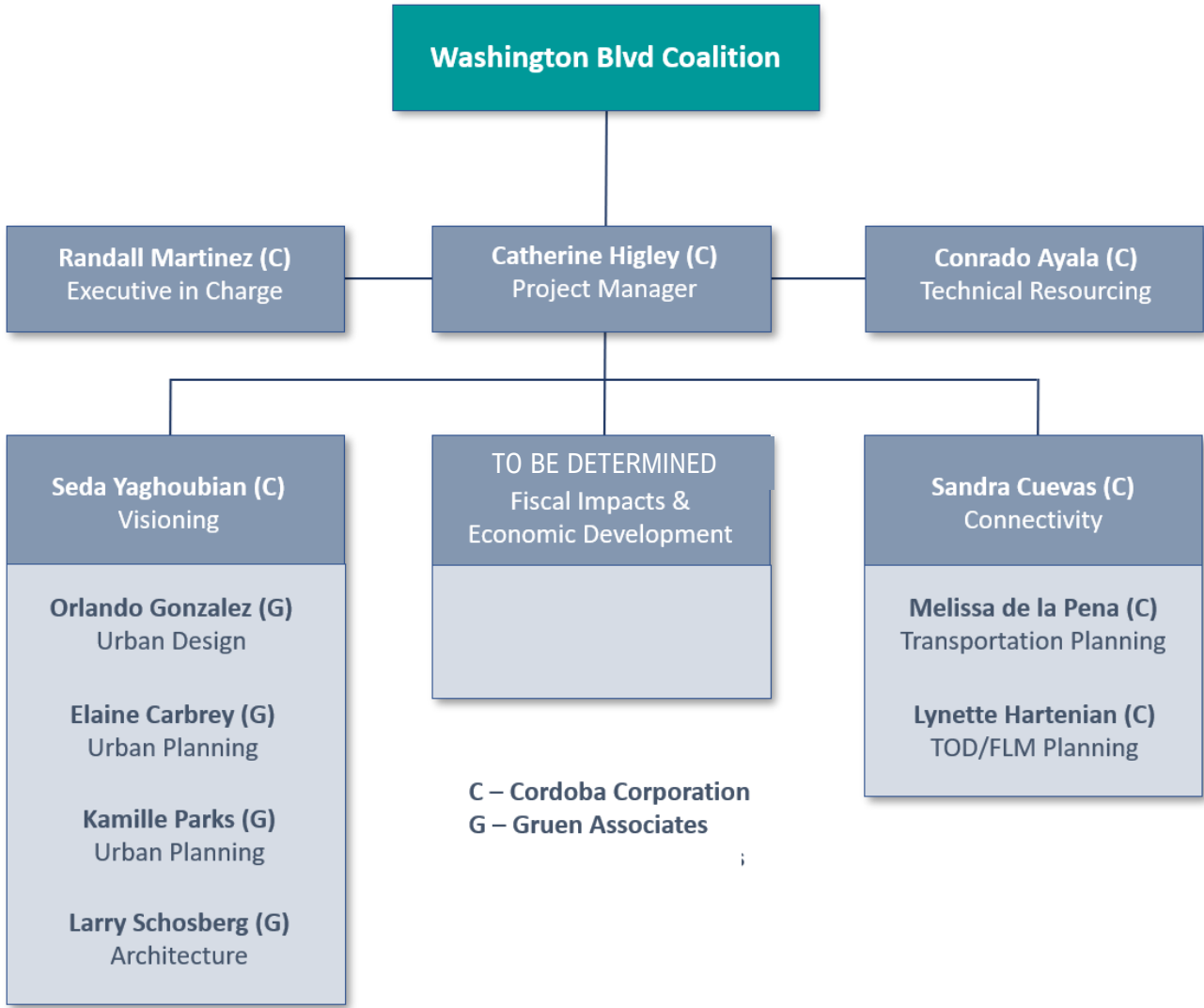
- Los Angeles Union Station Master Plan
- Redlands Passenger Rail Station Area Plan
- SANBAG Land Use/Transportation Integration Plan
- The ARRIVE Corridor (TOD Concepts for 6 cities), San Bernardino County, CA
- Grossmont Trolley Station TOD, La Mesa, CA
- Rosemead Boulevard Safety Enhancements and Beautification Project, Temple City, CA
- SCAG/SANBAG Improvements to Transit Access for Pedestrians and Transit
- Omnitrans sbX E Street Bus Rapid Transit Corridor, San Bernardino and Loma Linda, CA

Urban Designer/Planner, Architect and Landscape Architect for Transit Projects including:

- Metro Orange Line Bus Rapid Transit Corridor and Canoga Extension, Los Angeles, CA
- Omnitrans sbX E Street Bus Rapid Transit Corridor, San Bernardino County, CA
- Mid-City/Exposition Light Rail Transit Line Phase I, Los Angeles, CA
- Metro Los Angeles to Pasadena Gold Line.

KEY STAFF

The Cordoba Team has identified key senior staff with the necessary experience and skill set to lead each task and conduct critical technical analyses for this project.



Catherine Higley, Project Manager



Ms. Higley is a highly regarded professional with over 35 years working in the transportation planning and engineering fields. Ms. Higley has extensive experience with planning and implementation of transportation infrastructure projects for rail transit and highways throughout Southern California, including most recently the Santa Ana (Orange County) Streetcar currently under construction and the Metro Eastside Phase II project. During her tenure with Cordoba

TO BE DETERMINED

Corporation, she has worked closely with engineering teams to plan and design technically sound, cost effective projects that address the needs of her clients and the character of their communities.

Highlights

*M.A., Social Ecology
University of California Irvine*

*Over 35 years of experience in
transportation and rail transit
planning throughout Southern
California*

She also has extensive knowledge of funding strategies and experience in aligning funding sources with project needs. The strong combination of technical expertise with her planning experience makes her a peerless manager on projects requiring attention to technical details while working with the needs of client agencies and their constituents. Ms. Higley's project experience demonstrates her ability to simultaneously work with both technical and lay persons to resolve physical design issues, and to develop funding and implementation strategies to successfully deliver every single project with which she has been associated.

Cathy has earned a Master's Degree in Social Ecology from UC Irvine and Bachelor's Degree in History from UCLA.

Randall Martinez, Executive in Charge



Randall Martinez is a proven executive manager who has successfully managed multidisciplinary project teams. His primary responsibility is advancing Cordoba's commitment to providing customized planning, engineering, management, and construction services to meet client needs in the areas of transportation, water, energy, and education facilities. With strong technical aptitude and savvy, his professional expertise and personal passion is focused on upholding the public's trust. Using nearly 30 years of business development, management operations and government relations experience at the federal, state and municipal levels he is experienced with conventional

as well as alternative delivery methods.

Conrado N. Ayala, Technical Resourcing



Mr. Ayala is established with over 18 years of experience in site-integrated life-cycle support, including planning, design, construction, and operations. He has civil design, construction management, and environmental remediation engineering experience from characterization and

Highlights

Bachelor of Science, Civil Engineering, University of Southern California, CA

remediation to operations and maintenance. Project experience includes monitored natural attenuation studies, environmental site assessments, remedial investigations and feasibility studies, soil and groundwater investigations, and pollution prevention. Civil

design experience includes highway, street, bridges, and site work for buildings. Design and construction experience include road widening, new facilities, commercial facility expansion, and design-build. Construction management and Program/Project management of capital improvement projects includes clients such as City of Los Angeles, Port of Los Angeles, Los Angeles County Metropolitan Transportation Authority, California Department of Transportation, City of Pasadena, Marriott International and Federal Highway Administration

Seda Yaghoubian, AICP, LEED AP, Visioning Task Lead

Ms. Yaghoubian brings more than thirty years of experience in municipal, regional and development planning. Since 1992, she has been an independent practitioner providing planning, environmental and community outreach services to public and private clients. Her portfolio includes major award-winning municipal, regional, and international projects in land use, transportation, and environmental areas. During her career as an urban planner, she has taken leadership roles in numerous large-scale private development projects and public sector, multi-jurisdictional planning initiatives with projects throughout California, Native American tribal lands, China, Mexico, and the Republic of Armenia. She has extensive experience in projects dealing with major land development ventures involving complex development agreements and ownership structures, land use/transportation linkages, CEQA, NEPA and LEED- ND analysis, General and Master Plans, zoning, entitlement and growth management policy development.

Ms. Yaghoubian's career includes ten years as a planner for the City of Irvine where she was in charge of the rezoning and planning of the Irvine Business Complex, the 2,500- acre mixed-use area near John Wayne Airport, and the planning of the various phases of Irvine Spectrum, a 3,000-acre regional industrial, commercial and mixed-use entertainment district. Acting as the Director of Planning and Entitlement for the Orange County Great Park Design Studio, she managed the feasibility studies of all priority programs of the Orange County Great Park. As a key member of the consultant team for the 4,700-acre Heritage-Fields (Lennar) development on the former MCAS El Toro, she provided planning and land use entitlement expertise for the development of 8 million square feet of commercial and institutional, 9,500 residential units, and Transit Oriented Districts within a public-private ownership structure.

Sandra Cuevas, P.E., Connectivity Task Lead



Sandra Cuevas, P.E., is a senior project manager with Cordoba Corporation. She has worked on large-scale transportation projects throughout southern California where she has provided expertise in program management, transportation planning, roadway and rail project design, cost estimating and construction support.

Highlights

*B.S., Civil Engineering
University of California Irvine*

*Professional Engineer, CA
#64580*

Ms. Cuevas has top technical skills combined with a strong understanding of the community and stakeholder roles in public projects. In her role as Deputy Project Manager for the Santa Ana Garden Grove Streetcar Corridor Alternatives Analysis and as Regional Manager for the HSR Program she has experienced firsthand the need to engage with communities and stakeholders early in the project development process and ultimately through design and construction. She is a professional engineer with ability to convey technical data to diverse stakeholders.

Melissa de la Peña, P.E., Transportation Planning



Melissa de la Peña has established herself with over 25 years of experience in transportation engineering and management of large infrastructure projects throughout Southern California and for local municipalities throughout the region. She has managed the preparation of corridor studies, feasibility studies, project studies, design, and specifications and estimates - for highway, major urban transit, and complex interchange

Highlights

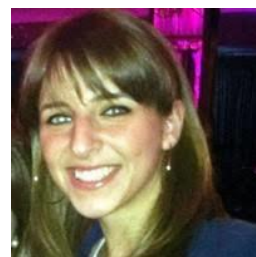
B.S., Civil Engineering, UCLA

*Registered Professional Engineer:
CA #C59447*

improvement projects. Her work on all phases of transportation projects from planning through construction has given her a thorough understanding of federal, Caltrans, and public agency standards and requirements.

Melissa de la Peña provides *strong project delivery experience* having successfully delivered multiple projects (including on-call contracts for Caltrans District 7 and City of Los Angeles) under expedited schedules. She also offers proven project manager capabilities based on her in-depth experience in managing infrastructure projects involving multiple stakeholders, alternative development, design, traffic, and aesthetics.

Lynnette Hartenian, Transit Oriented Development/First-Last Mile Planning



Lynnette Hartenian has a planning background oriented toward finding solutions while considering the broader picture and has been responsible for diverse data collection and analysis assignments. She has extensive experience using PC and Mac; proficient in Microsoft Office, and experience using GIS. She uses these skills in supporting final reports

Highlights

*Master of Planning and Public
Administration (MPL/MPA)
Candidate, University of Southern
California, Los Angeles CA,
Expected December 2015 (Deans
Merit Scholarship Recipient)*

and in preparing presentations of findings to project stakeholders.

*University of California at Los
Angeles, Los Angeles, Bachelor's
Degree in Anthropology*

Elaine V. Carbrey, AIA, AICP - Planning



Ms. Carbrey brings more than 45 years of experience as Director of Planning/Urban Design for Gruen Associates. She participates in a full range of urban and regional planning, land use, urban design, master planning, transit, new communities planning, transportation, educational, environmental assessment and architectural projects. As an Urban

Planner, Ms. Carbrey prepared design guidelines and coordinated and integrated the technical efforts of all the subconsultants on the Metro Los Angeles Union Station Master Plan (USMP) related to land use, pedestrian, open spaces, sustainability, transit and other mobility modes. The approved and multi-awarded USMP creates a regional transit hub as a destination that plans for the expansion of transit, addresses the site's historic fabric, improves the passenger experience, facilitates connectivity to the surrounding neighborhoods and prepares for High Speed Rail.

Highlights

B.A. Architecture, Louisiana State University, Baton Rouge, LA (Phi Beta Kappa)

Registered Architect, CA #C8779

2018 Planner Emeritus Network Award, AIA CA Chapter

2018 John Chase Visionary Award, AIA CA Chapter

Orlando Gonzalez – Urban Design



Mr. González joined Gruen Associates in 2012 as an Urban Planner and became an Associate in 2016. He has over 15 years of experience working on a variety of urban design and architecture projects, as well as taking a leadership role in many on-site charrettes. His experience includes engaging in many aspects of planning work, from feasibility studies and Specific

Plans to pedestrian linkage plans and campus master planning. His work has also included international projects, from Panamá to the island of Mauritius. He has the ability to work at both architectural and urban planning scales and his versatility in design and graphic media has led to his management of many projects. Mr. González has a conscientious understanding of the interdependent relationship between architecture, the public realm and urban design as one in which history and building traditions, a consideration of existing urban settings and a consciousness for natural ecosystems are all intertwined to give meaning to city- and place-making. His projects include the Century Boulevard Streetscape Plan, Expo TNP, The ARRIVE Corridor, SCAG City of Cerritos TOD Demonstration Project and Visioning for Marina Del Rey.

Mr. González is bilingual and will be integral to the team with work that may require a Spanish speaker. Mr. González volunteers regularly to introduce and teach Indigenous Architecture and Urbanism subjects to local Los Angeles communities at a multi-cultural community school, as well as assists USC professors in courses for Urban Design-related graphic and drawing tools, and teaches alongside Architecture/Construction/Engineering colleagues as part of the ACE Mentor Program of America for high school students.

Highlights

B.A. Architecture, Notre Dame University, IN

2016 APA Transportation Planning Ward (The ARRIVE Corridor)

2006 Advocacy Planning Award, AICP Inland Empire (sbX E Street Bus Rapid Transit)

Larry Schosberg, AIA, AICP, LEED AP BD+C - Architecture



Larry is responsible for directing the design activities of Gruen Associates, which includes work in architecture, interior design, urban design and physical planning. His work is broadly multidisciplinary, having completed projects that span the range of environmental design from interior design to architecture to new community planning. His practice is international, including major architectural, planning and design work in the US and overseas. Larry's design work has focused on public and institutional projects, winning numerous honors and design awards for transformative architecture and implementation plans.

Highlights

M.A. Architecture, Washington University, St. Louis, MO

B.S. Architecture, California Polytechnic University, San Luis Obispo, CA

Registered Architect CA #C17410

Kamille Parks – Urban Planning



Kamille joined Gruen Associates in 2018 as an Assistant Urban Planner/Designer. Her designs and proposals enhance spaces through thoughtful urban design interventions. She has spearheaded team efforts to use GIS for housing and public park development site selection. She conducts site analyses studies through a combination of field surveys and GIS data consolidation to develop findings for development and Specific Plan proposals. Kamille has experience presenting development projects and research findings to local commissions and city council governments. Her projects incorporate interactive elements to generate user-friendly proposals and data analyses. She also has years of experience as a web developer and uses this experience to create custom interactive webpages to generate user-friendly tools for community engagement and project outreach.

Highlights

M.A. Planning, University of Southern California, CA

B.A. Urban Studies, University of California, Irvine, CA

METHODOLOGY AND SCOPE OF SERVICES

The Cordoba Team has thoroughly reviewed the Scope of Services provided in the Request for Proposal. While we would typically agree with the iterative planning process underlying the Scope of Services, the schedule identified for completion of the project does not permit the more time-intensive iterative process. With an anticipated start date in early to mid-November, and the approach of the holiday seasons, project work will be limited to approximately 24 to 27 days. Because of this constraint, the Cordoba Team is proposing a modified, streamlined study process that, we believe, will satisfy your goals and objectives for the study and provide you with the information you require in a timely manner.

The Cordoba Team approach will make optimal use of the considerable experience our team members have along the Metro Eastside Phase ii corridor as well as in each of the Coalition cities. We will also seek to work efficiently with the Coalition and each of its member cities within the constraints of the current environment, to fully understand specific interests, goal and objects and concerns each member agency may have. We explore each city's thoughts and ideas to obtain maximize the benefit and minimize the impacts to their city of the proposed Gold Line extension. We will augment the considerable database that we already possess or that can be obtained online, with specific requests of each city to support our analyses.

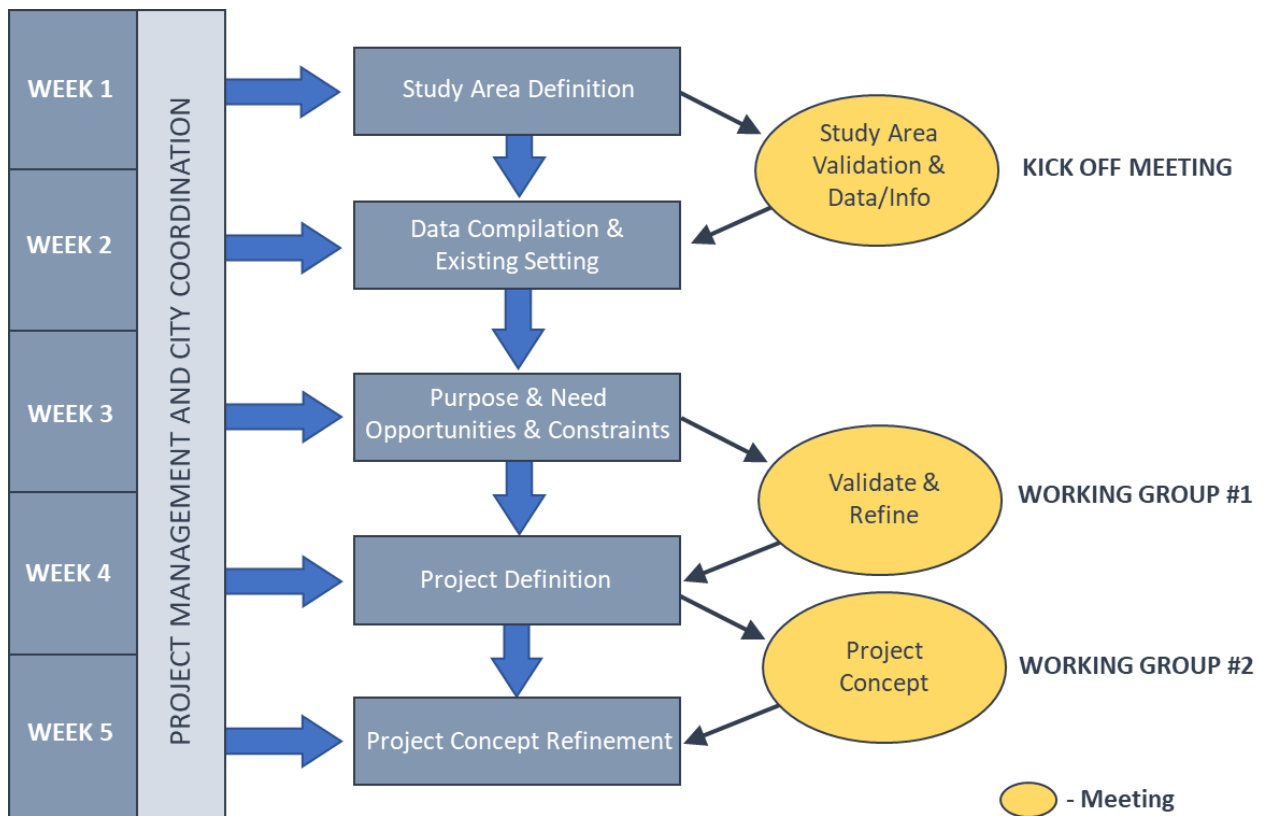
Equipped with input for the Coalition as a whole and each of the member cities, and the available information and data, the Cordoba Team will prepare a Purpose and Need Statement for the project to frame strategy development. Based on the Purpose and Needs Statement, we will conduct an Opportunities and Constraint analysis. This information will be presented for review and concurrence to a Stakeholder Working Group comprised of city representatives and other key stakeholders.

