

[CORRECTED AGENDA]
ADJOURNED REGULAR MEETING
OF THE 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, DECEMBER 16, 2020
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

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.

2. ROLL CALL: City Clerk C. Jimenez

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

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

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

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

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, December 16, 2020 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, December 16, 2020. 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 - EXISTING LITIGATION

Government Code Section 54956.9(d)(1) *Creswell v. City of Montebello*

6. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Two matters

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

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

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

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

REGULAR SESSION - 6:30 P.M.

11. INVOCATION

PLEDGE OF ALLEGIANCE

12. PRESENTATION: RECOGNITION OF RETIREES

13. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

14. CORRECTIONS TO THE AGENDA – CITY MANAGER

15. 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.

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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

RECOMMENDATION: It is recommended 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

19. ADOPT AN ORDINANCE ESTABLISHING A COMMUNITY CHOICE AGGREGATION (CCA) PROGRAM AND APPROVING AN IMPLEMENTATION PLAN AND STATEMENT OF INTENT

RECOMMENDATION: It is recommended 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.

CONSENT MATTERS

20. TAYLOR RANCH GREENSPACE PROJECT – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

- (4) 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
- (5) 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
- (6) Take such additional, related, action that may be desirable.

21. PROVIDE DIRECTION AND PROPOSED CHANGES TO CHAPTER 2.44 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO TRAFFIC AND SAFETY COMMISSION

RECOMMENDATION: It is recommended 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.

22. APPROVE ISSUING A BUS CAMERA SURVEILLANCE SYSTEM REQUEST FOR PROPOSAL, NO. 21-23

RECOMMENDATION: It is recommended 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.

23. APPROVE THE ISSUING OF MONTEBELLO BUS LINES COMPREHENSIVE OPERATIONAL ANALYSIS REQUEST FOR PROPOSAL, NO. 21-21

RECOMMENDATION: It is recommended 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.

24. AWARD A PROFESSIONAL SERVICES AGREEMENT TO WSP, USA INC., FOR TRANSIT SAFETY AND SECURITY CONSULTING SERVICES, REQUEST FOR PROPOSAL NO. 20-17

RECOMMENDATION: It is recommended 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.

25. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) UPGRADES

RECOMMENDATION: It is recommended 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.

RECOMMENDATION: It is recommended that the City Council:

26. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SUPPORT SERVICES FOR ADMINISTRATION OF HOME/CDBG PROGRAMS

RECOMMENDATION: It is recommended 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.

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

RECOMMENDATION: It is recommended 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.

28. REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

RECOMMENDATION: It is recommended that the City Council:

Authorize City Staff to issue a Request for Qualifications (RFQ) for on-call construction management and inspection services.

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

RECOMMENDED ACTION: It is recommended 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.

30. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 18, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated December 16, 2020.

31. APPROVAL OF MINUTES – OCTOBER 28, NOVEMBER 18 AND NOVEMBER 24, 2020

RECOMMENDED ACTION: Approve said minutes as written.

32. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

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

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: 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

DATE: December 16, 2020

RECOMMENDATION

Staff recommends 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.

BACKGROUND

Each year the United States Department of Housing and Urban Development (HUD) provides funding for Housing and Community Development Programs to the City of Montebello ("City"), specifically Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program funds. The City approved the Annual Action Plan for Fiscal Year 2020-21 on September 23, 2020. However, due to a nationwide calculation error, the City's CDBG and HOME allocations were recently adjusted by HUD. The adjustment resulted in a reduction of the City's CDBG allocation by One Hundred and One Dollars (\$101) and Sixty-Two dollars (\$62) for its HOME allocation. While these two funding amounts were reduced, the City did receive additional supplemental CDBG funding known as "CDBG-CV". These funds are provided to communities to assist with their response to the novel Coronavirus ("COVID

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19”) pandemic. However, before the City can access these funds, HUD is requiring that the City prepare a substantial amendment to the current Annual Action Plan.

The City is also required to prepare a Five-Year Consolidated Plan which identifies the City’s housing and community development needs and goals over the next five (5) years. In addition to the Consolidated Plan, an Annual Action Plan is completed on an annual basis outlining the planned use of CDBG and HOME funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the CAPER. The FY 2019-20 CAPER covers the period of July 1, 2019 through June 30, 2020, and provides a summary of activities undertaken within CDBG and HOME funds during the report period.

Due to the Coronavirus pandemic, HUD issued a Memorandum on November 17, 2020 for CDBG Flexibilities and Timeliness.

Section IV.B. *Flexibilities, Waivers, and Alternative Requirements* of Federal Register Notice FR-6218-N-01, ***Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs***, (hereinafter, the “Notice”), provided a number of flexibilities, waivers, and alternative requirements for the administration of fiscal year 2019 and 2020 CDBG grants.

The City of Montebello is utilizing the COVID-19 CAPER waiver provided by HUD. This waiver allows the City to submit the 2019 CAPER 180 days after close of program year as opposed to 90 days. This CAPER is due to HUD no later than December 28, 2020.

As required by HUD, the draft amended Annual Action Plan and draft CAPER were publicly noted and made available for public review and comment on the City’s website from November 30, 2020 to December 16, 2020 at the following link

<https://www.cityofmontebello.com/>.

FISCAL IMPACT

For Fiscal Year 2020-21, the City expects to receive approximately \$665,245 in CDBG funds and approximately \$258,255 in HOME funds. Additionally, \$493,785 in CDBG Program Income and \$143,853 in HOME Program Income is available for programming, as well as \$400,411 of unused CDBG funds that will be carried over from previous years.

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Total funding available for FY 2020-21 per program:

CDBG Funds:	\$ 1,559,441
HOME Funds:	\$ 402,108
CDBG-CV Funds:	\$ 910,152

With these updated allocation amounts – including the unspent funds from prior years – the FY 2020-21 budget will need to be amended. The City Council is therefore, being asked to approve amendment of the FY 2020-21 budget and adjust appropriations to reflect the updated allocation amounts. Staff will work to adjust the budget by placing appropriations in the proper accounts.

ANALYSIS

The **Annual Action Plan** is submitted to HUD on an annual basis and identifies how the City plans to use the Federal money during the next fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan.

Table 1 on the next page provides a summary of available funding, separated by source. The totals represent the net amount, less the allowed administrative percentage to be used to manage both the CDBG and HOME programs. Table 2 provides details on the amounts of each funding source and specific program the funding to which the funding is pledged.

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Table 1

CDBG FY 2020-2021		
\$	665,245.00	CDBG Allocation
\$	<u>493,785.00</u>	Program Income
\$	1,159,030.00	Total Allocation
\$	<u>(211,705.00)</u>	Administration CAP
\$	947,325.00	Allocation Available for Programming
\$	<u>400,411.30</u>	Prior years resources
\$	<u><u>1,347,736.30</u></u>	Total Available for Programming
HOME FY 2020-2021		
\$	258,255.00	HOME Allocation
\$	<u>143,853.00</u>	HOME Program Income
\$	402,108.00	Total Allocation
\$	<u>(100,480.00)</u>	Administration CAP
\$	<u><u>301,628.00</u></u>	Available for Programming
CDBG-CV FY 2020-2021		
\$	910,152.00	CDBG-CV Allocation
\$	<u>(162,030.40)</u>	Administration Cap
\$	<u><u>748,121.60</u></u>	Available for Programming

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Table 2

Proposed Project Name	Funding	FY 2020-2021 Approved Budget	Proposed Change	Proposed FY 2020-2021
Housing Rights Center	CDBG Admin	\$ 20,000	\$ 0	\$ 20,000
CDBG Program Administration	CDBG Admin	\$ 211,826	\$ (20,121)	\$ 191,705
Section 108 - Whittier Blvd.	CDBG	\$ 462,221	\$ 0	\$ 462,221
Fire Station Improvements	CDBG	\$ 465,084	\$ 0	\$ 465,084
Street Improvements	CDBG	\$ 77,988	\$ 0	\$ 77,988
Senior Center Improvements	CDBG	\$ 342,443	\$ 0	\$ 342,443
HOME Program Administration	HOME Admin	\$ 100,542	\$ (62)	\$ 100,480
Housing Rehabilitation and Preservation Program	HOME	\$ 301,628	\$ (201,628)	\$ 100,000
Acquisition & New Construction	HOME	\$ 0	\$ 201,628	\$ 201,628
CDBG-CV Program Administration	CDBG-CV	\$ 78,280	\$ 83,750	\$ 162,030
Montebello Community Assistance Program (MCAP)	CDBG-CV	\$ 313,122	\$ 0	\$ 313,122
Rental/Utility Assistance - MCAP	CDBG-CV	\$ 0	\$ 290,000	\$ 290,000
Mortgage Relief Counseling - MCAP	CDBG-CV	\$ 0	\$ 20,000	\$ 20,000
YMCA Montebello/Commerce	CDBG-CV	\$ 0	\$ 25,000	\$ 25,000
Mexican American Opportunity Foundation	CDBG-CV	\$ 0	\$ 25,000	\$ 25,000
Heart of Compassion	CDBG-CV	\$ 0	\$ 25,000	\$ 25,000
Senior Food Distribution – Parks and Rec	CDBG-CV	\$ 0	\$ 10,000	\$ 10,000
Business Assistance – CCEDA	CDBG-CV	\$ 0	\$ 40,000	\$ 40,000

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The **CAPER** reports the accomplishments of the CDBG-funded programs. Summarized below is a list of accomplishments from July 1, 2019 to June 30, 2020.

- Reconciled **Program Income** for CDBG and HOME
- Completion of the **Housing Element**
- **142** tenant/landlord issues were resolved via the Fair Housing program
- **1832** persons were assisted via public services

ENVIRONMENTAL

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter “CEQA”) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

Staff has reviewed the Project to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. 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 activity is not subject to CEQA review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project may be subject to environmental review prior to implementation.

NEXT STEPS/RECOMMENDATION

Following City Council adoption, the amended Annual Action Plan and CAPER will be submitted to HUD for approval and staff will adjust the FY 2020-21 budget accordingly.

ATTACHMENTS

1. Proposed Resolution
2. Substantial Amendment of Annual Action Plan
3. Draft CAPER
4. Proof of Publication

RESOLUTION NO. _____

A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF MONTEBELLO, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT TO HUD THE CITY'S FISCAL YEAR (FY) 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND RATIFYING THE AMENDED ANNUAL ACTION PLAN FOR FY 2020-2021 FOR CDBG, HOME AND CDBG-CV BUDGET ALLOCATION

WHEREAS, the City of Montebello ("City") has applied and received Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG and HOME program; and

WHEREAS, HUD requires that entitlement jurisdictions, including the City, complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, the City was informed by HUD that there was an error in the formula calculation for its FY 2020-2021 CDBG and HOME allocation, previously presented to the City Council of the City of Montebello ("City Council") on September 23, 2020 as \$665,346 in CDBG and \$258,317 in HOME; and

WHEREAS, the City's correct CDBG allocation is \$665,245, a difference of One Hundred and One Dollars (\$101), and correct HOME allocation is \$258,255, a difference of Sixty-Two Dollars (\$62) to be reduced from the City's FY 2020-2021 CDBG and HOME Administration budget; and

WHEREAS, the City desires to substantially amend its FY 2020-2021 Annual Action Plan to reallocate current program funds and to allocate additional CDBG-CV funds for projects and programs to address the impacts of the COVID-19 pandemic; and

WHEREAS, City staff published a public notice announcing the availability of the CAPER in the Montebello Wave on November 19, 2020, triggering a 15-day public comment period of the report; and

WHEREAS, on December 16, 2020, the City Council held a duly noticed public hearing to consider the program year 2019-2020 CAPER.

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

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

SECTION 2. The City Council does hereby authorize the City Manager, or designee, to submit the City's FY 2019-2020 CAPER to HUD.

SECTION 3. The City Council hereby allows staff to make minor technical and clerical modifications, and/or necessary corrections to the CAPER as required by HUD.

SECTION 4. The City Council approves and ratifies the amended FY 2020-2021 CDBG, HOME and CDBG-CV budgets.

SECTION 5. The City Council approves and ratifies the substantial amendment of the FY 2020-2021 Annual Action Plan.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Montebello at its regular meeting on this 16th day of December 2020.

Mayor

ATTEST:

Christopher Jimenez
City Clerk

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 16h day of December, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Christopher Jimenez
City Clerk

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

Los Angeles County, California

2020-2021 Annual Action Plan Amendment

Draft November 2020



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2020-2021 Annual Action Plan

2020 ANNUAL ACTION PLAN

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Due to a nationwide calculation error, the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) allocations were adjusted for Fiscal Year (FY) 2020-2021. The City also received additional CDBG-CV funding in response to the COVID-19 pandemic. The city anticipates utilizing the following resources during FY 2020-2021 to meet Consolidated Plan Goals:

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan: \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public federal	Admin and Planning, Public Improvements, Public Services	\$665,245	\$493,785	\$400,411	\$1,559,441	\$2,611,384	The City expects to receive \$3,250,000 over the next 5 years CDBG entitlement funds; \$665,245 in Year 1. Any unencumbered funds from prior year (s) resources will be allocated to public facilities improvements.
HOME	Public federal	Acquisition Homeowner rehab Multifamily rental new and rehab TBRA	\$258,255	\$143,853	\$0	\$402,108	\$1,303,268	The City expects to receive \$1,500,000 over the next 5 years in HOME entitlement funds; \$258,255 in Year 1.
CDBG-CV	Public federal	Public Service	\$910,152	\$0	\$0	\$910,152	\$0	The city Expects to receive \$910,152 in CDBG-CV funds in response to COVID.

Table 52 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The City will continue to use state and local funds to leverage federal entitlement dollars, including but not limited to:

- City General Funds (Affordable housing projects)
- Preserve the City's existing affordable housing stock for low- to moderate-income households (i.e. State CalHome Fund Owner-Occupied Rehabilitation Loan Program)

Montebello implements the goals, objectives, and policies of the AI and ConPlan by using funds to bolster public services that will lead to housing benefits for low-to-moderate income residents.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City of Montebello is planning on using a portion of CDBG funds to update the functionality and improve the infrastructure of the City owned Senior Center and a City owned Fire Station in an LMI Census Tract area. The Montebello Senior Center provides recreational activities, meals, and other programs for seniors throughout the City.

Discussion

ANNUAL GOALS AND OBJECTIVES

AP-20 Annual Goals and Objectives

Goals Summary Information

1	Goal Name	Increase affordable housing opportunities.
	Goal Description	Provide funding for the development of new affordable housing, homebuyer assistance programs and or utility or rent reduction programs for low and moderate income families. Fund housing solutions that may include: programs that increase homeownership, housing improvements for special needs populations, support integrated housing solutions and plans, and reduce barriers to affordable housing consistent with the City's Analysis for Impediment to Fair Housing Choice.
2	Goal Name	Maintain decent and energy efficient housing stock.
	Goal Description	Provide funding for programs for owner-occupied housing rehabilitation including activities related to home improvements, energy efficiency, structural improvements, and/or other home sustainability projects.
3	Goal Name	Create sustainable neighborhoods.
	Goal Description	Activities that improve the quality of life for residents including improving parks, creating green streets, improving accessibility, water and sewer system improvements, and road reconstruction and pedestrian safety.
4	Goal Name	Expand fair housing choice and access.
	Goal Description	The City will continue to collaborate with entities that provide assistance for families and individuals seeking counseling and or legal solutions to fair housing, discrimination problems, and impacts due to the COVID-19 pandemic.
5	Goal Name	Provide vital public services.
	Goal Description	Provide needed public services that assist individuals and families in the following ways: crisis intervention, crime prevention, homeless prevention, services for at-risk families, shelter in-take services, senior and special needs services, nutrition and preventative health services, supplemental food/clothing/counseling and job search assistance to those who are homeless or at-risk of homelessness, and other vital social services including services in response to COVID-19 pandemic.
6	Goal Name	Increase the earning capacity for LMI families.
	Goal Description	Pursue opportunities that will connect LMI families with job training, career guidance, and part-time and full time work. The City also wishes to fund business recruitment, attraction and or expansion initiatives that generate jobs and respond to the impacts of the COVID-19 pandemic.
7	Goal Name	Expanding economic opportunities
	Goal Description	Needed infrastructure improvements.
8	Goal Name	Planning and administration
	Goal Description	Planning and Administration provides funds for program and project delivery, general operation and administration of CDBG and HOME funds as well as planning and support for CHDO.

Table 53 – Goals Summary

PROJECTS

AP-35 Projects –91.220(d)

Introduction

Projects

#	Project Name
1	Southern California Housing rights Center (HRC)
2	Section 108 Loan Payment
3	Public Facilities Improvements
4	Street Improvements
5	Montebello Senior Center Improvements
6	Planning and Administration CDBG
7	Housing Rehabilitation and Preservation Program (HRPP)
8	Acquisition and New Construction
9	Planning and Administration HOME
10	Montebello Community Assistance Program (MCAP)
11	Rental/Utility Assistance (MCAP)
12	Mortgage Relief Counseling (MCAP)
13	YMCA Montebello/Commerce
14	Mexican American Opportunity Foundation (MAOF)
15	Hearts of Compassion (HOC)
16	Senior Food Distribution (Parks and Rec)
17	Business Assistance - CCEDA
18	CDBG-CV Program Administration

Table 54 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The City recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless because of these factors. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the CoC. In 2020-2021, the City will fund a new public service homeless program, improvement to public facilities and streets in eligible low-moderate areas.

In making project recommendations, consideration was given to a variety of thresholds that projects must meet to comply with CDBG objectives, including meeting one of the national objectives and addressing one of the community priorities set out in the Consolidated Plan. Staff also considered all engagement activities, housing and homeless data, established priority needs, cost reasonableness and effectiveness, activity management and implementation, experience with similar activities, past performance, leveraged funds, and completeness of the application. Project recommendations are for those projects determined most likely to be successful and maintain compliance with CDBG and HOME regulations.

AP-38 Project Summary

Project Summary Information

1	Project Name	Southern California Housing Rights Center (HRC)
	Target Area	Citywide
	Goals Supported	Expand fair housing choice and access
	Needs Addressed	Support land use policies further affordable and equitable housing opportunities
	Funding	CDBG (Admin): \$20,000
	Description	HRC will provide fair housing services, handle fair housing cases and education.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 households assisted. Two housing rights workshops provided.
	Location Description	3255 Wilshire Blvd. Los Angeles, CA
	Planned Activities	CDBG funds will be used to provide fair housing services to residents to prevent discrimination, provide referrals, investigations, case management, and litigation, and resolve landlord tenant disputes.
2	Project Name	Section 108 Loan Payment
	Target Area	Whittier Revitalization Area
	Goals Supported	Expanding economic opportunities
	Needs Addressed	needed infrastructure improvements
	Funding	CDBG: \$462,221
	Description	Completed improvements include the replacement of sidewalks, curbs and gutter, street irrigation, lighting, water and sewer lines, sidewalk improvements compliant with the Americans with Disabilities Act, landscaping, and street furniture.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Loan repayment - not applicable
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Section 108 Loan Payment
3	Project Name	Public Facility Improvements
	Target Area	Citywide

	Goals Supported	Public facility infrastructure
	Needs Addressed	Construct or upgrade public facilities or infrastructure
	Funding	CDBG: \$465,084
	Description	Funds will be used to undertake facility improvements to City Fire Stations.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	500 people
	Location Description	1166 S. Greenwood Ave., Montebello, CA 600 N. Beverly Blvd., Montebello, CA 2950 W. Via Acosta, Montebello, CA
	Planned Activities	Update and improve fire stations.
4	Project Name	Street Improvements
	Target Area	Citywide
	Goals Supported	Create sustainable neighborhoods
	Needs Addressed	Infrastructure improvements
	Funding	CDBG: \$77,988
	Description	Street improvements including sidewalks, curbs, gutters, and street lighting.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	20 families/households
	Location Description	Citywide
	Planned Activities	Replacement of sidewalks, curbs, gutters, and street lighting
5	Project Name	Montebello Senior Center Improvements
	Target Area	Montebello Senior Center
	Goals Supported	Construct or upgrade public facilities or infrastructure
	Needs Addressed	Infrastructure improvements
	Funding	\$342,443
	Description	Funds will be used to undertake facility improvements.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 seniors
	Location Description	115 S. Taylor Ave., Montebello, CA
	Planned Activities	Update facility
6	Project Name	Program Administration CDBG

	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$191,705
	Description	The City will continue to provide planning and administration services required to manage and operate the City's CDBG program. Such funds will assist in managing community development, housing, and economic development programs.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Program administration
7	Project Name	Housing Rehabilitation and Preservation Program (HRPP)
	Target Area	Citywide
	Goals Supported	Maintain decent and energy efficient housing stock
	Needs Addressed	Homeowner rehabilitation program
	Funding	HOME: \$100,000
	Description	Rehabilitation and preservation
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	3 Families/households
	Location Description	Citywide
	Planned Activities	Eligible home repairs
8	Project Name	Acquisition & New Construction
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities
	Needs Addressed	Affordable housing
	Funding	HOME: \$201,628
	Description	Acquisition/rehabilitation of property for low income housing
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	Citywide
	Planned Activities	Acquisition/Rehabilitation for low income housing

9	Project Name	Program Administration HOME
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: 100,480
	Description	The City will continue to provide planning and administration services required to manage and operate the City's HOME program. Such funds will assist in managing community development, housing, and economic development programs.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration
	Location Description	1600 West Beverly Blvd., Montebello, CA
10	Planned Activities	Planning and Administration
	Project Name	Montebello Community Assistance Program (MCAP)
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Homeless prevention services and shelters
	Funding	CDBG-CV: \$313,122
	Description	Provide a variety of services for homeless persons and low income persons in the community.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	75-100 homeless persons
11	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	The City will provide outreach services, motel vouchers, food, and showers for homeless persons in the community.
	Project Name	Rental/Utility Assistance - MCAP
	Target Area	Citywide
	Goals Supported	Expand fair housing choice and access
	Needs Addressed	Allow tenants to pay bills and stay in their homes
	Funding	CDBG-CV: \$290,000
	Description	Provide rental and utility assistance to low/mode income residents

	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	80 households
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Provide rental and utility assistance
12	Project Name	Mortgage Relief Counseling - MCAP
	Target Area	Citywide
	Goals Supported	Expand fair housing choice and access
	Needs Addressed	Provide homeowners assistance with education on loans and programs
	Funding	CDBG-CV: \$20,000
	Description	Provide counseling and legal services for households in danger of foreclosure
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	10 households
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Provide counseling and legal services for households in danger of foreclosure
13	Project Name	YMCA Montebello/Commerce
	Target Area	Citywide
	Goals Supported	Vital Public Service
	Needs Addressed	Emergency food assistance
	Funding	CDBG-CV: \$25,000
	Description	Food distribution
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 persons with special needs
	Location Description	200 West Beverly Blvd, Montebello, CA
14	Project Name	Mexican American Opportunity Foundation (MAOF)
	Target Area	Citywide
	Goals Supported	Vital Public Service
	Needs Addressed	Emergency food assistance
	Funding	CDBG-CV: \$25,000
	Description	Food distribution
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 persons with special needs
	Location Description	401 N. Garfield Avenue, Montebello, CA

	Planned Activities	Food distribution
15	Project Name	Hearts of Compassion (HOC)
	Target Area	Citywide
	Goals Supported	Vital Public Service
	Needs Addressed	Homeless/Special need populations
	Funding	CDBG-CV: \$25,000
	Description	Food distribution
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 persons with special needs
	Location Description	600 South Maple Ave., Montebello, CA
	Planned Activities	Food distribution
16	Project Name	Senior Food Distribution(Parks & Rec)
	Target Area	Citywide
	Goals Supported	Vital Public Service
	Needs Addressed	Emergency food assistance
	Funding	CDBG-CV: \$10,000
	Description	Provide food to LMI seniors
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	250 Seniors
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Food distribution
17	Project Name	Business Assistance - CCEDA
	Target Area	LMI Census Tract
	Goals Supported	Increase earning capacity for LMI families
	Needs Addressed	Technical assistance
	Funding	CDBG-CV: \$40,000
	Description	Business Recovery
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	8 businesses in LMI Census Tract
	Location Description	LMI Census Tract
	Planned Activities	Business Recovery/Technical Assistance
18	Project Name	Program Administration CDBG-CV
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG-CV: \$162,030

	Description	The City will continue to provide planning and administration services required to manage and operate the City's CDBG-CV program. Such funds will assist in managing activities in response to the COVID-19 pandemic.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Planning and Administration
	Location Description	1600 West Beverly Blvd., Montebello, CA
	Planned Activities	Program administration costs for CDBG-CV operations.

Table 55 – Project Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City anticipates spending at least 70 percent of its entitlement funds in target areas, including areas that have low- and moderate-income concentrations or minority concentrations.

HUD's funded activities are limited to the city's low- and moderate-income areas, which encompass the majority of the city's residential areas. Areas of the city outside of the CDBG target areas will benefit from activities that are limited clientele in nature, i.e., a person/household can benefit from a federally assisted program provided they meet the program's eligibility criteria. Eligibility is typically established by household income and household size.

CDBG program funds will be expended based on program criteria. For example, public services are available on a citywide basis for qualified beneficiaries; fair housing and program administration activities will also be carried out on a citywide basis. Community development projects (e.g., street and park improvement projects) will be carried out in the city's low- and moderate- income areas, i.e., areas where most residents meet HUD's low- and moderate-income definition.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	70%

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City generally does not allocate funds on a geographic basis. On an annual basis, the City prioritizes the use of its CDBG funding for citywide housing and community development activities including housing, public services, fair housing, and public facilities. Activities identified under the public services category and targeted to special needs populations are offered on a citywide basis and/or where resources can be coordinated with existing facilities or services. Public improvements and public facilities are qualified as benefitting low- and moderate-income persons.

Discussion

See above discussion.

AFFORDABLE HOUSING

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	75-100
Non-Homeless	300
Special-Needs (youth)	
Total	375

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	80
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	1
Total	84

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

The City's strategies relating to affordable housing efforts include maintaining the affordable housing stock through the Housing Rehabilitation and Preservation Program; acquisition of property for low income housing; and support for rental assistance programs through the County, such as the Section 8 Housing Choice Voucher. The City's proposed homeless program (MCAP) is proposing providing rental and utility assistance to households affected by the COVID-19 pandemic. The City's AI recommends amending portions of its zoning code that better supports affordable housing. The valued services help prevent homelessness and aim to assist at-risk youth and teenagers.

The City's housing policies support a Rental Rehabilitation Program by providing loans to investor owned properties to assist in the ability to improve the City's rental housing stock in need of rehabilitation, to provide safe, decent, and sanitary housing for lower income families. The City also puts funding toward the preservation of existing at-risk affordable housing for technical assistance to property owners and by monitoring Section 8 legislation. To facilitate the development of affordable units, the City uses the State's density bonus law by offering a density bonus of between 20 and 35%.

Typically, the City uses its HOME funds for low income housing development and rehabilitation of owner-occupied single-family properties. The City must use the HOME affordable homeownership limits provided by HUD when setting price limits for affordable home sales and when using HOME funds for home rehabilitation. Also, the use of funds for HOME assisted activities requires that the value of the property after rehabilitation must not exceed 95% of the median purchase price for the area. The HOME Final Rule offers two options for determining the 95% of median purchase price limit for owner-occupied single-family housing, as noted below:

- (1) HUD will provide limits for affordable housing based on 95 percent of the median purchase price for the area; OR
- (2) Perform a local market survey to determine the 95 percent of median purchase price limit.