Following the Stakeholder Working Group Meeting, the Cordoba Team will prepare a Connectivity Study, an Economic Analysis and Vision study. We will conduct a series of internal brain storming charettes to explore the specific strategies for each city, their station area and the study area as a whole. The results will be a Project Definition that defines specific urban design, transportation and economic development concepts and strategies for each city and the study area. This draft Project Definition will be presented at Stakeholder Work Group Meeting #2 for review and comment.

In response to comments and directions received from the cities and the Stake Holder Working Group, the Project Definition will be refined. The final document will identify:

- Economic Development Opportunities
- Recommended locations for transit-oriented development
- Regulations for land use and urban design corridor-wide and for station areas
- Transit Oriented Community applications
- Multimodal connectivity to proposed stations
- ROW enhancement, opportunities for acquisition and modernization

If necessary, the Cordoba team will coordinate with individual cities to resolve issues or concerns they may have. Upon receipt of comments and resolution of issues, the report will be finalized and submitted to the Coalition. We will work with the Coalition, likely beyond the proposed completion date for the project to address any additional comments and finalize the report. The following page presents a flow chart of the study process.



TASK 1: PROJECT MANAGEMENT

Cordoba Corporation, as Prime Consultant, will provide proactive project management of the technical and administrative aspects of the project, including frequent communications with the City and early identification of issues that may arise during project delivery. Cordoba Corporation's Project Manager will communicate weekly with the City's Project Manager, discussing project progress, next steps, and issues or concerns. This communication may occur in person at the City, or via phone calls, whichever best serves the needs of the project and is most convenient to the City.

This project will be managed through an active Project Management Plan; inclusive of all scope, schedule, budget, deliverables and sub-consultant management. Cordoba Corporation's Project Manager will keep reliable project records and provide monthly invoices and progress reports.

Deliverables: Project Management Plan, meeting notes of weekly project manager calls; monthly invoices and progress reports.

TASK 2: PROJECT KICK-OFF AND CITY MEETINGS

Immediately following contract award, the Cordoba Team will coordinate a virtual project kick-off meeting with the Washington Boulevard Coalition (Coalition). The meeting will provide the opportunity for the Coalition and Cordoba Team members to meet, review the project scope of work, and obtain concurrence on key milestones, deliverables and schedule. Its also an opportunity to explore any ideas, issues or concerns that Coalition members may want addressed during the course of the study. The project study area(s) for the various disciplines will be addressed and the Coalition will provide an overview of regional issues of interest or concern. The Cordoba Team will distribute a meeting invitation/agenda in advance of the meeting that includes a data/information request. The requested information should be provided to the Team at the Kick-off meeting.

Following the Kick-Off meeting the Cordoba Team will schedule individual (virtual) meetings with each of the Coalition cities. The purpose of these meetings is to better understand the specific needs and goals for the study of each member city, explore each city's ideas and vision for the study area within their city boundaries and any known opportunities or obstacles to that vision, and to obtain any additional data that was not available at the Kick-off meeting.

Deliverables: Meeting agenda, supporting materials and meeting notes and action items for the Kick-off Meeting; agenda, meeting notes, and action items for individual city follow-up meetings.

TASK 3: STAKEHOLDER WORKING GROUP

The Cordoba Team will work with the Coalition to identify a Stakeholder Working Group to support the project. In addition to city representatives, each city may have key stakeholders that should be included in the Working Group. For efficiency and workability, we hope to limit participate to approximately 25 members. Based on the limited schedule duration for this project (approximately 5 weeks), only two Working Group meetings are recommended:

1. Review study area, purpose and need for the project, and existing conditions and previous study findings
2. Present study concept(s) and analyses.

Deliverables: Meeting agendas, supporting materials, meeting notes and action items

TASK 4: COMPILE AND REVIEW DATA/INFORMATION

The study area is generally assumed to be bounded by the I-5 freeway on the west, Whitter Boulevard on the north, ½ mile beyond Washington Boulevard on the south and the east. It is further assumed that the study area will capture a 1 to 3 mile swath on each side of the LRT corridor and up to a 5-mile radius for selected proposed station locations for market capture. Since station area planning generally focuses on a tighter radius than 5 miles, the data available for the outer reaches of the 5-mile radii will likely be more limited, coarser, and more appropriate for sketch planning. Since the potential economic development influence of LRT has been found to typically to be less than 5 miles, higher level sketch planning will focus on opportunities for areas more distant to the alignment and stations to potentially benefit through enhanced connectivity and future development trends. Existing characteristics of the ½ mile study areas and connecting arterial corridors will be documented including land uses, circulation system (including roadway, transit, bike, pedestrian, etc.) and operating characteristics, socio-demographics, notable physical features, and issues or considerations identified by the cities.

The Cordoba team will identify/document future goals, plans, and projects each city may have for the corridor as a whole and their segment within the corridor to better develop alternatives and strategies for the corridor. In the years since Metro began planning for the Gold Line Eastside Extension, a considerable amount of planning has been conducted within the study area. As part of the data collection effort, the team will compile and review available relevant plans and documents pertaining to the corridor including those currently in production as part of the Eastside Transit Phase 2 Study (station area planning, Transit Oriented Community Assessment, First-and-Last Mile Analysis, etc.).

Deliverables: Study Area Existing Setting Technical Report; Data Collection List/Inventory

TASK 5: PURPOSE AND NEED, OPPORTUNITES AND CONSTRAINTS

Based on the stated goals and objectives of each city for their city and the corridor as a whole, and on the existing setting information compiled in Task 4, a Purpose and Need Statement for the project will be developed. It will define the goals for fiscal impacts, economic development, land use patterns and urban place goals, and mobility and connectivity goals. The Purpose and Need Statement will provide a framework within which the team can evaluate potential opportunities and constraints along the corridor and at each station area in satisfying the goals and objectives of the Coalition and each member city.

An opportunities and constraints analysis will be prepared that will identify the strengths and potential opportunities (e.g. land value capture potential, positive fiscal and economic impact potential, community land use cohesiveness and placemaking, multi-modal opportunities to enhance connectivity), and the constraints and weakness along the study corridor. Opportunities and constraints will be organized by station area and for the corridor.

An opportunities and constraints summary matrix supported by a brief Opportunities and Constraints Technical Memorandum will be presented to the Working Group (Working Group Meeting #1) for their review input.

Deliverables: Purpose and Need Statement; Opportunities and Constraints Matrix

TASK 6: PROJECT DEFINITION

Concept(s) for the study corridor and the areas surrounding stations in each city will be developed in collaboration with market demand analysis, potential implementation, economic development strategies, mobility and connectivity opportunities and urban design themes and place typologies. Concepts will consider the 2012 study prepared earlier and address new concepts for mixed-use, transit-supportive communities, innovative housing types, affordable housing, and first/last mile concepts to link uses along Washington Boulevard and to the stations.

In order to streamline the project schedule and provide the Coalition with a completed project in December 2020. The Cordoba Team will draw upon their considerable cumulative expertise and experience in the corridor and with the Eastside Phase II project. Following the first Stakeholder Working Group meeting, and based on the foundation created by the Purpose and Need Statement, the existing setting, the opportunities and constraints analyses, and input from the cities and stakeholders, the Cordoba Team will conduct a series of internal brainstorming sessions and design charettes. Working through 2 to 3 half day sessions, members of the Cordoba Team will identify elements and strategies within each city, surrounding each station and along the corridor. At the end of each session, each member of the team will spend additional time to analyze and refine the identified concepts prior to the next session. At the end of the process the elements and strategies will be compiled to

form an overall concept for the study corridor. The preferred concept(s) will describe an integrated, organized and themed vision for study area enhancement, economic and land use development and community connectivity

The resulting concept(s) will be presented to the Stakeholder Working Group (Working Group Meeting #2) for review and comment. Based on comments received from the group, the concept(s) will be further refined in Task 7.

The following subtasks will inform the project definition.

Task 6.1 - Connectivity Study

A connectivity study of the preferred alternative will identify and evaluate circulation and connectivity throughout the corridor with emphasis on the potential connectivity between each node and the corresponding LRT station area, connectivity between nodes along Whittier Boulevard, and between nodes the surrounding communities. Multiple applicable modes of transportation (motorized and non-motorized, active and passive) will be considered.

Task 6.2 - Economic Analysis and Vision

The economic analysis of the study area will support formulation of an economic development strategy addressing land use mix and development patterns within the study area. It will focus on key nodes in each city and the synergy between these nodes, and LRT station areas and other adjacent nodes along the corridor. The analysis will include consideration of demographic and employment characteristics (e.g. population, household size, incomes, education levels, industries and occupations, commute patterns), real estate market supply and demand data (e.g. inventory, vacancy rates, lease rates, historical absorption), commercial, residential and mixed-use development opportunities, the pedestrian environment, street improvements or support non-motorized transportation, safety and traffic calming measures, landscape enhancements, etc. The analysis will provide recommendations for the types of activities and development patterns and mixes for each city and corridor-wide that support plan implementation and promote fiscal sustainability for the City general funds (fiscal revenue impacts net of fiscal expenditure impacts), the local residential communities, and the local business sectors.

Task 6.3 - Implementation Strategies

Several of the Corridor cities have recently updated or are currently updating their General Plans. Each cities' planning and regulatory framework will be reviewed to determine compatibility with the actions and activities required to implement the preferred alternative within each city and support the cross-jurisdictional coordination to foster corridor cohesion. Specific recommendations for program implementation will be provided that each city may incorporate into their planning and policy framework.

Based on the characteristics of the preferred alternative, and the recommended implementation strategies, potential funding methods (e.g. tax increment financing, other special districts, lease-revenue financing), sources (e.g. impact fees, grants, Opportunity Zone investment), and where available, specific programs will be identified.

Deliverables: Connectivity Study Summary; Economic Analysis Summary; Implementation Strategies Summary; Project Definition Summary.

TASK 7.0 PROJECT CONCEPT REFINEMENT AND DOCUMENTATION

The preferred concept(s) is intended to describe an integrated, organized and themed vision for study area enhancement, development and community connectivity. The preferred alternative's project definition requires identification of the opportunities for Transit Oriented Community characteristics and energized economic development along the corridor. The project definition, supported by the connectivity study, the economic analysis and the implementation strategies will identify:

-
- Economic Development Opportunities
 - Recommended locations for transit-oriented development
 - Regulations for land use and urban design corridor-wide and for station areas
 - Transit Oriented Community applications
 - Multimodal connectivity to proposed stations
 - ROW enhancement, opportunities for acquisition and modernization

Following the second Stakeholder Work Group Meeting and based on comments received from the cities and stakeholders at that meeting, the project concept will be refined and documented. If necessary, the Cordoba team will coordinate with individual cities to resolve issues or concerns they may have. Upon receipt of comments and resolution of issues, the report will be finalized.

Deliverables: Draft Final Report; Final Report

PROJECT SCHEDULE

PROJECT SCHEDULE		16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	23-Nov	24-Nov	25-Nov	T	30-Nov	1-Dec	2-Dec	3-Dec	4-Dec	7-Dec	8-Dec	9-Dec	10-Dec	11-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	21-Dec	22-Dec
Task 1	Project Management									THANKSGIVING																	
Task 2	Kick-off & City Meetings																										
Task 3	Stakeholder Working Group														WG#1							WG#2					
Task 4	Compile/review data																										
Task 5	Purpose & Need; Opps & Cons																										
Task 6	Project Definition																										
Task 7	Project Concept Refinement																										

COST PROPOSAL

REVISED FEE

TASK	C. Hiley	S. Cuevas	S. Yaghoubian	M. de la Pena	L. Hartenian	Graphics	Project Controls	CCSubtotal	Gruen	Kosmont	TOTAL		
Task 1: Project Management	40	\$ 5,000	0 \$ -	0 \$ -	0 \$ -	0 \$ -	20 \$ 3,300	60	\$ 12,300	\$ 3,336	\$ 15,636		
Task 2: Project Kick-Off and City Meetings	18	\$ 4,050	12 \$ 2,592	12 \$ 2,100	4 \$ 996	12 \$ 1,176	12 \$ 1,200	0 \$ -	70	\$ 12,054	\$ 4,966	\$ 6,504	\$ 23,524
Task 3: Stakeholder Working Group	12	\$ 2,700	10 \$ 2,160	12 \$ 2,100	\$ -	20 \$ 1,960	12 \$ 1,200	0 \$ -	66	\$ 10,120	\$ 7,280	\$ 6,320	\$ 23,720
Task 4: Compile and Review Data/Information	16	\$ 3,600	12 \$ 2,592	12 \$ 2,100	\$ -	20 \$ 1,960	0 \$ -	0 \$ -	60	\$ 10,252	\$ 19,699	\$ 13,192	\$ 43,143
Task 5: Purpose and Need, Opportunities and Constraints	20	\$ 4,500	16 \$ 3,456	20 \$ 3,500	\$ -	28 \$ 2,744	8 \$ 800	0 \$ -	92	\$ 15,000	\$ 7,824	\$ 11,380	\$ 34,154
Task 6: Project Definition	28	\$ 6,300	16 \$ 3,456	12 \$ 2,100	24 \$ 5,616	32 \$ 3,136	14 \$ 1,400	0 \$ -	126	\$ 22,008	\$ 23,757	\$ 26,362	\$ 72,117
Task 7: Project Concept Refinement Documentation	36	\$ 8,100	20 \$ 4,320	24 \$ 4,200	16 \$ 3,744	32 \$ 3,136	14 \$ 1,400	0 \$ -	142	\$ 24,900	\$ 16,102	\$ 12,904	\$ 53,906
Subtotal	170	\$ 38,250	86 \$ 18,576	92 \$ 16,100	44 \$ 10,296	144 \$ 14,112	60 \$ 6,000	20 \$ 3,300	616	\$ 106,694	\$ 82,265	\$ 76,602	\$ 266,201
ODC's										\$ 2,840	\$ 3,964	\$ 1,600	\$ 8,404
TOTAL													\$ 274,605

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: Arnold M. Alvarez-Glasman City Attorney

SUBJECT: **Adoption of Ordinance Implementing Changes to Chapter 2.44 of the City of Montebello Municipal Code Pertaining to Traffic and Safety Commission and Creating a Traffic and Safety Committee**

DATE: **January 13, 2021**

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt the attached Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code (MMC) relative to the existing Traffic and Safety Commission and creating a Traffic and Safety Committee.

BACKGROUND

On September 11, 2020, the City Council for the City of Montebello conducted a Special City Council Study Session to review the structure of the City's Advisory Commissions and Committees. At that meeting, the City Council provided direction regarding recommend changes to the MMC. At the October 28, 2020, the City Council introduced the an ordinance with Councilmember Torres and Mayor Pro Tem Cobos-Cawthorne voting "no" on the proposed changes to the Civil Service Commission and Mayor Pro Tem Cobos-Cawthorne voting "no" and Councilmember Torres abstaining on the proposed changes to the Traffic Commission to Traffic Committee.

At the City Council meeting of November 18, 2020, Mayor Cobos-Cawthorne expressed reservations regarding the transformation of the Traffic and Safety Commission to a Committee to be comprised of City Department Heads or Staff. While there was no specific resolution or direction provided at the November 18, 2020 meeting, it was requested that this item be re-presented to the City Council with options for consideration.

Adoption of Ordinance Implementing Changes to Chapter 2.44 of the City of Montebello Municipal Code Pertaining to Traffic and Safety Commission and Creating a Traffic and Safety Committee

Page 2 of 3

At the City Council meeting of December 16, 2020, the City Council reviewed proposed alternatives transforming the Traffic and Safety Commission into a Traffic and Safety Committee. Direction was provided which included the following:

1. Adopt the proposed changes to change transform the Traffic and Safety Commission into a Traffic Committee with changes to the proposed language previously offered. Specifically consideration of, (i) when the alternative designees to the City Manager, Police Chief, City Engineer and City Attorney are identified, these individuals would be brought back to the City Council for informational purposes only, for review by the City Council and (ii) augment the Committee with two (2) members of the public to serve on the Committee, but such service would require time during normal City business hours and Committee members who are members of the public must be appointed by the City Council with a super-majority (4/5ths) vote of the City Council for appointment.
2. Introduce the previous submitted Ordinance with the above adjustments and return the Ordinance for second reading and adoption at the January 13, 2021 Council meeting.

ANALYSIS

The proposed changes are summarized as follows:

Traffic Committee

- Eliminate the current Traffic and Safety Commission to be replaced with a new Traffic Committee to hear appeals of traffic control measures requested by the public.
- Committee shall consist of existing City employees such as Chief of Police, City Manager, City Engineer, and the City Attorney or others designated by these Department Directors.
- The City Council will be informed of any alternative appointees to the Committee designated by the Directors identified above, but no Council action will be required.
- Two members of the public will be appointed to the Committee to participate during normal business hours. Public members will be appointed by the City Council with a 4/5ths vote.

Adoption of Ordinance Implementing Changes to Chapter 2.44 of the City of Montebello Municipal Code Pertaining to Traffic and Safety Commission and Creating a Traffic and Safety Committee

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FISCAL IMPACTS

The proposed transformation from a Traffic and Safety Commission to a Traffic Committee is anticipated to have an expenditure reduction and impact to the City of Montebello's General Fund in the form of staffing, legal and enforcement costs.

SUMMARY

That the City Council waive second reading and adopt the Ordinance attached.

ATTACHMENT

Attachment A: Ordinance Implementing Changes to Chapter 2.44 of the City of Montebello Municipal Code Pertaining to Traffic and Safety Commission and Creating a Traffic and Safety Committee

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTERS 2.30, AND 2.44 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY COMMISSIONS AND THE TRAFFIC COMMITTEE

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

WHEREAS, Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello ("City Council") in 2008, and amended the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City;

WHEREAS, the current City Commissions consist of, in part, the Traffic and Safety Commission;

WHEREAS, the City Council desires to amend the Montebello Municipal Code to change the Traffic and Safety Commission to a Traffic and Safety Committee structure.

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

SECTION 1. Incorporation of Recitals

The City Council finds and declares that the foregoing recitals are true and correct and incorporates said recitals fully into this Ordinance as findings.

SECTION 2. Chapter 2.30 of the Montebello Municipal Code is hereby amended as follows:

2.30.010 - Advisory commissions or committees established.

A. The city council establishes the following commissions or committees to serve the city, identified as follows and collectively referred herein as the "commissions" or "committees":

1. Personnel advisory commission;
2. Parks and Recreation commission;
3. Planning commission;
4. Traffic committee;

B. Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council, or as a delegation to the commissions, of any authority or discretionary powers vested and imposed by law in the city council. The city council declares that the public interest, convenience, welfare and necessity require the establishment of the commissions to act in a purely advisory capacity, for the purposes set forth herein this chapter.

SECTION 3. Chapter 2.44 of the Montebello Municipal Code is hereby amended as follows:

Chapter 2.44 – TRAFFIC COMMITTEE

2.44.010 – Created.

There is created a Traffic Committee for the city as follows.

2.44.020 – Members.

The Traffic Committee shall consist of the following designated officers and employees of the City, or their duly authorized deputies or assistants, who are hereby

appointed and directed to serve thereon without additional compensation therefor during their respective terms of office or employment:

- (A) The City Manager;
- (B) The Police Chief;
- (C) The City Engineer;
- (D) The City Attorney; and
- (E) Two (2) resident members of the City who will be selected by the entire City Council by a four-fifths (4/5) vote of the then seated members of the City Council.

2.44.030 - Meetings.

The meetings of this committee shall be:

A. Notices. Meetings of the Traffic Committee shall be held whenever necessary to properly and expeditiously carry out the powers and duties delegated to the Traffic Committee. At least three (3) members collectively of the Traffic Committee shall have the power to call a meeting thereof, and each member shall receive a notice of every such meeting.

B. Quorum. Three (3) members shall constitute a quorum for the conduct of any business of the Traffic Committee. All actions or recommendations of the Traffic Committee which are consistent with the powers and duties delegated by the provisions of this chapter or otherwise shall be presumed valid if such actions or recommendations are approved or ratified by any three (3) members thereof.

C. Time of Meetings. Unless otherwise needed to conduct the business of the Traffic Committee, all meetings shall be conducted during regular city business hours.

D. Minutes. The Traffic Committee shall maintain a minute record of its proceedings in which shall be recorded the date, time, and place of each meeting, the name of each member present, and the action, if any, taken on each item of request or referral. A copy of such record shall be filed with the City Clerk.

2.44.040 – Powers and Duties.

In addition to such powers as may be otherwise specified by the provisions of this chapter or any applicable law, ordinance, or resolution, the Traffic Committee shall serve as the hearing body for appeals filed by applicants whose request for a traffic control device, traffic calming device, parking restriction, or painted curb has been denied by the Director of Public Works in accordance with adopted policy.

2.44.050 – Standards for exercising powers and duties.

The powers, functions, and duties set forth in this chapter shall be exercised or performed only after the Traffic Committee has determined that such exercise or performance is necessary to prevent or relieve traffic congestion, to insure the orderly and safe movement of vehicular or pedestrian traffic, or to insure public safety and convenience. In each instance, such determination shall consider the professional opinion of the City Traffic Engineer based upon one or more of the following:

- (A) Available traffic information or studies;
- (B) Field observations;
- (C) Vehicular traffic or pedestrian counts;
- (D) Established traffic engineering principles, standards, and practices; and
- (E) Traffic engineering surveys or studies.

2.44.060 – Appeals.

(A) Filing. Any person aggrieved by any decision or action of the Traffic Committee or of any person charged with carrying out the orders of the Traffic Committee may appeal such decision or action by filing a written protest with the City Clerk who shall submit such protest to the Council at its next regular meeting.

(B) Council action. Upon the receipt of any protest, or upon its own motion, the Council may take such action regarding any decision, recommendation, or action of the Traffic Committee or concerning any matter referred to it as the Council may determine.

to be in the best public interest. The decision of the Council concerning any action, decision, or recommendation of the Traffic Committee shall be final and determinative of the issues. If any specific action, decision, or recommendation of the Traffic Committee, or any person charged by the provisions of this article with carrying out its orders, is subsequently reviewed and set aside by the Council, no further action shall be taken thereon except upon a direct order of the Council.

2.44.070 - Hearings—Form.

Neither the city Traffic Committee nor the council shall be required to hold formal noticed public hearings upon matters referred to in this chapter or Title 10 of this code. The city traffic and safety commission and the council shall hear any relevant evidence offered by any interested person, and shall consider the files and any staff report therein included.

2.44.080 – Temporary powers and duties of the Police Chief

Notwithstanding any other provisions of this chapter, the Police Chief shall have the power and authority to temporarily exercise any powers delegated by the provisions of this chapter to the Traffic Committee when such temporary action shall be necessary to provide for an emergency or for the orderly movement and control of pedestrian or vehicular traffic or vehicle parking or whenever such action is deemed by him or her to be necessary for the protection of life or property or the public safety. All such actions by the Police Chief shall be deemed lawful unless and until superseded by further action of the Traffic Committee or the Council.

SECTION 8. If any action, 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, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 9. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 10. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED this 13th day of January, 2021.

CITY OF MONTEBELLO

Kimberly Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ORDINANCE NO. _____

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

I, Christopher Jimenez, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on December 16, 2020, and duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 13th day of January, 2021, as approved by law by the following vote:

AYES:

NOES:

ABSTENTIONS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 13th day of January, 2021.

CHRISTOPHER JIMENEZ, City Clerk

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

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: **Authorize City Manager to Execute the Sixth Amendment to Agreement No. 3066 with Infrastructure Engineers for Engineering Services**

DATE: January 13, 2021

RECOMMENDATION

It is recommended that the City Council approve the Sixth Amendment to Professional Services Agreement No. 3066 with Infrastructure Engineers reducing the monthly retainer for engineering staff augmentation from \$39,589 to \$31,720.

BACKGROUND

On March 25, 2015, the City Council approved a Professional Services Agreement for City Engineering Services with Infrastructure Engineers. The Agreement was for three years, with options for two one-year extensions for a total maximum of 5 years of contracted services. The first extension of the Agreement was exercised on March 22, 2018 (First Amendment) while the second extension was exercised on March 22, 2019 (Second Amendment). The Third Amendment was approved on December 18, 2019 adding the services needed to implement the "Paving the Way" street and road improvement program for Fiscal Year 2019-20. The Fourth Amendment was approved by the City Council on March 25, 2020, extending the term of Professional Services Agreement No. 3066 on a month-to-month basis. The Fifth Amendment was approved on August 12, 2020 adding the services needed to implement the "Paving the Way" program for Fiscal Years 2020-21 and 2021-22.

The original Agreement included a monthly retainer of \$39,589 for staff augmentation consisting of several engineering positions and associated clerical assistance. Staff is recommending a reduction in staffing provided by Infrastructure Engineers to meet current operational needs. The staffing would be reduced to a part-time Senior Public Works Inspector, part-time Senior Engineering Associate, and part-time Traffic Engineer at a total monthly cost of \$31,720. The City also reserves the right to further reduce staffing levels to meet operational demands in the future.

FISCAL IMPACTS

The recommended action results in a reduction in the monthly retainer fee paid to Infrastructure Engineers for engineering staff augmentation services and equates to an annual savings to the General Fund of \$94,428.

SUMMARY

The City Council will consider approval of the Sixth Amendment to Agreement No. 3066 and authorize the City Manager to execute the amendment on behalf of the City resulting in an annual savings to the General Fund of \$94,428.

ATTACHMENTS

Attachment A: Sixth Amendment to Agreement No. 3066

AGREEMENT NO. 3066

SIXTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS

This Sixth Amendment to the Engineering Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS ("Sixth Amendment") is entered into this January 13, 2020, by and between Infrastructure Engineers, ("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 Engineering Services by and between the City of Montebello and Infrastructure Engineers, dated March 22, 2015 (the "Agreement"), pursuant to which City retained Consultant to provide engineering services, as further described in the Agreement;

WHEREAS, the City awarded the contract to the Consultant based on its qualifications subsequent to a competitive selection process;

WHEREAS, on or about March 22, 2018, the Parties extended the Agreement for an additional one (1) year term via the First Amendment;

WHEREAS, on or about March 22, 2019, the Parties again extended the Agreement for an additional one (1) year term via the Second Amendment;

WHEREAS, on or about December 18, 2019, the Parties amended the Agreement adding services for the implementation of the street improvement bond funded program known as "Paving the Way" (Fiscal Year 2019/2020) to this contract via the Third Amendment;

WHEREAS, on or about March 25, 2020, the Parties extended the Agreement on a month-to-month basis via the Fourth Amendment;

WHEREAS, on or about August 12, 2020, the Parties amended the Agreement adding services for the implementation of the street improvement bond funded program known as "Paving the Way" (Fiscal Years 2020/2021 and 2021/2022) to this contract via the Fifth Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to restructure the staff augmentation services as defined in the Agreement.

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to amend the Agreement upon such terms and conditions as mutually agreed to by the Parties;

SIXTH AMENDMENT TO AGREEMENT NO. 3066

Page 2 of 2

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 the Agreement as follows:

SECTION 1. Compensation.

For the Term of this Sixth Amendment, Consultant shall be compensated at the annual rate set forth in the Agreement and as shown in Consultant's Proposal, dated January 27, 2015.

Notwithstanding the above, for staff augmentation services only, the Consultant shall be compensated at the rate set forth in Consultant's proposal letter dated December 24, 2020, hereto attached as Exhibit "A" to this Sixth Amendment. Total compensation for these staff augmentation services shall not exceed \$31,720 per month. The City reserves the right to adjust the level of service, including both the amount of staffing hours, number of Consultant staff used to provide services, and the classification of Consultant's staff providing services to meet City's operational demands, at City's sole discretion. Any such adjustment shall become effective upon 30 days' prior written notice to Consultant.

SECTION 2. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Compensation, the remainder of the Agreement, including all Amendments, shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS

René Bobadilla, P.E.
City Manager

Sid Mousavi,
CEO

ATTEST:

Christopher Jimenez,
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman,
City Attorney



December 24, 2020

Mr. James Enriquez, Director of Public Works
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Mr. Enriquez,

Thank you for the time that you spent with us negotiating a new staffing augmentation structure for the engineering department. Per your instruction, we are revising our contract's retainer agreement for the staffing augmentation to include 24 hours for a Senior Public Works Inspector, 16 hours for a Senior Engineering Associate, and 16 hours for a City Traffic Engineer. Below are the details of the rates based on the hourly rate schedule included in our last contract amendment:

1.	Sr. Public Works Inspector	24 hours per week @ \$115/hr = \$2,760
2.	Sr. Engineering Associate	16 hours per week @ \$131/hr = \$2,096
3.	City Traffic Engineer	16 hours per week @ \$154/hr = \$2,464
Total :		\$7,320/week or, \$7,320/week (52 weeks/12 months) = \$31,720/ month

As always, it has been a pleasure working with you and your staff. Upon the approval of the above staffing augmentation retainer rate based on the hours and classifications above, we will then immediately reflect this new retainer amount in our future invoicing.

Thank You.

Sincerely,
Infrastructure Engineers

Sid J. Mousavi, MSCE, P.E.
Chief Executive Officer

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

TO: Honorable Mayor and Members of the City Council

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

BY: Michael Solorza, Director of Finance

SUBJECT: **Authorize Purchase of Upgraded Office Workspace Furniture from BlueSpace Interiors**

DATE: January 13, 2021

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into a purchase agreement for upgraded office workspace furniture from BlueSpace Interiors for the Finance Department in an amount not-to-exceed \$150,000.

BACKGROUND

The office workspace furniture throughout the west side of City Hall is over forty years old and does not meet a host of ergonomic and Americans with Disabilities Act (ADA) requirements. In addition, the physical layout does not meet minimum ADA accessibility requirements. The Finance Department workspace cubicles and layout also do not allow for social distancing, with employees working closely together in “low-rise” spaces (i.e., no barriers between work areas).

The Police Department is currently utilizing BlueSpace Interiors to provide upgraded report writing and investigations room furniture and office spaces. This is the same company that provided the furniture in the newly renovated Fire Department Administration offices in the eastside of City Hall. Continuing efforts to upgrade workspaces to meet various State and Federal requirements, while also providing more modern work areas, Staff has been working with BlueSpace Interiors to provide an upgraded furniture and layout concept for the Finance Department.

For example, the current configuration of the cashier area in Finance does not have an ADA compliant desk area. Any customer in a wheelchair would not be able to easily conduct business with the current raised counter. The updated configuration provides for a lowered counter space (Attachment A). In addition, the general layout of the department will be updated to provide adequate space and access to all areas, something currently not possible with the current layout of office spaces (Attachment A).

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF JANUARY 13, 2021
Authorize Purchase of Upgraded Office Workspace Furniture from BlueSpace Interiors
Page 2 of 2

Providing updated and ergonomic work spaces for staff is essential to ensure productivity. Moreover, the new layout of the department will provide more storage, filing and meeting space. In the end, the “look” of the department will be updated to be harmonious with recent office furniture updates throughout City Hall.

FISCAL IMPACTS

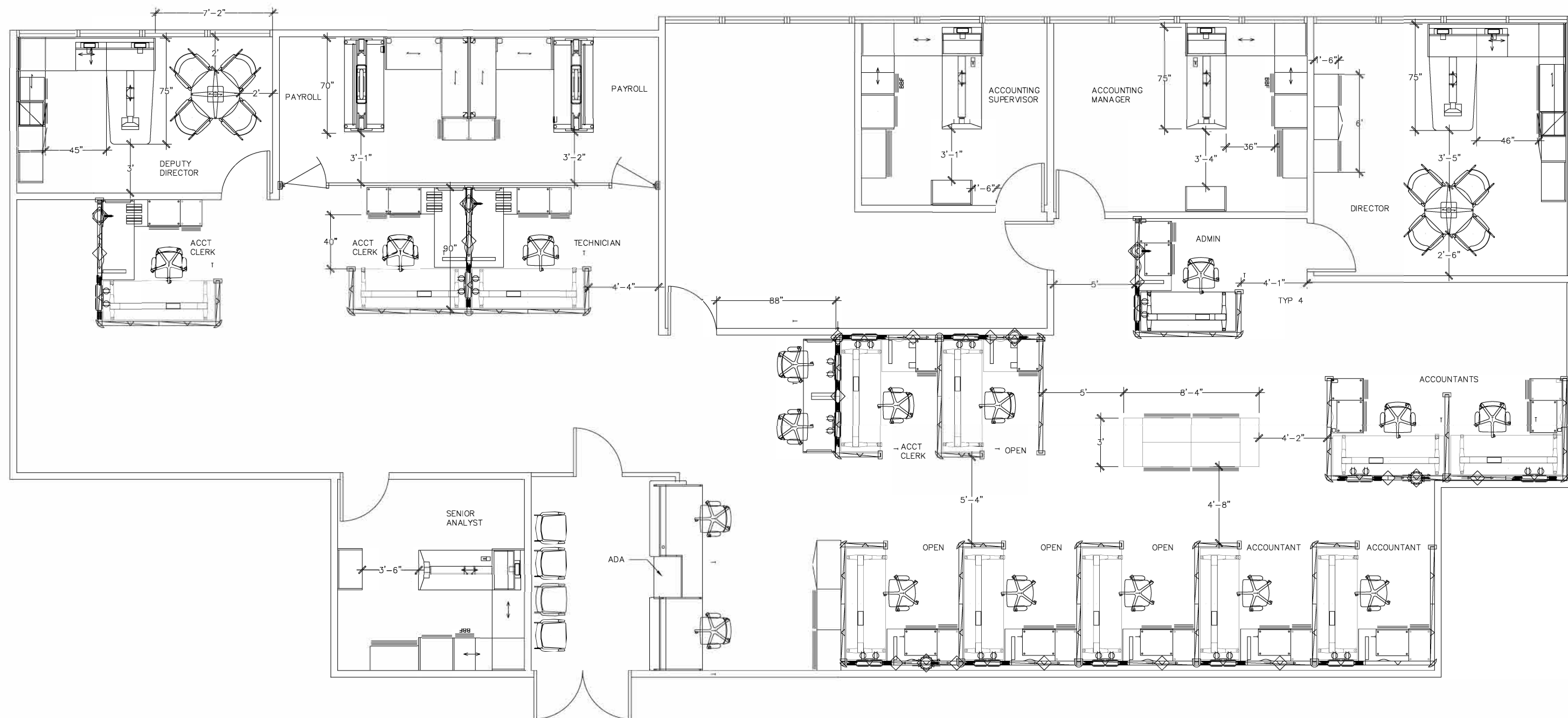
The recommended action estimates a cost of \$150,000. There is funding available by utilizing the Series 2009A excess bond proceeds – the same source of funding utilized for the recent replacement of the City Hall roof and air conditioning, renovation of the Fire Department Administration wing in City Hall and other necessary and required upgrades. No budget amendment is needed, as sufficient appropriations exist in the Fiscal Year 2020-21 for this project.

SUMMARY

The City Council will consider authorizing the City Manager to purchase upgraded office workspace furniture from BlueSpace Interiors for the Finance Department.

ATTACHMENT

Attachment A: Proposed Finance Department Layout



FINANCE

PROJECT NAME:
MONTEBELLO- CITYHALL

APPROVAL:

DATE: _____

SIGNATURE: _____

Sign off confirms that the Specifications and drawings have been reviewed and accepted as being accurate and complete.