After review of the published 2019 HOME affordable homeownership limits provided by HUD, for Los Angeles County for determining 95 percent of the median purchase price limit, it was determined that the median price for Montebello homes is \$451,250. For a newly constructed unit, the limit is \$491,345. Based on FHA standard practice, the following multipliers are used for 2-, 3-, and 4-unit properties: 1.28, 1.55, and 1.92 times the 1-unit limit respectively. Based on a comparison of local housing market listing prices and sales information, it was determined that the FHA limits do not accurately reflect current actual home purchase prices for the area. Therefore, a local market survey was conducted for Montebello home sales for a three-month period using HdL data. This survey shows a median price of \$535,590 in the City of Montebello and a 95% median value price of \$508,810 (*see home sales data table below*).

FHA – Market Median Price	\$451,250
FHA – Market Median Price for newly constructed	\$491,000
Montebello Local Market Survey Median Price	\$535,590
95% of Montebello Local Market Survey Median Price	\$508,810

As a result of this conclusion, it is our recommendation that the City of Montebello use the local market survey price as the determinant of the 95 percent median purchase price limit as it is higher than the FHA-Market Median Price.

3-Month Home Sales Data, Montebello, CA			
December 2019 to February 2020			
#	Sale Date	Address	Price <i>(median sales price)</i>
1	2-18-2020	630 13 S Maple # 13 Ave	\$65,000
2	1/16/2020	8509 Beverly Blvd #87	\$105,000
3	1/17/2020	1620 Neil Armstrong St #209	\$230,000
4	12/27/2019	730 Frankel Ave Unit B1	\$310,000
5	2/21/2020	1661 Neil Armstrong St #253	\$338,000
6	2/21/2020	1791 Neil Armstrong St #206	\$355,000
7	12/18/2019	248 E Beverly Blvd Unit A	\$385,000
8	1/8/2020	203 Ridge Terrace Ln	\$385,000
9	12/11/2019	1635 Firvale Ave	\$390,000
10	12/27/2019	1701 Firvale Ave #58	\$390,000
11	2/19/2020	1610 Neil Armstrong St #104	\$395,000
12	2/3/2020	1133 Maxwell St	\$400,000
13	2/22/2020	1032 Carob Way #4	\$405,000
14	2/13/2020	336 N 1 st St	\$410,000
15	1/2/2020	1640 Neil Armstrong St #206	\$411,400
16	12/17/2019	1630 Neil Armstrong St #303	\$420,000
17	Not Listed	405 N Taylor Ave	\$450,000

18	12/27/2019	821 S 5 th St	\$485,000
19	12/23/2019	6700 Ferguson Dr	\$487,000
20	12/19/2019	416 Brady Ave	\$490,000
21	2/10/2020	1018 Roble Pl #6	\$490,000
22	2/12/2020	909 W Oakwood St #4	\$499,000
23	1/29/2020	909 W Oakwood St #2	\$499,000
24	2/3/2020	909 W Oakwood St #6	\$499,000
25	2/5/2020	909 W Oakwood St #3	\$499,000
26	2/6/2020	909 W Oakwood St #5	\$499,000
27	2/14/2020	909 W Oakwood St #7	\$499,000
28	1/23/2020	859 S Greenwood Ave	\$500,000
29	12/11/2019	605 Davis Ave	\$515,000
30	12/10/2019	4629 Grape St	\$520,000
31	12/13/2019	825 S 4 th St	\$520,000
32	Not Listed	716 Carmelita Pl	\$520,000
33	1/31/2020	2405 Findlay Ave	\$522,888
34	12/16/2019	392 S Gerhart Ave	\$524,000
35	1/13/2020	716 W Oakwood St	\$525,000
36	12/21/2019	348 S Pickering Way	\$530,000
37	1/21/2020	749 Via Del Oro St	\$530,000
38	Not Listed	796 W Fernfield Dr	\$530,000
39	1/28/2020	114 N 6 th St Unit B	\$530,000
40	1/17/2020	3005 Via Cerro	\$530,000
41	1/17/2020	709 Keenan St	\$535,000
42	1/23/2020	129 N 5 th St Unit E	\$535,590
43	1/13/2020	836 W Cleveland Ave	\$540,000
44	Not Listed	316 W Gleason St	\$548,000
45	1/9/2020	333 S Bluff Rd	\$553,000
46	1/22/2020	632 Carmelita Pl	\$560,000
47	2/10/2020	157 Ellingbrook Dr	\$570,000
48	2/5/2020	217 E Madison Ave	\$575,000
49	12/31/2019	5801 Repetto Ave	\$579,000
50	1/31/2020	125 N 5 th St Unit D	\$589,015
51	Not Listed	125 N 5 th St Unit A	\$589,500
52	Not Listed	540 N 7 th St	\$590,000
53	1/28/2020	506 N 18 th St	\$600,000
54	1/6/2020	620 Hendricks St	\$600,000
55	12/11/2019	2420 Foxglove Dr	\$600,000
56	2/14/2020	637 S Taylor Ave	\$625,000
57	Not Listed	1017 N 4 th St	\$630,000
58	1/10/2020	832 S 3 rd St	\$639,900
59	12/15/2019	448 E Los Amigos Ave	\$640,000
60	12/3/2019	816 E Avenida De La Merced	\$640,000
61	1/31/2020	620 N 4 th St	\$640,000
62	12/19/2019	1513 Masser Pl	\$645,000
63	12/6/2019	116 S 18 th St	\$655,000

64	12/5/2019	813 W Hughes Ave	\$660,000
65	1/31/2020	737 Agajanian Way	\$665,000
66	1/31/2020	113 N 21 st St	\$670,000
67	Not Listed	1008 W Madison Ave	\$683,500
68	1/28/2020	417 E Los Amigos Ave	\$690,000
69	12/11/2019	920 W Liberty Ave	\$715,000
70	12/30/2019	912 W Ashiya Rd	\$715,000
71	2/19/2020	1328 Carob Way	\$729,500
72	1/23/2020	1001 Rose Glen Ave	\$730,000
73	2/20/2020	203 Encanto Ln	\$730,000
74	2/3/2020	409 Taylor Ave	\$750,000
75	12/19/2019	1613 Appian Way	\$763,888
76	1/31/2020	2652 W Lincoln Ave	\$769,000
77	1/3/2020	716 Wilber Pl	\$770,000
78	12/10/2019	1521 Appian Way	\$815,000
79	1/17/2020	932 Lexington Ave	\$850,000
80	2/26/2020	252 S 7 th St	\$905,000
81	1/14/2020	113 S 10 th St	\$1,075,000
82	12/19/2019	2120 W Victoria Ave	\$1,200,000
83	12/30/2019	341 N 1 st St	\$2,150,000
84	Not Listed	2220 W Via Corona	\$2,400,000

AP-60 Public Housing – 91.220(h)

Introduction

The City of Montebello does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

The City of Montebello does not own or manage public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

LACDA offers the Family Self-Sufficiency Program to assist residents toward greater independence and homeownership opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

LACDA is not designated as troubled.

Discussion

The City supports the efforts of LACDA in making rental assistance available to low-income households through the Section 8 program, but the City has no direct involvement in the ownership or management of public housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

To address the needs of homeless individuals and families, the City continues its efforts to identify efficient and effective means to distribute limited resources for homeless needs. The City has designated emergency and transitional housing as high priorities for addressing homelessness. Other efforts undertaken by the City are identified below:

1. Homeless Shelters

To accommodate its share of the region's homeless, the City utilized numerous nonprofit organizations to offer shelter and services to homeless persons. The City plans on establishing a homeless program to help the homeless population in the City with emergency motel and food vouchers. The City also participates in the Los Angeles County Continuum of Care Community Forum. The City works within this collaborative to help identify needs and gaps in the housing/service needs of the region's homeless.

2. Transitional and Supportive Housing

Supportive housing, as defined by Section 50675.14 of the California Health and Safety Code, is housing with no limit on the length of stay and that is occupied by a target population. The target population for supportive housing includes low-income persons having one or more disabilities. These disabilities may include mental illness, HIV or AIDS, substance abuse, or other chronic health conditions. Such housing is also linked to on-site or off-site services that assist residents in retaining their housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. On- and off-site services may include, but are not limited to, tutoring, childcare, and career counseling.

Transitional housing, as defined by Section 50675.2 of the California Health and Safety Code, is housing configured as rental housing developments, which may include multifamily housing, single-family housing, or group homes. Such housing is operated under state or Federal program requirements that call for termination of assistance and recirculation of the housing unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Additional services that help individuals gain necessary life skills that support independent living are also allowed but not mandated.

State law allows a distinction in the permitting requirements for certain residential uses in single-family homes based on whether there are six or fewer, or seven or more, people served by the housing type. This size distinction currently exists in the City's Zoning Code for residential and group care facilities. Residential and group care facilities provide 24-hour per day residential living accommodations in exchange for the payment of money or other consideration, where the duration of tenancy is determined, in whole or in part, by the individual resident's participation in group or individual activities, such as counseling, recovery planning, or medical or therapeutic assistance. Residential or group care facilities include, but are not limited to, residential care facilities for persons with chronic, life-threatening illnesses, and alcoholism or drug abuse recovery or treatment facilities. Residential care facilities provide living accommodations for six or fewer persons and group care facilities provide living accommodations for seven or more persons.

This size distinction currently exists in the City's Zoning Code for residential and group care facilities. Residential and group care facilities provide 24-hour per day residential living accommodations in exchange for the payment of money or other consideration, where the duration of tenancy is determined, in whole or in part, by the individual resident's participation in group or individual activities, such as counseling, recovery planning, or medical or therapeutic assistance. Residential or group care facilities include, but are not limited to, residential care facilities for persons with chronic, life-threatening illnesses, and alcoholism or drug abuse recovery or treatment facilities. Residential care facilities provide living accommodations for six or fewer persons and group care facilities provide living accommodations for seven or more persons.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

The City plans on establishing a homeless outreach program to help the homeless population in the City with emergency motel vouchers. The City of Montebello also contracts with local service providers to assist in reducing homelessness.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Los Angeles County is divided into eight Service Planning Areas (SPAs), 1 through 8. The division of the County makes it easier for the Department of Public Health to target and track the needs of each area. Montebello is located in SPA 7.

Every year, the Los Angeles Continuum of Care coordinates a Shelter/Housing Inventory Count (HIC), which is a point-in-time (PIT) inventory of service projects, and a record of utilization of services. HIC records how many beds and units are dedicated to serving people experiencing homelessness (e.g., emergency shelter, transitional housing, and safe haven) or people who have experienced homelessness and are now in permanent housing. The homeless count for the City of Montebello in 2020 was 170 unsheltered and 0 sheltered. The City will fund projects within the City in the 2020-2021 program year.

The CoC offers housing and supportive services to address the needs of homeless persons. Within SPA 7:

Emergency Shelter:

- ☐ 541 beds serving individuals and families with children

Transitional Housing

- ☐ 615 beds serving individuals with families with children
Permanent

Supportive housing

- ☐ 615 beds serving individuals with families with children

For the 2021-2021 program year, the City will allocate CDBG-CV fund to the help establish the Montebello Community Assistance Program (MCAP) which will outreach and engage the City's homeless population to support with emergency motel vouchers, PPE's, and hygiene kits. The City will also be a participant of the region's CoC.

Several programs, detailed below, offered in SPA 7 target different homeless client groups. The program presented below focuses on assessing the individual needs of homeless persons:

Coordinated Entry System (CES) – The CES is a framework that unites regional providers working collaboratively to house chronically homeless individuals. Using a common assessment tool, individuals are prioritized into the most appropriate housing based on their needs. The CES also coordinates County and Federal resources from agencies such as the Department of Mental Health, the Department of Health Services, housing authorities, and the U.S. Department of Veterans Affairs.

Addressing the emergency shelter and transitional housing needs of homeless persons

SPA 7 offers a variety of homeless housing facilities serving different client groups, and includes emergency shelters, transitional housing and permanent supportive housing (See above information).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City has the goal of assisting homeless persons, especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth, make the transition to permanent housing and independent living include shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homeless Family Solutions System – This program is a network of family homeless service providers that address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or past involvement with the County Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly rehouses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention. The SSVF employs a housing-first model, which focuses on helping individuals and families access and sustain permanent rental housing as quickly as possible and without precondition, while facilitating access to those services that will help the veteran's family keep their housing.

HUD-VASH Vouchers (VASH) – The HUD-VASH program combines Housing Choice Voucher rental assistance for homeless veterans with case management and clinical services provided by the US Department of Veterans Affairs. The department provides these services for participating veterans at Veterans Affairs medical centers and community-based outreach clinics.

Unaccompanied Youth – Several programs serve this target group, including 1736 Family Crisis Center, Hathaway-Sycamores: Independent Living Program, Divinity Prophet: Independent Living Program, and Richstone Family Center: Transitional Housing Program and Transitional Living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Agencies involved with persons discharged from institutions and systems of care, including the Los Angeles County Department of Children and Family Services, Department of Health Services, Department of Mental Health, and Los Angeles County Sheriff's Department, all have requirements stipulated by state law or county regulations requiring effective discharge planning and a specific transition plan to ensure that individuals and families are not discharged into homelessness.

In addition, the City of Montebello is planning on establishing a homeless outreach program known as MCAP. The program will focus on engaging the City's homeless population to support with emergency motel vouchers, PPE's, and hygiene kits, as well as help with accessing social service needs.

Discussion

The programs identified above, which address the needs of homeless persons and subpopulations of homeless, indicate that serving the homeless is a complex issue requiring a network of agencies, departments, and nonprofit community services agencies. It is fortunate that the City can utilize this network of agencies to provide housing and supportive services in addition to using limited CDBG funding.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

City staff, stakeholders and the community at-large identified and prioritized fair housing issues and contributing factors to fair housing. Barriers to affordable housing as well as other housing information can be found in the City's draft 2020-2025 AI. A summary of the high priority barriers to affordable housing include:

- High cost of housing
- Housing values are increasing faster than household incomes
- Low number of affordable homes vs. market rate or higher cost homes
- Low number of housing opportunities for larger families
- Low ability to become a homeowner
- Lack of household financial stability
- Lack of funds to subsidize economic development projects
- Undereducated residents
- Aging housing and infrastructure
- Homeless prevention services
- Current land use policies do not support the development of affordable housing

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The AI provided goals and action steps developed as a result of specific data captured and existing programs and policies. Agency consultation, community outreach activities data review and analysis process were needed to develop the plan's goals and associated action steps. (Refer to the AI, Table):

Goal 1: Increase affordable housing opportunities.

Goal 2: Increase home ownership.

Goal 3: Create public awareness of fair housing laws and affordable housing advocacy.

Goal 4: Increase training, education and employment opportunities.

Table 47 in the AI presents the Goals and Action Steps, if put in place could further fair housing and affordable housing. As part of the engagement process, ideas and recommended action steps were documented to help provide clearer direction for Council, City staff and partnering agencies.

In the 2020-2021 AAP, the projects and programs that reduce the barriers to affordable housing include:

- Acquisition for Affordable Housing, Housing Rehabilitation Grants/Loans
- Montebello Community Assistance Program (MCAP)
- Fair Housing (HRC):
- Rental//Utility Assistance Program
- Mortgage Relief Counseling

To remove or ameliorate the barriers to affordable housing, the City has adopted the following goals in the 2016–2021 Housing Element:

- To minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing;
- To ensure that fair and equal housing laws are enforced;
- To address future housing needs by expanding housing opportunities in the City;
- To increase the supply of affordable housing stock through new housing construction and the conservation of existing housing stock; and,
- To review the development standards for residential development as a means to improve site design, architectural quality, and the livability of multi-family housing for all segments of the community.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

One of the primary constraints to meeting the needs of low-income residents is a lack of funding to fully address all the needs. Economic challenges and cuts in grant funding have resulted in budgetary constraints not only with the City but with nonprofit service providers as well.

Actions planned to address obstacles to meeting underserved needs

The City of Montebello recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless as a result of these challenges. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the Continuum of Care. In 2020-2021, the City will fund a new public service that will aid with housing and supportive services. The City also plans on funding multiple non-profit agencies throughout Montebello to address the needs of households affected by the COVID-19 pandemic.

Actions planned to foster and maintain affordable housing

The City's strategies relating to CDBG-funded affordable housing efforts include maintaining the affordable housing stock through the Housing Rehabilitation and Preservation Program; maintaining rental assistance programs such as the Section 8 Housing Voucher program; and providing assistance to households before they lose their housing. The City will utilize a combination of Federal and non-Federal funds to maintain existing affordable housing units and foster the creation of new affordable housing opportunities. The City is proposing providing rental, utility, and mortgage relief counseling through the MCAP program.

Actions planned to reduce lead-based paint hazards

The City's HOME-funded Housing Rehabilitation and Preservation Program follows the requirements of Lead Safe Housing Regulation 24 CFR Part 35 effective September 15, 2000, and the subsequent September 2000 HUD transition assistance policy. The City will use, when required, state of California-certified lead-based paint inspectors/risk assessors to test for lead paint and perform risk assessments on houses testing positive, and certified lead-based paint contractors to remove and/or abate lead paint.

Actions planned to reduce the number of poverty-level families

The City of Montebello continues to look for ways to expand economic activities to include all people and provide programs to those people who are less fortunate. The City has focused on the creation of jobs for low- and moderate-income persons through capital improvement projects, Section 108 loan funds. Programs related to housing improvement, homeless shelters, supporting the County's rental assistance program, and funding affordable housing creation have resulted in housing the homeless and improving the living conditions of the elderly and low-income families.

Many factors can contribute to persons living at or below the poverty level. Lack of higher education opportunities, lack of marketable skills, unemployment or underemployment, lack of affordable childcare, lack of effective transportation, and lack of affordable housing all contribute to homelessness or persons

living in poverty. These factors must be addressed to reduce the number of persons living in poverty. While the City has no control over most of these factors, the City regularly provides referrals to those living below the poverty line. The City also provides a listing of public services agencies and homeless resources, and links to social service agencies. In addition, the City supports other government agencies, private developers, and nonprofit agencies that are involved in creating affordable housing and economic opportunities for low- and moderate-income residents.

The City is also proposing allocating funds to a Business Assistance program that will provide technical assistance to LMI Census Tract businesses in the City of Montebello.

Actions planned to develop institutional structure

CDBG funds received by the City are administered by the Finance Department. The City relies on a number of governmental departments and agencies, for-profit developers, and private, nonprofit organizations to carry out homelessness programs, affordable housing projects, seniors, at-risk youth, and other community development programs.

- The City's Planning and Community Development Department's functions directly impact and facilitate the development of housing.
- The Public Works Department is responsible for the design, construction, maintenance, and operation of public facilities as well as for administering infrastructure projects.
- LACDA administers the HUD Section 8 Housing Choice Voucher Program and public housing, which benefits the city's low-income population with publicly assisted rental housing.
- The City will provide emergency motel vouchers and services to the homeless population and to low- and moderate-income households.
- Housing developers are an important partner and essential for the development of market-rate and affordable housing. Private developers are unable to build affordable units without government or other subsidies because of the high cost of land in the city.

Gaps or weaknesses in the institutional structure may exist including: the loss of a redevelopment program is a significant challenge to fund future affordable housing projects. The primary funding source for affordable housing and its administrative costs is HOME. Also, CDBG funding reductions over the years has reduced funding that went to other community development programs. Essentially, these cutbacks resulted in staff and budgets reductions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's Planning and Community Development Department maintains primary management and coordination of the various organizations involved in these processes. The staff within the Department works closely with other City departments and the community to develop programs and activities that improve low-and-moderate-income neighborhoods throughout Montebello. The administration of the program activities includes housing, public facility and infrastructure improvements, public and social service activities, and economic development activities. The City collaborates with public agencies, for-profit agencies, and non-profit organizations in order to provide the aforementioned programming and services.

Discussion:

PROGRAM SPECIFIC REQUIREMENTS

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$493,785
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$400,411
5. The amount of income from float-funded activities	\$0
Total Program Income	\$894,196

Other CDBG Requirements

1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(I)(2)**

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The City does not receive any atypical loans, grant instruments, nonconforming loan guarantees, or other forms of investments.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

The City has general recapture and resale provisions in its HOME program guidelines which apply only to CHDOs. The City will impose HOME recapture provisions on any property sold by a CHDO to a homebuyer when the City provides a direct subsidy for down payment and or closing costs to the homebuyer.

- 3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

In instances where the homebuyer's home is sold to a qualified low-income buyer at an affordable price, the HOME loan balance shall be transferred to the subsequent qualified buyer and the affordability period shall remain in force. The resale provision shall remain in force from that date the legal documents are executed at loan closing until the expiration of the affordability period.

- 4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City has no current plans to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Discussion

The City relies on its HOME Policies and Procedures Manual to follow compliance requirements of the HOME program.

APPENDIX

Appendix A - Public Notifications

CALIFORNIA NEWSPAPER SERVICE BUREAU

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1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING
Ad Description
NOTICE OF PUBLIC HEARING DECEMBER 16 2020

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

11/19/2020

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$515.00
Total	\$515.00

EWA# 3416596

NOTICE OF PUBLIC HEARING CITY OF MONTEBELLO CITY COUNCIL

NOTICE REGARDING SUBMISSION OF THE 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND CONSIDER SUBSTANTIAL AMENDMENT OF THE FISCAL YEAR 2020-2021 ANNUAL ACTION PLAN

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello ("City") will conduct a public hearing and public comment period regarding the approval and submission of the City's 2019-2020 draft Consolidated Annual Performance And Evaluation Report (CAPER) and consider a Substantial Amendment of the Fiscal Year (FY) 2020-2021 Annual Action Plan.

It is noticed that from November 30, 2020 to December 15, 2020 the draft CAPER and draft Substantial Amendment of the FY 2020-2021 Annual Action Plan may be reviewed at the following locations:

Montebello City Hall - Lobby
1600 W. Beverly Blvd.
Montebello, CA 90640

City of Montebello Website - Homepage
<https://www.CityOfMontebello.com>

PUBLIC HEARING INFORMATION:

Date: Wednesday, December 16, 2020

Time: 6:30 p.m. or as soon thereafter as the matter may be heard

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

PROJECT DESCRIPTION: The City of Montebello is a recipient of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. These funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). In order for the City to receive these funds, the City is required to prepare a Five Year Consolidated Plan as well as an Annual Action Plan outlining the planned use of CDBG and HOME funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the CAPER. The 2019-2020 CAPER covers the period of July 1, 2019 through June 30, 2020, and provides a summary of activities undertaken within CDBG and HOME funds during the report period.

The City also received additional Community Development Block Grant Coronavirus (CDBG-CV) funds, referred to as CDBG-CV3. HUD requires the City to prepare a Substantial Amendment to the current Annual Action Plan before the City may access CDBG-CV3 funds.

Public Review and Comment Period: The draft CAPER and the FY 2020-2021 Substantial Amendment will be available for public review and comment beginning on November 30, 2020 and ending on December 15, 2020. This document will be available for public review on the City of Montebello's website at <https://www.CityOfMontebello.com>. During the comment period, comments and/or questions may be submitted to:

Planning and Community Development
Department



Attn: Aknesa Ananikyan, Senior Management Analyst
1600 W. Beverly Boulevard, Montebello, CA 90640
Office telephone: (323) 887-1200 ext. 402
Monday through Thursday, 7:30 A.M. to 5:30 P.M.

GENERAL INFORMATION: As authorized by the Governor's Executive Order No. N- 29-20, those interested in making public comments at the City Council meeting, may call on Wednesday, December 16, 2020 between 9:00 a.m. – 3:00 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. 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. In addition, the City has created the following email address where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, December 16, 2020: ccpubliccomment@cityofmontebello.com. These questions will be read out loud and submitted for the record. Written comments may also be mailed or delivered to the City Clerk's office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing. This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the subject matter may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are public records and will become part of the City's files and records.

11/19/20

EWA-3416596#

MONTEBELLO NEWS

CITY OF MONTEBELLO



CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) DRAFT

July 1, 2019 – June 30, 2020

Planning and Community Development Department
1600 West Beverly Blvd.
Montebello, CA 90640

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2019 – 2020 Action Plan was reflective of the 2015–2020 Consolidated Plan and represented incremental steps toward accomplishing the Five-Year Consolidated Plan goals. FY 2019 – 2020 is the fifth and final year of the 2015–2020 Consolidated Plan. The City met the CDBG timeliness requirement during the reporting year by ensuring that a ratio of less than 1.5 times the annual entitlement amount was unexpended at the end of the 2019 – 2020 program year.

The CDBG program, through its funded activities, continues to address the needs of the Montebello community. Additional funding would be helpful to further address the Community's needs.

All CDBG funds except, for Planning/Administration, were used for activities that benefited low- and moderate-income persons.

There were no changes in program objectives.

The source of CDBG and HOME program income has been repayment of rehabilitation loans. The City has reconciled Program Income that it was able to track for the period of 5/24/17 to 10/30/19. The City recorded \$493,785.06 of Program Income for CDBG and \$143,853.83 of Program Income for HOME.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Program Indicator	Expected Program Year 19-20	Actual Program Year 19-20	Percent Complete
Safe / Quality Neighborhoods	Homeowner Housing Rehabilitated	10	0	0%
Homeless / Special needs populations	Homelessness Prevention	464	1832	395%
Fair Housing	Other	50	142	284%

Improvement of public services for low/mod income	Public service activities other than Low/Moderate Income Housing Benefit	0	0	0%
Expanded Economic Opportunities	Other	1	1	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2019-2020 Action Plan was reflective of the 2015-2020 Consolidated Plan, representing incremental steps toward accomplishing the Five-Year Consolidated Plan goals. Program Year 2019-2020 is the fifth and final year of the 2015-2020 Consolidated Plan. The CDBG and HOME funded Programs continued to meet the needs of the Montebello community of seniors, youth, homeless, and low- to moderate-income families, and other special needs populations. All CDBG funds except for planning/administration were used to benefit low- and moderate-income persons. All the City's CDBG funds were used exclusively for one or more of the three national objectives.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	1761	0
Black or African American	13	0
Asian	42	0
American Indian or American Native	17	0
Native Hawaiian or Other Pacific Islander	0	0
Total	1833	0
Hispanic	1688	0
Not Hispanic	128	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CDBG

For FY 2019-2020, the City's Public Service programs comprised of various nonprofits and programs that provided public service activities to low- and moderate- income-eligible households.

Public Service programs included assistance to the homeless via the East San Gabriel Valley Coalition for the Homeless,

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$677,645	
HOME	public - federal	\$269,841	0

Table 3 - Resources Made Available

Narrative

The largest expenditure under the CDBG Program is the City's repayment of the Section 108 Economic Development Loan. This payment accounted for 75% of the total CDBG expended during the fiscal year. The remaining expenditures were used for the Public Service Agencies and Administration.

The City of Montebello received \$269,841 in HOME funding during the 19/20 fiscal year. The entire allocation was used to satisfy the repayment of the Voluntary Grant Reduction (VGR) payment. The final VGR payment occurred in FY 19/20.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	70	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

Affordable housing is needed throughout the community and therefore use of public funds for housing assistance is available citywide.

Public and supportive services offered through CDBG and HOME funding are targeted toward populations with special needs and low- and moderate-income (up to 80 percent AMI) persons throughout the City.