NO.	REVISION DETAILS:	DATE:
1	TEST RT	9.10.20



DRAWN BY:
AS

CHECKED BY:

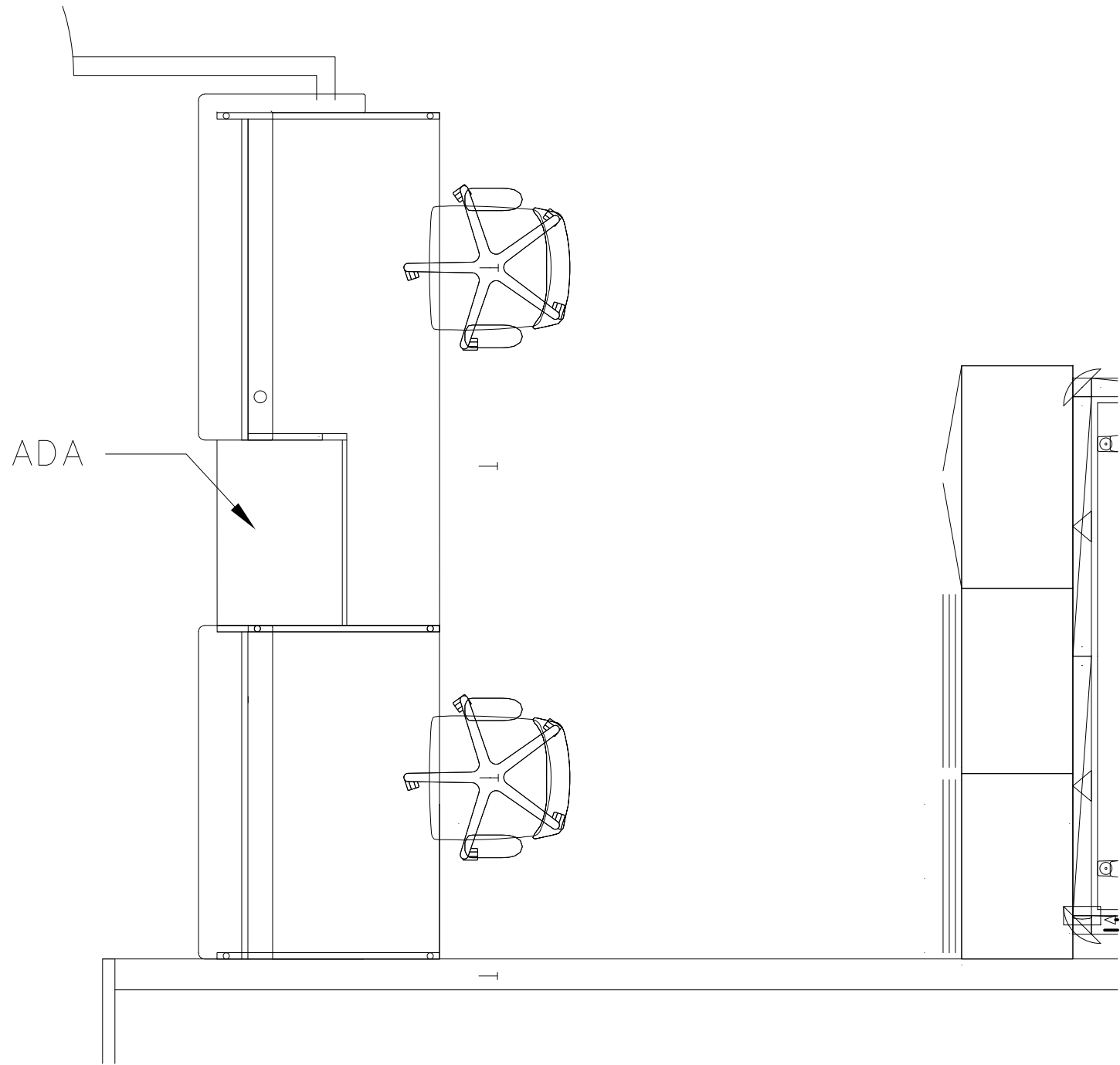
PROJECT NO:

SCALE:
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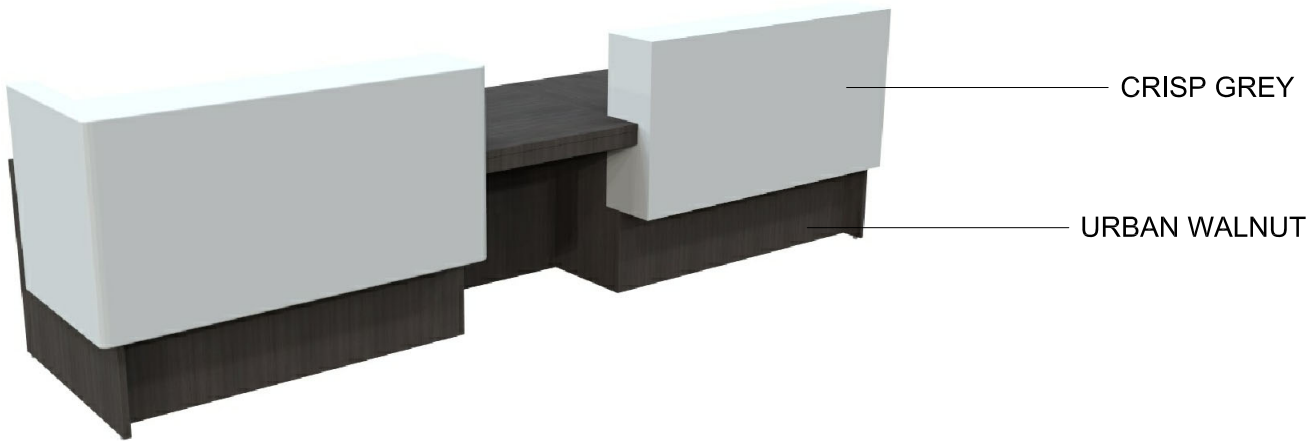
DATE: 12.15.20

THIS LAYOUT IS THE PROPERTY OF BLUESPACE INTERIORS
AND SHOULD NOT BE DISTRIBUTED TO OTHER VENDORS.
IF LAYOUT IS PROVIDED TO ANOTHER VENDOR,
DESIGN CHARGES WILL BE MADE TO THE CLIENT.

bluespace
INTERIORS



RECEPTION



RECEPTION UNIT



RECEPTION STORAGE

PROJECT NAME:
MONTEBELLO- CITYHALL

APPROVAL:

DATE:

SIGNATURE:

Sign off confirms that the Specifications and drawings have been reviewed and accepted as being accurate and complete.

NO.	REVISION DETAILS:	DATE:
1.	TEST FIT	9/18/20



DRAWN BY:

AS

CHECKED BY:

PROJECT NO:

SCALE:

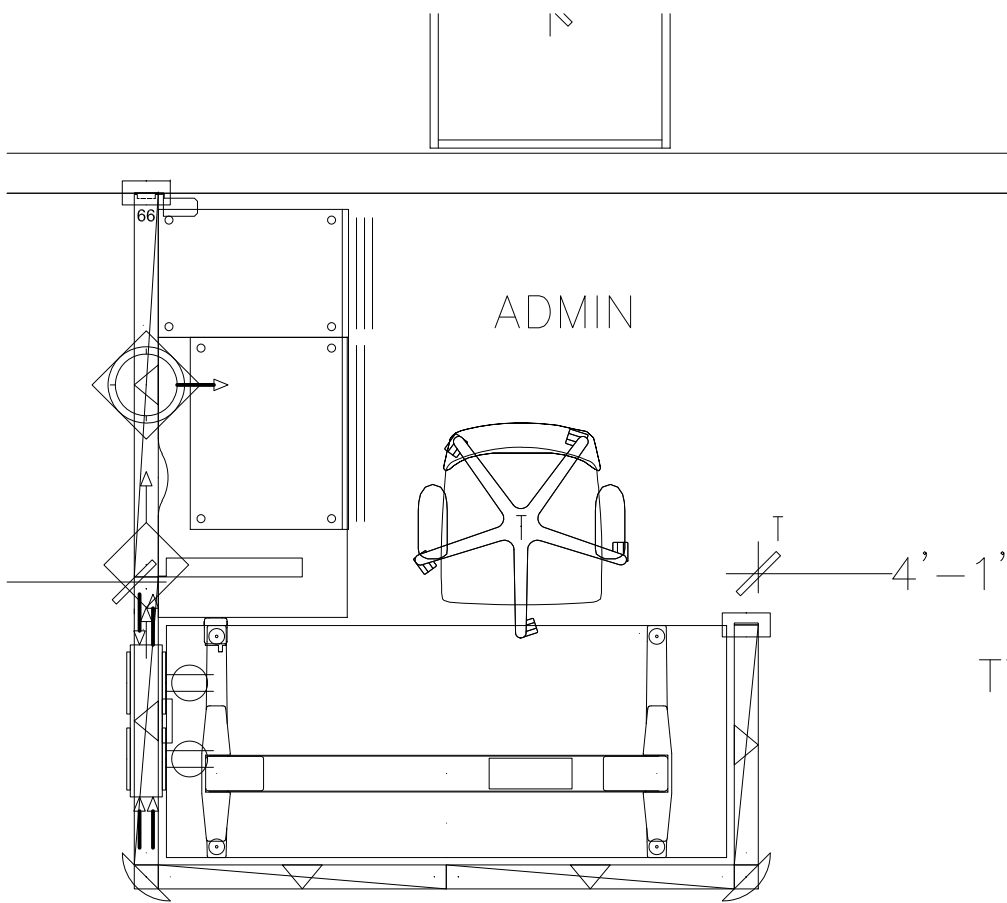
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DATE:

12.15.20

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bluespace
INTERIORS



CLEAR GLASS

WALES CORWEN

SOFT GRIS

CRISP GREY



URBAN WALNUT

SOFT GRIS

PLATINUM

OPEN AREA TYPICAL 1

PROJECT NAME:
MONTEBELLO- CITYHALL

APPROVAL:

DATE:

SIGNATURE:

Sign off confirms that the Specifications and drawings have been reviewed and accepted as being accurate and complete.

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NO.	REVISION DETAILS	DATE
1	TEST FIT	9/18/20



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PROJECT NO:

SCALE:

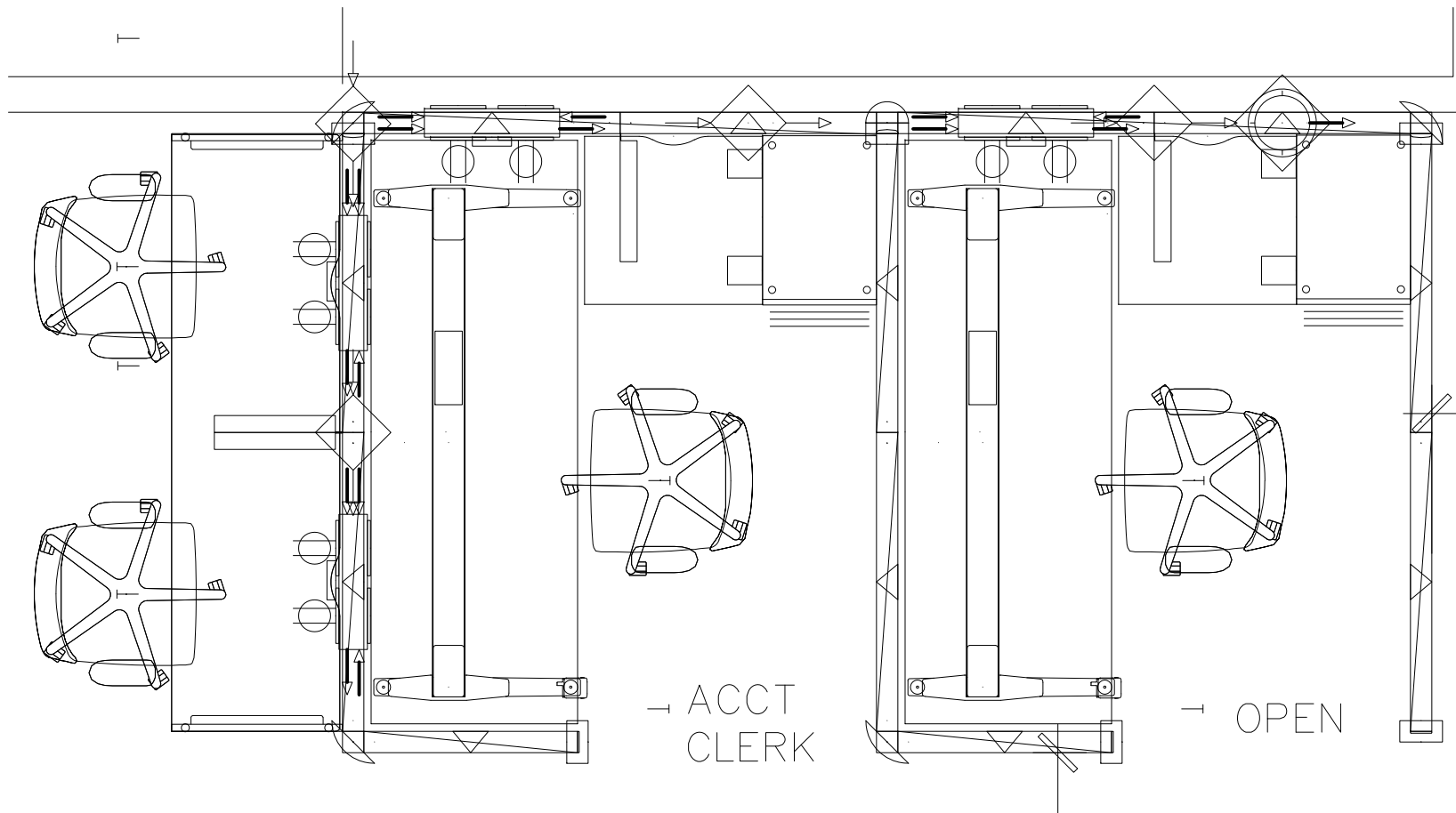
1/2"=1'-0"

DATE:

12.15.20

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bluespace
INTERIORS



CLEAR GLASS

WALES CORWEN

URBAN WALNUT

CRISP GREY

SOFT GRIS

PLATINUM

OPEN AREA TYPICAL 2

PROJECT NAME:
MONTEBELLO- CITYHALL

APPROVAL:

DATE:

SIGNATURE:

Sign off confirms that the Specifications and drawings have been reviewed and accepted as being accurate and complete.

NO.	REVISION DETAILS	DATE
1	TEST FIT	9/18/20



DRAWN BY:
AS

CHECKED BY:

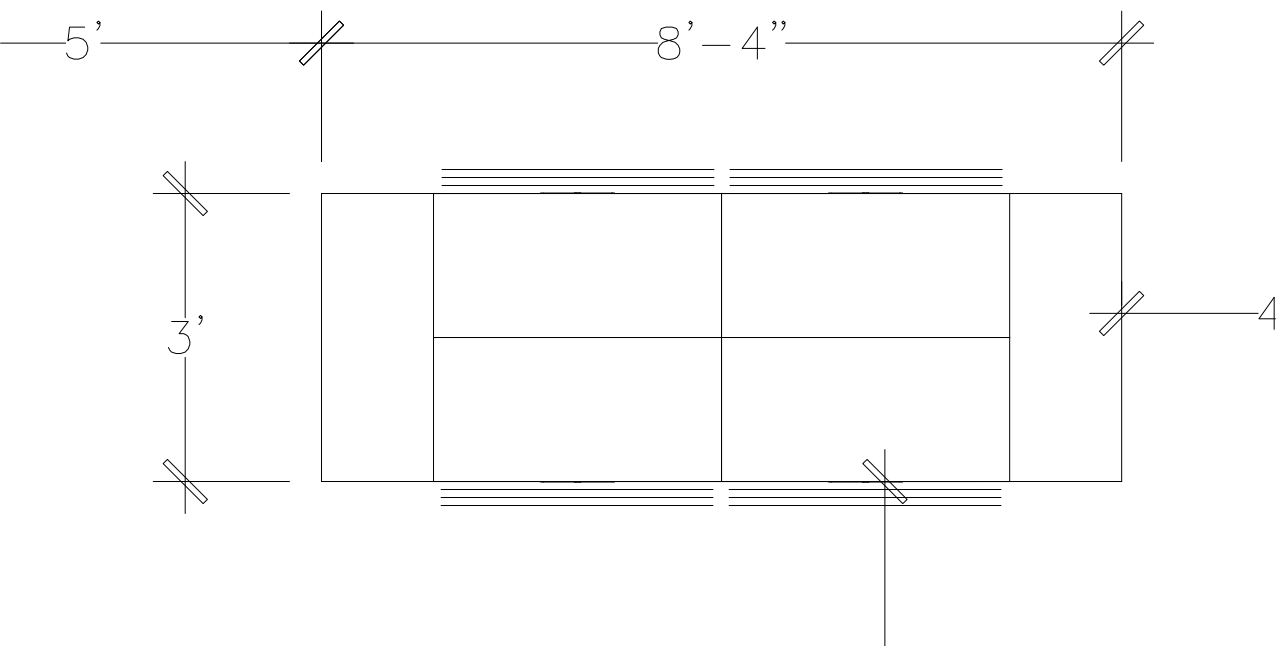
PROJECT NO:

SCALE:
1/2"=1'-0"

DATE:
12.15.20

THIS LAYOUT IS THE PROPERTY OF BLUESPACE INTERIORS AND SHOULD NOT BE DISTRIBUTED TO OTHER VENDORS. IF LAYOUT IS PROVIDED TO ANOTHER VENDOR, DESIGN CHARGES WILL BE MADE TO THE CLIENT.

bluespace
INTERIORS



OPEN AREA STORAGE

PROJECT NAME:
MONTEBELLO- CITYHALL

APPROVAL:

DATE:

SIGNATURE:

Sign off confirms that the Specifications and drawings have been reviewed and accepted as being accurate and complete.

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NO.	REVISION DETAILS:	DATE:
1.	TEST FIT	9.18.20



DRAWN BY:

AS

CHECKED BY:

PROJECT NO:

SCALE:

1/4"= 1'-0"

DATE:

12.15.20

THIS LAYOUT IS THE PROPERTY OF BLUESPACE INTERIORS AND SHOULD NOT BE DISTRIBUTED TO OTHER VENDORS. IF LAYOUT IS PROVIDED TO ANOTHER VENDOR, DESIGN CHARGES WILL BE MADE TO THE CLIENT.

bluespace
INTERIORS

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve First Amendment to Vehicle Body Repair and Painting Agreement No. 3690**

DATE: January 13, 2021

RECOMMENDATIONS

It is recommended that the City Council:

1. Approve the First Amendment to Agreement No. 3690, extending maintenance services with Montebello Autocraft, Inc. ("Autocraft") for a one-year term with the City of Montebello for vehicle body repair and painting; and
2. Authorize the City Manager and/or his Designee to execute the first amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

BACKGROUND

In September 2019, the City Council approved a maintenance services agreement (Agreement No. 3690, Attachment B) with Montebello Autocraft, Inc. ("Autocraft") for vehicle body repair and painting for all City-owned vehicles. The Agreement was for an initial one-year term, with the option for renewal of up to four (4) additional, one-year terms.

The vehicle body repair and painting services will be on an as-needed basis and it is estimated that the City's annual expenditures related to these services will not exceed the sum of Seventy-Five Thousand Dollars (\$75,000); based on Article III ("Compensation") in Agreement No. 3690 (Attachment B).

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF JANUARY 13, 2021
Approve First Amendment to Vehicle Body Repair and Painting Agreement No. 3690

Page 2 of 2

ANALYSIS

Under the authority of Agreement No. 3690, the City Council is being asked to consider extending the contract service with Autocraft for vehicle body repair and painting for all City-owned and operated vehicles (this includes, Transit, Police, Fire, Parks and Recreation, Public Works, etc.). This extension will provide ample time for staff to develop and issue a request for proposal (RFP) for this service.

The purpose of the amendment (Attachment A) shall be to exercise the option to extend the agreement by an additional one-year term; from September 11, 2020, to September 10, 2021, and authorize the City Manager and/or his Designee to execute the first amendment on behalf of the City. Staff is aware of the delay in time in bringing this matter before the City Council. Unfortunately, such delay was due in part to short-staffing and an oversight in the administration of this contract. Notwithstanding the lapse in time, it has been determined that the underlying Agreement (Agreement No. 3690) has not yet expired pursuant to Section 12.6 of Article XII (Termination,” Attachment B), can be amended as proposed here, and all parties involved agree to continue facilitating services as provided thus far.

FISCAL IMPACT

As part of the approved Fiscal Year (FY) 2020-21 Budget, funding for vehicle repair and painting services are appropriated in the Maintenance and Operations Budgets of the following Departments: Public Works, Police, Fire, Parks and Recreation, and Transportation. The annual cost for the proposed services is not to exceed Seventy-Five Thousand Dollars (\$75,000). No budget amendment is needed as sufficient appropriations exist in the adopted budget for these various, as-needed services, and this first amendment is not changing the “not to exceed amount” agreed upon in the original agreement (See Article III, Attachment B). The FY 2021-22 budget will include appropriate funding, as the proposed new term extends into the next fiscal year.

SUMMARY

That the City Council will consider approving a first amendment (Attachment A) to Agreement No. 3690 with Autocraft for vehicle body repair and painting for an additional one-year term not to exceed the sum of Seventy-Five Thousand Dollars (\$75,000); and consider authorizing the City Manager, and/or his Designee, to execute the first amendment on behalf of the City.

ATTACHMENTS

Attachment A: First Amendment to Agreement No. 3690
Attachment B: Agreement No. 3690

**FIRST AMENDMENT TO AGREEMENT NO. 3690
BY AND BETWEEN THE CITY OF MONTEBELLO AND
MONTEBELLO AUTOCRAFT INC**

This First Amendment to Agreement No. 3690 ("First Amendment") is made and entered into as of the ____th day of _____, 2021 ("Effective Date"), by and between the City of Montebello, a municipal corporation duly organized and existing under the law of the State of California ("Agency"), and Montebello Autocraft, Inc., a California corporation ("Contractor"). Agency and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Agency and Contractor are Parties to that certain Agreement No. 3690 for vehicle body repair and painting for all City departments with an "Effective Date" of September 11, 2019 ("Agreement"), pursuant to which Agency contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, Article XIX ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, per Article XXI ("Term") the initial term of the Agreement shall be for one (1) year with an option to renew a maximum of four (4) one-year (1-year) terms; provided that terms and conditions remain the same or as mutually agreed upon by the parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to exercise one of the four one-year (1-year) options as authorized by Articles XIX and XXI of the Agreement and as otherwise provided herein; and

WHEREAS, to exercise the option to extend the Agreement by an additional year, an amendment to the Term and Compensation (further defined below) is required.

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

AMENDMENTS

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this First Amendment, the Parties hereto agree to extend the term of Agreement for a first one-year term, from September 11, 2020 to September 10, 2021 ("First Extension"), as authorized under Article XIX of the Agreement.

SECTION 3: AMENDMENT TO COMPENSATION. Through this First Amendment, the Parties hereto also agree to amend the compensation due under Article III ("Compensation") of the Agreement for the purposes of incorporating costs associated with the First Extension. The agreed-upon compensation for the First Extension shall not exceed **Seventy-Five Thousand (\$75,000)**. Such sum shall include all amounts payable to Contractor for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. Agency shall pay Contractor upon thirty (30) day of receipt of invoice(s) and full acceptance of product and services by the Agency. Said compensation of the First Extension shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole there of in the manner of time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work.

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this First Amendment with respect to the Term and Compensation of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

SECTION 5. COUNTERPARTS. This First Amendment may be executed in counterparts all of which shall constitute but one original, and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Contract Agreement No. 3690 as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

FIRST AMENDMENT TO AGREEMENT NO. 3690

Page 3 of 3

CITY OF MONTEBELLO
("AGENCY")

MONTEBELLO AUTOCRAFT, INC.
("CONTRACTOR")

René Bobadilla, P.E., City Manager

Varoujan Mahserejian

Date:

Date:

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AGREEMENT NO. 3690

**CONTRACT AGREEMENT
FOR VEHICLE BODY REPAIR AND PAINTING
BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO AUTOCRAFT INC.,
(RFQ NO. Q-19-30)**

This Contract Agreement ("Agreement") is made and entered into for the above stated project this 11TH day of September, 2019, by and between the City of Montebello, a California municipal corporation ("AGENCY") and Montebello Autocraft, Inc., a California corporation ("CONTRACTOR"). AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred herein as the "Parties."

RECITALS

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

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

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **VEHICLE BODY REPAIR AND PAINTING CONTRACT** ("Project") as further described in RFQ No. **Q-19-30**.

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

AGREEMENT

ARTICLE I. Incorporation of Recitals and other Contract Documents

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

ARTICLE II. Services to be performed by CONTRACTOR

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

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by AGENCY. AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to AGENCY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

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

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

ARTICLE IX. Indemnification

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

immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. AGENCY shall pay CONTRACTOR its reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against AGENCY under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights AGENCY is entitled to, shall become AGENCY property upon the date of termination. Further, CONTRACTOR agrees to execute any documents necessary for AGENCY to perfect, memorialize, or record AGENCY's ownership of rights provided herein.

12.5 Upon the valid termination of this Agreement as provided herein, AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

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

ARTICLE XIII. Dispute Resolution and Legal Remedies

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

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

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

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-consultants and applicants are employed, and that employees are treated during employment,

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this 12 day of September, 2018.

CITY OF MONTEBELLO
("CITY")

AUTOCRAFT, INC.
("CONTRACTOR")



Rene Bobadilla, City Manager



Federal Tax Identification No. _____

Date: 9/12/19

Date: 10/7/19

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services**

DATE: January 13, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services; and
- 2) Authorize the City Manager to enter into a professional services agreement with Blais & Associates, Inc. for grant writing services for three (3) years for an amount not-to-exceed \$195,000 with the option of two (2), one-year extensions at \$65,000 each year, for a maximum contract term of five (5) years and a total not-to-exceed contract value of \$325,000.
- 3) Take such additional, related, action that may be desirable.

BACKGROUND

On September 9, 2020, the City Council of the City of Montebello ("City Council") approved the issuing of a Request for Proposal (RFP) to solicit Grant Writing Services to seek funding for various City of Montebello ("City") Fire Department ("Fire Department") projects. The Fire Department's Fiscal Year (FY) 2020-21 Budget approved on June 24, 2020, allocated \$65,000 annually to obtain Grant Writing Services to support the Fire Department's future projects (Account No. 100-85-860-6040.10, Outside Contracts).

Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services

Page 2 of 3

The Fire Department is addressing its sustainability strategies as a vital mechanism to its future growth and ability to be prepared for future challenges. These strategies are intended to support the mission of the fire services and increase the Fire Department's ability to be competitive in seeking additional funding that will support the Fire Department's ability to provide better support to the community, while minimizing the fiscal impact on the General Fund by utilizing grant funding.

ANALYSIS

On November 23, 2020, RFP No. 21-22 for Grant Writing Services was posted on PlanetBids generating notices to registered vendors. The City received three (3) proposals in response to RFP No. 21-22. The vendors were identified as prospective consultants for the type and scope of work in the specification. The Fire Department selected an evaluation panel of staff to review, score, and assess the proposals. The panel consisted of the Fire Department's Deputy Director, Battalion Chief, and Social Work Coordinator. The proposals were evaluated based on criteria set forth in RFP No. 21-22 and were scored on various aspects of their proposals. Total scoring could range from 0 to 110. The vendors are listed below, ranked from highest to lowest total score received:

Firm Name	Location
Blais & Associates, Inc.	Irvine, CA
Evan Brooks	Pasadena, CA
Global Urban Strategies, Inc.	Montebello, CA

Based on the proposals submitted by each firm, Blais & Associates, Inc. was selected as the most qualified firm and meeting the project requirements. The Department proposes to contract with Blais & Associates ("Blais"). The Fire Department plans on working closely with the grant writing services in seeking local, County, State, and Federal grant funding to improve service delivery, address service gaps, implement the needs of the Fire Department service-oriented programs and community services. The Department often seeks funding that relates to pre-and post-emergency or disaster related projects, to support critical recovery initiatives, innovative research, novel Coronavirus ("COVID-19") response, housing initiatives, homeless services, and many other programs.

If approved and authorized, staff will prepare and execute the proposed Professional Services Agreement (in a form and content to be reviewed and approved by the City Attorney's Office) for grant writing services.

Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services

Page 3 of 3

ENVIRONMENTAL

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

FISCAL IMPACTS

If approved, the initial three-year (3-year) term of the Professional Services Agreement will commence on January 14, 2021, and run through January 13, 2024, with the option at that point to renew for an additional two (2), one-year terms. There is no need to amend the FY 2020-21 budget as adequate appropriations for this item were included in the amount of \$65,000 for FY 2020-21 (Account No. 100-85-860-6040.10). Funding for the second and third years will be contingent upon approval and adoption of FY 2021-22 and FY 2022-23 budgets. The contract will be executed for three years for an amount not to exceed \$195,000 (\$65,000/year), with the option of two (2), one-year extensions at \$65,000 each year.

SUMMARY

Upon review and analysis of the three (3) responses to the City's RFP No. 21-22 for Grant Writing Services, staff recommends awarding a professional services agreement to Blais & Associates, Inc. for the negotiated not-to-exceed amount of \$195,000 for a three-year (3-year) contract term (translating to \$65,000 per year). It is being requested that the City Council authorize the City Manager to enter into an agreement (in a form and content to be reviewed and approved by the City Attorney's Office) for grant writing services, as this will allow an opportunity to pursue several forthcoming grant opportunities for the Fire Department.

ATTACHMENTS

Attachment A: Grant Writer RFP No. 21-22

**CITY OF MONTEBELLO
REQUESTS FOR PROPOSALS**

RFP #21-22

November 16, 2020

GRANT WRITING SERVICES
FOR
CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: December 18, 2020

City of Montebello

Fire Department

www.cityofmontebello.com

**NOTICE REGARDING DISCLOSURE
OF CONTENTS OF DOCUMENT**

All responses to this Request for Proposal (RFP) accepted by the City of Montebello (City) shall become the exclusive property of the City. At such time as the City Manager recommends a contractor to the City Council, and such recommendation, with any recommended contract appears on the Council agenda, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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I. REQUEST FOR PROPOSAL

TO PROSPECTIVE BIDDERS

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

DATE OF SOLICITATION: Monday, November 23, 2020

PRE-PROPOSAL MEETING: There will be No Pre-Proposal Meeting

SUBMITTAL DUE DATE: Thursday, **December 17, 2020, at 2:00 p.m.** ("deadline"), via the PlanetBids vendor portal. Place "FIRE DEPARTMENT GRANT WRITING SERVICES" in the subject line, and no physical copy would be required. The City assumes no responsibility for errors or delays caused by electronic e-mails, public or private carriers in delivering any proposals. All submittals must be received on or before the deadline.

ANTICIPATED AWARD DATE: Monday, December 28, 2020

ANTICIPATED COMMENCEMENT DATE: Friday, January 15, 2021

PROPOSAL CONTACTS:

Any questions and/or correspondence concerning this RFP must be submitted in writing to the PlanetBids vendor portal or to the contact:

CONTACT:

Name: City of Montebello-Fire Department
Address: 1600 West Beverly Boulevard
Montebello, California 90640
Contact: Angélica Palmeros, Deputy Director, Fire Department
Contact Phone: (323) 887-4540 ext. 547
Contact E-Mail: apalmeros@cityofmontebello.com

II. BACKGROUND AND PROJECT DESCRIPTION

The City of Montebello is soliciting proposals from qualified firms or individuals to provide the Montebello Fire Department (or the “Department”) with “on-call” as-needed, professional grant writing services. The Montebello Fire Department intends to select a qualified grant writer to assist in researching and identifying potential grants and providing general grant writing services associated with the completion and submission of grant applications.

The goal of the selected Grant Services provider shall include, but is not limited to, researching and identifying:

- Funding to assist the Department in reaching its goals and objectives;
- Funding opportunities for activities that would otherwise be financed by the General Fund;
- Funds opportunities to cover one-time costs versus ongoing operational costs;
- Funding opportunities the Department would not be able to respond to in a timely manner due to lack of staff or workload restraints;
- Funding opportunities that will promote innovated approaches and research-based strategies;
- Funding for collaborative efforts with multiple departments, agencies, community-based organizations and/or other jurisdictions; and
- Opportunities to leverage significant additional resources.

The service contract will remain in effect for three (3) years, in an amount not to exceed \$65,000 per year. The service contract will also allow the parties to extend the agreement

for an additional two (2), one-year terms, upon further written approval and authorization by both parties, and contingent upon City Council approval.

III. SCOPE OF WORK

The selected Grant Writing Services provider will provide prompt professional grant writing services, on an “on-call”, as needed, basis for all assigned projects. Assistance includes but is not limited to:

- Developing overall grant outline; working with appropriate Department staff and team to determine writing assignments, including providing an estimate of how much City staff time will be needed at the beginning of each project;
- Providing the Department project manager with a list of stakeholders that will be need to contact and any relevant information required;
- Taking the lead in scheduling meetings, bringing together stakeholders and obtaining relevant information from multiple stakeholders;
- Ensuring that all required components of proposal are included in submission, ensuring adherence to grant evaluation criteria;
- Providing budget guidance and justifications in alignment with City policies and personnel guidelines and in conformance with grant solicitation requirements;
- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements and succinctness prior to Department final review and submittal to funder;
- Organizing facts, data, statistics and narrative collected and written as part of assigned projects and making those items available to the Department for future use; and
- Regularly providing the Department with a grants forecast and timely suggestions of which grants to pursue based on the priorities of the Fire Chief and other City needs, interest, and capacity.

IV. PROPOSAL SUBMITTAL

The City will select, as to the RFP, the lowest, best qualified complete proposal. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to split the award, reject all bids and circulate another RFP or award contract(s) in a manner that best suits the City’s needs.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one (1) or more contractors, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP, if required. The contractor, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one (1) or more firms responding to this RFP, and may enter into more than one (1) contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

V. PROPOSAL FORMAT AND CONTENT

The proposal should be responsive, concise, and free of jargon to the extent possible, and should conform to the following order and content.

Section 1	Cover Letter
The cover letter shall be used to identify the respondent, their name and contact information, and information relative to their introduction. Provide office location and staffing which will be allocated to be providing services to the City.	
Section 2	Description
The description of the respondent shall explain the overall team and approach, methods and strategies for providing the requested services (refer to Scope of Work).	
Section 3	Budget
The pricing for the delivery of services, including breakdown of additional services.	
Section 4	Organizational Chart
Provide an organization chart with names and areas of responsibility for each principle and manager, with resumes, as well as support personnel.	
Section 5	Experience and References
Provide at least three agencies or companies that you have provided similar services for within the last five years, and provide a contact name, telephone number and electronic mail address.	

VI. SELECTION PROCESS AND CRITERIA

Step 1-Proposal Reviews

Upon receiving the proposals by the deadline, each consultant packet will be evaluated by the Fire Department personnel, for completeness and the best-qualified consultants will be invited to participate in the selection process and subsequent be contacted for a follow-up interview.

The selection process will evaluate and score responsive proposals with the following criteria and weights:

Evaluation Criteria	Available Points
Project Approach & Performance	25 pts
Professional Experience	25 pts
Proposers Capacity and Capability	25 pts
Proposed Budget	15 pts
References	10 pts
Local Knowledge and Background	10 pts

*The cost-effectiveness of the consultants will be considered, but not be the only and definitive factor.

Successful proposals will demonstrate the ability to meet and exceed the following evaluation criteria:

- **Project Approach and Performance** – Points will be assigned based on how well the proposal demonstrates an understanding of the request and the proposer's services. The services should be tailored to fit the City's unique needs, and the proposer should explain how they will accomplish each task identified in the Scope of Work. The proposer should discuss any foreseen issues and challenges for each task and demonstrate alternative solutions to overcome or minimize potential barriers. The proposer should also reference similar completed projects to illustrate any unique or innovative strategies that contributed to success.

- **Professional Experience** – Points will be assigned based on the proposer's description of professional qualifications and experience. Successful proposals should clearly describe any experience and past achievements with implementing similar specialized services.
- **Proposer Capacity and Capability** – Points will be assigned based on the qualification of the proposer provided in their resume and the identification of key staff members who will assist with providing the services or in general how will the proposer plans to provide the qualified staff. Points will also be assigned based on the samples provided of the proposer's prior work and projects.
- **Proposed Budget**– Points will be assigned based on the provided detailed budget and description of items necessary to support the project. The project's budget should be feasible, realistic, accurate, and cost effective.
- **References** – Points will be assigned based on the proposer's comprehensive list of references for other public and private entities where the same or similar services were provided.
- **Local Knowledge and Background** – Points will be assigned based on the proposer's knowledge, background, and experience with grant writing services. Proposers should describe how this knowledge and/or experience will favorably contribute to the delivery and success of the grant writing services, and any other special considerations.

Step 2-Evaluation and Scoring

The panel will review and score proposals during the week of December 21, 2020.

Step 3-Agreement

An agreement will be drafted for the parties to negotiate the precise responsibilities, terms, and payments, and other City requirements.

Step 4 -Approval

Upon completion of the agreement, the City Council will be presented with the preferred consultant and their respective agreement for approval and execution by the City Manager. This will tentatively be presented at the City Council Meeting on January 13, 2021.

VII. GENERAL TERMS AND PROVISIONS

Contract Documents:

A Draft Standard Agreement is attached herewith and shall be agreed to by the successful Bidder. The Agreement entered into by the parties shall consist of the final Grant Writing Services Agreement ("Agreement"), the Request for Proposals, the signed proposal submitted by the Contractor together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner all of which shall be referred to collectively as the "Contract Documents."

Contract Modification and Amendment:

The parties may adjust the specific terms of the final Agreement where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the selected Bidder must be in writing to the City. Any agreed upon modification or amendment must be in writing (and if authorized), approved by the City Manager and or his/her designee, and signed by both parties.

Agreement Terms:

The Agreement term shall be for a period of 3 years. At the conclusion of the 3-year Agreement, the parties may extend the Agreement for up to two (2) additional, one-year (1-year) terms upon further written approval and authorization.

Agreement Administration:

The Fire Chief, and/or his designee, shall be the City's authorized representative in all matters pertaining to the administration of the Agreement.

Insurance:

Selected Bidder shall provide a certificate or will-serve letter indicating that they will be issued a policy or policies of insurance in the following types and amounts:

- (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) minimum combined single limits of **One Million Dollars and Zero Cents** (\$1,000,000) per occurrence and **Two Million Dollars and Zero Cents** (\$2,000,000) aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of Services under this Agreement;
- (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) with minimum combined single limits coverage of **One Million Dollars and Zero Cents** (\$1,000,000) per accident for bodily injury and property damage covering any vehicle; and
- (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (EL) with a minimum limit of **One Million Dollars and Zero Cents** (\$1,000,000) per accident or the amount required by law, whichever is greater.
- (4) *Maintenance Liability.* If applicable, selected Bidder shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall have minimum combined single limits coverage of **One Million Dollars and Zero Cents** (\$1,000,000) per claim and **Two Million Dollars and Zero Cents** (\$2,000,000) aggregate, on a form approved by the City Attorney.
- (5) *Professional Liability.* Professional liability/errors and omissions insurance (as applicable to the Contractor's profession), with minimum combined single limits coverage of **One Million Dollars** (\$1,000,000) per claim and **Two Million Dollars** (\$2,000,000) aggregate, on a form approved by the City Attorney.

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to City.

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by City if requested. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Contractor's performance of Services under this Agreement

The insurer shall agree to waive all rights of subrogation against City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policies which arise from work performed by the Contractor. The policies shall contain a waiver of subrogation in favor of City.