Public facilities and improvements funded by the CDBG program are focused in priority areas. These Enhancement Areas are based on 2010 Census data according to household income levels. To determine project eligibility, the HUD standard is that at least 51 percent of low-moderate income residents must occupy the area where public facility improvements are being performed. Keeping the national objectives of the CDBG and HOME programs in mind, project eligibility review is based upon the type of activity and the clientele served. A project is evaluated either on the 51 percent low-moderate income population for facilities and services located within the broader community.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The following other Federal and Non-Federal funding sources were used to leverage funds allocated to activities: General Funds; Gas Tax; Metropolitan Transit Authority Funds; and Measure R Funds.

The City uses general fund, gas tax, water funds, and other resources to address public infrastructure needs. In addition to these sources, public services subrecipients used private and other funds to leverage the City's CDBG Program funds.

As a recipient of HOME funds, the City is required to make non-Federal financial contributions to projects that qualify as affordable housing under the HOME Program. Annually, the match contributions must total a minimum of 25% of the HOME funds expended from the City's HOME entitlement amount. (less administration costs), unless the City has received a reduction in the match requirement.

During FY 19-20, no HOME funds were expended, therefore no other funds were used to leverage this activity.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	280,791
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	280,791
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	280,791

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
NONE								

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	5	0
Number of Non-Homeless households to be provided affordable housing units	7	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	12	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	4	0
Number of households supported through Rehab of Existing Units	10	0
Number of households supported through Acquisition of Existing Units	0	0
Total	14	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Housing Rights Center affirmatively furthers fair housing by testing, providing outreach, and enforcing in an effort to eliminate housing discrimination. During 2019 – 2020, 142 households were assisted with general housing and discrimination services.

The City of Montebello continues to pursue the following course of action in order to remove or improve any negative effects that may result from public policies:

- Maintain dialogue with developers, residents, and nonprofit organizations involved in housing projects to assist Montebello in making the best planning, infrastructure, and development decisions.
- Continue to work toward increasing public awareness and acceptance of the need for affordable housing throughout the city.
- Research housing programs and determine feasibility with consideration of the current housing market and funding for programs.

The City of Montebello offered the following programs during the 2019 – 2020 program year:

Section 8 Housing Choice Voucher (HCV) Program – The City of Montebello participates in the Los Angeles County Housing Authority administration of Housing Choice Voucher Program, which provides rental assistance to very low-income families, the disabled, and the elderly in order for them to access affordable decent, safe, and sanitary housing in the City of Montebello. A total of 726 Montebello households used Section 8 vouchers during 2019–2020. The City did not allocate any HOME funds during the fiscal year in anticipation of receiving a Voluntary Grant Reduction from HUD.

Discuss how these outcomes will impact future annual action plans.

The City will continue to support programs and activities that provide assistance to low- and moderate-income homeowners and renters. In addition, the City will continue to utilize HOME and CDBG funds to improve housing and supportive services. In program year 2019 – 2020, the City initiated and completed the following actions:

The City acknowledges that for-profit and nonprofit developers play a significant role in providing affordable housing in Montebello. The City will work with these developers and continue to provide financial incentives through HOME funds and the sale of City-owned parcels, as well as offer regulatory incentives, including but not limited to density bonuses and flexible development standards to private developers to increase the supply of affordable housing. To provide housing opportunities for extremely low-income households, the City will work with developers of single resident occupancy (SRO) housing, prioritize the use of Section 8 vouchers for this income group, aggressively utilize regulatory incentives, and encourage the development of second units as a means to provide housing for extremely low-income individuals or households.

The City continued to refer clients to the Los Angeles County Housing Authority as needs were identified for affordable housing. The City continues to be contacted by Montebello households that are in need of rental assistance through the Section 8 program. During FY 19 – 20, the County Housing Authority provided Section 8 vouchers to 726 Montebello households.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	924	0
Low-income	1058	0
Moderate-income	0	0
Total	1982	0

Table 13 – Number of Households Served

Narrative Information

Through the City’s CDBG funded programs, 1982 persons were assisted. Due to the repayment of the VGR, the City did not program funds to assist homeowner rehabilitation.

The City addressed the needs of persons with disabilities through the Heart of Compassion program which offers Montebello persons with special needs much needed food and essential goods in order to lessen their financial burden, and allow that money to go to housing instead.

The Housing Authority of the County of Los Angeles (HACoLA) provides rental assistance through its Section 8 Housing Choice Voucher Program to address the worst case needs for affordable housing. Under the voucher program, eligible households with annual incomes below 50 percent of the HUD Area Median Income are assisted to find decent, safe and sanitary affordable housing. Participants are required to pay up to 30 percent of their adjusted gross monthly income for rent and the Housing Authority pays the balance of the monthly rent directly to the landlord.

HACoLA also maintains a waiting list for the affordable housing developments constructed under the City’s Affordable Housing Program. These projects are affordable to extremely low, very low, low and moderate income households. The Authority requires that preference be given to eligible households in the following order:

1. Households that have been displaced from their residences due to programs or projects implemented by the City;
2. Households that currently have a Section 8 Housing Choice Voucher;
3. Households that are listed on the Authority’s Section 8 and Affordable Rental;
4. Households who live and/or work in Montebello.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

HUD's Continuum of Care Program recognizes that all homeless persons are not at the same level of stability, and thus addresses a variety of needs. Recognized components of the Continuum of Care include outreach, access center/drop-in center, safe haven, supportive services, overnight shelter (year-round shelter and winter shelter), emergency shelter, transitional housing, permanent housing and permanent supportive housing, and prevention.

The City of Montebello is part of the Los Angeles Continuum of Care (LACoC) which includes all areas of the county except for the cities of Long Beach, Glendale, and Pasadena, and includes an estimated 55,188 homeless people. At 4,083 square miles, the County of Los Angeles is the largest urban county in the nation. While average incomes are amongst the highest in the country in some areas, there is also incredible poverty.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Montebello recognizes that homelessness is a regional problem, and will continue to address homeless needs through its CDBG funds. For many years, the City has supported several homeless service providers in the community that provide homeless prevention services, supportive services, and emergency and transitional shelter. These agencies have included The Whole Child and the East San Gabriel Valley Coalition for the Homeless. Providers and programs may change each year due to the RFP process.

The City had an active contract with Heart of Compassion (HOC) and East San Gabriel Valley Coalition for the Homelessness, which provides a variety of social services to Montebello residents and people requiring assistance. It also provides a number of important services for homeless clients (e.g., emergency shelter services, counseling, and transportation vouchers).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City will continue to coordinate the operation of housing programs with county and local social service agencies, including the Los Angeles County Department of Public Social Services, the United Way of Greater Los Angeles, the Housing Rights Center, and other nonprofit and public service agencies. The City will also be establishing a homeless outreach program called Montebello Community Assistance Program (MCAP) in FY 2020-2021.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Montebello is establishing its own homeless program to meet the needs of the homeless population in the City. The MCAP program will provide outreach services, motel vouchers, food, and showers for homeless person in the community. In addition, the City continues to coordinate with County agencies including the Los Angeles Homeless Services Agency, Los Angeles County Housing Authority, and the Los Angeles County Community Development Commission.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Montebello has no conventional public housing sites and no resident-based initiative programs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Montebello has no conventional public housing sites and no resident-based initiative programs.

Actions taken to provide assistance to troubled PHAs

The City supports the efforts of the Housing Authority in making available rental assistance to low-income households through the Section 8 program, but the City has no direct involvement in the ownership or management of public housing.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In FY 2019-2020, the City of Montebello updated its Housing Element to remove barriers to affordable housing. The will continue to:

- Maintain dialogue with developers, residents, and nonprofit organizations involved in housing projects to assist Montebello in making the best planning, infrastructure, and development decisions.
- Continue to work toward increasing public awareness and acceptance of the need for affordable housing throughout the city.
- Research housing programs and determine feasibility with consideration of the current housing market and funding for programs.

The City of Montebello, through the LA County Housing Authority, offered the following programs during the 2019 – 2020 program year:

- Section 8 Housing Choice Voucher (HCV) Program – The Los Angeles County Housing Authority administers the City of Montebello’s Housing Choice Voucher Program, which provides rental assistance to very low-income families, the disabled, and the elderly in order for them to access affordable decent, safe, and sanitary housing in the City of Montebello. A total of 726 Montebello households used Section 8 vouchers during 2019–2020
- The City of Montebello received \$269,841 in HOME funding during the 19/20 fiscal year. The City did not allocate these funds to any eligible activities during the 2019 – 2020 fiscal year due to the final payment of the Voluntary Grant Reduction.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Like most cities, funding is a major obstacle in meeting the needs of the community. Over the years, community partnerships with county, state, and federal agencies have been integral to meeting the needs of the underserved community. During the 2019 program year, the City provided CDBG funds to a number of social service organizations to address the needs of those persons that are homeless and those at risk of becoming homeless. Services included emergency housing, food, transportation vouchers, and seasonal employment.

During the 2020-2021 fiscal year, the City is implementing an in-house homeless outreach program, known as MCAP. The City of Montebello maintains communication with all registered social service

providers located in the city that provide services to the residents. City staff utilizes the list as a method of disseminating information on a timely and equitable basis. The City of Montebello will continue to promote its existing relationships as well as continue to foster new ones to ensure that all the needs of the community are adequately fulfilled.

To address the continuing needs of the underserved community, the City uses the Chamber of Commerce, local newspapers, the City website, and community events to promote all housing and community services and programs citywide to low-income residents of Montebello.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Montebello provides to the public educational resources related to lead-based paint hazards through the Annual Action Plan, brochures distributed and public announcements. All CDBG- and HOME-funded housing programs and projects have incorporated lead-based paint hazard reduction efforts.

In FY 2019– 2020, actions to evaluate and reduce the number of housing units containing lead-based paint hazards continued to be in place. These efforts will ultimately increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Many factors can contribute to persons living at or below the poverty level. Factors such as lack of higher education opportunities, lack of marketable skills, unemployment or underemployment, lack of affordable child care, lack of effective transportation, and lack of affordable housing all contribute to homelessness or persons living in poverty. All of these factors must be addressed to reduce the number of persons living in poverty.

While the City has no control over the majority of these factors, the City regularly provides referrals to those living below the poverty line. The City also provides a listing of public services agencies and homeless resources, and links to social service agencies. In addition, the City supports other government agencies, private developers, and nonprofit agencies that are involved in creating affordable housing and economic opportunities for low- and moderate-income residents.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Montebello's effort to eliminate institutional gaps and enhance coordination of programs includes the City and nonprofits working closely with other governmental entities to determine the critical needs of households based on limited resources and expanding demand for services. The City continues its outreach efforts through public meetings and public hearings to solicit public and nonprofit agency comments on how the City of Montebello allocates its CDBG funds.

CDBG funds were used during the 2019 – 2020 program year to support a number of city-sponsored and nonprofit public service programs. As part of its grant administration, the City has established a monitoring program to assess its subrecipients' performance in meeting both client needs and in having the capacity to comply with regulatory requirements. During the 2019 – 2020 program year, five public service agencies were monitored and the City worked closely with subrecipients to ensure complete financial and performance documentation were maintained in the project files.

The City will continue to fund fair housing activities to promote, educate, and enforce fair housing in the community. The City will also continue to coordinate and make referrals to residents regarding affordable housing providers, other local government services, and social service agencies to maximize the effectiveness of planned activities.

Through its federal entitlement and other resources, Montebello interacts with various nonprofit agencies and public service groups in the delivery of programs. These agencies and groups include the following:

- East San Gabriel Homeless Shelter Coalition
- Housing Rights Center
- YMCA
- Heart of Compassion
- Summer Youth Employment Program

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Montebello addresses the homeless need as a participant of the Los Angeles Continuum of Care and by having an active contract with the East San Gabriel Valley Coalition for the Homeless (which provides a variety of services to homeless and at risk for homelessness, including transitional shelter, motel vouchers, food, and counseling).

The annual goal was to serve approximately 500 homeless persons over the program year through

funding for shelter and homeless assistance services and through the continued coordination of housing programs with county and local public service agencies, including the Los Angeles County Department of Public Social Services, the United Way of Greater Los Angeles, the Housing Rights Center, and other nonprofit and public service agencies. During the 2019 – 2020 Program year, the City served 1832 persons.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City's Analysis of Impediments (AI) covers the period of the 2015–2020 Consolidated Plan. The City is aware that carrying out this analysis alone is not considered to constitute fair housing action in and of itself.

The analysis in the AI demonstrates that residents in Montebello experience housing discrimination and that housing discrimination often occurs on the bases of disability and familial status. Also, potential discriminatory advertising occurs because some ads discourage disabled people from applying because they state "No Pets" allowed. Disabled people, under the law, may request a reasonable accommodation because they need a service or companion animal.

Actions to remedy these impediments include the following:

1. The City will continue to retain the Housing Rights Center to process housing discrimination complaints.
2. The City's website will post background information on fair housing and how to contact the Housing Rights Center.
3. Educational and outreach materials will be disseminated to residents, local real estate agents, and the on-site apartment managers of the larger apartment communities.
4. The City will amend its agreement with the Housing Rights Center to include a periodic review of newspaper and online advertising. When discriminatory advertising is found, the Housing Rights Center will then contact the on-site manager of the apartment community placing the ad.
5. The City will amend its agreement with the Housing Rights Center to include coordinating with local newspapers to include a statement that disabled people have a right to request a reasonable accommodation for a service or companion animal.

Currently, the City promotes fair housing through its contract with the Housing Rights Center. The Housing Rights Center was founded in 1968 as a nonprofit, non-partisan educational agency dedicated to promoting the enforcement of fair housing laws and encouraging an atmosphere of open housing through education, enforcement activities, counseling services, and outreach programs. The Housing Rights Center is funded as part of the City's CDBG Administration activities. The amount funded for the Fair Housing Program in 2019 – 2020 was \$20,000.

During FY 2019 – 2020, the Housing Rights Center conducted fair housing workshops, distributed outreach materials to publicize events, distributed educational materials, and completed surveys to determine the extent of unfair housing conditions in the city. These efforts were aimed at tenants, homeowners, and landlords. Overall, the results of these efforts revealed that discrimination in Montebello is minimal. Nevertheless, in the instances that complaints are received, the City is referring these individuals to the Housing Rights Center. A total of 355 persons received general housing services and 25 persons received discrimination services. The 25 persons receiving discrimination services were provided with fair housing counseling, mediation, resolution and referral services.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

During 2019 – 2020, City staff and program consultants updated program policies and procedures as well as discussed ways to improve on monitoring and working with subrecipients to ensure compliance with applicable local and federal regulations. New procedures were adopted in September of 2020 for monitoring subrecipient agencies. At the beginning of each program year, City staff met with all CDBG-funded project managers to discuss the reporting requirements and the monitoring plan. Program providers are required, on a quarterly basis, to provide progress reports, which are reviewed for compliance.

During the course of the year, site monitoring reviews were held with program providers utilizing the following model.

- A formal monitoring notification letter was submitted to subrecipient agencies prior to monitoring.
- An entrance interview was held with key representatives for clarification of the program's purpose, scope, objectives, and goals.
- The review ends with an exit conference to present preliminary results of the monitoring, provide an opportunity to discuss program compliance and reporting concerns, and provide an opportunity for the program provider to report on steps being taken to address areas of non-compliance or non-performance.
- Documentation of the monitoring includes completed monitoring check sheets, supporting documentation, and a final results letter.
- Formal notification of the results of the monitoring review were sent to the program provider, which creates a permanent written record and an outline of any concerns and/or findings, and set a deadline for written response and corrective actions.
- It is the monitor's responsibility to provide the technical assistance needed to ensure that the programs are productive and in compliance with federal regulations.

During the 2019 – 2020 program year, five (5) public service agencies were monitored.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Montebello undertook all reporting and planning program requirements in compliance with CDBG and HOME program regulations and citizen participation requirements. Specifically, the City of Montebello:

- Held a public hearing before City Council on April 10, 2019, to solicit public input on the Annual Action Plan process and community needs.
- Developed the 2019-2020 Annual Action Plan through a citizen participation process, and published a notice of availability of the plan for public review from April 11, 2019 to May 12, 2019.
- Provided technical assistance and on-site monitoring to CDBG subrecipients.
- Held public hearings to review and adopt the 2019 – 2020 Annual Action Plan on May 15, 2019
- City staff attended and participated in City Council meetings and other pertinent meetings.
- City staff attended, when available, HUD workshops and trainings for staff development and capacity building

Public participation related to the year-end CAPER report has been encouraged in compliance with the citizen participation requirements of the City of Montebello Citizen Participation Plan. A notice was published on November 19, 2020, announcing the availability of the CAPER for public review for a 10-day comment period from November 30, 2020 to December 16, 2020. The report was made available for review at the City of Montebello lobby and the City website at, <https://www.CityOfMontebello.com>. No public comments were received on the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

During the 2019 - 2020 program year, City Consultants performed on-site property inspections for the one project that is funded with HOME funds. No issues were found.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

According to HOME Regulations, HOME funded rental housing projects consisting of five or more assisted units must include and adhere to affirmative marketing procedures and requirements. For each HOME project the City undertakes, the requirement is triggered and an affirmative marketing plan is developed. Each Affirmative Marketing Plan includes the following:

- List of methods to inform the public, owners and potential tenants about fair housing laws and City's marketing policy:
- Description of the efforts that will be made to conduct affirmative market housing units assisted with HOME funds. Owners and leasing agents will place advertisements to market HOME assisted units through local sources, public agencies and social service organizations;
- Description of outreach efforts to people not likely to apply for housing without special outreach. These efforts will include the distribution of marketing materials to organizations that likely have contact with these populations;
- Maintenance of records to document actions taken to affirmatively market HOME assisted units and to assess marketing effectiveness; and
- Description of actions that will be taken if requirements are not met.

During site visits, overall performance related to fair housing and non-discrimination is monitored to ensure fair housing compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Montebello did not receive any HOME program income during the 2018 – 2019 fiscal year.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The City of Montebello implements the following actions to foster and maintain affordable housing:

- Coordination with all housing authorities to allow Section 8 Housing Choice Voucher portability
- Updated the Housing Element
- Began the General Plan Update
- Infrastructure improvements
- Fair Housing programs

The City continued to refer clients to the Los Angeles County Housing Authority as needs were identified for affordable housing. The City continues to be contacted by Montebello households that are in need of rental assistance through the Section 8 program. During 2018 – 2019.

Attachments

Public Notice

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Notice Type: HRG NOTICE OF HEARING
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NOTICE OF PUBLIC HEARING DECEMBER 16 2020

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

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NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO CITY COUNCIL

NOTICE REGARDING SUBMISSION OF THE
2019-2020 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT
AND CONSIDER SUBSTANTIAL AMENDMENT
OF THE FISCAL YEAR 2020-2021 ANNUAL
ACTION PLAN

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello ("City") will conduct a public hearing and public comment period regarding the approval and submission of the City's 2019-2020 draft Consolidated Annual Performance and Evaluation Report (CAPER) and consider a Substantial Amendment of the Fiscal Year (FY) 2020-2021 Annual Action Plan.

It is noticed that from November 30, 2020 to December 16, 2020 the draft CAPER and draft Substantial Amendment of the FY 2020-2021 Annual Action Plan may be reviewed at the following locations:

Montebello City Hall - Lobby
1600 W. Beverly Blvd.
Montebello, CA 90640

City of Montebello Website - Homepage
<https://www.CityOfMontebello.com>

PUBLIC HEARING INFORMATION:

Date: Wednesday, December 16, 2020

Time: 6:30 p.m. or as soon thereafter as the matter may be heard

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

PROJECT DESCRIPTION: The City of Montebello is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. These funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). In order for the City to receive these funds, the City is required to prepare a Five Year Consolidated Plan as well as an Annual Action Plan outlining the planned use of CDBG and HOME funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the CAPER. The 2019-2020 CAPER covers the period of July 1, 2019 through June 30, 2020, and provides a summary of activities undertaken within CDBG and HOME funds during the report period.

The City also received additional Community Development Block Grant Coronavirus (CDBG-CV) funds, referred to as CDBG-CV3. HUD requires the City to prepare a Substantial Amendment to the current Annual Action Plan before the City may access CDBG-CV3 funds.

Public Review and Comment Period: The draft CAPER and the FY 2020-2021 Substantial Amendment will be available for public review and comment beginning on November 30, 2020 and ending on December 16, 2020. This document will be available for public review on the City of Montebello's website at [Error! Hyperlink reference not valid.](#) During the comment period, comments and/or questions may be submitted to:

Planning and Community Development
Department



Attn: Aknesa Ananikyan, Senior Management Analyst
1600 W. Beverly Boulevard, Montebello, CA 90640
Office telephone: (323) 887-1200 ext. 402
Monday through Thursday, 7:30 A.M. to 5:30 P.M.

GENERAL INFORMATION: As authorized by the Governor's Executive Order No. N- 29-20, those interested in making public comments at the City Council meeting, may call on Wednesday, December 16, 2020 between 9:00 a.m. – 3:00 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. 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. In addition, the City has created the following email address where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, December 16, 2020: ccpubliccomment@cityofmontebello.com. These questions will be read out loud and submitted for the record. Written comments may also be mailed or delivered to the City Clerk's office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing. This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the subject matter may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are public records and will become part of the City's files and records.

11/19/20

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EWA# 3416596

NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO CITY COUNCIL

NOTICE REGARDING SUBMISSION OF THE
2019-2020 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT
AND CONSIDER SUBSTANTIAL AMENDMENT
OF THE FISCAL YEAR 2020-2021 ANNUAL
ACTION PLAN

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello ("City") will conduct a public hearing and public comment period regarding the approval and submission of the City's 2019-2020 draft Consolidated Annual Performance And Evaluation Report (CAPER) and consider a Substantial Amendment of the Fiscal Year (FY) 2020-2021 Annual Action Plan.

It is noticed that from November 30, 2020 to December 16, 2020 the draft CAPER and draft Substantial Amendment of the FY 2020-2021 Annual Action Plan may be reviewed at the following locations.

Montebello City Hall - Lobby
1600 W. Beverly Blvd.
Montebello, CA 90640

City of Montebello Website - Homepage
<https://www.CityOfMontebello.com>

PUBLIC HEARING INFORMATION:

Date: Wednesday, December 16, 2020

Time: 6:30 p.m. or as soon thereafter as the matter may be heard

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

PROJECT DESCRIPTION: The City of Montebello is a recipient of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. These funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). In order for the City to receive these funds, the City is required to prepare a Five Year Consolidated Plan as well as an Annual Action Plan outlining the planned use of CDBG and HOME funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the CAPER. The 2019-2020 CAPER covers the period of July 1, 2019 through June 30, 2020, and provides a summary of activities undertaken within CDBG and HOME funds during the report period.

The City also received additional Community Development Block Grant Coronavirus (CDBG-CV) funds, referred to as CDBG-CV3. HUD requires the City to prepare a Substantial Amendment to the current Annual Action Plan before the City may access CDBG-CV3 funds.

Public Review and Comment Period: The draft CAPER and the FY 2020-2021 Substantial Amendment will be available for public review and comment beginning on November 30, 2020 and ending on December 16, 2020. This document will be available for public review on the City of Montebello's website at [Error! Hyperlink reference not valid.](#) During the comment period, comments and/or questions may be submitted to:

Planning and Community Development
Department



Attn: Aknesa Ananikyan, Senior Management Analyst
1600 W. Beverly Boulevard, Montebello, CA 90640
Office telephone: (323) 887-1200 ext. 402
Monday through Thursday, 7:30 A.M. to 5:30 P.M.

GENERAL INFORMATION: As authorized by the Governor's Executive Order No. N- 29-20, those interested in making public comments at the City Council meeting, may call on Wednesday, December 16, 2020 between 9:00 a.m. – 3:00 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. 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. In addition, the City has created the following email address where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, December 16, 2020: ccpubliccomment@cityofmontebello.com. These questions will be read out loud and submitted for the record. Written comments may also be mailed or delivered to the City Clerk's office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing. This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the subject matter may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lquzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are public records and will become part of the City's files and records.

11/19/20

EWA-3416596#

MONTEBELLO NEWS

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Adopt an Ordinance Establishing a Community Choice Aggregation (CCA) Program and Approving an Implementation Plan and Statement of Intent**

DATE: December 16, 2020

RECOMMENDATION

It is recommended 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.

BACKGROUND/ANALYSIS

City Council provided direction to the City Manager to investigate the possibility of establishing a Community Choice Aggregation (CCA) power utility in Montebello. To accomplish this, the City Council – at its August 12, 2020 meeting – executed an agreement with California Choice Energy Authority (CalChoice) to conduct a feasibility and technical study (Study). The Study would be the first step in determining whether a CCA could be established in Montebello. Authorization was also provided to utilize CalChoice to develop an implementation plan, should the Study indicate a CCA was viable with a formal professional services agreement executed with CalChoice per City Council action.

CalChoice completed the Study, which indicated that a CCA would be viable and feasible and provide various benefits to the community and the City. The results of the Study have been reviewed by management. City Council briefings were held to provide an overview of the results from the Study and to allow for a further review of the specifics of operating a CCA in Montebello.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**ADOPT ORDINANCE ESTABLISHING COMMUNITY CHOICE AGGREGATION
PROGRAM AND APPROVING IMPLEMENTATION PLAN AND STATEMENT OF
INTENT**

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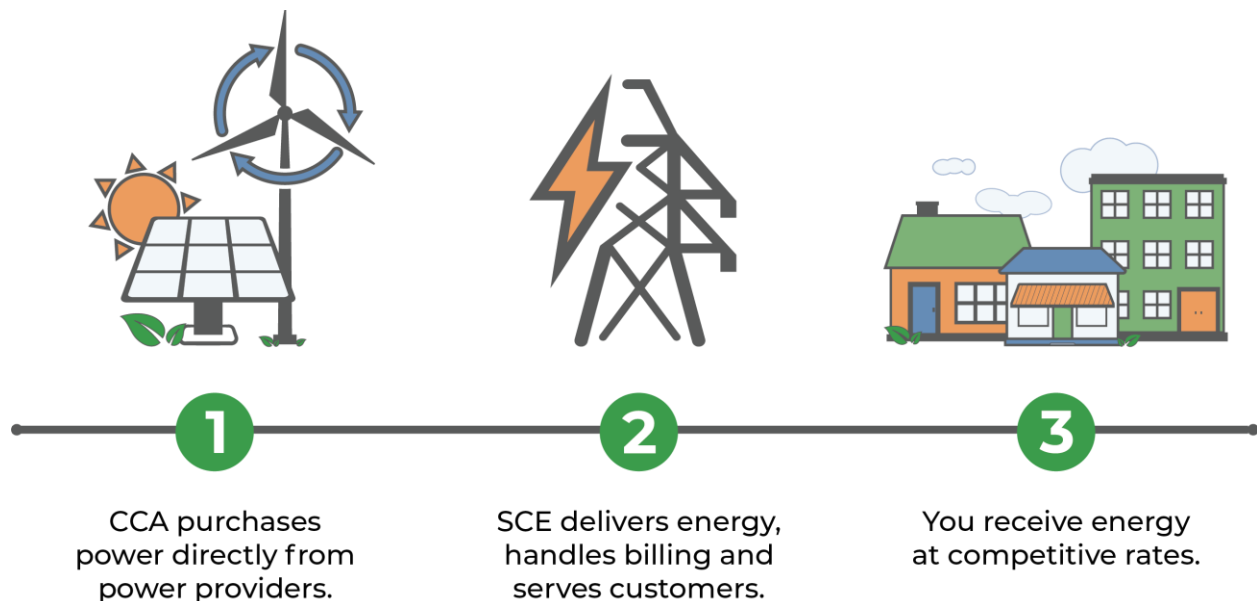
The next step after the Study is to provide an implementation plan for City Council review and approval. This public hearing is being held to adopt an Ordinance that would establish a CCA in Montebello, as well as approve the implementation plan. This is the first of several milestones during which the City Council will have an opportunity to decide on moving forward with a CCA. The final “go/no go” date will be April, 2021. Additional information about CCA’s in general and the specific technical study findings are presented below.