Except for professional liability and workers' compensation policies, the insurance policies shall state that insurance coverage shall be primary insurance as respects City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to City—unless canceled for non-payment, in which case the insurer shall give ten (10) calendar days' written notice to City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its directors, officials, officers, employees, agents and volunteers; (3) include a description of operations; and (4) list the Certificate Holder as "City of Montebello."

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the

scope of protection afforded to City, its directors, officials, officers, employees, agents and volunteers.

Any deductibles or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

Costs:

The City assumes no responsibility for any costs incurred by a respondent in the preparation and/or presentation of a proposal in the response to this requires.

Rights:

The City reserves the right to reject any or all proposals received or request additional information from any or all of the consultant respondents, in order to ascertain the qualifications of the respondent for the requested service.

Completeness:

To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the respondent authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the respondent for a period to extend until June 30, 2021

Ownership:

All documents prepared by the respondents under this request shall become the property of the City upon receipt of the City.

Public Records Act:

Responses to this RFP become the exclusive property of the City and bay be subject to the California Public Records Act. Those elements, if any, in each proposal which are

trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure.

It is the responsibility of each Bidder to clearly identify information in their proposal that it considers to be confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is deemed to be required by a law or by an order of a Court.

Bidders that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

Award Protest:

The final award of the contract shall be made by the City Council, and is final and may not be appealed or be subject to the protest provisions of the public bidding statutes. The City may consider any award upon a finding of good cause at its sole discretion.

Communication with the City:

It is the responsibility of each Bidder to inquire about any requirement of this RFP that the Bidder does not understand. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be submitted via Addendum and posted on the City website with the original RFP. The City will not be bound by oral responses to inquiries or written responses other than addenda.

Address all inquiries via PlanetBid, or by emailing Angélica Palmeros, Deputy Director, Fire Department, apalmeros@cityofmontebello.com

Withdrawal of Proposals:

A proposal may be withdrawn by the Bidder prior to the date and time for submittal of proposals, by means of a written request signed by the Bidder by and through its properly authorized officer or through PlanetBid.

Proposal Understanding:

Bidder shall be solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing themselves with respect to any and all conditions, which may in any way affect their proposals, or the performance of the Services in the event the Bidder is selected.

By submitting their proposals, Bidder agree and assure that the proposal terms and conditions and Contract provisions are adequate and acceptable, and each Bidder accepts the terms and conditions in the Contract Documents as defined below and indicate their ability to perform the services under such terms and conditions by submission of their proposals. Any exceptions should be noted in each Bidder's response or proposal.

VIII. EXHIBIT A- SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
BY AND BETWEEN
CITY OF MONTEBELLO
AND
[CONSULTANT NAME]
CONSULTANTS

THIS AGREEMENT ("Agreement") is made and entered into on _____, 20__, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and [NAME OF CONSULTANT] (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to assist CITY in evaluating alternative approaches to the management of its water system; and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

DELETE THE FOLLOWING "WHEREAS" PARAGRAPH IF PSA AWARDED WITHOUT RFP PROCESS

WHEREAS, CONSULTANT responded to CITY's Request for Proposals dated [DATE] (RFP No. [X]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

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

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

B. CONSULTANT shall be compensated a sum not-to-exceed (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

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

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

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

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement hereinbelow ("Effective Date"), and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

[OPTIONAL LANGUAGE IF EXTENSIONS PERMITTED]: Thereafter, this Agreement may be extended for a maximum of [SPELL OUT NUMBER] (#) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement].

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

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

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

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

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

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years, unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONSULTANT. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONSULTANT for such reuse.

SECTION 4. WORK PRODUCT.

A. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONSULTANT may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Administrator ("City Administrator").

SECTION 6. CITY SUPERVISION.

The City Administrator shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Administrator.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONSULTANT during the Term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONSULTANT in the event

of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

- **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

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

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

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

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

CONSULTANT shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or

self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

D. The representations and warranties made by the parties to this Agreement shall

survive the consummation of the transaction herein described.

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

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 21. NOTICE.

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

CITY ADMINISTRATOR
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONSULTANT

Rene Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

**Exhibit “A”
Scope of Services**

Exhibit “B”
Schedule of Performance

**Exhibit “C”
Schedule of Compensation**

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Authorization to enter into a Sole Source Purchase Agreement with Compressed Air Specialties Inc. for the Purchase of Emergency/First-Responder Air Compressor Systems

DATE: January 13, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the City Manager to execute a Sole Source Purchase Agreement with Compressed Air Specialties Inc., a Bauer Compressed Authorized Factory; and
- 2) Authorize total expenditures in a not-to-exceed amount of \$180,000 to account for two (2) Air Compressors and other supportive/installation services; and
- 3) Take such additional, related action that may be desirable.

BACKGROUND

The City of Montebello ("City") Fire Department ("Fire Department") utilizes Self Contained Breathing Apparatus (SCBA) gear when combating fires and other events where supplemental (i.e., contained) air is needed due to the toxic nature of the environment. This is standard equipment with all fire personnel, with extra tanks carried on engines and trucks as needed. The Fire Department has two (2) systems used to refill the SCBA tanks when they are empty (i.e., after battling a fire). The systems are located at Fire Stations 55 and 56. The air compressors at the stations allow Fire Department personnel to easily and quickly refill SCBA tanks – keeping staff on-duty and able to respond to emergencies. Both of the air compressor systems are over thirty years old. After conducting an assessment of these compressors, it has been determined they are obsolete and pose a threat to anyone utilizing them. Currently, because of the potential danger of the compressors exploding while refilling tanks, Fire Department personnel must travel to the City of Monterey Park to refill empty tanks. Not having the

Authorization to enter into a Sole Source Purchase Agreement with Compressed Air Specialties Inc. for the Purchase of Emergency/First-Responder Air Compressor Systems

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ability to conduct refills within the City takes first responders out of service while they travel to a neighboring city.

Therefore, it is recommended that both obsolete compressors be replaced with modern, up-to-date systems. The City utilizes Compressed Air Specialties Inc., a Bauer Compressed Authorized Factory, the leading sales and service distributor, and the recommended brand of compressor, to service and maintain the air compressors in the SCBA system. Established in 1950 and located in Anaheim, California, Compressed Air Specialties Inc. are the largest Bauer distributor on the West Coast. Compressed Air Specialties Inc. is currently serving various other fire departments in the area as Bauer has appointed them for the Area of Primary Responsibility, which includes the City of Montebello.

All fire services are required to comply with the following regulations and standards for the Self Contained Breathing Apparatus (SCBA) for fire stations and containment units: National Fire Protection Association (NFPA) 1989: Standard on Breathing Air Quality for Emergency Services Respiratory Protection, NFPA 1500: Standard on Fire Department Occupational Safety and Health Program, various Occupational Safety and Health Administration rules; Underwriter Laboratory Practices, and recommendations from the Compressed Gas Association. Therefore, due to the required mandated regulations, the current installed air compressors do not meet the standards because:

- 1) The unit(s) are no longer supported, and are obsolete (i.e., 30 years old;
- 2) Safety, the compressor(s) are no longer able to maintain the necessary pressure and moisture to operate, and are required to be replaced every 15 years;
- 3) The air compressor unit(s) are required by Cal/OSHA Title 8, Section 5144 (i)(7) to have an operating Carbon Monoxide monitor, which the current units do not have; and,
- 4) The SCBA tank is unable to be filled correctly which can cause a potential rupture and cause extreme damage or even injury to the operator.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a

Authorization to enter into a Sole Source Purchase Agreement with Compressed Air Specialties Inc. for the Purchase of Emergency/First-Responder Air Compressor Systems

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significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

The adopted Fiscal Year (FY) 2020-21 budget for the Fire Department includes \$60,000 for air compressor upgrades (Account No. 100-85-860-6010.10, Machinery and Equipment). Staff is requesting approval of a sole-source agreement in a not-to-exceed amount of \$180,000, which would cover the cost of replacing and installing both compressor systems (one each at Fire Station 55 and 56). Fire Department personnel will proceed with purchasing and installing one compressor system, which will meet current demand (Station 56). The second compressor will be purchased at a later date, once an evaluation of repairs needed at Station 55 is completed.

The Fire Suppression Division budget for FY 2020-21 included over \$543,000 in supplemental funding for various needs including, hoses, turnouts, ladders, heavy equipment, etc. Fire Department personnel are prioritizing these purchases, and not all items will be purchased in the current fiscal year. Therefore, savings in the Fire Department budget will allow it to fully purchase and install one compressor, with the possibility of having sufficient funding for the second without having to amend the budget.

Therefore, no budget amendment is needed at the current time. Subsequent quarterly budget reports will request additional appropriations for the second compressor unit if necessary.

SUMMARY

Staff is requesting that the City Council authorize the City Manager to approve a sole source purchase order agreement with Compressed Air Specialties, Inc. for the purchase of two (2) replacement air compressor systems in a not-to-exceed amount of \$180,000.

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. 1502, consisting of 12 pages, and including**

**Warrant No.:
Checks No.: 591363 through 591613;
1475
ACH 0
ACH 173 through 256**

**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 13th DAY OF JANUARY, 2021.

Kimberly Ann Cobos-Cawthorne, Mayor

ATTEST:

APPROVE AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of January, 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



City of Montebello
Register of Demands No. 1502

From Payment Date: 12/09/20 - To Payment Date: 12/31/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331- General Account					
591363	12/09/2020	\$198.08	BUILDING IMPROVEMENTS	1674	1st JON INC.
591364	12/09/2020	\$3,449.25	SUPPLIES	2736	ARROWHEAD EMBLEMS
591365	12/09/2020	\$171,478.00	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES, INC.
591366	12/09/2020	\$2,500.00	CONTRACT SERVICES	3049	MUNISERVICES, LLC
591367	12/09/2020	\$942.43	CONTRACT SERVICES	2979	BIOCLEAN ENVIRONMENTAL SERVICES, INC.
591368	12/09/2020	\$17,933.71	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
591369	12/09/2020	\$165.00	DUES & SUBSCRIPTIONS	41840	CALIFORNIA PARK AND RECREATION SOCIETY (CPRS)
591370	12/09/2020	\$281.46	CONTRACT SERVICES	36870	CINTAS CORPORATION
591371	12/09/2020	\$60.00	CONTRACT SERVICES	2582	DAILY ALJIAN, LLP
591372	12/09/2020	\$6,800.00	CONTRACT SERVICES	41130	MIHM INC.
591373	12/09/2020	\$1,776.13	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
591374	12/09/2020	\$1,590.28	UNIFORM EXPENSE	55650	GALLS, LLC
591375	12/09/2020	\$4,245.76	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
591376	12/09/2020	\$2,140.34	MACHINERY & EQUIPMENTS	3045	IEC - INTERSTATE ELECTRIC
591377	12/09/2020	\$712.98	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
591378	12/09/2020	\$862.35	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
591379	12/09/2020	\$6,472.65	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
591380	12/09/2020	\$45.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
591381	12/09/2020	\$47,365.00	BUILDING IMPROVEMENTS	2156	LEED ELECTRIC INC.
591382	12/09/2020	\$3,126.44	SUPPLIES	26670	LIFE-ASSIST, INC.
591383	12/09/2020	\$500.00	DUES & SUBSCRIPTIONS	56630	LOS ANGELES COUNTY POLICE CHIEFS' ASSOCIATION
591384	12/09/2020	\$10,172.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
591385	12/09/2020	\$10,000.00	CONTRACT SERVICES	739	MEXICAN AMERICAN OPPORTUNITY FOUNDATION
591386	12/09/2020	\$716.11	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
591387	12/09/2020	\$5,716.20	SUPPLIES	26460	ORBIT RENTALS, INC.
591388	12/09/2020	\$200.00	DUES & SUBSCRIPTIONS	202	POLICE EXECUTIVE RESEARCH FORUM



City of Montebello
Register of Demands No. 1502

From Payment Date: 12/09/20 - To Payment Date: 12/31/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
591389	12/09/2020	\$24,400.00	CONTRACT SERVICES	2535	REMIX SOFTWARE, INC.
591390	12/09/2020	\$1,287.72	SUPPLIES	317	ROAD AMERICA, INC.
591391	12/09/2020	\$78.91	UNIFORM EXPENSE	2002	JAY O. MARTINEZ
591392	12/09/2020	\$40.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
591393	12/09/2020	\$401.34	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
591394	12/09/2020	\$4,981.78	CONTRACT SERVICES	3030	HENRY S. DAVID
591395	12/09/2020	\$279.55	CONTRACT SERVICES	131	UNITED SITE SERVICES
591396	12/10/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
591397	12/10/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
591398	12/10/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
591399	12/10/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
591400	12/10/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
591401	12/10/2020	\$987.20	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC.
591402	12/10/2020	\$553.36	UTILITY SERVICES	38380	AT&T
591403	12/10/2020	\$18.18	UTILITY SERVICES	39550	AT&T
591404	12/10/2020	\$220.44	UTILITY SERVICES	39550	AT&T
591405	12/10/2020	\$9,734.73	CONTRACT SERVICES	299	BALLARD & BALLARD INVESTIGATIONS
591406	12/10/2020	\$170.40	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
591407	12/10/2020	\$1,926.95	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
591408	12/10/2020	\$45,549.48	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
591409	12/10/2020	\$187.99	FUEL	1894	ECONOMY RENTAL, INC.
591410	12/10/2020	\$171.35	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO.
591411	12/10/2020	\$753.53	SUPPLIES	5390	THE FLAG SHOP
591412	12/10/2020	\$4,900.70	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
591413	12/10/2020	\$88.75	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
591414	12/10/2020	\$427.38	SUPPLIES	9470	GRAINGER, INC.
591415	12/10/2020	\$388.02	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.



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591416	12/10/2020	\$8,296.84	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
591417	12/10/2020	\$2,520.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
591418	12/10/2020	\$182.64	SUPPLIES	2935	MARTIN AUTO COLOR, INC.
591419	12/10/2020	\$620.48	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
591420	12/10/2020	\$18,366.63	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
591421	12/10/2020	\$41,098.20	CONTRACT SERVICES	42180	PCAM, LLC
591422	12/10/2020	\$539.86	RETIREMENT	42490	LINDA PAYAN
591423	12/10/2020	\$30.15	UTILITY SERVICES	100	PICO WATER DISTRICT
591424	12/10/2020	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
591425	12/10/2020	\$13.16	SUPPLIES	3017	RIGOBERTO SANCHEZ
591426	12/10/2020	\$1,501.90	RETIREMENT	9340	GEORGE S. SIMONIAN
591427	12/10/2020	\$6,572.71	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
591428	12/10/2020	\$115.77	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
591429	12/10/2020	\$3,090.00	CONTRACT SERVICES	217	TRACKIT LLC
591430	12/10/2020	\$535.60	RETIREMENT	27300	ROBERT C. TUFANO
591431	12/10/2020	\$3,221.47	CONTRACT SERVICES	20070	UC REGENTS
591432	12/10/2020	\$2,715.00	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
591433	12/10/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
591434	12/10/2020	\$1,539.77	UTILITY SERVICES	23610	VERIZON WIRELESS
591435	12/10/2020	\$2,207.04	UTILITY SERVICES	23610	VERIZON WIRELESS
591436	12/10/2020	\$2,970.70	UTILITY SERVICES	23610	VERIZON WIRELESS
591437	12/10/2020	\$200.09	UTILITY SERVICES	23610	VERIZON WIRELESS
591438	12/10/2020	\$1,301.61	UTILITY SERVICES	23610	VERIZON WIRELESS
591439	12/10/2020	\$51.67	UTILITY SERVICES	23610	VERIZON WIRELESS
591440	12/10/2020	\$456.61	UTILITY SERVICES	23610	VERIZON WIRELESS
591441	12/10/2020	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
591442	12/10/2020	\$11,667.80	BUILDING IMPROVEMENTS	993	IVA SOLUTIONS, INC.



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591443	12/17/2020	\$40.00	CARPOOL INCENTIVE	3089	NATALIE RAMIREZ
591444	12/17/2020	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
591445	12/17/2020	\$2,261.50	CONTRACT SERVICES	3083	AAA FLAG & BANNER MFG. CO. INC.
591446	12/17/2020	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
591447	12/17/2020	\$1,611.40	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC.
591448	12/17/2020	\$8,232.24	AFLAC OTHER	55860	AFLAC
591449	12/17/2020	\$688.94	UTILITY SERVICES	2257	AIRESPRING INC.
591450	12/17/2020	\$2,790.00	CONTRACT SERVICES	3072	GARY A. BACIO
591451	12/17/2020	\$143.60	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
591452	12/17/2020	\$4,110.53	BUILDING IMPROVEMENTS	3024	BP CABINETS, INC.
591453	12/17/2020	\$125.00	TRAINING	2717	CALIFORNIA CLETS USERS GROUP
591454	12/17/2020	\$4,475.13	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
591455	12/17/2020	\$562.92	CONTRACT SERVICES	36870	CINTAS CORPORATION
591456	12/17/2020	\$768.77	SUPPLIES	26080	L. N. CURTIS & SONS
591457	12/17/2020	\$5,620.00	CONTRACT SERVICES	41130	MIHM INC.
591458	12/17/2020	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
591459	12/17/2020	\$1,000.00	SUPPLIES	1528	FAN4LIFEDECALS
591460	12/17/2020	\$97.49	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
591461	12/17/2020	\$56,271.18	LEASE PAYMENT	1872	FIRST SECURITY FINANCE
591462	12/17/2020	\$33,457.97	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC.
591463	12/17/2020	\$912.73	BUILDING IMPROVEMENTS	2654	GOLDEN STAR TECHNOLOGY, INC.
591464	12/17/2020	\$745.00	CONTRACT SERVICES	46870	HDL COREN & CONE
591465	12/17/2020	\$825.00	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
591466	12/17/2020	\$69.40	PAYROLL TAXES PAYABLE	1100	UNITED STATES TREASURY
591467	12/17/2020	\$16,629.05	CONTRACT SERVICES	2539	JL GROUP, LLC
591468	12/17/2020	\$23,527.74	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
591469	12/17/2020	\$487.20	CONTRACT SERVICES	3035	LOS ANGELES COUNTY AUDITOR - CONTROLLER



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591470	12/17/2020	\$1,164.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
591471	12/17/2020	\$1,305.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
591472	12/17/2020	\$104.00	SUPPLIES	12180	M'S FLOWERS
591473	12/17/2020	\$2,536.47	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
591474	12/17/2020	\$2,537.11	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
591475	12/17/2020	\$270.95	SUPPLIES	15620	OFFICE DEPOT
591476	12/17/2020	\$682.92	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
591477	12/17/2020	\$957.06	FUEL	19700	SYNCHRONY BANK
591478	12/17/2020	\$48.00	RECREATION CLASSES	3087	ANGELICA PONCE
591479	12/17/2020	\$109.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
591480	12/17/2020	\$1,482.19	SUPPLIES	503	QUADIENT, INC.
591481	12/17/2020	\$714.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
591482	12/17/2020	\$146.63	SUPPLIES	317	ROAD AMERICA, INC.
591483	12/17/2020	\$137.44	CONTRACT SERVICES	36350	SHRED-IT USA
591484	12/17/2020	\$136.40	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
591485	12/17/2020	\$421.02	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
591486	12/17/2020	\$22,448.93	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
591487	12/17/2020	\$2,819.67	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
591488	12/17/2020	\$729.95	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
591489	12/17/2020	\$1,109.78	TRAINING	3066	V & V MANUFACTURING
591490	12/17/2020	\$2,207.04	UTILITY SERVICES	23610	VERIZON WIRELESS
591491	12/17/2020	\$744.78	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
591492	12/17/2020	\$2,380.30	UTILITY SERVICES	38380	AT&T
591493	12/17/2020	\$4,900.71	UTILITY SERVICES	39550	AT&T
591494	12/17/2020	\$2,157.10	UTILITY SERVICES	39550	AT&T
591495	12/17/2020	\$9,041.12	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
591496	12/17/2020	\$151,938.81	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON



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591497	12/17/2020	\$352.18	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
591498	12/24/2020	\$183.40	UTILITY SERVICES	39550	AT&T
591499	12/24/2020	\$44.84	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
591500	12/24/2020	\$84,858.06	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591501	12/24/2020	\$14,557.84	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591502	12/24/2020	\$1,960.56	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
591503	12/24/2020	\$5,814.36	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
591504	12/24/2020	\$280.76	BUILDING IMPROVEMENTS	1674	1st JON INC.
591505	12/24/2020	\$88.50	CONTRACT SERVICES	17680	ALVARADOSMITH
591506	12/24/2020	\$359.16	VEHICLE MAINTENANCE/EXPENSES	46090	AIRWAVE COMMUNICATIONS ENTERPRISES
591507	12/24/2020	\$990.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
591508	12/24/2020	\$429.98	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
591509	12/24/2020	\$1,605.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
591510	12/24/2020	\$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
591511	12/24/2020	\$12,125.00	BUILDING IMPROVEMENTS	2735	BOB MARDIGIAN FLOOR COVERING
591512	12/24/2020	\$1,898.82	MACHINERY & EQUIPMENTS	1922	BORDERLAN, INC.
591513	12/24/2020	\$1,343.23	BUILDING IMPROVEMENTS	3024	BP CABINETS, INC.
591514	12/24/2020	\$224.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
591515	12/24/2020	\$32,582.11	VEHICLE PURCHASES	1700	72 HOUR LLC
591516	12/24/2020	\$2,414.48	ADVERTISING/PRINTING SERVICES	3061	CORCORAN QUALITY GRAPHICS, INC.
591517	12/24/2020	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
591518	12/24/2020	\$175.20	TRAVEL & MEETINGS	3091	DOUBLE DIAMOND INVESTMENT GROUP, INC.
591519	12/24/2020	\$12,155.06	CONTRACT SERVICES	1586	TALX CORPORATION
591520	12/24/2020	\$988.06	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
591521	12/24/2020	\$5,370.48	CONTRACT SERVICES	3350	GARVEY EQUIPMENT COMPANY
591522	12/24/2020	\$41,507.00	BUILDING IMPROVEMENTS	2939	GIROUX GLASS, INC.
591523	12/24/2020	\$459.41	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS, INC.



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591524	12/24/2020	\$914.69	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
591525	12/24/2020	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
591526	12/24/2020	\$192.59	SUPPLIES	18760	FEDERICO JIMENEZ
591527	12/24/2020	\$45.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
591528	12/24/2020	\$951.52	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
591529	12/24/2020	\$172.50	DUES & SUBSCRIPTIONS	68090	LEARNING FOR LIFE
591530	12/24/2020	\$56.00	SUPPLIES	26670	LIFE-ASSIST, INC.
591531	12/24/2020	\$5.95	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
591532	12/24/2020	\$13,143.00	CONTRACT SERVICES	47110	LM SYSTEMS
591533	12/24/2020	\$988.52	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
591534	12/24/2020	\$504.00	BUILDING IMPROVEMENTS	2931	M-VISION GRAPHICS INC.
591535	12/24/2020	\$257.49	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
591536	12/24/2020	\$5,501.07	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
591537	12/24/2020	\$300.74	SUPPLIES	15620	OFFICE DEPOT
591538	12/24/2020	\$5,850.00	CONTRACT SERVICES	3082	PACIFIC REALTY ASSOCIATES, INC.
591539	12/24/2020	\$1,817.04	PERMITS AND FEES	59760	POWER PLUS INTERNATIONAL, INC.
591540	12/24/2020	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
591541	12/24/2020	\$175.76	MAIL/ POSTAL EXPENSE	503	QUADIENT, INC.
591542	12/24/2020	\$1,895.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
591543	12/24/2020	\$293,531.45	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
591544	12/24/2020	\$60,759.92	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
591545	12/24/2020	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
591546	12/24/2020	\$2,200.00	TRAINING	3090	CLINTON L. ACHZIGER/SENTINEL DEFENSE LLC
591547	12/24/2020	\$5,303.25	CONTRACT SERVICES	2361	SIEMENS MOBILITY
591548	12/24/2020	\$15,269.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD
591549	12/24/2020	\$553.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD
591550	12/24/2020	\$3,062.50	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS



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591551	12/24/2020	\$1,000.00	CONTRACT SERVICES	7990	WATERFORD TECHNOLOGIES
591552	12/24/2020	\$658.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
591553	12/24/2020	\$15,052.50	CONTRACT SERVICES	8160	WINCAL TECHNOLOGY CORPORATION
591554	12/31/2020	\$71.18	TRAINING	1670	ADAMSON POLICE PRODUCTS
591555	12/31/2020	\$148.84	SUPPLIES	24200	AAT, INC./ALL AMERICAN TROPHY & ENGRAVING COMPANY
591556	12/31/2020	\$600.00	CONTRACT SERVICES	3076	CHRISTOPHER JOHNSON
591557	12/31/2020	\$34,963.00	CONTRACT SERVICES	1855	DARKTRACE LIMITED
591558	12/31/2020	\$141.07	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
591559	12/31/2020	\$3,934.63	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
591560	12/31/2020	\$8,323.82	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC.
591561	12/31/2020	\$190.00	DUES & SUBSCRIPTIONS	8330	INTERNATIONAL ASSOCIATION OF
591562	12/31/2020	\$754.35	TRAINING	116	ADAM MITCHELL
591563	12/31/2020	\$3,017.00	BUILDING IMPROVEMENTS	1665	MONTEBELLO SPEAKER REPAIR CENTER, INC.
591564	12/31/2020	\$3,514.89	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
591565	12/31/2020	\$21,909.00	IMPROVEMENTS OTHER THAN BUILDING	3028	ONWARD ENGINEERING
591566	12/31/2020	\$420.00	CONTRACT SERVICES	43	RELIABLE MONITORING SERVICES
591567	12/31/2020	\$355.65	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
591568	12/31/2020	\$7,217.44	COPIER REPAIR/SERVICES	2747	U.S. BANK EQUIPMENT FINANCE
591569	12/31/2020	\$4,843.95	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC COMPANY
591570	12/31/2020	\$160.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
591571	12/31/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
591572	12/31/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
591573	12/31/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
591574	12/31/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
591575	12/31/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
591576	12/31/2020	\$1,289.65	CONTRACT SERVICES	2593	ART SIGN WORKS INC.
591577	12/31/2020	\$553.36	UTILITY SERVICES	38380	AT&T



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591578	12/31/2020	\$5,944.20	UTILITY SERVICES	39550	AT&T
591579	12/31/2020	\$56.57	UTILITY SERVICES	39550	AT&T
591580	12/31/2020	\$275.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
591581	12/31/2020	\$147.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
591582	12/31/2020	\$225.00	CONTRACT SERVICES	3076	CHRISTOPHER JOHNSON
591583	12/31/2020	\$8,185.92	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
591584	12/31/2020	\$2,263.80	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
591585	12/31/2020	\$350.00	CONTRACT SERVICES	3093	EASTCO POWDER COATING, INC
591586	12/31/2020	\$45.78	SUPPLIES	38020	FLEET PRIDE, INC.
591587	12/31/2020	\$742.01	UNIFORM EXPENSE	55650	GALLS, LLC
591588	12/31/2020	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
591589	12/31/2020	\$478.95	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
591590	12/31/2020	\$271.48	SUPPLIES	9470	GRAINGER, INC.
591591	12/31/2020	\$195.57	SUPPLIES	15440	HOSE-MAN, INC.
591592	12/31/2020	\$3,789.41	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
591593	12/31/2020	\$415.23	CONTRACT SERVICES	9830	JOHN'S LIFT REPAIR SERVICE INC
591594	12/31/2020	\$897.24	VEHICLE MAINTENANCE/EXPENSES	2935	MARTIN AUTO COLOR, INC.
591595	12/31/2020	\$1,471.41	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
591596	12/31/2020	\$2,290.44	CONTRACT SERVICES	450	MUNICIPAL EMERGENCY SERVICES, INC.
591597	12/31/2020	\$165.00	CONTRACT SERVICES	19250	N/S CORPORATION
591598	12/31/2020	\$244.81	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
591599	12/31/2020	\$2,250.00	CONTRACT SERVICES	61370	PADILLA & ASSOCIATES, INC.
591600	12/31/2020	\$37,362.00	CONTRACT SERVICES	42180	PCAM, LLC/PARKING COMPANY OF AMERICA LLC.
591601	12/31/2020	\$109.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
591602	12/31/2020	\$486.00	SUPPLIES	18730	QUETEL, AN OMNIGO COMPANY
591603	12/31/2020	\$2,863.65	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591604	12/31/2020	\$336.46	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.



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591605	12/31/2020	\$4,301.33	UTILITY SERVICES	526	T-MOBILE USA, INC.
591606	12/31/2020	\$12,819.08	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
591607	12/31/2020	\$1,041.31	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
591608	12/31/2020	\$553.75	UTILITY SERVICES	23610	VERIZON WIRELESS
591609	12/31/2020	\$2,463.34	CONTRACT SERVICES	61850	X-IGENT PRINTING INC.
591610	12/31/2020	\$903.90	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
591611	12/31/2020	\$903.90	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
591612	12/31/2020	\$3,149.64	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
591613	12/31/2020	\$695.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC

Subtotal **\$1,747,191.02**

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173	12/09/2020	\$67,989.40	CONTRACT SERVICES	ADVANCED APPLIED ENGINEERING, INC.
174	12/09/2020	\$961.51	SERVICE	ALLSTAR FIRE EQUIPMENT INC.
175	12/09/2020	\$2,201.56	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
176	12/09/2020	\$22.51	SERVICE	ASTRO PLUMBING SUPPLY CO.
177	12/09/2020	\$482,912.80	SERVICE	ATHENS SERVICES
178	12/09/2020	\$266.61	SERVICE	BEROKOFF ELECTRIC
179	12/09/2020	\$9,600.00	SERVICE	CALIFORNIA CHOICE ENERGY AUTHORITY
180	12/09/2020	\$63,910.72	SERVICE	CENTRAL BASIN MUNICIPAL WATER DISTRICT
181	12/09/2020	\$61.18	SERVICE	CLEAN SWEEP SUPPLY CO. INC
182	12/09/2020	\$346.89	SERVICE	COMLOCK SECURITY GROUP, INC.
183	12/09/2020	\$10,746.92	SERVICE	FM THOMAS AIR CONDITIONING INC.
184	12/09/2020	\$242.44	SERVICE	HI-WAY SAFETY, INC.
185	12/09/2020	\$2,804.00	LEGAL SERVICE	LIEBERT CASSIDY WHITMORE
186	12/09/2020	\$2,600.00	CONTRACT SERVICES	LOS ANGELES PARTYWORKS, INC.
187	12/09/2020	\$6,200.00	SERVICE	MR. ROOTER PLUMBING
188	12/09/2020	\$36,938.09	CONTRACT SERVICES	NATIONWIDE ENVIRONMENTAL SERVICES
189	12/09/2020	\$21.85	MILEAGE REIMBURSEMENT	PANOSIAN, JO ANN
190	12/09/2020	\$1,039.37	SERVICE	SAUCE CREATIVE SERVICES CORP.
191	12/09/2020	\$187.72	CONTRACT SERVICES	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
192	12/09/2020	\$634.01	REIMBURSEMENT	VALLE, FERNANDO
193	12/10/2020	\$33,295.61	SERVICE	ALLSTAR FIRE EQUIPMENT INC.
194	12/10/2020	\$446.56	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
195	12/10/2020	\$2,459.10	SERVICE	BEROKOFF ELECTRIC



City of Montebello
Register of Demands No. 1502

From Payment Date: 12/09/20 - To Payment Date: 12/31/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR # VENDOR NAME
196	12/10/2020	\$450.81	SERVICE	CLEAN SWEEP SUPPLY CO. INC
197	12/10/2020	\$948.27	CONTRACT SERVICES	HD INDUSTRIES
198	12/10/2020	\$1,375.00	SERVICE	SOTO, MARIO
199	12/17/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	ANDRADE, ERIKA L
200	12/17/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	ANTUNEZ, DANIEL
201	12/17/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	LOPEZ, MICHAEL
202	12/17/2020	\$80.00	TRANSIT INCENTIVE PROGRAM	NEVAREZ, SAMANTHA
203	12/17/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	PADILLA, BRIANNON
204	12/17/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	SAUCEDO, NICOLE I
205	12/17/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	VALENZUELA, MATTHEW , A
206	12/17/2020	\$3,115.99	SERVICE	ALLSTAR FIRE EQUIPMENT INC.
207	12/17/2020	\$6,010.95	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
208	12/17/2020	\$118,975.76	CONTRACT SERVICES	ANTARES GOLF LLC
209	12/17/2020	\$264.60	SERVICE	ARTE PRINTING
210	12/17/2020	\$6,221.02	SERVICE	CLEAN SWEEP SUPPLY CO. INC
211	12/17/2020	\$158.16	REIMBURSEMENT	COINER, JAMES
212	12/17/2020	\$25,750.00	LEGAL SERVICE	HAZELRIGG CLAIMS MANAGEMENT SERVICES
213	12/17/2020	\$17,236.37	COPIER MONTHLY SERVICE	IBE DIGITAL
214	12/17/2020	\$26,441.53	SERVICE	PERFORMANCE TRUCK REPAIR INC.
215	12/17/2020	\$6,484.99	CONTRACT SERVICES	S & S LABARGE GOLF INCORPORATED
216	12/17/2020	\$2,400.00	SERVICE	SUNSET DETECTIVES
217	12/24/2020	\$10,894.00	SERVICE	A-1 STEEL FENCE CO., INC.
218	12/24/2020	\$150,471.35	CONTRACT SERVICES	ADVANCED APPLIED ENGINEERING, INC.
219	12/24/2020	\$13,865.59	SERVICE	ALLSTAR FIRE EQUIPMENT INC.
220	12/24/2020	\$9,405.37	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
221	12/24/2020	\$163.72	SERVICE	ARTE PRINTING
222	12/24/2020	\$33.47	SERVICE	ASTRO PLUMBING SUPPLY CO.
223	12/24/2020	\$1,950.00	SERVICE	CALIFORNIA COMMUNITY ECONOMIC DEVELOPMENT ASSOC.
224	12/24/2020	\$884.78	FTF & F/S L/E EMPLOYEES FY 20/21	CIGNA BEHAVIORAL HEALTH
225	12/24/2020	\$882.95	JANITORIAL SUPPLIES	CLEAN SWEEP SUPPLY CO. INC
226	12/24/2020	\$500.00	REC MANAGEMENT SOFTWARE	COGRAN SYSTEMS LLC
227	12/24/2020	\$68,638.98	CONTRACT SERVICES	COMPLETE COACH WORKS
228	12/24/2020	\$8,557.00	METROLINK LANDSCAPING SERVICE	COMPLETE LANDSCAPE CARE, INC.
229	12/24/2020	\$186.15	REPLACEMENT DECALS FOR POLICE UNIT 1-	DECALS BY DESIGN, INC.
230	12/24/2020	\$4,725.00	SERVICE	FLO-SERVICES, INC.
231	12/24/2020	\$622.50	SERVICE	GRAPHIC ELECTRIC, INC.
232	12/24/2020	\$18,865.36	COPIER MONTHLY SERVICE	IBE DIGITAL
233	12/24/2020	\$183.29	REIMBURSEMENT	JAIMEZ, CRYSTAL
234	12/24/2020	\$2,260.00	PLUMBING SERVICES	MR. ROOTER PLUMBING
235	12/24/2020	\$66,333.82	CONTRACT SERVICES	NATIONWIDE ENVIRONMENTAL SERVICES
236	12/24/2020	\$210.03	WATER SERVICE	READY REFRESH BY NESTLE
237	12/24/2020	\$15,571.97	GOLF COURSE PROFESSIONAL SERVICES	S & S LABARGE GOLF INCORPORATED



City of Montebello
Register of Demands No. 1502

From Payment Date: 12/09/20 - To Payment Date: 12/31/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR # VENDOR NAME
238	12/24/2020	\$109.43	REIMBURSEMENT	VASQUEZ, MARIA TERESA
239	12/24/2020	\$8,600.00	LEGAL SERVICE	VASQUEZ & COMPANY LLP
240	12/31/2020	\$4,679.10	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
241	12/31/2020	\$26,409.11	GOLF COURSE LANDSCAPING SERVICE	ANTARES GOLF LLC
242	12/31/2020	\$1,110.77	JANITORIAL SUPPLIES	CLEAN SWEEP SUPPLY CO. INC
243	12/31/2020	\$621.38	POLICE DECALS	DECALS BY DESIGN, INC.
244	12/31/2020	\$10,746.92	PD HVAC MAINTENANCE AND REPAIR	FM THOMAS AIR CONDITIONING INC.
245	12/31/2020	\$20,000.00	PHOTO RED LIGHT SERVICE	REDFLEX TRAFFIC SYSTEMS
246	12/31/2020	\$6,924.10	GOLF COURSE PROFESSIONAL SERVICES	S & S LABARGE GOLF INCORPORATED
247	12/31/2020	\$36,500.00	CONTRACT SERVICES	WEST & ASSOCIATES ENGINEERING, INC.
248	12/31/2020	\$9,881.16	FIRE UNIFORMS	ALLSTAR FIRE EQUIPMENT INC.
249	12/31/2020	\$295.82	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
250	12/31/2020	\$450.00	RENTAL SERVICE	ATHENS SERVICES
251	12/31/2020	\$18,630.34	DIAL-RIDE	FIESTA TAXI COOPERATIVE, INC.
252	12/31/2020	\$1,493.10	BUS PARTS	H & H AUTO PARTS WHOLESALE
253	12/31/2020	\$1,490.94	BUS PARTS	HD INDUSTRIES
254	12/31/2020	\$3,875.43	SUPPLIES	JOHNSON EQUIPMENT COMPANY
255	12/31/2020	\$95.82	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
256	12/31/2020	\$9,856.00	COPIER MONTHLY SERVICE	IBE DIGITAL
Subtotal		\$1,479,017.05		
6093 - Successor Agency				
<u>Check</u>				
1475	12/9/2020	\$84,444.63	OSTROM PAYMENT	SEVACHERIAN, ARA
Subtotal		\$84,444.63		
0770 - Housing Account				
<u>EFT</u>				
0	12/24/2020	\$2,333.00	LEGAL SERVICE	VASQUEZ & COMPANY LLP
Subtotal		\$2,333.00		
Total		\$3,312,985.70		

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA**

**DECEMBER 10, 2020
THURSDAY
5:30 P.M.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Salvador Melendez called the meeting to order at the hour of 5:30 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT (Via Zoom): Jimenez, Torres, Hadjinian, Cobos-Cawthorne, Melendez
STAFF PRESENT: City Attorney Alvarez-Glasman, City Manager Bobadilla,

REGULAR SESSION – 5:30 p.m.