Community Choice Aggregation

Assembly Bill 117 provides the authorization for a city or county to pool its electricity load and supply that power to its community. Under a Community Choice Aggregation (CCA) program, the utility, in this case Southern California Edison (SCE), continues to be responsible for electricity delivery and transmission, owning and maintaining the power and transmission infrastructure, reading the meters, and billing and collecting from customers.

The only change is the power being consumed by the customer (i.e., City of Montebello resident or business) would be provided by the CCA program, either through purchase or development, with the revenues collected from rate payers staying in the City to benefit the citizens and businesses of Montebello (versus flowing to SCE shareholders).

The graphic below demonstrates a simplified process by which electricity would be provided to customers in a CCA:



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Establishment of a CCA has many benefits:

- Local Control
 - Rate Setting
 - Policies regarding renewable energy options
 - Develop energy programs
 - Energy Efficiency
 - Demand Response
- Economic Development Opportunities
- Job Creation
- Environmental benefits
- Additional Revenue Stream

The City Council can pursue various goals, depending on policy priorities and financial viability of the CCA enterprise. Establishment of a CCA is a long-term commitment, with the initial years of operation utilized to establish a baseline of ongoing revenue and expenditures. Strategic planning will provide the opportunity to establish programs in the medium-term, once the CCA has demonstrated fiscal stability.

CCA Technical Study

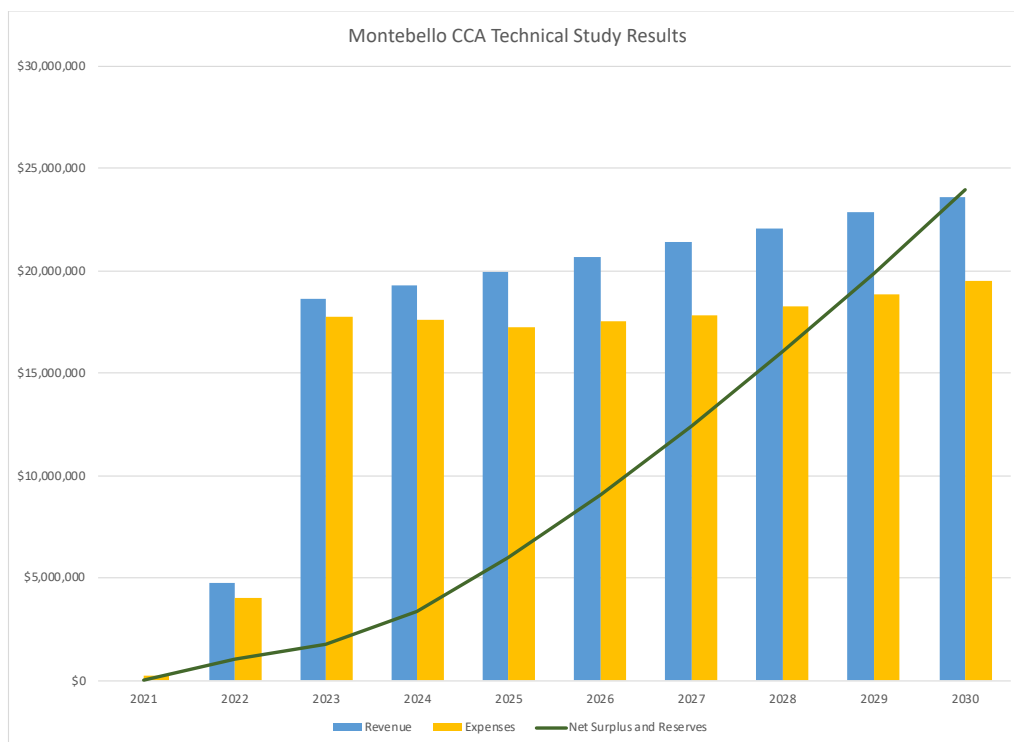
In completing the due diligence in evaluating a CCA for Montebello, the City engaged the services of California Choice Energy Authority (CalChoice) to prepare a Study. CalChoice is a Joint Powers Authority that provides CCA operational, technical, procurement, regulatory and administrative services to its associate members. The Study was based on 2019 historical electric usage in the City of Montebello.

The Study utilized the SCE customer data (i.e., residential, commercial and industrial) to prepare a pro forma with financial and operational forecasts if a CCA was established in Montebello. The detailed pro form provided revenue and expenditure projections out to 2030 (assuming a “start date” of March, 2022).

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The results of the Study indicated that, using current market conditions and assuming rate parity with Southern California Edison, a CCA is feasible in Montebello, as reflected in the chart below:



While sufficient revenues are anticipated to be generated for all years through 2030, in the early years the margin is a bit tight. It is recommended that in those early years the focus be on building reserves and financial stability for the program. After the first five years of operations it is anticipated funding may be available for the City Council to consider programs and possible rate discounts for customers. As mentioned above, a strategic approach to first establishing fiscal stability followed by targeted programs is the recommended action.

However, besides programming and rate discounts (when compared to SCE rates), goals such as procurement of 100% renewal energy are immediately achievable. Since the Montebello CCA is in charge of procuring power, it is possible for the City to take the lead and procure energy that is cleaner than what SCE procures. A focus on solar, wind, geothermal and other non-greenhouse gas generated electricity could place Montebello in the forefront of being green. Moreover, Montebello can set the course by utilizing 100% renewal energy for all City operations. That is, any City facility or fixture powered by electricity could be utilizing 100% renewable energy.

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Implementation Plan and Statement of Intent

One of the required steps for establishing a CCA program is to approve an Implementation Plan and Statement of Intent. There are very clear requirements established by the California Public Utilities Commission (CPUC) on what is to be included in the Implementation Plan (Plan). These plans are meant to lay out the general operating principles and goals for the CCA. Once adopted, the Plan is submitted to the CPUC for certification. This CPUC has 90 days with which to review and certify the Plan.

The attached Plan (Attachment 2) has been developed to meet all regulatory requirements while still providing flexibility to Montebello to develop a program that meets the needs of its community. The adoption does not commit Montebello to operating a CCA. It opens the window of opportunity for Montebello to launch a CCA in 2022 at the earliest. After adoption of the Ordinance (Attachment 1) and implementation plan, further evaluation and due diligence through April 2021 will be conducted in order to determine that conditions continue to be favorable and the City Council continues to support implementation of a CCA. The final decision point for moving forward (go/no go point) is April 2021 when the City Council will provide authorization to implement the program.

Next Steps

Assuming approval by the City Council once the Implementation Plan is filed with the CPUC (no later than December 31, 2020), Montebello will need to complete additional steps by March 31, 2021 as part of the CCA registration process. These steps include: submitting a draft customer notice to the CPUC for review, satisfying a Financial Security Requirement (\$150,000), executing a service agreement with SCE and filing an initial renewable portfolio standards procurement plan. CalChoice will work with Montebello staff in completing these tasks.

FISCAL IMPACT

The initial pro forma completed as part of the Study indicated a CCA would be financially feasible, providing sufficient revenue to meet expected power demands and related operational costs immediately upon launch (March, 2021). There are initial implementation costs that would accrue beginning in the current fiscal year (2020-21) which would be fronted by the City utilizing a combination of General Fund and Transit Fund reserves.

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The table below provides an overview of estimated start-up costs for implementing the CCA program, followed by a description of each of these cost categories.

Start-Up Cost Category	Cost (\$)
Implementation Costs	\$291,458
Pre-Launch Resource Adequacy	\$159,135
CCA Financial Security Requirement	\$150,000
Lockbox Reserve	\$300,000
TOTAL	\$900,593

- **Implementation Costs:** estimated expenses related to additional legal review of CCA documents, resolutions and ordinances, initial marketing by the City to inform the community about the CCA, third-party consultant charges (i.e., CalChoice), and other related administrative costs.
- **Pre-Launch Resource Adequacy:** due to regulatory changes at the State level, new CCAs are required to purchase twelve months of power in advance of launching, even if the CCA would not be operating for a full twelve months in a calendar year. For example, the current timeline indicates Montebello's CCA would "go live" in March 2022. However, the State requires power to be purchased for the months of January and February. The \$159,135 amount is the estimated cost of these two months of power.
- **CCA Financial Security Requirement:** this is a deposit that must be placed with CPUC.
- **Lockbox Reserve:** as added security to the City's General Fund, an initial "over-funding" for power purchases is deposited with the financial institution utilized to process payments for power purchases. This reserve amount exists in the unlikely event that revenue from rate payers is not sufficient in a given month to pay for the power purchase. CalChoice has yet to see this occur in any of its member agencies, but the reserve is required and serves as a firewall to the City's General Fund.

The \$900,000 in total start-up costs is an estimate, and updated forecasts will be done as the "go live" date approaches. The CCA Financial Security and Lockbox Reserve are known amounts, while there will be changes to the Resource Adequacy and

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Implementation Cost categories. Staff is confident that a short-term loan from the City's General Fund and Transit Fund for the estimated start-up costs will be sufficient to meet these resource needs.

Based on financial performance of the CCA, the loans could be paid back within five years – with interest – to each of the funds. Finance Department Staff will work on the details and formal inter-fund loan documents will be presented for City Council review and approval when necessary.

The CCA would operate as an Enterprise Fund, and would be recorded as such in the City's budget and financial statements. Staff will create the necessary fund and related accounts to accurately track all CCA related expenses. Staff anticipates including an initial appropriation to pay the CCA Financial Security Requirements when the second quarter budget update is presented in early 2021.

SUMMARY

That the City Council adopt an ordinance establishing the Montebello CCA program and approve the Implementation Plan and Statement of Intent.

ATTACHMENTS

1. Ordinance Establishing Community Choice Aggregation Program
2. Montebello Community Choice Aggregation Implementation Plan

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ESTABLISHING A COMMUNITY CHOICE
AGGREGATION PROGRAM AND APPROVING AN IMPLEMENTATION
PLAN AND STATEMENT OF INTENT**

WHEREAS, the City of Montebello ("City") is pursuing alternative energy solutions in hopes of bettering the current and future environmental and economic conditions of its community and region; and

WHEREAS, Assembly Bill 117 and California Public Utilities Code Sections 218.3, 331.1, 366.2, 381.1, 394 and 394.25, allow the City of Montebello to establish a Community Choice Aggregation Program; and

WHEREAS, an initial technical study concluded that a Community Choice Aggregation Program would serve the City and provide benefits to include the use of renewable energy at or above the required Renewable Portfolio Standard level while providing economic benefits to the City; and

WHEREAS, the City Council of the City of Montebello has determined that it is in the public interest and welfare to establish a Community Choice Aggregation Program.

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

SECTION 1. The City of Montebello has been actively investigating options to procure and provide electric power to citizens with the intent of achieving greater local involvement over the provision of electric services and promoting competitively priced renewable energy.

SECTION 2. On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; herein after referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through and by local City government.

SECTION 4. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans", which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

SECTION 5. Representatives from the City have developed an Implementation Plan (attached hereto as Exhibit A) that describes the formation of the Montebello Community Choice Aggregation program to be implemented by the City.

SECTION 6. As described in the Implementation Plan, Community Choice Aggregation by and through the City appears to provide a reasonable opportunity to accomplish all of the following:

- a) To provide greater levels of local involvement in and collaboration on energy decisions.
- b) To increase the amount of locally supplied renewable energy available to Montebello residents.
- c) To provide initial price stability, long-term electricity cost savings and other benefits for the community.

SECTION 7. The Act requires Community Choice Aggregation program participants to adopt an ordinance ("CCA Ordinance") electing to implement a Community Choice Aggregation program within the jurisdiction of the local government agency.

SECTION 8. Based upon all of the above, the City Council hereby approves the City proceeding with the implementation of the Montebello Community Choice Aggregation program within the City's jurisdiction, as described in the Implementation Plan in the form attached hereto as Exhibit A.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 10. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 11. The City Clerk shall certify to the passage and adoption of this Ordinance and it shall take effect thirty (30) days after its passage.

APPROVED AND ADOPTED this _____ day of _____, 2020
by members of the City Council of the City of Montebello, voting as follows:

ATTEST:

_____, Mayor

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

EXHIBIT “A”
IMPLEMENTATION PLAN & STATEMENT OF INTENT
MONTEBELLO COMMUNITY CHOICE AGGREGATION
PROGRAM



City of Montebello

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN AND STATEMENT OF INTENT

December 2020

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CHAPTER 1 – Introduction

The City of Montebello (“City” or “Montebello”), located within Los Angeles County, is pursuing the implementation of a community choice aggregation program (“CCA”), which has been named Montebello CCA. Montebello CCA is structured to offer service to all customers within the City’s geographic boundaries.

This Implementation Plan describes the City’s plans to implement a voluntary CCA program, Montebello CCA, which would serve electric customers within the jurisdictional boundaries of Montebello currently taking bundled electric service from SCE. The Montebello CCA Program will provide electricity customers the opportunity to jointly procure electricity from competitive suppliers with such electricity being delivered over SCE’s transmission and distribution system. The targeted start date for Montebello’s CCA Program is March 2022, and the City intends to enroll all eligible customers during that month. All current SCE customers within the City’s service area will receive information describing the Montebello CCA Program and will have multiple opportunities to opt out, choosing to remain full requirement (“bundled”) customers of SCE. To the extent the City receives opt out elections from certain customers, such accounts will not be enrolled. Thus, participation in the Montebello CCA Program is completely voluntary; however, customers, as provided by law, will be automatically enrolled according to the anticipated schedule further described in Chapter 5 (unless they affirmatively elect to opt-out).

Implementation of Montebello CCA will enable customers within Montebello’s service area to take advantage of the opportunities provided by Assembly Bill 117 (“AB 117”), the Community Choice Aggregation Law. Montebello’s primary objectives in implementing this Program are to provide local control with regard to chosen energy sources, rate setting processes and program offerings; to spur local economic development; to offer rate savings, if/when feasible, for electric generation services; and to sustain long-term rate stability for residents and businesses participating in the Program. The prospective benefits to consumers include increased renewable energy product options, stable and competitive electric rates, and the opportunity for public participation in resource planning decision making processes (which will determine the composition of generating technologies that will be utilized to meet local electricity needs).

To ensure successful operation of the program, the City will solicit energy suppliers and marketers through a competitive process and will negotiate with one or more qualified suppliers throughout late 2021. The selected respondent(s) will support successful Program operation and will provide necessary energy products and services required by Program customers. Final selection of Montebello CCA’s initial energy supplier(s) will be made by the City following administration of the aforementioned solicitation process and related contract negotiations. Information regarding the anticipated solicitation process for Montebello CCA’s initial energy services provider(s) is contained in Chapter 10.

Montebello CCA Implementation Plan

The California Public Utilities Code provides relevant legal authority for the City to become a Community Choice Aggregator and invests the California Public Utilities Commission (“CPUC” or “Commission”) with the responsibility for establishing the cost recovery mechanism that must be in place before customers can begin receiving electrical service through the Montebello CCA Program. The CPUC also has responsibility for registering the City as a Community Choice Aggregator and ensuring compliance with basic consumer protection rules. The Public Utilities Code requires that an Implementation Plan be adopted at a duly noticed public hearing and that it be filed with the Commission in order for the Commission to determine the cost recovery mechanism to be paid by customers of the Program in order to prevent shifting of costs to remaining bundled customers of the incumbent utility.

On December 16, 2020, the City, at a duly noticed public meeting, adopted this Implementation Plan, through Ordinance No. 2020-### (a copy of which is included as part of Appendix A).

The Commission has established the methodology that will be used to determine the cost recovery mechanism, and SCE has approved tariffs for imposition of the cost recovery mechanism. With this milestone having been accomplished, the City submits this Implementation Plan to the CPUC. Following the CPUC’s certification of its receipt of this Implementation Plan and resolution of any outstanding issues, the City will take the final steps needed to register as a CCA prior to initiating the customer notification and enrollment process.

Statement of Intent

The content of this Implementation Plan complies with the statutory requirements of AB 117. As required by Public Utilities Code Section 366.2(c)(3), this Implementation Plan details the process and consequences of aggregation and provides the City’s statement of intent for implementing a CCA program that includes all of the following:

- Universal access;
- Reliability;
- Equitable treatment of all customer classes; and
- Any requirements established by state law or by the CPUC concerning aggregated service.

Organization of this Implementation Plan

The remainder of this Implementation Plan is organized as follows:

- Chapter 2: Aggregation Process
- Chapter 3: Organizational Structure
- Chapter 4: Startup Plan & Funding
- Chapter 5: Program Phase-In
- Chapter 6: Load Forecast & Resource Plan
- Chapter 7: Financial Plan
- Chapter 8: Rate setting

Montebello CCA Implementation Plan

Chapter 9: Customer Rights and Responsibilities

Chapter 10: Procurement Process

Chapter 11: Contingency Plan for Program Termination

Appendix A: City of Montebello Resolution No. 2020-106 (Adopting Implementation Plan)

The requirements of AB 117 are cross-referenced to Chapters of this Implementation Plan in the following table.

AB 117 Cross References

AB 117 REQUIREMENT	IMPLEMENTATION PLAN CHAPTER
Statement of Intent	Chapter 1: Introduction
Process and consequences of aggregation	Chapter 2: Aggregation Process
Organizational structure of the program, its operations and funding	Chapter 3: Organizational Structure Chapter 4: Startup Plan & Funding Chapter 7: Financial Plan
Disclosure and due process in setting rates and allocating costs among participants	Chapter 8: Rate setting
Rate setting and other costs to participants	Chapter 8: Rate setting Chapter 9: Customer Rights and Responsibilities
Participant rights and responsibilities	Chapter 9: Customer Rights and Responsibilities
Methods for entering and terminating agreements with other entities	Chapter 10: Procurement Process
Description of third parties that will be supplying electricity under the program, including information about financial, technical and operational capabilities	Chapter 10: Procurement Process
Termination of the program	Chapter 11: Contingency Plan for Program Termination

CHAPTER 2 – Aggregation Process

Introduction

This chapter describes the background leading to the development of this Implementation Plan and describes the process and consequences of aggregation, consistent with the requirements of AB 117.

In mid-2020 Montebello engaged the assistance of the California Choice Energy Authority (“CalChoice”) to evaluate the feasibility of Montebello operating a standalone CCA program. The initial study revealed that a CCA program was expected to be financially viable, offering prospective customers electric generation rates that were projected to be competitive with similar rates offered by the incumbent utility, SCE, while also covering anticipated revenue requirements of the program. By partnering with CalChoice on key operational responsibilities, including resource planning and procurement, regulatory compliance and monitoring, as well as data management, administration of Montebello’s CCA program was also deemed operationally feasible.

The City is creating Montebello CCA with the following objectives: 1) gain local control of the City’s energy procurement needs, rate setting and related decisions; 2) incentivize economic development within Montebello; 3) provide cost-competitive electric services.

The Montebello CCA Program represents a culmination of planning efforts that are responsive to the expressed needs and priorities of the citizenry and business community within Montebello. The City plans to expand the energy choices available to eligible customers through creation of innovative new programs and tariffs supporting the voluntary purchases of renewable energy as well as net energy metering to promote customer-owned renewable generation.

Process of Aggregation

Before a customer is enrolled in the Program, each will receive two written notices in the mail, from the City, that will provide information needed to understand the Program’s terms and conditions of service as well as an explanation of how customers can opt-out of the Program, if desired. All customers that do not follow the opt-out process specified in such notices will be automatically enrolled, and service will begin at their next regularly scheduled meter read date following the date of automatic enrollment, subject to the service enrollment plan later described in Chapter 5. The initial enrollment notices will be provided to customers in January 2022, with a second notice provided in February 2022; enrollment of customer accounts will subsequently occur in March 2022.

Customers enrolled in the Montebello CCA Program will continue to receive electric meter reading and billing services from the distribution utility (SCE). Each electric bill for Program customers will show separate charges for generation procured by the City, charges related to

electricity delivery services provided by SCE and any other applicable utility charges assessed by SCE.

After service cutover, customers will have approximately 60 days (two billing cycles) to opt-out of the Montebello CCA Program and return to the distribution utility (SCE) without penalty. Montebello CCA customers will be advised of these opportunities via the distribution of two additional enrollment notices provided within the first two months of service. Customers that opt-out between the initial cutover date and the close of the post enrollment opt-out period will be responsible for program charges for the time they were served by Montebello CCA but will not otherwise be subject to any penalty for leaving the program. Customers that have not opted-out within the 60-day post enrollment period will be deemed to have elected to become a participant in the Montebello CCA Program and to have agreed to the Montebello CCA Program's terms and conditions, including those pertaining to requests for termination of service, as further described in Chapter 8.

Consequences of Aggregation

Rate Impacts

Montebello CCA Customers will pay the generation charges set by the City and no longer pay costs associated with future SCE generation procurement. Customers enrolled in the Program will be subject to the Program's terms and conditions, including responsibility for payment of all Program charges as described in Chapter 9.

The City's rate setting policies described in Chapter 7 establish a goal of providing rates that are competitive with the projected generation rates offered by the incumbent distribution utility (SCE). The City will establish rates sufficient to recover all costs related to operation of the Program, and such rates will be adopted by the Montebello City Council.

Initial Montebello CCA Program rates will be established following approval of the City's inaugural program budget, reflecting final costs from the Montebello CCA Program's energy supplier(s) and other cost projections. The City's rate policies and procedures are detailed in Chapter 7. Information regarding final Montebello CCA Program rates will be disclosed along with other terms and conditions of service in the pre-enrollment and post-enrollment notices sent to potential customers.

Once Montebello gives definitive notice to SCE that it will commence service, Montebello CCA customers will generally not be responsible for costs associated with SCE's future electricity procurement contracts or, if applicable, power plant investments. Certain pre-existing generation costs and new generation costs that are deemed to provide system-wide benefits will continue to be charged by SCE to CCA customers through separate rate components, called the Cost Responsibility Surcharge. These charges are shown in SCE's electric service tariffs, which

can be accessed from the utility's website; such costs are included in charges paid by both CCA and Direct Access customers.¹

Renewable Energy Impacts

A second consequence of the Program will be a potential increase in the proportion of energy generated and supplied by renewable resources. The resource plan includes procurement of renewable energy sufficient to meet California's prevailing renewable energy procurement mandate for all enrolled customers. Montebello CCA customers may also voluntarily participate in a renewable supply option that reflects renewable energy content in excess of California's minimum Renewables Portfolio Standard (RPS), potentially up to 100% renewable energy. To the extent that customers choose Montebello CCA's voluntary renewable energy option, the renewable content of Montebello CCA's aggregate supply portfolio will further increase. Initially, requisite renewable energy supply will be sourced through one or more power purchase agreements, including long-term renewable energy supply commitments that will be necessary to fulfill pertinent contracting requirements reflected in California's RPS program – Montebello is aware that, beginning on January 1, 2021, 65% of all mandated renewable energy purchases must be sourced through contractual commitments of ten years or more; Montebello will accordingly administer future renewable energy solicitations to ensure that the required proportion of mandated renewable energy purchases are sourced from conforming supply arrangements. Over time, however, the City may consider independent development of new renewable generation resources, and the City understands that such ownership arrangements, if pursued, would also contribute to its fulfillment of pertinent long-term renewable contracting obligations incorporated within California's RPS program.

Energy Efficiency Impacts

Through operation of the Program, there may also be an increase in energy efficiency program investments and activities, should the City decide to pursue administration of such programs. The existing energy efficiency programs administered by the distribution utility are not expected to change as a result of CCA Program implementation. Montebello CCA customers will continue to pay the public benefits surcharges to the distribution utility, which will fund energy efficiency programs for all customers, regardless of generation supplier. The energy efficiency investments that may be undertaken by Montebello CCA, as described in Chapter 6, would follow Montebello's successful application for and administration of requisite program funding (from the CPUC) to independently administer energy efficiency programs within its jurisdiction. Such programs would be in addition to the level of investment that would continue in the absence of City-administered energy efficiency programs. Thus, the Montebello CCA Program has the potential for increased energy savings and a further reduction in emissions due to expanded energy efficiency programs, if Program governance determines to move forward with this process.

¹ For SCE CCA customers, the Power Charge Indifference Adjustment element of the Cost Responsibility Surcharge is contained within the CCA-CRS rate tariff.

CHAPTER 3 – Organizational Structure

This section provides an overview of the organizational structure of the City and its proposed implementation of the CCA program. Specifically, the key agreements, governance, management, and organizational functions of the City are outlined and discussed below.

Organizational Overview

The Montebello City Council is responsible for establishing Montebello CCA Program policies and objectives as well as overseeing Montebello CCA's operation. The Montebello City Manager will serve as Montebello CCA's Executive Director, managing the operation of Montebello CCA in accordance with policies adopted by the City Council.

Governance

The Montebello CCA Program will be governed by the Montebello City Council. Montebello CCA is the CCA entity that will register with the CPUC, and it is responsible for implementing and managing the program pursuant to the City Council's direction. The City Council is comprised of five councilmembers, one of whom, the Mayor, serves as the presiding officer at all meetings. The Montebello CCA Program will be operated under the direction of an Executive Director (City Manager) appointed by the City Council.

The City Council's primary duties are to establish program policies, approve rates and provide policy direction to the Executive Director, who has general responsibility for program operations, consistent with the policies established by the City Council. The City may form various standing and ad hoc committees, as appropriate, which would have responsibility for evaluating various issues that may affect the City and its customers, including rate-related and power contracting issues, and would provide analytical support and recommendations to the City Council in these regards.

Management

The Montebello CCA's Executive Director has management responsibilities over the functional areas of Administration & Finance, Marketing & Public Affairs, Power Resources & Energy Programs, and Government Affairs. In managing these functional areas, the Executive Director may utilize a combination of internal staff, partnerships with other CCA agencies, and/or contractors. In particular, the Montebello CCA anticipates that services provided through its membership with CalChoice will comprise a significant component of necessary operational and administrative support during early stage and ongoing program operation. Certain specialized functions needed for program operations, namely the electric supply and customer account management functions described below, will also be provided through a service arrangement with CalChoice or, if necessary, by other experienced third-party contractors.

Major functions of Montebello CCA that will be managed by the Executive Director are summarized below.

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Administration

Montebello CCA's Executive Director will be responsible for managing the organization's human resources and administrative functions and will coordinate with the City Council, as necessary, with regard to these functions. The functional area of administration will include oversight of employee hiring and termination, compensation and benefits management, identification and procurement of requisite office space and various other issues.

Finance

The Executive Director is also responsible for managing the financial affairs of Montebello CCA, including the development of an annual budget, revenue requirement and rates; managing and maintaining cash flow requirements; arranging potential bridge loans as necessary; and other financial tools.

Revenues via rates and other funding sources (such as a rate stabilization fund, when necessary) must, at a minimum, meet the annual budgetary revenue requirement, including recovery of all expenses and any reserves or coverage requirements set forth in bond covenants or other agreements. The City will have the flexibility to consider rate adjustments within certain ranges, administer a standardized set of electric rates, and may offer optional rates to encourage policy goals such as economic development or low-income subsidy programs, provided that the overall revenue requirement is achieved.