3. **INVOCATION** City Attorney Arnold Alvarez-Glasman
4. **PLEDGE OF ALLEGIANCE** Senator Bob Archuleta
5. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman

Written comments read by City Attorney Alvarez-Glasman:

Enrique Guzman – Stated that he is excited to see how the new Council can help move Montebello forward.

Vivian Romero – Gave a thank you and congratulations to Deputy City Clerk, Lillian Guzman for many years of great work. Congratulated Mayor Pro Tem Kimberly Cobos-Cawthorne on her success moving forward and both Councilmember Torres and Councilmember Elect Scarlet Peralta.

Maribel Briseño – Thanked outgoing City Clerk and gave a congratulatory message to Councilmember Scarlet Peralta and Councilmember Torres for their new roles as part of City Council.

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

The following people recognized Outgoing Councilmember Jack Hadjinian:

Denise Campos, Southern California Gas Company – Thanked Councilmember Hadjinian for all his work during his time on council and wished him luck in the future. Addressed newly elected Councilmember Scarlet Peralta and re-elected Councilmember Torres and stated she is looking forward to working with them.

Sarah Hadjinian Kirakossian – Sister of Councilmember Hadjinian, discussed how he overcame many obstacles and how proud she is of all his accomplishments.

Margaret Hadjinian – Mother of Councilmember Hadjinian,

Laurie Tatouljian Hadjinian – Wife of Councilmember Hadjinian, wished him congratulations and expressed how proud she is of his accomplishments and the man he is.

Baydsar Thomasian, Senator Maria Elena Durazo's Office – Wanted to acknowledge and thank Councilmember Hadjinian and stated it has been a pleasure working with him throughout these years.

David Ghoogasian, Armenian Mesrobian School Principal – Councilmember Hadjinian’s former principal. Thanked the Council for the work they do, their service and dedication. In closing, Mr. Ghoogasian wished Councilmember Hadjinian the best of luck.

Vikan Pakradouni, Chairman of Armenian Center and Armenian Cultural Center - congratulated both Councilmember Torres on his re-election and newly elected Councilmember Scarlet Peralta. Congratulated Councilmember Hadjinian on all his achievements during his years on City Council.

Yvette Fimbres thanked Mayor Melendez for his leadership throughout this difficult year. Congratulated re-elected Councilmember Torres and newly elected Councilmember Scarlet Peralta.

Ashod Mooradian, Armenian National Committee of San Gabriel Valley – Thank you to outgoing Councilmember Jack Hadjinian for his service and acknowledge that he has been a very good friend throughout his time on Council. Also, wanted to congratulate Councilmember Torres and Councilmember Elect Peralta and that he is excited for the opportunity to work with both of them in the future.

Claire Manoogian, family friend of Councilmember Hadjinian – Thanked Councilmember Hadjinian for everything he has done and stated she is so proud and so excited to see what his future holds.

Ani Minasian, CEO and President of the Montebello Chamber of Commerce – Acknowledged Councilmember Hadjinian for his 9 years of service and that the City has benefitted greatly from his seasoned experience and relationships he had built during his time. Thanked him and wished him success in his future endeavors. Congratulated Councilmember Torres and newly elected Councilmember Peralta.

Vivian Romero, congratulatory message for newly elected council and farewell to Deputy City Clerk Lillian Guzman.

7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

8. CORRECTIONS TO THE AGENDA –CITY MANAGER RENÉ BOBADILLA

None.

9. APPROVAL OF AGENDA:

Mayor Melendez motioned to approve the agenda with the exception of items 10, 11, 12, 13 and 14. Item approved in a single motion.

NEW BUSINESS

10. CERTIFICATION OF RESULTS FOR THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

Mayor Melendez motioned to approve, seconded by Mayor Pro Tem Cobos-Cawthorne. Motion to adopt the Resolution accepting the Certificate of Canvass reciting the facts of the General Municipal Election Held on November 3, 2020 approved in a single motion.

11. PRESENTATIONS TO AND COMMENTS BY MAYOR SALVADOR MELENDEZ AND OUTGOING COUNCILMEMBER JACK HADJINIAN AND OUTGOING CITY CLERK IRMA BARAJAS

Senator Bob Archuleta of the 32nd Senate District acknowledged both Councilmember Hadjinian and City Clerk Barajas for their service and time to the City. Also, wanted to congratulate Councilmember Torres, Councilmember Elect Peralta and Mayor Pro Tem Cobos-Cawthorne.

Mayor Melendez presented certificated to Councilmember Hadjinian from:
Senator Bob Archuleta – Stated that Councilmember Hadjinian has been an example to the Armenian community in Montebello.

Mayor Vrej Agajanian – City of Glendale
Mayor Sandra Armenta – City of Rosemead
San Gabriel Valley Council of Governments
Montebello Chamber of Commerce
Congresswoman Linda Sanchez
Mayor Ivan Altamirano – City of Commerce

On behalf of that City and Councilmembers, Mayor Melendez presented a photo of all the organizations that Councilmember Hadjinian has served on.

Councilmember Hadjinian stated his leaving office closing remarks. Stated he collaborated with his colleagues and other staff in various departments. He stated that he is proud of all the work he has done during his time on council. Thanked City Manager Bobadilla, Assistant City Manager Arlene Salazar and the department heads for their hardwork. Wished the newly elected Council congratulations and good luck in the future. Stated he is very proud of all the work Mayor Melendez has done in this very difficult year. Also would like to thank his wife, mother, sister, family and friends for all their support. In closing, Councilmember Hadjinian dedicated his time on council in memory of his grandfather.

City Clerk Irma Barajas gave her leaving office statement via zoom. Thanked Lillian Guzman for her hardwork and dedication and wished her the best of luck on her retirement. Thanked her husband and family for their continued support while she was the City Clerk. Congratulated Councilmember Torres on his re-election and newly Elected Councilmember Scarlet Peralta.

12. OATH OF OFFICE -

Oath of Office presented to Scarlet Peralta by Deputy City Clerk Lillian Guzman.

Oath of Office presented to re-elected Councilmember David Torres by Deputy City Clerk Lillian Guzman.

Oath of Office presented to City Clerk Christopher Jimenez by Deputy City Clerk Lillian Guzman.

13. PRESENTATIONS TO AND COMMENTS BY NEWLY-ELECTED COUNCILMEMBERS SCARLET PERALTA AND DAVID TORRES, AND NEWLY-ELECTED CITY CLERK CHRISTOPHER JIMENEZ.

Councilmember Torres thanked his family, campaign team, Mayor Pro Tem Cobos-Cawthorne and the residents that supported him for all their support and participation.

Councilmember Peralta thanked her family and the residents who voted for her for making her dreams of being a Councilmember in Montebello come true and she is ready to bring bold and positive changes to the City.

City Clerk Jimenez thanked his family, his brother Oliver, the community and all of the people that were part of his campaign for supporting his campaign. In closing, City Clerk Jimenez thanked outgoing City Clerk Irma Barajas and gave a congratulatory message to outgoing Deputy City Clerk Lillian Guzman.

14. CITY COUNCIL REORGANIZATION - MAYOR AND MAYOR PRO TEM APPOINTMENT

Mayor motioned for a nomination for the position of Mayor. Mayor Pro Tem Kimberly Cobos-Cawthorne was nominated at Mayor. Item approved in a single motion.

Senator Bob Archuleta issued the Oath of Office to newly-elected Mayor Cobos-Cawthorne.

Mayor Cobos-Cawthorne asked for nominations for Mayor Pro Tem. Peralta nominated Councilmember Torres, Councilmember Melendez nominated Councilmember Jimenez. Councilmember Torres, Peralta and Mayor Cobos-Cawthorne voted for Councilmember Torres and Councilmember Jimenez and Melendez voted for Councilmember Jimenez. Councilmember Torres is selected as the new Mayor Pro Tem.

THE NEW ROTATION IS AS FOLLOWS:

**SCARLET PERALTA
ANGIE JIMENEZ
SALVADOR MELENDEZ
DAVID TORRES
KIMBERLY COBOS-CAWTHORNE**

ADJOURNMENT

Mayor Cobos-Cawthorne motioned to adjourn the meeting, first by Mayor Pro Tem Torres and seconded by Mayor Cobos-Cawthorne. Meeting adjourned at the hour of 7:30 p.m. in memory of Chuck Yaeger.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 10, 2020, were approved as written on January 13, 2021.

**CHRISTOPHER JIMENEZ, City Clerk
January 13, 2021**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Cobos-Cawthorne called the meeting to order at the hour of 5:34 p.m.
2. **ROLL CALL:** City Clerk C. Jimenez

MEMBERS PRESENT (Via Zoom): Peralta, Jimenez, Melendez, Torres, Cobos-Cawthorne
STAFF PRESENT: City Attorney Alvarez-Glasman, City Manager Bobadilla

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

CLOSED SESSION – 5:30 P.M.

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

4. **THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials.

City Council received a briefing from City Manager. No action taken. Nothing to report.

5. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Government Code Section 54956.9(d)(1) Creswell v. City of Montebello

City Council received a briefing from City Manager. No action taken. Nothing to report.

6. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Government Code Section 54956.9(d)(2)

Two matters

City Council received a briefing. No action taken. Nothing to report.

7. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Trendsports

Under Negotiation: Price and Terms

City Council received a briefing from City Manager. No action taken. Nothing to report.

8. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 310 West Whittier Boulevard
Agency Negotiator: Rene Bobadilla
Negotiating Parties: Chevrolet of Montebello
Under negotiation: Price and terms

City Council received a briefing from City Manager. No action taken. Nothing to report.

9. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 612 West Whittier Blvd., Montebello, CA
Agency Negotiator: Rene Bobadilla, City Manager
Negotiating Parties: Mario Mojarro and Fabian Garcia
Under Negotiations: Both - price and terms of payment

City Council received a briefing from City Manager. No action taken. Nothing to report.

10. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 715 West Whittier Blvd., Montebello, CA
Agency Negotiator: Rene Bobadilla, City Manager
Negotiating Parties: Pace Development
Under Negotiations: Both - price and terms of payment

City Council received a briefing from City Manager. No action taken. Nothing to report.

REGULAR SESSION – Resumed at 7:01 P.M.

11. INVOCATION – City Attorney Alvarez-Glasman

PLEDGE OF ALLEGIANCE – Director, Nicholas Razo

12. PRESENTATION: RECOGNITION OF RETIREES

Nicholas Razo, Director of Human Resources presented a presentation of all 49 City Employees who recently retired.

13. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

14. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

15. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:

Dr. Gabriel Ramirez, Founder and Director of TIME Community School – Wished to introduce himself as a new Charter High School in the City of Montebello.

Alex Soto, small business owner and now a board member of TIME Community School – wanted to introduce herself and ensure that tax money will be well invested in this new charter school that is set to open in the next few months.

Malik Tarik Mahmood Murabbi Silsilah had a comment card read into the record by City Attorney Alvarez-Glasman.

Louis Garcia requested for City Attorney to read his comment card aloud into the record.

Saks Jandel requested for general information regarding Executive Fringe Benefit salary increases to be read into the record.

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

- 17. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item No. 18 and any item upon which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTER

18. PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR (FY) 2020-21 ANNUAL ACTION PLAN AND APPROVING THE FISCAL YEAR 2019-20 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

- 1) Adopt a Resolution approving a substantial amendment to the draft FY 2020-21 Annual Action Plan reprogramming CDBG and HOME funds, authorizing the use of \$518,749 in CDBG-CV, Coronavirus funds, for various programs, and approving the FY 2019-20 draft Consolidated Annual Performance and Evaluation Report (CAPER); and
- 2) Amend the FY 2020-21 CDBG and HOME budgets to reflect the updated funding allocations from HUD and the supplemental CDBG-CV Coronavirus funds.
- 3) Take such additional, related action that may be desirable

Motion carried unanimously.

19. ADOPT AN ORDINANCE ESTABLISHING A COMMUNITY CHOICE AGGREGATION (CCA) PROGRAM AND APPROVING AN IMPLEMENTATION PLAN AND STATEMENT OF INTENT

Presentation presented to City Council by Barbara Boswell from Cal Choice.

Councilmember Jimenez motioned to approve, seconded by Councilmember Melendez that the City Council:

- (1) Adopt an Ordinance Establishing a Community Choice Aggregation (CCA) Program; and,
- (2) Approve an Implementation Plan and Statement of Intent; and,
- (3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

CONSENT MATTERS

20. TAYLOR RANCH GREENSPACE PROJECT – NOTICE OF COMPLETION

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

- (1) Accept the Work as complete for the Taylor Ranch Greenspace Project constructed by Green Giant Landscape, Inc. and authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles Registrar-Recorder; and
- (2) Approve the final contract amount of \$1,416,406 and authorize the City Manager to release the retention payment and all other monies due to Green Giant Landscape, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and

- (3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

21. PROVIDE DIRECTION AND PROPOSED CHANGES TO CHAPTER 2.44 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO TRAFFIC AND SAFETY COMMISSION

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

Provide direction regarding Chapter 2.44 of the City of Montebello Municipal Code (MMC) relative to the existing Traffic and Safety Commission.

Motion carried unanimously.

22. APPROVE ISSUING A BUS CAMERA SURVEILLANCE SYSTEM REQUEST FOR PROPOSAL, NO. 21-23

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

- 1) Approve issuing a Bus Camera Surveillance System Request for Proposal, No. (RFP) 21-23;
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

23. APPROVE THE ISSUING OF MONTEBELLO BUS LINES COMPREHENSIVE OPERATIONAL ANALYSIS REQUEST FOR PROPOSAL, NO. 21-21

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

- 1) Approve the Issuing of Montebello Bus Lines' Comprehensive Operational Analysis Request for Proposal, No. 21-21; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

24. AWARD A PROFESSIONAL SERVICES AGREEMENT TO WSP, USA INC., FOR TRANSIT SAFETY AND SECURITY CONSULTING SERVICES, REQUEST FOR PROPOSAL NO. 20-17

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

- 1) Award a Professional Services Agreement to WSP, USA Inc., for Transit Safety and Security Consulting Services, Request For Proposal No. 20-17; and
- 2) Authorize the City Manager to take action necessary to execute and finalize a contract on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

25. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE

WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) UPGRADES

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

It is recommended that City Council authorize staff to issue a formal Request for Proposals (RFP) to solicit qualified consultants in website design and development.

Motion carried unanimously.

26. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SUPPORT SERVICES FOR ADMINISTRATION OF HOME/CDBG PROGRAMS

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize the Director of Planning and Community Development to issue a Request for Proposal (RFP) for Professional Support Services for the Administration of HOME/CDBG Programs.
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

27. 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 2020-21

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

- 1) 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 2021; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

28. REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

Authorize City Staff to issue a Request for Qualifications (RFQ) for on-call construction management and inspection services.

Motion carried unanimously.

29. RESOLUTION AMENDING THE COMPLIANCE DATES FOR THE ESTABLISHMENT OF MANDATORY RECYCLING REQUIREMENTS IN ACCORDANCE WITH AB 341 AND MANDATORY ORGANIC RECYCLING WITH AB 1826 FOR SOLID WASTE HAULERS, PROVIDERS, AND RECYCLERS

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

Approve a Resolution that provides a one-year postponement of the compliance dates of Resolution 17-62 as it pertains to recycling and organic waste recycling requirements for waste haulers.

Motion carried unanimously.

30. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 18, 2020

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated December 16, 2020.

Motion carried unanimously.

31. APPROVAL OF MINUTES – OCTOBER 28, NOVEMBER 18 AND NOVEMBER 24, 2020

Councilmember Melendez motioned to approve, seconded by Councilmember Jimenez that the City Council:

Motion carried unanimously.

32. ORAL COMMUNICATIONS –
None.

COUNCIL ORALS

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

Councilmember Peralta wanted to nominate Victor Cuevas as her Planning Commissioner. She wanted to urge residents to celebrate the holidays safely.

Councilmember Jimenez reminded residents that there will be a toy and food giveaway at the Quiet Cannon on December 18, 2020 from 10 – 1:30 p.m.

Councilmember Melendez reminded residents to stay safe during this time and wished everyone a happy and safe holiday season.

Mayor Pro Tem Torres wanted to wish everyone a happy holiday season and give a shout out to the Montebello Lions Club who will be holding their annual Christmas parade on December 24, 2020.

Mayor Cobos-Cawthorne wanted to give a thank you to the Hearts of Compassion for all they do for our community. In closing, Mayor Cobos-Cawthorne wished everyone a happy holiday season.

ADJOURNMENT

Councilmember Melendez motioned to adjourn the meeting, seconded by Councilmember Peralta. Meeting adjourned at 8:31 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 16, 2020, were approved as written on January 13, 2021.

CHRISTOPHER JIMENEZ, City Clerk
January 13, 2021

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Cobos-Cawthorne called the meeting to order at the hour of 5:31 p.m.
2. **ROLL CALL:** City Clerk Christopher Jimenez
MEMBERS PRESENT: Peralta, Jimenez, Melendez, Torres, Cobos-Cawthorne
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS –**

Rafael Gutierrez, City Treasurer – Discussed his opinions and views on Item Number 5.

Chief Brad Keller, Police Chief – Provided a written statement to be read into the record by City Attorney regarding his opinions on Item Number 5.

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at the hour of 5:35 p.m. to discuss the following matters. At the hour of 6:51 p.m. Mayor Cobos-Cawthorne reconvened the regular portion of the meeting.

CLOSED SESSION – 5:35 p.m.

4. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957
Consultation with City Manager and City Attorney

Direction was provided to City Manager. No final action taken.

5. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency designated representative:

Rene Bobadilla, City Manager

Unrepresented employees:

Various unrepresented Directors and consideration of Petition for Recognition as Represented Employees

Direction was provided to City Manager. No final action taken.

OPEN SESSION – CONSENT AGENDA

6. DISCUSSION OF CONSIDERATION OF URGENCY ORDINANCE TO ESTABLISH A TEMPORARY LIMIT ON CHARGES IMPOSED BY THIRD-PARTY DELIVERY SERVICES TO RETAIL FOOD ESTABLISHMENTS DURING THE COVID-19 EPIDEMIC AND FOR A NINETY (90) DAY PERIOD AFTER ORDERS LIMITING ON-PREMISES DINING ARE REMOVED

Councilmember Melendez asked for more information prior to this item being approved.

Council provided direction to draft an Ordinance and the item will be brought back for Council consideration and approval. Item will be brought back for Council approval on January 13, 2021.

ADJOURNMENT

Mayor Cobos-Cawthorne motioned to adjourn the meeting, seconded by Councilmember Peralta meeting adjourned at the hour of 7:07 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 29, 2020, were approved as written on January 13, 2021.

CHRISTOPHER JIMENEZ, City Clerk
January 13, 2021