Montebello CCA may also offer customized pricing options such as dynamic pricing or contract-based pricing for energy intensive customers to help these customers gain greater control over their energy costs. This would provide such customers – mostly larger energy users within the commercial sector – with greater rate-related flexibility than is currently available.

In conjunction with the City's finance department, Montebello CCA's finance function will be responsible for arranging any financing that may be necessary to support requisite capital projects, preparing periodic financial reports, and ensuring sufficient cash flow for successful operation of the Montebello CCA Program. The finance function will play an important role in risk management by monitoring the credit of energy suppliers so that credit risk is properly understood and mitigated. In the event that changes in a supplier's financial condition and/or credit rating are identified, the City will be able to take appropriate action, as provided for in future electric supply agreement(s).

Marketing & Public Affairs

The marketing and public affairs functions include general program marketing and communications as well as direct customer interface ranging from management of key account relationships to call center and billing operations. The City will conduct program marketing to raise consumer awareness of the Montebello CCA Program and to establish the Montebello CCA "brand" in the minds of the public, with the goal of retaining and attracting as many

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customers as possible in the Montebello CCA Program. Communications will also be directed at key policymakers at the state and local level, community business and opinion leaders, as well as the media.

In addition to general program communications and marketing, a significant focus on customer service, particularly representation for key accounts, will enhance the City's ability to differentiate itself as a highly customer-focused organization that is responsive to Montebello's unique needs and preferences. The City will also establish a customer call center designed to field inquiries and routine interactions with current and prospective customers.

The customer service function also encompasses management of customer data. Customer data management services include retail settlements/billing-related activities and management of a customer database. This function will also process customer service requests and will administer customer enrollments and departures from the Montebello CCA Program, maintaining a current database of enrolled customers over time. This function will coordinate the issuance of monthly bills through the distribution utility's billing process and will also track related customer payments. Activities include the electronic exchange of usage, billing, and payments data with the distribution utility and the City, tracking of customer payments and accounts receivable, issuance of late payment and/or service termination notices (which would return affected customers to bundled service), and administration of customer deposits in accordance with credit policies of the City.

The customer data management services function also manages billing-related communications with customers, customer call centers, and routine customer notices. The City will contract with a third party, who has demonstrated the necessary experience and administers an appropriate customer information system to perform the customer account and billing services functions.

Power Resources & Energy Programs

Montebello must plan on meeting the electricity needs of its customers utilizing resources consistent with its policy goals and objectives as well as applicable legislative and/or regulatory mandates. The City's long-term resource plans (addressing the 10- to 20-year planning horizon) will comply with California Law and other pertinent requirements of California regulatory bodies. In particular, the City is aware of compulsory Integrated Resource Planning requirements, as identified in Senate Bill 350 (de León, 2015), which require, among other concerns, that CCAs periodically submit integrated resource planning documents and related materials to the CPUC. The City intends to comply with this requirement similar to the manner in which other CCA organizations have complied and will rely on the experience gained by such organizations, including other CalChoice members, in completing pertinent data templates and documentation during future processes. As appropriate, integrated resource planning efforts of the City will make use of demand side energy efficiency, distributed generation and demand response programs as well as traditional supply options, which rely on structured wholesale transactions to meet customer energy requirements. Integrated resource plans will

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be updated and adopted by the City Council as required by state law and applicable regulations.

The City may also develop and administer complementary energy programs that may be offered to Montebello CCA customers, including green pricing, energy efficiency, net energy metering and various other programs that may be identified to support the overarching goals and objectives of the City.

Electric Supply Operations

Electric supply operations encompass the activities necessary for wholesale procurement of electricity to serve end use customers. These highly specialized activities include the following:

- *Electricity Procurement* – assemble a portfolio of electricity resources to supply the electric needs of Program customers.
- *Risk Management* – application of standard industry techniques to reduce exposure to the volatility of energy and credit markets and insulate customer rates from sudden changes in wholesale market prices.
- *Load Forecasting* – develop load forecasts to support long-term resource planning as well as short-term electricity purchases and sales needed to maintain balance between hourly resources and loads.
- *Scheduling Coordination* – scheduling and settling electric supply transactions with the California Independent System Operator (“CAISO”).

The City will initially contract with one or more experienced and financially stable third-party energy services providers to perform most of the electric supply operations for the Montebello CCA Program. These requirements include the procurement of energy, capacity and ancillary services, scheduling coordinator services, short-term load forecasting and day-ahead and real-time electricity trading.

Governmental Affairs & Legal Support

Montebello CCA will require ongoing regulatory and legislative representation to manage various regulatory compliance filings related to resource plans, resource adequacy, California’s RPS program, and overall representation on issues that will impact the City and Montebello CCA customers. Through its service arrangement with CalChoice and other independently administered efforts, the City will maintain an active role at the CPUC, the California Energy Commission (CEC), the CAISO, the California legislature and, as necessary, the Federal Energy Regulatory Commission.

The City intends to utilize legal services provided through its service arrangement with CalChoice but may also retain outside legal services, as necessary, to administer Montebello CCA, review contracts, and provide overall legal support related to Program activities.

CHAPTER 4 – Startup Plan & Funding

This Chapter presents the City's plans for the start-up period, including necessary expenses and capital outlays. As described in the previous Chapter, Montebello may utilize a mix of internal staff, partnerships with other CCA agencies, and contractors throughout its CCA Program implementation and ongoing operation.

Startup Activities

The initial program startup activities include the following:

- Hire staff and/or contractors to manage implementation
- Identify qualified suppliers (of requisite energy products and related services) and negotiate supplier contracts
 - Electric supplier and scheduling coordinator
 - Data management provider (if separate from energy supply)
- Define and execute communications plan
 - Customer research/information gathering
 - Media campaign
 - Key customer/stakeholder outreach
 - Informational materials and customer notices
 - Customer call center
- Post Financial Security Requirement and complete requisite registration requirements
- Pay utility service initiation, notification and switching fees
- Perform customer notification, opt-out and transfers
- Conduct load forecasting
- Establish rates
- Legal and regulatory support
- Financial management and reporting

Other costs related to starting up the Montebello CCA Program will be the responsibility of the Montebello CCA Program's contractors (and are assumed to be covered by any fees/charges imposed by such contractors). These may include capital requirements needed for collateral/credit support for electric supply expenses, customer information system costs, electronic data exchange system costs, call center costs, and billing administration/settlements systems costs.

Staffing and Contract Services

Personnel in the form of City staff, partnerships, or contractors will be added incrementally to match workloads involved in forming Montebello CCA, managing contracts, and initiating customer outreach/marketing during the pre-operation period. During the startup period, minimal personnel requirements may include an Executive Director, legal support, and other

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personnel needed to support regulatory, procurement, finance, legal, and communications activities.

For budgetary purposes, it is assumed that one full-time equivalent (staff or contracted professional services) supporting the previously noted activities would be engaged during the initial start-up period. This support may come from using existing city staff, or some combination of new staff, existing staff, partnerships or contractors. Following this period, additional staff and/or contractors may be retained, as needed, to support the rollout of additional value-added services (e.g., efficiency projects) and local generation projects and programs.

Capital Requirements

The Start-up of the CCA Program will require capital for three major functions: (1) technical consultant costs; (2) deposits; and (3) reserves. Based on the City's anticipated start-up activities and implementation schedule, a total need of \$900,593 has been identified to support the aforementioned functions. The finance plan in Chapter 7 provides additional detail regarding the City's expected capital requirements and general Program finances.

Operating revenues from sales of electricity will be remitted to the City approximately sixty days after initial customer enrollments occur and will continue thereafter during ongoing Program operations. This lag results from the distribution utility's standard meter reading cycle of 30 days, plus a 30-day payment/collection cycle. CalChoice endeavors to negotiate energy supply contracts with payment terms that closely align with expected CCA revenue collection timelines. This results in a reduction to the CCA's initial funding requirement as working capital needs are substantively reduced.

Financing Plan

The City's initial capital requirement will be provided via terms of a loan from eligible city sources, such as the City's General Fund. For all amounts borrowed, the City will make repayments (including any interest, as applicable) over an assumed 5-year term, commencing in 2023. Montebello will recover the principal and interest costs associated with the start-up funding via retail generation rates charged Montebello CCA customers. It is anticipated that start-up costs will be fully recovered through customer generation rates within the first five years of operations.

CHAPTER 5 – Program Phase-In

Montebello will roll out its service offering to all eligible customers, excluding non-residential Direct Access customers, in a single phase commencing March 2022.

Non-residential Direct Access customers will not be offered service during the mass enrollment phase. In the future, however, these customers may be offered service and could be enrolled following coordination with pertinent account representatives regarding potential impacts to Direct Access service arrangements.

The City may also evaluate other phase-in options based on then-current market conditions, statutory requirements and regulatory considerations as well as other factors potentially affecting the integration of additional customer accounts.

CHAPTER 6 - Load Forecast & Resource Plan

Introduction

This Chapter describes the planned mix of electric resources that will meet the energy demands of Montebello CCA customers using a diversified portfolio of electricity supplies. Several overarching policies govern the resource plan and ensuing resource procurement activities that will be conducted in accordance with the plan. Certain key policies are as follows:

- The City will manage a diverse resource portfolio to increase control over energy costs and maintain competitive and stable electric rates.
- The City will benefit the area's economy through investment in local infrastructure, projects and energy programs, subject to customer rate impacts.
- The City will comply with Resource Adequacy procurement requirements as established by CPUC Resolution E-4907 and subsequent directives that may be issued in this regard.
- The City will comply with applicable renewable energy procurement mandates reflected in California's RPS program, as increased under Senate Bill 100 ("SB 100"; de León, 2018).
- The City will periodically prepare and submit (for certification by the CPUC) an Integrated Resource Plan, as required by SB 350 and further described within implementing regulations, which shall demonstrate conformance with prescribed portfolio emissions limitations supporting California's broader greenhouse gas emission reduction goals.

The plan described in this section would accomplish the following:

- Procure energy through one or more contracts with experienced, financially stable energy suppliers in sufficient quantities to support the potential offering of multiple retail service options, which may include: 1) a default retail generation service option for customers of Montebello CCA, which would incorporate a minimum quantity of renewable energy sufficient to satisfy applicable procurement mandates specified in California's RPS program; and 2) a voluntary retail generation service option with increased levels of renewable and/or other carbon-free energy (relative to the aforementioned default service option), which would be made available to any Montebello CCA program participant in consideration of an assumed cost-based rate premium. With regard to the voluntary retail generation service option (with increased levels of renewable and/or carbon-free energy), the timing, supply portfolio composition, rate premium and other considerations related to such option will be determined at the discretion of Montebello CCA's Governing Board (the Montebello City Council) at a yet to be determined public meeting.
- To the extent the City is successful in applying for administration of public funding to support locally administered efficiency programs, it will attempt to reduce net electricity purchases within the region.

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- Encourage distributed renewable generation in the local area through the offering of a net energy metering tariff.
- Ensure compliance with California's Resource Adequacy program.

The City will comply with regulatory rules applicable to California load serving entities. The City will arrange for the scheduling of sufficient electric supplies to meet the demands of its customers. Montebello will adhere to capacity reserve requirements established by the CPUC and the CAISO, which are intended to promote system reliability by addressing uncertainty in load forecasts and potential supply disruptions caused by generator outages and/or transmission contingencies. These rules also ensure that physical generation capacity is in place to serve the City's customers, even if there were a need for the Montebello CCA Program to cease operations and return customers to SCE. In addition, the City will be responsible for ensuring that its resource mix contains sufficient production from renewable energy resources to comply with statewide RPS mandates (33 percent renewable energy by 2020, increasing to 60 percent by 2030, inclusive of applicable long-term renewable energy contracting requirements). The resource plan will meet or exceed all of the applicable regulatory requirements related to resource adequacy and the RPS.

Resource Plan Overview

To meet the aforementioned objectives and satisfy the applicable regulatory requirements pertaining to the City's status as a California load serving entity, Montebello's resource plan will include a diverse mix of power purchases, renewable energy, and potentially, new energy efficiency programs, demand response, and distributed generation. A diversified resource plan minimizes risk and volatility that can occur from over-reliance on a single resource type or fuel source, and thus increases the likelihood of rate stability. Planned power supply will be initially comprised of power purchases from third party electric suppliers and, in the longer-term, may include renewable generation assets owned and/or controlled by the City.

Once the Montebello CCA Program demonstrates it can operate successfully, Montebello may begin evaluating opportunities for investment in renewable generating assets, subject to then-current market conditions, statutory requirements and regulatory considerations. Any renewable generation owned by the City or controlled under long-term power purchase agreement with a proven public power developer, could provide a portion of Montebello's electricity requirements on a cost-of-service basis and would be instrumental in satisfying pertinent long-term contracting requirements reflected under California's RPS program. Depending upon market conditions and, importantly, the applicability of tax incentives for renewable energy development, electricity purchased under a cost-of-service arrangement could be more cost-effective than purchasing renewable energy from third party developers, which would allow the Montebello CCA Program to pass on cost savings to its customers through more competitive generation rates. Any investment decisions would be made following thorough environmental reviews and consultation with qualified financial and legal advisors.

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As an alternative to direct investment, Montebello may consider partnering with an experienced public power developer and could enter into a long-term (10- to 30-year) power purchase agreement that would support the development of new renewable generating capacity and fulfill some/all of Montebello CCA's RPS-based long-term contracting requirements. Such an arrangement could be structured to reduce the Montebello CCA Program's operational risk associated with capacity ownership while providing its customers with some or all renewable energy generated by the facility under contract.

Montebello's indicative resource plan for the years 2022 through 2031 is summarized in the following table. Note that Montebello CCA's projections reflect proportionate use of renewable energy that mirrors California's escalating RPS procurement mandate, plus a 2 percent renewable energy planning reserve, with all other supply procured from specified conventional resources or CAISO system power (also known as unspecified power).

City of Montebello Proposed Resource Plan (GWh) 2022 to 2031										
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Montebello Demand (GWh)										
Retail Demand	(215)	(264)	(265)	(267)	(268)	(269)	(271)	(272)	(273)	(275)
Losses and UFE	(11)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(15)
Total Demand	(227)	(278)	(279)	(281)	(282)	(284)	(285)	(286)	(288)	(289)
Montebello Supply (GWh)										
<u>Renewable Resources</u>										
Total Renewable Resources	87	114	122	129	137	145	153	161	169	170
<u>Conventional Resources</u>										
Total Conventional Resources	140	164	158	151	145	138	132	125	118	119
Total Supply	227	278	279	281	282	284	285	286	288	289
Energy Open Position (GWh)	-	-	-	-	-	-	-	-	-	-

Supply Requirements

The starting point for Montebello's resource plan is a projection of participating customers and associated electric consumption. Projected electric consumption is evaluated on an hourly basis and matched with resources best suited to serving aggregated hourly demands, also known as the program's "load profile". The electric sales forecast and load profile will be affected by Montebello's plan to introduce the Montebello CCA Program to customers over the course of two phases and the degree to which such customers choose to remain with SCE during the customer enrollment and opt-out period. The City's phase-in plan and assumptions regarding customer participation rates are further discussed below.

Customer Participation Rates

Customers will be automatically enrolled in the Montebello CCA Program unless they opt-out during the customer notification process conducted during the 60-day period prior to enrollment and continuing through the 60-day period following commencement of service. The City anticipates an overall customer participation rate reflecting 90 percent of eligible SCE

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bundled service customers – this projection is based on reported opt-out rates for the other operating CCA programs supported by CalChoice. It is assumed that customers taking direct access service from a competitive electricity provider will remain with their current supplier(s) (and will not participate in Montebello CCA's program).

The participation rate is not expected to vary significantly among customer classes. Montebello CCA believes this is a reasonable assumption because it will offer two distinct rate tariffs that will address the needs of cost-sensitive customers as well as those customers with a preference for increased renewable energy content (and reduced portfolio greenhouse gas emissions). The assumed participation rates will be refined as Montebello's public outreach and market research efforts continue to develop.

Customer Forecast

As customer enrollments commence during the month of March 2022, eligible accounts will be switched to Montebello CCA service on regularly scheduled meter read dates over an anticipated thirty-one-day period. Approximately 672 service accounts per day will be switched during the month of March 2022. Following the completion of Montebello CCA's anticipated enrollment, the expected number of service accounts is shown in the table below.

**City of Montebello
Enrolled Retail Service Accounts
Phase-In Period (End of Month)**

	<u>Mar-22</u>
Montebello Customers	
Residential	17,497
Commercial	3,116
Industrial	< 15
Street Lighting & Traffic	203
Agricultural & Pumping	20
Total	20,836

The City assumes that customer growth will generally offset customer attrition (opt-outs) over time, resulting in a relatively stable customer base (0.5% annual growth) over the noted planning horizon. The City believes that its assumptions regarding the offsetting effects of growth and attrition are reasonable in consideration of the historical customer growth within the City and the potential for continuing customer opt-outs following mandatory customer notification periods. The forecast of service accounts (customers) served by Montebello for each of the next ten years is shown in the following table:

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City of Montebello Retail Service Accounts (End of Year) 2022 to 2031

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Montebello Customers										
Residential	17,497	17,584	17,672	17,761	17,850	17,939	18,029	18,119	18,209	18,300
Commercial	3,116	3,132	3,147	3,163	3,179	3,195	3,211	3,227	3,243	3,259
Industrial	< 15	< 15	< 15	< 15	< 15	< 15	< 15	< 15	< 15	< 15
Street Lighting & Traffic	203	204	205	206	207	208	209	210	211	212
Agricultural & Pumping	20	20	20	20	20	20	20	20	20	20
Total	20,836	20,940	21,045	21,150	21,255	21,362	21,468	21,576	21,683	21,792

Sales Forecast

The City's forecasted electricity sales reflect the customer enrollment schedule described above. Annual energy requirements are shown below.

City of Montebello Energy Requirements (GWH) 2022 to 2031

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Montebello Energy Requirements (GWh)										
Retail Demand	215	264	265	267	268	269	271	272	273	275
Losses and UFE	11	14	14	14	14	14	14	14	14	15
Total Load Requirement	227	278	279	281	282	284	285	286	288	289

Capacity Requirements

The CPUC's resource adequacy standards applicable to the Montebello CCA Program require a demonstration one year in advance that the City has secured physical capacity for 90 percent of its projected peak loads for each of the following five months, May through September, plus a minimum 15 percent reserve margin. Additionally, the City must demonstrate that it has secured physical capacity for 100 percent of its local resource adequacy obligation across all months in the upcoming compliance year and the year thereafter and 50 percent across all months two years after the upcoming compliance year. However, due to the CPUC implementing the Central Procurement Entity ("CPE"), Montebello CCA will only be assigned a monthly 2022 local requirements (shown below), but nothing thereafter.

City of Montebello Local Capacity Requirements (MW) 2022

	2022
Montebello Peak (MW)	61
Local Capacity Requirement (% of Peak)	20%
Big Creek / Ventura Area Share of Local Capacity Requirement (%)	50%
LA Basin Area Share of Local Capacity Requirement (%)	50%
Montebello Local Capacity Requirement Big Creek / Ventura (MW)	6
Montebello Local Capacity Requirement LA Basin (MW)	6
Montebello Local Capacity Requirement, Total (MW)	12

On a month-ahead basis, Montebello must demonstrate capacity commitments sufficient to satisfy 100 percent of its anticipated peak load, plus a minimum 15 percent reserve margin. Per CPUC Resolution E-4907, the City must participate in the year-ahead resource adequacy compliance cycle in order to serve customers in the following calendar year. The City will follow the prescribed year-ahead resource adequacy compliance timeline outlined within Appendix A of Resolution E-4907; which includes:

- Submission of year-ahead load forecast to the CEC and CPUC in April 2021;
- Submission of updated year-ahead load forecast to the CEC and CPUC in August 2021;
- Submission of year-ahead compliance materials in October 2021; and
- Submission of month-ahead load migration forecast by December 2021.

The City is required to demonstrate that a specified portion of its capacity meets certain operational flexibility requirements under the CPUC and CAISO's flexible resource adequacy framework. Per the CPUC's resource adequacy standards, the City must demonstrate one year in advance that it has secured 90 percent of its flexible capacity obligation across all months; within the month-ahead compliance process, 100 percent of the City's flexible requirements must be secured.

The estimated forward resource adequacy requirements for 2022 through 2024 are shown in the following tables²:

² The figures shown in the table are estimates. Montebello's resource adequacy requirements will be subject to modification due to application of certain coincidence adjustments and resource allocations relating to utility demand response and energy efficiency programs, as well as generation capacity allocated through the Cost Allocation Mechanism. These adjustments are addressed through the CPUC's resource adequacy compliance process.

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City of Montebello
Forward Capacity and Reserve Requirements
(MW)
2022 to 2024

Month	2022	2023	2024
January	-	47	47
February	-	48	48
March	45	45	45
April	45	45	45
May	47	47	47
June	45	45	45
July	62	62	62
August	68	68	68
September	70	70	70
October	55	55	55
November	47	47	47
December	51	51	51

Montebello's plan ensures that sufficient reserves will be procured to meet its peak load at all times. Montebello CCA's projected annual capacity requirements are shown in the following table:

City of Montebello
Capacity Requirements
(MW)
2022 to 2031

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Demand (MW)										
Retail Demand	58	58	58	58	59	59	59	60	60	60
Losses and UFE	3	3	3	3	3	3	3	3	3	3
Total Net Peak Demand	61	61	61	62	62	62	62	63	63	63
 Reserve Requirement (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Capacity Reserve Requirement	9	9	9	9	9	9	9	9	9	10
Capacity Requirement Including Reserve	70	70	70	71	71	71	72	72	73	73

The City will coordinate with SCE and appropriate state agencies to manage the transition of responsibility for resource adequacy from SCE to Montebello during CCA program launch. For system resource adequacy requirements, the City will make month-ahead showings for each month that the City plans to serve load, and load migration issues would be addressed through the CPUC's approved procedures. Montebello will work with the CEC and CPUC prior to commencing service to customers to ensure it meets its system resource adequacy obligations through agreement(s) with its chosen supplier(s).

Renewables Portfolio Standards Energy Requirements

Basic RPS Requirements

As a CCA, the City will be required by law and ensuing CPUC regulations to procure a certain minimum percentage of its retail electricity sales from qualified renewable energy resources. SB 100, signed by former Governor Brown on September 10, 2018, increased California's RPS procurement target to 60 percent by 2030 amongst other clean-energy initiatives – the City's planned renewable energy purchases are reflective of applicable mandates, scaling such purchases over time (in consideration of forecasted retail sales and increasing RPS procurement percentages) to promote compliance with state law. The City is also aware of the increased long-term renewable energy contracting requirements under California's RPS program, which take effect on January 1, 2021 – under the increased long-term contracting requirements, retail sellers must secure 65 percent of all mandated renewable energy purchases from contracts of ten years or longer (or similar resource ownership arrangements). Much like other elements of this compliance program, the City understands that long-term renewable energy contracting obligations will be measured across multi-year compliance periods – in the case of Montebello CCA, the compliance period relating to its planned service commencement is Compliance Period 4, which spans the four-year period commencing January 1, 2021 and concluding December 31, 2024. Because Montebello CCA plans to commence retail service during the first half of this compliance period, it will need to ensure that sufficient long-term renewable energy contracts are secured prior to or shortly after its anticipated launch, so that the coordination of requisite long-term renewable energy deliveries generally coincide with projected retail sales during Compliance Period 4. Montebello CCA is further aware of the financial penalties that would apply in the event of any long-term renewable energy delivery shortfalls (or RPS compliance shortfalls, generally speaking) and intends to fully comply with such requirements as part of its overall planning and procurement efforts.

Montebello's Renewables Portfolio Standards Requirement

The City's RPS procurement requirements, as specified under California's RPS program, are shown in the table below.

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	City of Montebello RPS Requirements (GWH) 2022 to 2031									
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Retail Sales	215	264	265	267	268	269	271	272	273	275
Annual Procurement Target	83	108	116	124	132	140	148	156	164	165
% of Current Year Retail Sales*	38%	41%	44%	47%	49%	52%	55%	57%	60%	60%
Annual L/T Procurement Target	54	71	76	81	86	91	96	101	107	107
% of L/T Procurement Target	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%
Forecasted L/T Procurement	54	71	76	81	86	91	96	101	107	107
% of L/T Procurement Forecasted	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Surplus of L/T Procurement	-	-	-	-	-	-	-	-	-	-

Purchased Power

Power purchased from power marketers, public agencies, generators, and/or utilities will be a significant source of supply during the first several years of Montebello CCA Program operation. Montebello will initially contract to obtain all requisite electricity from one or more third party electric providers under one or more power supply agreements, and the supplier(s) will be responsible for procuring the City's specified resource mix, including the desired quantities of renewable energy, to provide a stable and cost-effective resource portfolio for the Montebello CCA Program.

Renewable Resources

The City will initially secure necessary renewable power supply from its third-party electric supplier(s) and one or more long-term renewable energy suppliers (which may include the City's primary third-party electric supplier(s)). Such renewable energy may be supplied from new and/or existing renewable generating facilities located within California or elsewhere in the Western Electricity Coordinating Council (Western United States, generally speaking). At this point in time, it is not possible to predict what projects might be proposed in response to future renewable energy solicitations administered by Montebello, unsolicited proposals or discussions with other agencies. Renewable projects located virtually anywhere in the Western U.S. could be utilized by the City, subject to CEC certification and any additional guidelines ultimately adopted by the City, to fulfill renewable energy open positions. The costs of transmission access and the risk of transmission congestion (inclusive of related costs) would need to be considered in the City's renewable energy bid evaluation processes, if the specified delivery point happens to be located outside of the City's load zone, as defined by the CAISO.

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Energy Efficiency

Montebello CCA's energy efficiency goals will reflect a commitment to increasing energy efficiency within the City, expanding beyond the savings achieved by SCE's programs. To promote the achievement of this goal, Montebello CCA plans to complete the CPUC application process for third party administration of energy efficiency programs and use of funds collected through the existing public benefits surcharges paid by Montebello CCA customers. To the extent that Montebello CCA is successful in this application process, receiving funding to administer additional energy efficiency programs within the region, it will seek to maximize end-use customer energy efficiency by facilitating customer participation in existing utility programs as well as by forming new programs that will displace Montebello CCA's need for traditional electric procurement activities. Additional details related to Montebello CCA's energy efficiency plan will be developed once Montebello CCA Program launch is underway.

With regard to Montebello CCA's anticipated energy efficiency savings, a reasonable baseline assumption for efficiency savings related to the demand-side portion of the Montebello CCA resource plan is steady growth towards 0.5 percent of Montebello CCA's projected energy sales by 2025. These savings would be in addition to the savings achieved by SCE administered programs.

CHAPTER 7 – Financial Plan

This Chapter examines the monthly cash flows expected during the startup and customer phase-in period of the Montebello CCA Program and identifies related financing requirements. It includes estimates of program startup costs, including necessary expenses and capital outlays. It also describes the requirements for working capital and long-term financing for the potential investment in renewable generation, consistent with the resource plan contained in Chapter 6.

Description of Cash Flow Analysis

The City's cash flow analysis estimates the level of capital that will be required during the startup and phase-in period. The analysis focuses on the Montebello CCA Program's monthly costs and revenues and specifically accounts for the phased enrollment of Montebello CCA Program customers described in Chapter 5.

Cost of CCA Program Operations

The first category of the cash flow analysis is the Cost of CCA Program Operations. To estimate the overall costs associated with CCA Program Operations, the following components were taken into consideration:

- Electricity Procurement;
- Ancillary Service Requirements;
- Exit Fees;
- Staffing and Professional Services;
- Data Management Costs;
- Administrative Overhead;
- Billing Costs;
- Scheduling Coordination;
- Grid Management and other CAISO Charges;
- CCA Bond and Security Deposit;
- Pre-Startup Cost Reimbursement; and
- Debt Service.

Revenues from CCA Program Operations

The cash flow analysis also provides estimates for revenues generated from CCA operations or from electricity sales to customers. In determining the level of revenues, the analysis assumes the customer phase-in schedule described herein and assumes that Montebello charges a standard, default electricity tariff similar to the generation rates of SCE for each customer class as well as an optional renewable energy tariff (with an elevated renewable energy content, which exceeds Montebello CCA's default retail option) at a premium reflective of incremental

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renewable power costs. More detail on Montebello CCA Program rates can be found in Chapter 8.

Cash Flow Analysis Results

The results of the cash flow analysis provide an estimate of the level of capital required for the City to move through the CCA startup and phase-in periods. This estimated level of capital is determined by examining the monthly cumulative net cash flows (revenues from CCA operations, minus costs associated with CCA operations) based on assumptions for payment of costs or other cash requirements (e.g., deposits) by Montebello, along with estimates related to the timing of customer payments. This identifies, on a monthly basis, what level of cash flow is available for purposes of projecting anticipated Program surpluses or deficits.

The cash flow analysis identifies funding requirements in recognition of the potential lag between revenues received and payments made during the phase-in period. The estimated financing requirements for the startup and phase-in period, including working capital needs associated with customer enrollments, was determined to be about \$900 thousand. Out of the \$900 thousand in capital requirements, \$600 thousand is related to the implementation/startup efforts (i.e., rate setting, power procurement and contract negotiations, marketing and communications, regulatory compliance, CPUC bond, SCE security deposit, etc.) required to serve customers by March 2022. The remaining \$300 thousand reflects the potential power provider reserve requirement and initial working capital needs at the time of program launch. Working capital requirements peak soon after enrollment of Montebello CCA customers in March 2022.

CCA Program Implementation Pro Forma

In addition to developing a cash flow analysis that estimates the level of working capital required to move Montebello through full CCA phase-in, a summary pro forma analysis that evaluates the financial performance of the CCA program during the phase-in period is shown below. The difference between the cash flow analysis and the CCA pro forma analysis is the anticipated lag associated with customer payment streams. All other items, such as costs associated with CCA Program operations and rates charged to customers remain the same. Cash provided by financing activities are not shown in the pro forma analysis, although payments for debt service are included as a cost item.

The results of the pro forma analysis are shown in the following tables. In particular, the summary of CCA program startup and phase-in addresses projected Montebello CCA Program operations for the period beginning January 2021³ through June 2030⁴. The City has also included a summary of Program reserves, which are expected to accrue over this same period.

³ The results of the pro forma analysis are broken out by Montebello's fiscal year, which spans July to June; therefore, the financial results for FYE 2021 are only inclusive of January through June 2021; all other fiscal years span a twelve-month operating period.

⁴ Costs projected for staffing & professional services and other administrative & general needs relate to the provision of services required to facilitate energy procurement, administration of energy efficiency and other local programs,

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City of Montebello Summary of CCA Program Startup and Phase-In (July 2021 through June 2030)

CATEGORY	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	TOTAL
I. REVENUES FROM OPERATIONS (\$)											
ELECTRIC SALES REVENUE	-	4,768,738	18,592,368	19,266,279	19,951,892	20,649,633	21,359,935	22,083,236	22,819,985	23,570,637	173,062,703
LESS UNCOLLECTIBLE ACCOUNTS	-	18,303	88,124	86,883	84,947	86,254	88,453	90,836	93,949	97,139	734,888
TOTAL REVENUES	-	4,750,435	18,504,244	19,179,395	19,866,945	20,563,380	21,271,482	21,992,400	22,726,036	23,473,498	172,327,816
II. COST OF OPERATIONS (\$)											
(A) OPERATIONS AND ADMINISTRATIVE (O&A)											
STAFFING & PROFESSIONAL SERVICES	224,571	240,942	424,545	437,282	450,400	463,912	477,830	492,164	506,929	506,708	4,225,284
MARKETING	18,000	128,556	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	466,680
DATA MANAGEMENT SERVICES	-	87,553	262,984	264,288	265,611	266,937	268,273	269,612	270,960	272,311	2,228,529
IOU FEES (INCLUDING BILLING)	-	13,988	42,009	42,195	42,384	42,574	42,765	42,956	43,149	43,342	355,361
OTHER ADMINISTRATIVE & GENERAL	12,000	24,360	25,091	25,844	26,619	27,417	28,240	29,087	29,960	30,859	259,476
SUBTOTAL O&A	254,571	495,399	790,629	806,689	823,207	840,179	857,625	875,553	893,983	897,495	7,535,331
(B) COST OF ENERGY	-	3,510,228	16,834,098	16,570,010	16,166,103	16,410,527	16,833,016	17,291,647	17,895,775	18,514,949	140,026,353
(C) OPERATING RESERVE	-	143,062	557,771	577,988	598,557	619,489	640,798	662,497	684,600	707,119	5,191,881
TOTAL COST AND OPERATING RESERVE	254,571	4,148,688	18,182,499	17,954,687	17,587,867	17,870,195	18,331,439	18,829,697	19,474,358	20,119,563	152,753,565
CCA PROGRAM SURPLUS/(DEFICIT)	(254,571)	601,747	321,746	1,224,708	2,279,079	2,693,184	2,940,042	3,162,703	3,251,678	3,353,935	19,574,250

City of Montebello Reserves Summary (July 2021 through June 2030)

CATEGORY	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	TOTAL
I. RESERVE ADDITIONS											
(A) OPERATING RESERVE CONTRIBUTION	-	143,062	557,771	577,988	598,557	619,489	640,798	662,497	684,600	707,119	5,191,881
(B) CASH FROM FINANCING	900,593	-	-	-	-	-	-	-	-	-	900,593
SUBTOTAL RESERVE ADDITIONS	900,593	143,062	557,771	577,988	598,557	619,489	640,798	662,497	684,600	707,119	6,092,474
II. RESERVE SUBTRACTIONS											
(A) TOTAL FINANCING REPAYMENT	-	-	84,110	172,048	177,281	182,673	188,229	96,251	-	-	900,593
(B) INTEREST PAYMENTS	-	-	12,985	22,142	16,909	11,516	5,960	844	-	-	70,356
SUBTOTAL RESERVE SUBTRACTIONS	-	-	97,095	194,190	194,190	194,190	194,190	97,095	-	-	970,949
III. RATE STABILIZATION RESERVE BALANCE	900,593	1,043,655	1,504,331	1,888,130	2,292,497	2,717,796	3,164,405	3,729,807	4,414,406	5,121,525	

The surpluses achieved during the phase-in period serve to build Montebello CCA's net financial position and credit profile and also provide operating reserves for the City in the event that operating costs (such as power purchase costs) exceed collected revenues for short periods of time.

Montebello CCA Financings

It is anticipated that a loan from the City will be necessary to support Montebello CCA Program implementation. Subsequent capital requirements will be self-funded from the City's accrued Montebello CCA generated financial reserves. The anticipated financing approach is described below.

generation development, customer service, marketing, accounting, finance, legal and regulatory activities necessary for program operation.

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CCA Program Start-up and Working Capital

As previously discussed, the anticipated start-up and working capital requirements for the Montebello CCA Program are \$900,593. This amount is dependent upon the electric load served by the City, actual energy prices, payment terms established with the third-party supplier, and program rates. This figure will be refined during the startup period, as these variables become more certain. Once the Montebello CCA Program is up and running, these costs would be recovered from customers through the Program's retail generation rates.

It is assumed that this financing will be primarily secured via one or more term loans from the City. Requisite financing would need to be arranged no later than the fourth quarter of 2021.

Renewable Resource Project Financing

Montebello may consider project financings for renewable resources, likely local wind, solar, and biomass projects. These financings would only occur after a sustained period of successful Montebello CCA Program operation and after appropriate project opportunities are identified and subjected to requisite environmental review.

In the event that such financing occurs, funds would include any short-term financing for the renewable resource project development costs and would likely extend over a 20- to 30-year term. The security for such bonds would be the revenue from electricity sales to Montebello CCA's retail customers.

CHAPTER 8 – Rate Setting, Program Terms and Conditions

Introduction

This Chapter describes the initial policies proposed for Montebello in setting retail rates for electric generation services. These include policies regarding rate design, rate objectives and the provision of due process in setting Program rates. Program rates are ultimately approved by the Montebello City Council. The City would retain authority to modify program-related rate policies from time to time.

Rate Policies

The City will establish rates sufficient to recover all costs related to operation of the Montebello CCA Program, including any reserves that may be required as a condition of financing and other discretionary reserve funds that may be approved by Montebello. As a general policy, rates will be uniform for all similarly situated customers enrolled in the Montebello CCA Program.

The primary objectives of the rate setting plan are to establish rates that achieve the following:

- Rate competitive tariff option (default service offering), including a proportionate quantity of renewable energy that meets or exceeds California’s prevailing renewable energy procurement mandate;
- Voluntary renewable energy supply option (renewable content greater than the Montebello CCA default retail service offering));
- Rate stability;
- Equity among customers in each tariff;
- Customer understanding; and
- Revenue sufficiency.

Each of these objectives is further described below.

Rate Competitiveness

Montebello CCA’s primary rate-related goal is to offer competitive rates for electric services provided to the CCA’s participating customers. For participants in the Montebello CCA standard Tariff, the initial rate-related target would be for Montebello CCA Program rates to fall one to five percent below similar generation rates offered by SCE, subject to actual energy product pricing and decisions of the City Council. For participants in the Montebello CCA Program’s voluntary renewable energy Tariff, the initial rate-related target would be to offer the lowest possible customer rates with an incremental monthly cost premium reflective of the actual cost of additional renewable energy supply required to serve such customers. Based on current estimates, the anticipated cost premium for the Montebello CCA Program’s voluntary

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renewable supply option would be one to ten percent relative to the default Montebello CCA tariff.

Competitive rates will be critical to attracting and retaining customers. In order for the City to be successful, the combination of price and value must be perceived as superior when compared to the bundled utility service alternative. As planned, the value provided by the Montebello CCA Program will include a community focus as well as local investment and control of energy-related procurement decisions.

As previously discussed, the Montebello CCA Program will increase renewable energy supply to program customers, relative to the incumbent utility, by offering two distinct rate tariffs. The default tariff for Montebello CCA Program customers will be the standard Tariff, which will increase renewable energy supply while maintaining generation rates that are generally comparable to SCE's. The initial renewable energy content provided under Montebello CCA's standard Tariff will minimally meet California's prevailing renewable energy procurement mandate. The City will also offer its customers a voluntary renewable energy Tariff, which will supply participating customers with renewable energy above the minimum RPS mandate and potentially up to 100 percent of total usage, at rates that reflect Montebello CCA's cost for procuring requisite incremental renewable energy supplies.

Participating qualified low- or fixed-income households, such as those currently enrolled in the California Alternate Rates for Energy ("CARE") program, will be automatically enrolled in the standard Tariff and will continue to receive related discounts on monthly electricity bills through SCE.

Rate Stability

The City will offer stable rates by hedging its supply costs over multiple time horizons and by including renewable energy supplies that exhibit stable costs. Rate stability considerations may prevent Montebello CCA Program rates from directly tracking similar rates offered by the incumbent utility, SCE, and may result in differences from the general rate-related targets initially established for the Montebello CCA Program. Montebello plans to offer the most competitive possible rates after accounting for all Program operating costs and specified financial reserves.

Equity among Customer Classes

Initial rates of the Montebello CCA Program will be set in consideration of a cost-of-service analysis as well as comparable generation rates that customers would otherwise pay to SCE. Rate differences amongst Montebello CCA customer classes will reflect rate differentials reflected in tariffs of the local distribution utility as well as the costs of providing such services to each class. Rate benefits may also vary amongst customers within the major customer classifications, depending upon the specific rate designs adopted by the City.

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Customer Understanding

The goal of customer understanding involves rate designs that are relatively straightforward, promoting customer understanding related to monthly bill calculations and general rate comparisons across service providers. This not only minimizes customer confusion and dissatisfaction but will also result in fewer billing inquiries to the Montebello CCA Program's customer call center. Customer understanding also requires rate structures that reflect rational rate design principles (i.e., there should not be differences in rates that are not justified by costs or by other policies, such as providing incentives for conservation).

Revenue Sufficiency

Montebello CCA Program rates must collect sufficient revenue from participating customers to fully fund the City's annual budget related to Montebello CCA operations. Rates will be set to collect the adopted budget based on a forecast of electric sales for the budget year. Rates will be adjusted as necessary to maintain the ability to fully recover all costs of the Montebello CCA Program, subject to the disclosure and due process policies described later in this chapter. To ensure rate stability, amounts available in the City's rate stabilization fund may be used from time to time to augment operating revenues.

Rate Design

The City will generally mirror rate structures offered by the incumbent utility, minimizing the possibility that customers will observe significantly different bill impacts following enrollment in the Montebello CCA Program (or following periodic rate adjustments of the Program).

Custom Pricing Options

The City may work to develop specially tailored rate and electric service products that meet the specific load characteristics or power market risk profiles of larger commercial and industrial customers. This will allow such customers to have access to a wider range of products than is currently available from the incumbent utility while potentially reducing the cost of generation services provided to such customers; these alternative pricing options may also provide large energy users with the opportunity to gain greater control over their respective energy costs. Some examples of potential custom pricing options include rates that are based on an observable market index (e.g., CAISO prices) or fixed priced contracts of various term lengths.

Net Energy Metering

As planned, customers with on-site generation eligible for net metering from SCE will be offered a net energy metering rate by the City. Net energy metering allows customers with certain on-site generating facilities to offset charges related to periodic energy consumption (with charges calculated in consideration of net energy consumption). The SCE net energy metering tariff ("Schedule NEM") requires CCAs to offer a parallel net energy metering tariff to ensure that NEM customers remain eligible for NEM service following enrollment in the CCA program. The objective of Montebello CCA's prospective NEM program is to address the generation component of participating customer energy bills, while the SCE NEM tariff would address any applicable utility charges related to energy delivery – the respective NEM tariffs of

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each organization would work together to support participating NEM customers. The City plans to compensate customers for any excess power produced by NEM generation systems in accordance with rate designs and other applicable program parameters adopted by the City.

Disclosure and Due Process in Setting Rates and Allocating Costs among Participants

Initial program rates will be adopted by Montebello following establishment of the first year's operating budget but prior to initiating the customer notification process. Subsequently, the City will prepare an annual budget and corresponding customer rates, which may vary from year to year. Following the commencement of service, any proposed rate adjustment will be made to the City Council with ample time for any affected customers to provide comments on proposed rate changes during public hearings.

After proposing a rate adjustment, the City will furnish affected customers with a notice of its intent to adjust rates, either by mailing such notices postage prepaid, by including such notices as an insert to monthly electricity bills, or by including a related message directly on each affected customer's monthly electricity bill (on the page addressing Montebello CCA charges). The notice will provide a summary of the proposed rate adjustment and will include a link to the Montebello CCA Program website where information will be posted regarding the amount of the proposed adjustment, a brief statement of the reasons for the adjustment, and the mailing address of the Montebello CCA Program to which any customer inquiries relative to the proposed adjustment, including a request by the customer to receive notice of the date, time, and place of any hearing(s) on the proposed adjustment, may be directed.

CHAPTER 9 – Customer Rights and Responsibilities

This chapter discusses customer rights, including the right to opt-out of the Montebello CCA Program and the right to privacy of customer usage information, as well as obligations customers undertake upon agreement to enroll in the CCA Program. All customers that do not opt out within 30 days of the fourth enrollment notice will have agreed to become full status program participants and must adhere to the obligations set forth below, as may be modified and expanded by the Montebello CCA City Council from time to time.

By adopting this Implementation Plan, the City will have approved the customer rights and responsibilities policies contained herein to be effective at Program initiation. The City retains authority to modify program policies from time to time at its discretion.

Customer Notices

At the initiation of the customer enrollment process, four notices will be provided to customers describing the Program, informing them of their opt-out rights to remain with utility bundled generation service, and containing a simple mechanism for exercising their opt-out rights. The first notice will be mailed to customers approximately sixty days prior to the date of automatic enrollment. A second notice will be sent approximately thirty days later. The City will likely use its own mailing service for requisite enrollment notices rather than including the notices in SCE's monthly bills. This is intended to increase the likelihood that customers will read the enrollment notices, which may otherwise be ignored if included as a bill insert. Customers may opt out by notifying the City using the Montebello CCA Program's designated telephone-based or internet opt-out processing service. Should customers choose to initiate an opt-out request by contacting SCE, they would be transferred to the Montebello CCA Program's call center to complete the opt-out request. Consistent with CPUC regulations, notices returned as undelivered mail would be treated as a failure to opt out, and the customer would be automatically enrolled.

Following automatic enrollment, at least two notices will be mailed to customers within the first two billing cycles (approximately sixty days) after Montebello CCA service commences. Opt-out requests made on or before the sixtieth day following start of Montebello CCA Program service will result in customer transfer to bundled utility service with no penalty. Such customers will be obligated to pay charges associated with the electric services provided by the City during the time the customer took service from the Montebello CCA Program but will otherwise not be subject to any penalty or transfer fee from Montebello CCA.

Customers who establish new electric service accounts within the Program's service area will be automatically enrolled in the Montebello CCA Program and will have sixty days from the start of service to opt out, if they so desire. Such customers will be provided with two enrollment notices within this sixty-day post enrollment period. Such customers will also receive a notice detailing the City's privacy policy regarding customer usage information. Montebello will have

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the authority to implement entry fees for customers that initially opt out of the Program, but later decide to participate. Entry fees, if deemed necessary, would aid in resource planning by providing additional control over the Montebello CCA Program's customer base.

Termination Fee

Customers that are automatically enrolled in the Montebello CCA Program can elect to transfer back to the incumbent utility without penalty within the first two months of service. After this free opt-out period, customers will be allowed to terminate their participation but may be subject to payment of a Termination Fee, which Montebello reserves the right to impose, if deemed necessary. Customers who relocate within the City's service territory would have Montebello CCA service continued at their new address. If a customer relocating to an address within the City's service territory elected to cancel CCA service (after completion of the noted free opt-out period), the Termination Fee could be applied. Program customers that move out of Montebello's service territory would not be subject to the Termination Fee. If deemed applicable by Montebello, SCE would collect the Termination Fee from returning customers as part of Montebello CCA's final bill to such customer.

For illustrative purposes, Montebello CCA's Termination Fee could vary by customer class as set forth in the table below. Any termination fees that may be imposed in the future would be subject to review and approval by the City Council with opportunity for public comment prior to any decision related thereto.

Montebello CCA Program: Illustrative Schedule of Fees for Service Termination*

Customer Class	Fee
Residential	\$5
Non-Residential	\$25

*Note that Montebello has yet to adopt a Schedule of Fees for Service Termination. The fees reflected in this table are representative of similar charges adopted by California's operating CCA programs.

If adopted, the Termination Fee would be clearly disclosed in the four enrollment notices sent to customers during the sixty-day period before automatic enrollment and following commencement of service. The fee could also be changed prospectively by Montebello subject to applicable customer noticing requirements.

Customers electing to terminate service after the initial notification period would be transferred to SCE on their next regularly scheduled meter read date if the termination notice is received a minimum of fifteen days prior to that date. Such customers would also be liable for the nominal reentry fees imposed by SCE and would be required to remain on bundled utility service for a period of one year, as described in the utility CCA tariffs.

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Customer Confidentiality

Montebello will establish policies covering confidentiality of customer data that are fully compliant with the required privacy protection rules for CCA customer energy usage information, as detailed within Decision 12-08-045. The City will maintain the confidentiality of individual customers' names, service addresses, billing addresses, telephone numbers, account numbers, and electricity consumption, except where reasonably necessary to conduct business of the Montebello CCA Program or to provide services to customers, including but not limited to where such disclosure is necessary to (a) comply with the law or regulations; (b) enable Montebello to provide service to its customers; (c) collect unpaid bills; (d) obtain and provide credit reporting information; or (e) resolve customer disputes or inquiries. The City will not disclose customer information for telemarketing, e-mail, or direct mail solicitation. Aggregate data may be released at Montebello's discretion.

Responsibility for Payment

Customers will be obligated to pay Montebello CCA Program charges for service provided through the date of transfer, including any applicable Termination Fees. Pursuant to current CPUC regulations, the City will not be able to direct that electricity service be shut off for failure to pay Montebello CCA bills. However, SCE has the right to shut off electricity to customers for failure to pay electricity bills, and SCE Electric Rule 23 mandates that partial payments are to be allocated pro rata between SCE and the CCA. In most circumstances, customers would be returned to utility service for failure to pay bills in full and customer deposits (if any) would be withheld in the case of unpaid bills. SCE would attempt to collect any outstanding balance from customers in accordance with Rule 23 and the related CCA Service Agreement. The proposed process is for two late payment notices to be provided to the customer within 30 days of the original bill due date. If payment is not received within 45 days from the original due date, service would be transferred to the utility on the next regular meter read date, unless alternative payment arrangements have been made. Consistent with the CCA tariffs, Rule 23, service cannot be discontinued to a residential customer for a disputed amount if that customer has filed a complaint with the CPUC, and that customer has paid the disputed amount into an escrow account.

Customer Deposits

Under certain circumstances, Montebello CCA customers may be required to post a deposit equal to the estimated charges for two months of CCA service prior to obtaining service from the Montebello CCA Program. A deposit would be required for an applicant who previously had been a customer of SCE or Montebello CCA and whose electric service has been discontinued by SCE or Montebello CCA during the last twelve months of that prior service arrangement as a result of bill nonpayment. Such customers may be required to reestablish credit by depositing the prescribed amount. Additionally, a customer who fails to pay bills before they become past due as defined in SCE Electric Rule 11 (Discontinuance and Restoration of Service), and who further fails to pay such bills within five days after presentation of a discontinuance of service notice for nonpayment of bills, may be required to pay said bills and reestablish credit by depositing the prescribed amount. This rule will apply regardless of

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whether or not service has been discontinued for such nonpayment⁵. Failure to post deposit as required would cause the account service transfer request to be rejected, and the account would remain with SCE.

⁵ A customer whose service is discontinued by Montebello is returned to SCE generation service.

CHAPTER 10 - Procurement Process

Introduction

This Chapter describes Montebello's initial procurement policies and the key third party service agreements by which the City will obtain operational services for the Montebello CCA Program. By adopting this Implementation Plan, the City will have approved the general procurement policies contained herein to be effective at Program initiation. Montebello retains authority to modify Program policies from time to time at its discretion.

Procurement Methods

Montebello will enter into agreements for a variety of services needed to support program development, operation and management. It is anticipated that the City will generally utilize Competitive Procurement methods for services but may also utilize Direct Procurement or Sole Source Procurement, depending on the nature of the services to be procured. Direct Procurement is the purchase of goods or services without competition when multiple sources of supply are available. Sole Source Procurement is generally to be performed only in the case of emergency or when a competitive process would be an idle act.

The City will utilize a competitive solicitation process to enter into agreements with entities providing electrical services for the program. Agreements with entities that provide professional legal or consulting services, and agreements pertaining to unique or time sensitive opportunities, may be entered into on a Direct Procurement or Sole Source basis at Montebello's discretion. Authority for terminating agreements will generally mirror the authority for entering into such agreements.

Key Contracts

Electric Supply Contract

Montebello will initiate service using supply contracts with one or more qualified providers to supply sufficient electric energy resources to meet Montebello CCA customer demand as well as applicable resource adequacy requirements, ancillary and other necessary services. It is anticipated a Request for Proposals ("RFP") for energy supply products and services including shaped conventional energy, renewable energy, resource adequacy capacity, and scheduling coordinator services will be issued in June 2021. The tentative RFP schedule and timeline is broken out below:

Release RFP	June 2021
Deadline for Question Submittal	July 2021
Proposals Due	August 2021
Notification of Short List	August 2021
Begin Contract Negotiations	September 2021

Montebello CCA Implementation Plan

Best and Final Pricing
Contract Approval and Execution

September 2021
October/November 2021

As indicated in the above RFP timeline, the City plans to receive proposals, including indicative pricing for all requested products and services, in August 2021. This would provide the City with a sufficient amount of time to evaluate the proposals, develop a short-list, negotiate contracts, and execute final agreements no later than the 4th quarter of 2021. This timeline also aligns with the 2022 year-ahead resource adequacy compliance filing deadline of October 31, 2021 with both the CAISO and CPUC.

The City may complete additional solicitations to supplement its energy supply and/or to replace contract volumes provided under the original contract. Montebello would begin such procurement sufficiently in advance of contract expiration so that the transition from the initial supply contract occurs smoothly, avoiding dependence on market conditions existing at any single point in time.

As part of the energy supply and services RFP released in June 2021, Montebello will solicit the services of a certified scheduling coordinator to schedule loads and resources to meet Montebello CCA customer demand. The City may designate the primary supplier to be responsible for day-to-day energy supply operations of the Montebello CCA Program and for managing the predominant supply risks for the term of the contract. The primary supplier may also contribute to meeting the Program's renewable energy supply goals. However, additional suppliers may be identified to supplement requisite energy supplier of the Montebello CCA program. Finally, the primary supplier may be responsible for ensuring Montebello's compliance with all applicable resource adequacy and regulatory requirements imposed by the CPUC or FERC.

Data Management Contract

A data manager will provide the retail customer services of billing and other customer account services (electronic data interchange or EDI with SCE, billing, remittance processing, and account management). Recognizing that some qualified wholesale energy suppliers do not typically conduct retail customer services whereas others (i.e., direct access providers) do, the data management contract may be separate from the electric supply contract. It is anticipated that a single contractor will be selected to perform all of the data management functions.⁶

The data manager is responsible for the following services:

- Data exchange with SCE;
- Technical testing;
- Customer information system;

⁶ The contractor providing data management may also be the same entity as the contractor supplying electricity for the program.

Montebello CCA Implementation Plan

- Customer call center;
- Billing administration/retail settlements;
- Settlement quality meter data reporting; and
- Reporting and audits of utility billing.

Utilizing a third party for account services eliminates a significant expense associated with implementing a customer information system. Such systems can impose significant information technology costs and take significant time to deploy. Separation of the data management contract from the energy supply contract provides the City with greater flexibility to change energy suppliers, if desired, without facing an expensive data migration issue.

If Montebello becomes a member of CalChoice, a hybrid JPA program, various components of Montebello CCA's operations, including data management and call center functions would be provided by CalChoice. Should Montebello CCA decide not to partner for these services, an RFP process, similar to the electric supply RFP described above, will be completed. The tentative RFP schedule and timeline is broken out below:

Release RFP	June 2021
Deadline for Question Submittal	July 2021
Proposals Due	September 2021
Notification of Short List	September 2021
Short List Interviews	September 2021
Begin Contract Negotiations	October 2021
Contract Approval and Execution	October 2021

The RFP timeline will allow the City to get a data manager under contract by October 2021. Even though Montebello CCA will not serve customers until March 2022, the data manager will need sufficient time to setup and integrate the various data systems with Montebello, SCE, and other third parties such as Montebello CCA's scheduling coordinator.

CHAPTER 11 – Contingency Plan for Program Termination

Introduction

This Chapter describes the process to be followed in the case of Montebello CCA Program termination. By adopting the original Implementation Plan, the City will have approved the general termination process contained herein to be effective at Program initiation. In the unexpected event that the City would terminate the Montebello CCA Program and return its customers to SCE service, the proposed process is designed to minimize the impacts on its customers and on SCE. The proposed termination plan follows the requirements set forth in SCE's tariff Rule 23 governing service to CCAs. The City retains authority to modify program policies from time to time at its discretion.

Termination by Montebello CCA

Montebello will offer services for the long term with no planned Program termination date. In the unanticipated event that the City decides to terminate the Program, the City Council would vote on Program termination.

After any applicable restrictions on such termination have been satisfied, notice would be provided to customers six months in advance that they will be transferred back to SCE. A second notice would be provided during the final sixty-days in advance of the transfer. The notice would describe the applicable distribution utility bundled service requirements for returning customers then in effect, such as any transitional or bundled portfolio service rules.

At least one-year advance notice would be provided to SCE and the CPUC before transferring customers, and the City would coordinate the customer transfer process to minimize impacts on customers and ensure no disruption in service. Once the customer notice period is complete, customers would be transferred *en masse* on the date of their regularly scheduled meter read date.

Montebello will post a bond or maintain funds held in reserve to pay for potential transaction fees charged to the Program for switching customers back to distribution utility service. Reserves would be maintained against the fees imposed for processing customer transfers (CCASRs). The Public Utilities Code requires demonstration of insurance or posting of a bond sufficient to cover reentry fees imposed on customers that are involuntarily returned to distribution utility service under certain circumstances. The cost of reentry fees are the responsibility of the energy services provider or the community choice aggregator, except in the case of a customer returned for default or because its contract has expired. The City will post financial security in the appropriate amount as part of its registration materials and will maintain the financial security in the required amount, as necessary.

CHAPTER 12 – Appendices

Appendix A: City of Montebello Ordinance No. 2020-### (Adopting Implementation Plan)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: Taylor Ranch Greenspace Project – Notice of Completion

DATE: December 16, 2020

RECOMMENDATION

It is recommended 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 and/or Deputy 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.

BACKGROUND

On December 18, 2019 City Council authorized the award of a contract to Green Giant Landscape, Inc. (the "Contractor") for the Taylor Ranch Greenspace Project. The scope of the Project included rehabilitation, enhancing the existing aesthetic conditions of Taylor Ranch Park and removing the temporary fencing to allow for the use of the area as a park. The Project's scope included a new Americans with Disabilities Act (ADA) compliant restroom facility, demolition and grading, concrete improvements such as sidewalk ramps and curbs, site lighting, fencing and gates, landscaping, irrigation, parking lot rehabilitation and recreational amenities such as picnic benches, trash cans and basketball courts.

TAYLOR RANCH GREENSPACE PROJECT – NOTICE OF COMPLETION

Page 2 of 2

FISCAL IMPACT

At the August 28, 2019 City Council meeting, the City Council approved the Fiscal Year 2019-20 Capital Improvement Project (CIP) Budget which allocated a total appropriation of \$2.1 million, including \$225,000 of Transit Funds, towards the Taylor Ranch Greenspace Project. Funding has been allocated for engineering, inspection, construction and construction management services.

The table below presents the original contract amount, two change orders, contingency and the retention amount remaining to be released to the Contractor. The total construction cost is \$1,416,406.

\$ 1,024,006.00	Construction Contract Cost
\$ 200,000.00	Change Order Number One
\$ 90,000.00	Change Order Number Two
<u>\$ 102,400.00</u>	<u>10% Contingency</u>
\$ 1,416,406	Total Project Budget
\$ 70,808.08	Retention Due

SUMMARY

Staff is recommending that City Council 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 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.

ATTACHMENT(S):

- A) Notice of Completion

Recording Requested By:
When Recorded Mail To:
Name
Street Address:
City and State:

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

(CA Civil Code Section 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

- The undersigned is an owner of an interest of estate in the hereinafter real property, the nature of which interest or estate is: _____ (e.g. fee, leasehold, joint tenancy, etc.)
- The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are: _____
- The name and address if the direct contractor for the work of improvement as a whole is: _____
- This notice is given (*check one*):
 - ☐ Completion of the work of improvement **as a whole**
 - ☐ Completion of a contract for a **particular portion** of the work of improvement (per CA Civ. Code S 8186)
- If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code section 8186), the name and address of the direct contractor under the contract is: _____
- The name and address of the construction lender, if any, is: _____
- On the ____ day of _____, 20____, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code Section 8186) a general description of the work provided: _____
- The real property herein referred to is situated in the City of _____, County of _____, State of California, and is described as follows: _____
- The street address of said property is: _____
- If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is: _____

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

By: _____
Signature of Owner or Owner's Authorized Agent

Print Name

VERIFICATION

I, state: I am the _____ ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at _____ (City), _____ (State)

Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

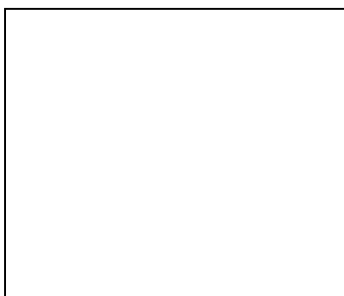
I, _____, declare that I served copies of the above **NOTICE OF COMPLETION**, (check appropriate box):

- ☐ a) By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____ (date), at _____ (time)
- ☐ b) By Registered or Certified Mail, Express Mail or Overnight by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).
- ☐ c) By leaving the notice and mailing a copy in the manner provided in section 415.2 of the California Code of Civil Procedure for service of Summons and Complaint in Civil Action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at _____ (City), _____ (State)

Signature of Person Making Service



STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ (date) before me, _____, Notary Public (name and title of officer) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his/her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

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: **Provide Direction and Proposed Changes to Chapter 2.44 of the City of Montebello Municipal Code Pertaining to Traffic and Safety Commission**

DATE: December 16, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Provide direction regarding Chapter 2.44 of the City of Montebello Municipal Code (MMC) relative to the existing Traffic and Safety Commission.

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. In addition, it was requested that clarification be made to confirm that each council member appoints their commissioners without full City Council approval.

At the City Council meeting of November 18, 2020, the Ordinance introduced at the October 28, 2020 Council Meeting was adopted as amended by the City Council at its introduction and discussion at that time. However, 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.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**PROVIDE DIRECTION AND PROPOSED CHANGES TO CHAPTER 2.44 OF THE
CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO TRAFFIC AND
SAFETY COMMISSION**

Page 2 of 3

At this time this report provides options or alternatives for City Council review and consideration. They are summarized as follows:

1. Make no changes to the existing provisions of Montebello Municipal Code Chapter 2.44, except to reduce the membership from seven (7) to five (5) members. (See Attachment A – Existing MMC sections regarding Traffic and Safety Commission.)
2. Adopt the proposed changes recommended by City staff presented at November 18, 2020 Council meeting. (See Attachment B – Proposed changes offered at previous City Council meeting.)
3. 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 or for approval by the City council and/or (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.
4. Provide alternative direction as the City Council deems appropriate.

In the event the City Council provides direction set forth in item 2, 3 or 4, the action provided will be viewed as the introduction of the Ordinance as crafted.

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.
- Consider whether the City Council should be informed of, review or approve the alternative appointees to the Committee.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**PROVIDE DIRECTION AND PROPOSED CHANGES TO CHAPTER 2.44 OF THE
CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO TRAFFIC AND
SAFETY COMMISSION**

Page 3 of 3

- Consider whether to supplement the Committee with the members of the public who would be available to participate during normal business hours.

Also provided for City Council review is the portion of the power point presentation relating to the Traffic and Safety Commission submitted to the City Council at the September 11, 2020 Special City Council meeting.

FISCAL IMPACTS

The proposed transformation from a Traffic and Safety Commission to a Traffic Committee is anticipated to have significant expenditure reduction and impacts to the City of Montebello in the form of staffing, legal and enforcement costs. It is anticipated that such adjustment could be as much as \$200,000 in savings.

SUMMARY:

That the City Council provide direction regarding the options identified above. Once direction is provided the attached draft ordinance will be considered as introduced and a final ordinance will be presented for City Council adoption.

ATTACHMENT:

- A. Existing Montebello Municipal Code – Chapter 2.44
- B. November 18, 2020 proposed changes from Commission to Committee
- C. September 11, 2020 City Council Special Meeting Power Point Presentation Traffic and Safety Commission Slides

ATTACHMENT A

Chapter 2.44 - TRAFFIC AND SAFETY COMMISSION

2.44.010 - Created.

There is created a traffic and safety commission for the city as follows.

2.44.020 - Members—Appointment—Removal.

The traffic and safety commission of this city shall consist of seven members. Members shall be appointed for terms not to exceed four years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the commission. An individual shall be eligible for appointment to the commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.

2.44.030 - Officers—Meetings.

The organization of this commission shall be:

- A. Officers. The commission shall select one of its numbers as chairperson and one of its numbers as vice chairperson of the commission for a term, respectively, of one year. The director of public works or his/her designee shall act as the secretary to the commission.
- B. Meetings. The commission may normally hold at least one regular meeting each calendar month, at such time and place as the secretary of the commission shall designate for the commission. The commission shall adopt such rules as it deems to be necessary for the transaction of its business, and shall keep appropriate records thereof.
- C. Absence from Meetings. If any member of the commission shall be absent from three successive regular meetings of the commission, without cause, the office of such member shall be deemed to be vacant. The secretary of the commission shall immediately inform the city council of such.
- D. Absence for Cause. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the commission in advance of such regular meeting, shall be deemed an absence for cause.

2.44.040 - Duties.

The traffic and safety commission of the city shall perform such duties as may be provided for in this code or other applicable law. In addition, the commission shall perform such functions as may be specifically delegated to it from time to time by the city council.

2.44.050 - Compensation.

Members of the traffic and safety commission shall be entitled to such compensation as may, by resolution, be determined by the city council.

2.44.060 - Appeals from decision of commission.

- A. Any person aggrieved by the decision of the city traffic and safety commission may, not later than fifteen days following the rendering of the decision by the city traffic and safety commission, file a written letter of appeal with the city clerk, appealing the decision of the city traffic and safety commission to the council; or, the council, may upon motion, determine to review the decision of the city traffic and safety commission in the same manner as if an appeal had been filed by a person aggrieved by such a decision.
- B. Upon notification by the clerk of such appeal, the secretary of the city traffic and safety commission shall transmit to the clerk of the city traffic and safety commission's file with reference to the matter appealed. The clerk shall place the matter on the council's agenda as soon as possible thereafter, and shall give appellant, and any other interested person requesting such notice, ten days' written notice of the time and place of such hearing. The council shall at the time of such hearing, review the matter and, shall affirm, modify or reverse the traffic safety commission's decision. The determination of the council shall be final and conclusive.

2.44.070 - Hearings—Form.

Neither the city traffic and safety commission 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.

Chapter 2.44 – TRAFFIC COMMITTEE

2.44.010 - Created.

There is created a traffic and safety committee for the city as follows as determined by the City Council.

2.44.020 - Members—Appointment—Removal.

~~The traffic and safety commission of this city shall consist of seven members. Members shall be appointed for terms not to exceed four years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the commission. An individual shall be eligible for appointment to the commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.~~

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; and
- (D) The City Attorney.

2.44.030 - Officers—Meetings.

The organization of this committee shall be:

A. ~~Officers. The commission shall select one of its numbers as chairperson and one of its numbers as vice chairperson of the commission for a term, respectively, of one year. The director of public works or his/her designee shall act as the secretary to the commission. 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. Each member of the Traffic Committee shall have the power to call a meeting thereof, and each member shall be entitled to receive a notice of every such meeting.~~

B. ~~Meetings. The commission may normally hold at least one regular meeting each calendar month, at such time and place as the secretary of the commission shall designate for the commission. The commission shall adopt such rules as it deems to be necessary for the transaction of its business, and shall keep appropriate records thereof. Quorum. Two (2) 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 two (2) members thereof.~~

C. 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.~~Absence from Meetings. If any member of the commission shall be absent from three successive regular meetings of the commission, without cause, the office of such member shall be deemed to be vacant. The secretary of the commission shall immediately inform the city council of such.~~

D. ~~Absence for Cause. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the commission in advance of such regular meeting, shall be deemed an absence for cause.~~

(Ord. 2058 § 1 (part), 1991: prior code § 3201.02 (part))

2.44.040 – Powers and Duties.

~~The traffic and safety commission of the city shall perform such duties as may be provided for in this code or other applicable law. In addition, the commission shall perform such functions as may be specifically delegated to it from time to time by the city council~~ 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 – Compensation Standards for exercising powers and duties.

~~Members of the traffic and safety commission shall be entitled to such compensation as may, by resolution, be determined by the city council. 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.

(Ord. 2058 § 1 (part), 1991: prior code § 3201.02 (part))

2.44.060 - Appeals from decision of commission.

~~A. Any person aggrieved by the decision of the city traffic and safety commission may, not later than fifteen days following the rendering of the decision by the city traffic and safety commission, file a written letter of appeal with the city clerk, appealing the~~

~~decision of the city traffic and safety commission to the council; or, the council, may upon motion, determine to review the decision of the city traffic and safety commission in the same manner as if an appeal had been filed by a person aggrieved by such a decision.~~
~~B. Upon notification by the clerk of such appeal, the secretary of the city traffic and safety commission shall transmit to the clerk of the city traffic and safety commission's file with reference to the matter appealed. The clerk shall place the matter on the council's agenda as soon as possible thereafter, and shall give appellant, and any other interested person requesting such notice, ten days' written notice of the time and place of such hearing. The council shall at the time of such hearing, review the matter and, shall affirm, modify or reverse the traffic safety commission's decision. The determination of the council shall be final and conclusive.~~

(Ord. 2058 § 1 (part), 1991; prior code § 3201.02 (part))

(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 and safety commission 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.



Traffic and Safety Commission

Established pursuant to Chapter 2.30 et. seq. and Chapter 2.40 et. Seq. of the Montebello Municipal Code consistent with State Law

Background

- * Seven members appointed by City Council
 - * Currently five members (4 filled, 1 vacant)
- * 4-year term
- * Municipal Code last updated 2008
- * Meetings on 1st Wednesday of the month

Roles and Responsibilities

(as per MMC Title 10)

- * Functions delegated or directed by the City Council
 - * City Council is appellate body
- * Recommend to C.C. installation of traffic signals
- * Recommend to C.C. designation of one-way streets
- * Recommend to C.C. vehicle weight restrictions
- * Recommend to C.C. designation of preferential parking districts
 - * Hearing body for revocation of parking permits

Roles and Responsibilities (cont'd)

(as per MMC Title 10)

- * Approval of stop sign installations
- * Determination of vehicle turning restrictions
- * Designation of no-parking zones by resolution¹
 - * Schools, narrow streets, loading, bus, hour/day restrictions, time limitation
- * Designation of marked pedestrian crosswalks¹

1. Does not specify consultation with the Director of Public Works

Roles and Responsibilities (cont'd)

(as per MMC Title 10)

* Director of Public Works Authority

Power and duty to place, remove, relocate and maintain official traffic control devices, including as part of capital improvement projects. No person, other than the Director of Public Works or designee, shall install, place, damage or remove any traffic control device (MMC 10.16.010 and 10.20.050)

Agenda Topics

* March 2019 – March 2020

- * Curb Markings - 4
- * Blue Curb – 9
- * Parking - 3
- * Traffic Calming – 1
- * Traffic Signage – 6
- * Traffic Striping Control – 3
- * Stop Sign – 8
- * Traffic Signal – 1
- * Crosswalk - 1
- * Policy - 2
- * Traffic Study– 4
- * Presentation - 5

Surrounding Cities

- * Whittier – Parking and Traffic Commission
- * Pico Rivera – N/A
- * Downey – Public Works Committee
- * Bell Gardens – Traffic and Safety Commission
- * Commerce – Traffic Commission
- * Monterey Park – Traffic Commission
- * Rosemead – Traffic Commission

Recommendations

- * Update scope of duties/authority
 - * Which specific items are the purview of the Commission?
- * Update policies for City Council adoption
 - * Implementation would be at staff level and Commission is the appellate body
- * Update municipal code accordingly

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Approve Issuing a Bus Camera Surveillance System Request for Proposal, No. 21-23**

DATE: December 16, 2020

RECOMMENDATION

It is recommended 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.

BACKGROUND

The City of Montebello ("City") by and through the Montebello Bus Lines (MBL) is requesting proposals from highly-qualified contractors for video camera surveillance installation, maintenance, and software configuration of the transit agency's on board system. The contractor will replace the antiquated monitoring systems on the MBL fleet with a modernized EN50155/IK10 rated surveillance system to meet the U.S. Department of Homeland Security Safety Act – Designation and Certification program.

MBL developed a DRAFT Request for Proposal (RFP), No. 21-23, setting clear expectations and a detailed scope of work, to ensure that the selected bidder will install the most successful bus camera surveillance system. MBL is requesting a non-proprietary system with the capability to integrate with a variety of different equipment manufacturers and open-platform software.

The City is moving forward with a Smart City agenda. A Smart City is a city that uses information and communication technologies to increase operational efficiency, share information with the public and improve the quality of City services. MBL will be the forerunner for this initiative with an all new innovative on board camera surveillance system. The system will have the capability to expand via licensing to encompass the premise security as well as other City Departments. The project will also initiate much needed improvements to the Wi-Fi infrastructure.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
APPROVE ISSUING A BUS CAMERA SURVEILLANCE SYSTEM REQUEST FOR PROPOSAL, NO. 21-23

Page 2 of 2

If approved, the notice inviting proposals will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning December 17, 2020. All bids will be submitted through the Planetbids.com platform.

The due date for all proposals will be Thursday, February 25, 2021. It is anticipated that a contractor will be selected by March, with an award of a professional services agreement brought before the City Council for consideration shortly after selection.

ANALYSIS

MBL is requesting authority to issue RFP No. 21-23 on December 17 to identify a contractor for camera surveillance installation, maintenance, and software configuration of the transit agency on board system. The selected contractor will recommend a modernized bus surveillance system to ensure the safety of the passengers and bus operators.

A selection process will be used to evaluate proposals based on various qualitative components, and award based on a combination of price and qualitative considerations. Qualitative considerations include management plan, experience and qualifications, technical approach, quality of proposed personnel, training, technical support and ongoing maintenance.

The award selection will be based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to the City.

FISCAL IMPACT

This Project will be funded primarily with Federal Transit Administration (FTA) Grant monies, CA-2019-033 and CA-90-Z085. Additional funding for this project will be from the California Office of Emergency Services (Cal-OES) and the State Public Transportation Modernization, Improvement, and Service Enhancements (PTMISEA) grant awards.

SUMMARY

Staff is recommending that the City Council approve the issuance of RFP No. 21-23, attached hereto in substantial form, for Bus Camera Surveillance System and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENTS

Attachment A: DRAFT Request for Proposal (RFP), No. 21-23

City of Montebello



DRAFT REQUEST FOR PROPOSAL (RFP) No. 21-23



BUS CAMERA SURVEILLANCE SYSTEM

December 17th, 2020

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:

<https://www.planetbids.com/portal>

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Exhibit E – Statement of DBE Participants

Exhibit F – Bidder's List of sub-Contractor (DBE and Non- DBE)

Exhibit G – Buy America Provisions/ Certificates

Exhibit H – Certification of Restrictions on Lobbying

Exhibit I – Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered
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Exhibit J – Ineligible Contractors/ Consultants (Prime)

Exhibit K - Ineligible Contractors/ Consultants (sub-Contractors)

Exhibit L – Non-Collusion Affidavit of Prime Bidder

Exhibit M - Non-Collusion Affidavit of sub-Contractor

Exhibit N - Certification of Drug-Free Workplace (Prime)

Exhibit O - Certification of Drug-Free Workplace (sub-Contractor)

INTRODUCTION

The City of Montebello (“City”), Montebello Bus Lines (MBL), is soliciting proposals from highly-qualified Contractors for camera surveillance installation, maintenance, and software configuration of the transit agency’s on board system.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 5.2 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

This Draft Request for Proposal (RFP) seeks a Contractor to replace the antiquated surveillance systems on board the MBL fleet with a modernized EN50155/IK10 rated surveillance system to meet the U.S Department of Homeland Security Safety Act – Designation and Certification Program. The Contractor will provide a turnkey solution for MBL surveillance that will increase video camera resolution, digital storage capabilities (13 months video footage), and a cloud-based network infrastructure accessible to administrative personnel.

The selected Contractor will possess the relevant experience to provide the needed analysis in developing successful and innovative surveillance system options.

DATE: December 17th, 2020
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: DRAFT REQUEST FOR PROPOSAL (RFP) NO.21-23
TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

BUS CAMERA SURVEILLANCE SYSTEM

The City of Montebello ("City"), Montebello Bus Lines (MBL), is soliciting proposals from highly-qualified Contractors for camera surveillance installation, maintenance, and software configuration of the transit agency's on board system.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable].

Name: Rohan Anderson
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **Thursday, February 25th, 2021, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Montebello hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Montebello reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City of Montebello Department of Transportation is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin per FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age, or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on Montebello Transit System's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Young- Gi Kim Harabedian
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Thursday	December 17 th , 2020	REQUEST FOR PROPOSAL (RFP) RELEASE
Thursday	February 4 th , 2021	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Thursday	February 11 th , 2021	ANSWERS TO QUESTIONS
Thursday	February 25 th , 2021	PROPOSAL DUE DATE BY 3:00 PM PST
Week of March 22 nd , 2021	PRESENTATIONS & INTENT TO AWARD	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 33	
3	Licensing, Permits, Certificates, and Taxes	Page # 23	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Buy America Provisions	Exhibit G	
11	Certification of Restrictions on Lobbying	Exhibit H	
12	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit I	
13	Ineligible Contractors/ Consultants (Prime)	Exhibit J	
14	Ineligible Contractors/ Consultants (sub-Contractors)	Exhibit K	
15	Non-Collusion Affidavit of Prime Bidder	Exhibit L	
16	Non-Collusion Affidavit of sub-Contractor	Exhibit M	
17	Certification of Drug-Free Workplace (Prime)	Exhibit N	
18	Certification of Drug-Free Workplace (sub-Contractor)	Exhibit O	
	OPTIONAL ITEMS		
19	Requests for exceptions or deviations	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, February 25th, 2021.**

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposers submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Montebello. All alternate Proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Draft Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of

providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, February 4th, 2021**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical

conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six (6) months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
3. Accept all or any part of a Proposal;
4. Cancel the entire RFP;
5. Issue subsequent RFPs; or
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub Contractor basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-Contractors of successful Proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the RFP. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful Contractor ("Contractor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between Contractor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

The Contractor shall provide all services necessary as per the Scope of Work described in this RFP.

PERFORMANCE OF WORK

These specifications intend to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Contractor provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Contractor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;

- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal, and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

POINT OF CONTACT

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
 Attention: Rohan Anderson,
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 104
 Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, the response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and the award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- The proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example, a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to the proposal.
- The proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Proposer's Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	Work Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	25 points
5	Training, Technical Support, and Ongoing Maintenance	10 points
TOTAL		80 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer's Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion **(20 points)**. All other PPs will be scored as follows:

Proposer Price Score = Best Value Proposal x 20 (Total Points Available for Price Evaluation)

SECTION 3 – FEDERAL REQUIREMENTS

FINANCIAL ASSISTANCE/ DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS

The items described in these provisions are to be purchased with assistance through a grant funded by the Federal Transit Administration under the Urban Mass Transportation Act of 1964. The Contractor shall comply with all applicable terms and conditions prescribed by the Federal Government for third party contracts.

The Federal Government is not a party to this contract and has no obligations or liabilities to any Contractors in connection with the performance of this project. The Contractor agrees to include this clause in each subcontract.

CIVIL REQUIREMENTS

During the performance of this Contract, the Contractor agrees as follows:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- Race, Color, Creed, National Origin, Sex - The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Age - The Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

4. Disabilities - The Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to the employment of persons with disabilities.

5. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

MBL shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program.

MBL shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

MBL's DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this contract.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to MBL of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

DBE ANNUAL OVERALL GOAL

In accordance with 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs," the MBL is required to establish an annual overall goal for the participation of DBEs in all contracts utilizing federal financial assistance. For the current fiscal year, the MBL has established a DBE participation goal of 3%.

MBL's annual overall goal represents the amount of ready, willing, and able DBEs that are identified as available to participate in contracting opportunities, and is reflective of the amount of DBE participation MBL would expect absent the effects of discrimination.

MBL intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts that have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, MBL will establish specific contract goals for particular projects with subcontracting opportunities.

There is no DBE project goal established for this project. At this time MBL will meet the DBE goal on federally assisted projects through race-neutral measures. MBL supports the use of race-neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime Contractors to subcontract portions of their work that might otherwise perform with their own forces.

If a specific DBE participation goal is identified in the above, a proposer must demonstrate that it can meet this specified goal in the performance of this contract in order for the proposal to be determined a

responsive proposal. If a proposer cannot meet the specified goal, the proposer must demonstrate that it performed sufficient good faith efforts to meet the goal. A proposer who is not responsive shall be ineligible for the award of the contract.

If the amount of DBE participation does not meet the contract-specific goal, the DBE Officer shall review the good faith effort report submitted by the proposer. The DBE Officer shall determine whether the proposer has performed the quality, quantity, and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the contract-specific goal.

DBE GOOD FAITH EFFORTS

The kinds of effort that will be considered demonstrative of “Good Faith Efforts” include, but are not limited to, the following: Whether the Contractor solicited through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work; whether the Contractor solicited interest within sufficient time to allow the DBEs to respond and, if appropriate steps were taken, to follow-up with interested DBEs; whether the Contractor selected portions of work to be performed by DBEs and, where appropriate, broke-out contract work items into economically feasible units to facilitate DBE participation even when the Contractor might otherwise prefer to perform these work items with its own forces; whether the Contractor negotiated in good faith with interested DBEs (evidence includes names, addresses, and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached); whether the Contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; whether the Contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance; whether the Contractor effectively used the services of available minority/women community organizations, Contractors’ groups, or other organizations to provide assistance; and whether other proposers on the procurement met the DBE goal.

Proposer’s Right to Administrative Reconsideration

In the event that the DBE Officer determines that the responsible proposer has not met the contract-specific goal, and has not demonstrated good faith efforts, the DBE Officer will notify the proposer in writing. The notification shall explain the basis and include the reasons for the determination, and shall inform the proposer of its right to submit further written documentation or appear before the Reconsideration Official prior to the time that a recommendation for the award of the contract is presented to the City Council. (The Reconsideration Official is a City representative who did not take part in the original determination.) After reconsideration, MBL shall provide the proposer with a written decision. The result of the reconsideration process is not appealable by the proposer.

In the event that the Reconsideration Official finds that the proposer has not met the contract goal or demonstrated good faith efforts, MBL will deem said proposer not responsible and evaluate the proposer submitting the next proposal.

CONTRACTOR COMPLIANCE WITH MBL DBE POLICY

It is the policy of MBL to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to MBL’s construction, procurement, and professional services activities. To this

end, MBL has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE program.

In connection with the performance of this contract, the Contractor will cooperate with MBL in meeting these commitments and objectives.

Proposer shall submit with the proposal the following information for all participating firms: Firm name, firm address, firm status as a DBE or non-DBE, the age of the firm, and the annual gross receipts of the firm. (Exhibit E - Bidders List of Participating Firms)

In addition, the proposer shall submit within five (5) days of proposal opening the names and addresses of all DBE firms that will participate in the contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm; written documentation of commitment to use DBE sub-Contractors whose participation the Contractor submits to meet the contract goal; and written confirmation from the DBE that it is participating in the contract as provided in the Contractor's commitment. (Exhibit D – Statement of Disadvantaged Business Enterprise Participation)

MBL shall require that any DBEs listed by proposers for participation in the contract be certified as eligible DBEs. MBL will accept current certifications by the DOT and its agencies, the Small Business Administration, or other DOT federal financial assistance recipients, as appropriate. Within five days of proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.

MBL will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five days of proposal opening in order to be included in the proposer's DBE achievement.

Contractor Assurance

Pursuant to 49 CFR Part 26, the Contractor is required to make the following assurance in its agreement with MBL and to include this assurance in any agreements it makes with sub-Contractors in the performance of this contract:

“The Contractor or sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or sub-Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as MBL deems appropriate.”

Prompt Payment to sub-Contractors

The Contractor must pay sub-Contractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the Contractor by MBL. Prompt return of retainage payments from the Contractor to the sub-Contractor will be made within 15 days after the sub-Contractor's work is satisfactorily completed.

Any delay or postponement of payment among the parties may take place only for good cause and with MBL's prior written approval. If the Contractor determines the work of the sub-Contractor to be unsatisfactory, it must notify MBL's DBE Officer immediately in writing and state the reasons. Failure by the Contractor to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

The DBE Officer will monitor the amount actually paid by the Contractor to sub-Contractors and will require the Contractor to provide monthly reports of payments to DBEs. A letter will be sent to the DBE sub-Contractors to verify the dollar amount.

The amount awarded to the DBE, the amount paid to the DBE as stated by the Contractor, and the amount paid to the DBE as verified by the DBE, will be reported to the Federal Transit Administration (FTA).

Contract Change or Amendment

When a contract change or amendment is made, the Contractor will submit a statement to the DBE Officer regarding how the change may affect DBE subcontracting.

The Contractor is required to report all DBE participation on their contract whether sub-Contractor or not the contract contains a specified DBE goal. The Contractor is not to count participation of a DBE until the amount being counted has been paid to the DBE.

Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except the Contractor or its affiliate) may also be counted.

Work that a DBE subcontract to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially useful function. A DBE should perform at least 30 percent of the total cost of its contract with its own workforce. Decisions on commercially useful function are subject to review by the FTA but are not administratively appealable to DOT.

If materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent of the cost will be counted.

The Contractor must make a good faith effort to replace a defaulting DBE sub-Contractor with another certified DBE. The Contractor must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The Contractor must receive prior written approval on the substitute DBE from MBL. The Contractor will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.

If the Contractor proposes to replace a DBE sub-Contractor with a non-DBE, sufficient good faith efforts documentation must be provided. If the Contractor fails or refuses to comply in the time specified, MBL will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the Contractor still fails to comply, MBL may issue a termination for default proceeding.

Evaluation of Proposals with DBE Goals

After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In the event that the proposer does not meet the contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

PROHIBITED INTEREST

No Council member, officer, or employee of the City of Montebello or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

CONTRACTOR ELIGIBILITY (DEBARMENT, SUSPENSION, EXCLUSION, COLLUSION)

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 CFR Part 29 on 11/26/03. This government wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). (Exhibit I - Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions)

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220(b). These are contracts and subcontracts referred to in the regulation as "covered transactions."

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include this requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the Proposer certifies as follows:

- The certification in this clause is a material representation of fact relied upon by MBL. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to MBL, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, while this offer is valid and throughout the period of any contract that may arise from this proposal. The Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

- Affidavits are required to be completed by the Contractor and by all Sub-Contractors declaring that the proposal is in all respects fair and without collusion or fraud. (Exhibit L, Non-Collusion Affidavit of Prime Bidder; Exhibit M, Non-Collusion Affidavit of Sub-Contractor).
- A contract cannot be awarded to any vendor that is on the United States Comptroller General's list of ineligible Contractors. The potential Prime Contractor and all potential sub-Contractors must complete the Ineligible Contractors Form regarding debarment for violations of public contracts incorporating Labor Standard Provisions. (Exhibit J – Ineligible Contractors (Prime); Exhibit K – Ineligible Contractors (sub-Contractor))

FEDERAL PROHIBIT INTEREST/ LOBBYING

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom {FTA Grant Agreement, Part II, Sec. 114 (m)}.

Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the supplier/company, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan, or cooperative agreement.

As a recipient of federal funds, MBL is required to certify compliance with the influencing restrictions and efforts of Contractor to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to Section 1352, Title 31 U.S. Code.

The successful offeror to this solicitation, and all sub-Contractors with contracts of \$100,000.00 or more, will be required to complete and submit to MBL the certification form entitled "Certification of Restrictions on Lobbying," Exhibit H, whether or not any lobbying efforts took place. If the successful offeror, and/or primary sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to MBL. Form is available upon request.

DRUG-FREE WORKPLACE

The Contractor, and all sub-Contractors, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (Exhibit N - Certification of Drug-Free Workplace (Prime); Exhibit O - Certification of Drug-Free Workplace (sub-Contractor)).

CONTRACT DOCUMENTS: Oral Changes / Contract Termination / 'Buy America' Provision / Permits

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.
- (b) Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of

the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten (10) days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The contractor shall be liable for any and all costs incurred by MBL as a result of such default.

- (c) Buy America: The Buy American requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

- (i) When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
- (ii) When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- (iii) When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
- (iv) When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

The Contractor, who seeks to establish grounds for an exception, must seek the exception, in writing, to the Management Analyst at least fifteen (15) days prior to proposal opening.

When a petition for investigation has been filed with FTA before award, MBL reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, MBL reserves the right to not open proposals prior to the resolution of the investigation by FTA.

The Contractor and all Sub-Contractors with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached "Buy America Certificate" (Exhibit G), with the proposal.

- (d) Permits: Contractor shall be responsible for obtaining any and all permits required to perform any installations. The installation shall be in complete compliance with the City of Montebello Building, Fire Codes, and CAL OSHA and any other governmental regulations that relate to this contract.

SECTION 4 – QUALIFICATIONS

DESIRED QUALIFICATION

The successful Contractor shall possess the capability and expertise required to complete the following tasks:

- A. Conduct a resourceful in-depth examination of MBL's existing on board camera surveillance system.
- B. Provide a specialized knowledge of camera surveillance technology, including engineering, manufacturing, configuration, and installation of the camera surveillance system.
- C. Provide technical data, software, samples, and mock-ups for new items as required prior to installation.
- D. Perform a complete installation and documentation of specified systems, subsystems, and components, including interface engineering with new equipment.
- E. Demonstrate strong communication and coordination skills with MBL staff.

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. List and describe a minimum of three (3) projects or experiences, similar in nature to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. The contractor must have a minimum of five (5) years of experience with the Unified Security Platform (USP) manufacturer being submitted. The contractor must also be in good standing; a listed and registered partner with the USP Company.
- C. The contractor shall be transit certified by the USP manufacturer at the time of the bid.
- D. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- E. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws and apprenticeship laws.
- F. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
- G. The firm possesses a professional staff with (5) years of knowledge and expertise to complete the bus camera surveillance project.
- H. Financial capacity.

SECTION 5 – SCOPE OF WORK

The City of Montebello is moving forward with a Smart City agenda. MBL will be the forerunner for this initiative with an all new innovative on board camera surveillance system. All security related systems are mandated to interact in a uniform fashion providing managed visibility of all security related items and processes are to be automated. Objectives for the system include:

- A. Deploy an enterprise-level Unified Security Platform (USP) that will meet both the on board transit security needs as well as being able to expand via licensing to encompass the premise security to be added in the future.

- I. Capabilities as per the Technical Requirements and Specifications listed below.
- II. All devices, whether fixed or mobile, must be connected to the USP at all times allowing instant access to the resource.
- B. Remove and safely dispose of current on board video components. MBL reserves the right to retain any of the removed components. All hard drives and electronic media are accounted for and turned over to MBL for secure disposal.
- C. Integrate with the existing Avail Technologies fleet system currently in operation in the MBL system.
- D. Upgrade recorders and cameras on all 66 buses to the EN50155/IK10 standard. All camera recording will be HD quality in accordance with the Technical Requirements.
 - I. Provide real-time connectivity to the on board camera units including the offload of recorded video via mobile routers if requested.
 - II. Provide automatic offload of a tagged camera from buses upon entering the MBL Depot.
 - III. Capture data from the transit bus metadata stream as well as the panic button to trigger automated events.
 - IV. Upgrade each individual bus throughput to provide adequate throughput to offload the on board camera at the Depot as well as handle requests for video remotely while in transit. Buses have roughly 6 hours available to offload each day's video.
- E. Provide necessary Depot network infrastructure to adequately offload all required video daily for all buses while in the Depot, in accordance with the Technical Requirements.
- F. Provide adequate storage to retain 13 months of video in accordance with the Technical Requirements.
- G. Provisions for access to the Unified Security Platform by Montebello PD, City legal counsel, and other City officials through a security incident management system will be mandatory in accordance with the Technical Requirements.
 - I. Collect digital evidence in one centralized location
 - II. Manage who has access to the system and case information
 - III. Investigations by collaborating with users
 - IV. Secure case information
 - V. Find cases and files easily within the system

TECHNICAL REQUIREMENTS

A. Transit Bus Systems

I. Camera Image and Frame Rate Settings

1. Camera Models

- a. Interior
 - Panasonic WV-S3531L @ 1920x1080 16:9
- b. Interior 360
 - Panasonic WV-X4571L @ 2992x2992 Fisheye Mode
- c. Exterior Front\Rear
 - Panasonic WV-S3531L @ 2048x1536 4:3

- d. Exterior Side
 - Panasonic WV-SBV131M @ 2048x1536 4:3
 Or similar brand with equal specification.
- 2. Interior Cameras will record at 4FPS as well as 20 FPS @ 1080P
 - a. Qty 1 looking at the front door
 - b. Qty 1 looking at the rear door
 - c. Qty 1 looking toward the front of the bus from the rear
 - d. Qty 1 looking at the rear of the bus from the front
 - e. Qty 1 looking at the driver to verify cash receipts
 - f. Qty 1 360 degrees camera in the center of the bus
- 3. Front and Rear Cameras will record at 4FPS as well as 20 FPS 1080P
 - a. Qty 2 per bus
- 4. Side Cameras will record at 4FPS as well as 20 FPS @ 3MP
 - a. Qty 2 per bus
- 5. Camera Specifications
 - a. Must be EN50155 and IK10 rated

II. On-Board Mobile Server

- 1. Genetec SVR-500A or equal rugged server
 - a. 10TB ruggedized server with 16 internal POE network ports
 - b. Configured with RS232 ports
 - c. SSD Drives only
 - d. MS Windows
 - e. The serial port required to talk to the wireless router metadata interface
 - f. Qty 6\2 IO inputs to collect status change from dry contacts
 - g. Must be EN50155 rated

III. Transit Depot Storage

- 1. Existing NAS storage needs to be evaluated for robustness concerning the project. If found that it cannot be resized or capable to meet the needs of the entire project, provide an alternative solution.
- 2. Must meet RAID 6 or better.
- 3. Must hold 13 months of video for all 66 buses.
- 4. Must hold an additional 15% of stored forensic data.
- 5. Throughput must support all 66 buses during offload, including network overhead.

IV. Software

- 1. Genetec Security Center, or equal open-platform USP, will be deployed as follows:
 - a. Transit Depot
 - Master command and control platform for managing all Transit related functions, including:
 - 1. Must be NDAA Compliant.
 - 2. Must meet DHS SAFETY Act Designation and Certification guidelines.
 - 3. Active Directory SSO is required.
 - 4. Failover Directory and Archiver Roles are mandatory.
 - Connection to storage solution via servers as needed.
 - Manages offload of video from buses via Federation.

- Manages all forensic data and permissions.
- Must support the addition of fixed cameras and access control per specifications below via license only. No mixed software manufacturer solution will be permitted.

b. Each Bus

- Single embedded Windows 10 mobile server with Standalone Transit Centric software of the same version as the Transit Hub software. Units will be federated to the Transit Depot master system.
- Only event video (panic button, accelerometer threshold, hard breaking, etc.) with video pre and post buffer event set to 15-30 seconds, will be saved at 20FPS.
- Low framerate video will be constantly saved at 4FPS, with the notation of event triggers.
- 15% of the daily record will be assumed to be event video.

V. Offload Setup

1. Wi-Fi offload at the Transit Depot plus cellular modems move the video from the bus to the long term storage to be installed at the Transit Depot.
 - a. All high framerate event videos will be immediately queued for offload via cellular modem as soon as the event is triggered.
 - b. All low framerate video will be offloaded at the Depot via Wi-Fi.
 - c. Wi-Fi detection will initiate automatic offload of the video once a clean connection has been established at the Transit Depot. All of the daily recorded video, under the above parameters, will be down loaded each night at the Transit Depot.
 - d. Assume 66 buses will simultaneously download all their respective video each night.
2. Existing Wi-Fi and network infrastructure
 - a. Must be able to handle all 66 buses simultaneously offloading daily video within 6 hours.
 - b. Existing Wi-Fi may not support automatic handoff protocols, so it must be evaluated. If determined that the Wi-Fi nodes cannot handle this process, it must be upgraded.
 - c. The existing network backbone feeding the Wi-Fi has been proven to be unable to handle 19 buses performing a simultaneous offload. It must be engineered and upgraded to support this requirement.

VI. Combination Wi-Fi Cellular Modem

1. Cradlepoint IBR1700-1200
 - a. Connected to MBL management account for Cradlepoint.
 - b. Contractor will provide SIM cards.
 - c. No substitutions.
2. Auto Detect Wi-Fi connection, provide failover hierarchy between cellular and Wi-Fi.
 - a. Must send event data to the recorder to know the status of the connection.
3. 'One Pane of Glass' remote management of cellular modems is required with full control of all aspects of the modems.
4. Must support minimum 150 Mbps Wi-Fi, primary offload path.
5. Must Support 600 Mbps Cellular, remote access dedicated throughput.
6. Must have remote antenna capability.
7. Must support multiple SSIDs.
8. No passenger Wi-Fi service from these units.
9. Must be programmed to meet MBL security guidelines.

SPECIFICATIONS

A. Installation of Systems

- I. Section 28 23 00 – Video Management Systems
- II. Section 28 23 01 – Transit Bus Software Module Specifications
- III. Section 28 51 00 – Information Management & Presentation

B. Additional Software Features for Future Deployment (via License)

- I. Section 28 13 00 – Access Control and Database Management Specifications
- II. Section 28 19 00 – Access Control Vehicle Identification Systems

WARRANTY

All equipment and workmanship (on board surveillance equipment, backend equipment, software, and other accompanying equipment) should have a minimum of 3 years warranty from the date of final acceptance of work.

- A. Proposals will provide an explanation of the coverage provided by the warranty, including the response method and plan for provision of parts and labor.
- B. The Contractor warrants the documentation provided completely and that it accurately reflects the operation and maintenance of the equipment and software, and provides all information necessary to maintain the system.

MAINTENANCE

Proposals must include pricing for maintenance and provide an explanation of the coverage, including response times and plans for provision of parts and labor. Proposals must address maintenance provisions for software patches and version upgrades.

The Proposer is required to notify MBL at least one month in advance of installation when new software releases become available. The Proposer is required to notify MBL at least six months in advance when it is expected that the current release and related systems will no longer be supported.

The Proposer will ensure that all existing software configurations are protected after the system has been upgraded for the entire duration of the time when MBL uses the product. These changes must be reported to the MBL Director.

TECHNICAL SUPPORT AND TRAINING

The Proposer will provide a contact person and phone number to assist MBL with any technical questions.

The Proposer will submit a training plan that describes the procedures that will be employed to adequately accomplish training related to the implementation and full utilization of the system.

Training shall be provided to personnel designated by MBL. Training for all hardware and software must be provided on-site and will at minimum include:

- A. Name and phone number of the person responsible for training.
- B. How to install or setup a computer as a viewing station.

- C. How to operate the software in order to zoom, pan, and focus.
- D. How to record and retrieve data.
- E. How to record and retrieve pre-recorded video information according to time stamps.
- F. How to search and retrieve pre-recorded video from the server.
- G. How to remove and reinstall the camera from the casing.
- H. How to secure and remove the power source.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

BUS CAMERA SURVEILLANCE SYSTEM

THIS AGREEMENT ("Agreement") is made and entered into on, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individually as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist the CITY in the camera surveillance installation, maintenance, and software configuration of the transit agency's on board system ("Project"); and

WHEREAS, CONTRACTOR 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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposals dated December 17, 2020 (RFP No. [21-23]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

- A. RFP No. 21-23;
- B. Proposer's [DATE] Proposal for Comprehensive Operational Analysis (COA) and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

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

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

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

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

E. CONTRACTOR 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, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR 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. CONTRACTOR may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by 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. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. 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 CONTRACTOR 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 CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR 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 CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's sub-Contractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors 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 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello

Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR 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 CONTRACTOR'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 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR 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 CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR 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 CONTRACTOR'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, CONTRACTOR 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, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

CONTRACTOR shall require each of its sub-Contractors, 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. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (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. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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 CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor 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. CONTRACTOR'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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual

orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 21-23

BUS CAMERA SURVEILLANCE SYSTEM

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Bus Camera Surveillance System

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub-Contractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____	Name: _____
<i>(Print)</i>	<i>(Print)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)</i>
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
REFERENCES

At Least Three (3) References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

EXHIBIT C

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via

certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 21-23

BUS CAMERA SURVEILLANCE SYSTEM

COST PROPOSAL SHEET

	<u>Hourly Rate</u>	<u>Total Number of Hours</u>	<u>Guaranteed Not-To-Exceed Amount</u>
Cost of Needs			
Cost of Needs			
Cost of Needs			
TOTAL COST			

List other costs/fees:

Description

Cost/Fees

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F

Bidder's List of sub-Contractors (DBE and Non-DBE)**Part I**

The bidder shall list all sub-Contractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE sub-Contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-Contractors who provided a quote or bid but were not selected to participate as a sub-Contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**"BUY AMERICA" PROVISION**

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought _____ if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The _____ hereby certifies that
(Name of Bidder/ Proposer)

_____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

_____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____
Signature of Company Official Date

Official's Title

OR

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature: _____
Title: _____
Date: _____

EXHIBIT H**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

(Applicable to contracts \$100,000 or greater)

I _____, hereby certify on behalf of:
 (Name of Authorized Official)
 _____ that:
 (Name of Company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Signature of Authorized Official

 Date

 Title of Authorized Official

EXHIBIT I

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT J

INELIGIBLE CONTRACTORS/CONSULTANTS

(Prime)

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller General's
list of debarred firms.

_____ does not appear on the U.S. Comptroller General's
list of debarred firms.

Bidder's Name

Signature of Authorized Representative

Date of Signature

EXHIBIT K
INELIGIBLE CONTRACTORS
(Subcontractor)

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller General's
list of debarred firms.

_____ does not appear on the U.S. Comptroller General's
list of debarred firms.

Bidder's Name

Signature of Authorized Representative

Date of Signature

EXHIBIT L**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____
(Owner, Partner, Officer, Representative, or Agent)
_____ the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances re
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the City of Montebello (OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

EXHIBIT M**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____
(Owner, Partner, Officer, Representative, or Agent)
_____ the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances re
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the City of Montebello (OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

EXHIBIT N**CERTIFICATION OF DRUG-FREE WORKPLACE
(Prime)**

I _____, hereby certify on behalf of
 (Name of Authorized Official)
 _____ that:
 (Name of Contractor)

The Contractor named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will, therefore:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).
- Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace.
 2. The firm's policy of maintaining a drug-free workplace.
 3. Any available counseling, rehabilitation and employee assistance programs, and,...
 4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.
- Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 1. Will receive a copy of the firm's drug-free policy statement, and,...
 2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20__

By

 (Signature of Authorized Official)

 (Title of Authorized Official)

EXHIBIT O**CERTIFICATION OF DRUG-FREE WORKPLACE
(Subcontractor)**

I _____, hereby certify on behalf of
 (Name of Authorized Official)
 _____ that:
 (Name of Contractor)

The Contractor named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will, therefore:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).
- Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace.
 2. The firm's policy of maintaining a drug-free workplace.
 3. Any available counseling, rehabilitation and employee assistance programs, and,...
 4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.
- Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 1. Will receive a copy of the firm's drug-free policy statement, and,...
 2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20__

By

 (Signature of Authorized Official)

 (Title of Authorized Official)

[INTENTIONALLY LEFT BLANK]

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Approve the issuing of Montebello Bus Lines Comprehensive Operational Analysis Request for Proposal, No. 21-21**

DATE: December 16, 2020

RECOMMENDATION

It is recommended 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.

BACKGROUND

The City of Montebello, Montebello Bus Lines (MBL), will be issuing a Request for Proposal (RFP) to solicit proposals from qualified consultants to develop and administer a Comprehensive Operational Analysis (COA) for the agency's transit system.

This project will provide an in-depth operational analysis and evaluate MBL's overall structure and delivery of its services. The project and service plan will identify short-term actions to improve the current operation and the effectiveness of the transit system. In addition, the project will identify a long-range road map that will prioritize areas of improvement for future transit system development. These plans will position MBL to become a more reliable and convenient mode of transportation to get to places of employment, attractions, and other travel destinations.

The Request for Proposal (RFP) seeks to secure the most qualified consultant to perform an analysis of existing operational services and programs to identify future options, services, and programs that will maximize post-COVID-19 ridership within the MBL service area. As part of the RFP, the consultant will develop a plan that will solicit broad and innovative community input, address resident goals and objectives, and as feasible, maximize ridership within existing financial constraints, and evaluate future options that include electrification and consolidation.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**APPROVE THE ISSUING OD MONTEBELLO BUS LINES COMPREHENSIVE
OPERATIONAL ANALYSIS REQUEST FOR PROPOSAL NO. 21-21**

Page 2 of 3

If approved, the notice inviting bids will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning December 17, 2020. All bids will be submitted through the Planetbids.com platform.

The due date for all proposals will be Thursday, March 18, 2021. It is anticipated that a responsive consulting company will be selected the week of April 12, 2021. Award of a professional services agreement to the winning vendor will be brought before the City Council for consideration on a future date.

ANALYSIS

The selected consultant will possess the relevant experience required to provide the analysis and development of successful and innovative transit service options. The consultant must be able to complete the following tasks:

SCOPE OF WORK		DELIVERABLES
TASK 1:	Development of Work Plan and Schedule	• Work Plan with key milestones • Key Personnel
TASK 2:	Outreach Program	• Outreach and Survey Plan • Analytical and Narrative Report of findings
TASK 3:	Analysis of Current MBL Service Modes	• Identify operational shortfalls and provide recommendations • Develop report of findings
TASK 4:	Analysis of Transfer Points, MBL Transit Depot, and Layover Zones	• Key Performance Indicators analysis and recommendations • Organizational analysis and fare recommendations
TASK 5:	Latent and Future Demand Estimation	• Create maps and charts of all languages within service area
TASK 6:	Linguistic Analysis of the Montebello Bus Lines Service Area	• Determine travel patterns and ridership projections
TASK 7:	System Improvements and Financial Analysis	• Line-by-Line service improvements recommendations • Cost Analysis per route • Comparison Analysis with transit agencies of the same magnitude • Identify administrative and maintenance cost • Identify contracted costs • Grant opportunities and deadlines

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**APPROVE THE ISSUING OD MONTEBELLO BUS LINES COMPREHENSIVE
OPERATIONAL ANALYSIS REQUEST FOR PROPOSAL NO. 21-21**

Page 3 of 3

A selection process will be used to evaluate and score responsive proposals using various qualitative components, and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/ or management plan.

The award selection will be based upon consideration of a combination of qualitative and price factors to determine the offer deemed most advantageous to MBL. Proposals will be evaluated in accordance with the following criteria:

<u>Qualitative Considerations</u>		
1	Work Plan	10 points
2	Proposed Team	15 points
3	Qualifications and Experience	25 points
4	Technical Approach	30 points
Total		80 points
<u>Price Considerations</u>		
1	Price Value	20 points

FISCAL IMPACT

Funding for this project is available from the Fiscal Year 2018-19 Senate Bill 1/ State Transit Assistance (SB1/STA) funding aware (Fund Number 202). Once a consultant is chosen, and an agreement is awarded, subsequent City Council action will be sought to approve the agreement and amend the fiscal year budget as needed. There is no fiscal impact related to issuing the RFP for the intended services.

SUMMARY

Staff is recommending that the City Council approve issuing the Request for Proposal (RFP), No. 21-21, attached hereto in substantial form, for Montebello Bus Lines (MBL) Comprehensive Operational Analysis; and direct staff to take such additional, and related action that may be desirable.

ATTACHMENTS

Attachment A: Request for Proposal (RFP), No. 21-21

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 21-21



Comprehensive Operational Analysis (COA)

December 17th, 2020

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:

<https://www.planetbids.com/portal>

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INTRODUCTION

The City of Montebello, Montebello Bus Lines (MBL), is soliciting proposals from qualified consultants to develop and administer a Comprehensive Operational Analysis (COA) for the agency's transit system.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 5.2 million passengers annually throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL's transit system consists of a fleet of sixty-six (66) 35ft-40ft buses (three electric, thirty-six hybrid, and twenty-seven Compress Natural Gas (CNG) buses), one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. MBL buses travel in highly visible corridors throughout various communities. These corridors include colleges and universities, retail areas, and other commercial and industrial areas.

This Request for Proposal (RFP) seeks to secure the most qualified consultant to perform an analysis of existing operational services and programs to identify future options, services, and programs that will maximize post-COVID-19 ridership within the MBL service area. In addition, the consultant will develop a plan that will solicit broad and innovative community input, address resident goals and objectives, and as feasible, maximize ridership within existing financial constraints, and evaluate future options that include electrification and consolidation. The selected consultant will possess the relevant experience required to provide the analysis and development of successful and innovative transit service options.

The Scope of Work will include the deliverables to be prioritized and submitted to MBL as follows:

- Line by Line Analysis.
- Robust Community Outreach Plan throughout the study focused on customer experience.
- A comprehensive ridership forecast, current and future, with recommendations on how to increase ridership.
- Safety and location assessment of the current bus stops/shelters with recommendations for potential new locations.
- Financial analysis on the operational cost.
- Potential transit facility relocation project and coordination with a feasibility study.
- Comparison analysis on the service network feeding into other transit operators in the region with a seamless service recommendation.
- Assessment, analysis, and recommendation of the app based tool, incorporating other micro-transit services to include demand based transit service providers such as Lyft and Uber.
- Study "right-sizing" the fare across Los Angeles County, including the subsidized fare box recovery.
- Provide a comprehensive recommendation on the overall branding and enhancement of client management protocol for Montebello Bus Lines.

DATE: December 17th, 2020
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.21-21
TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

COMPREHENSIVE OPERATIONAL ANALYSIS

The City of Montebello, Montebello Bus Lines (MBL), is soliciting proposals from qualified Consultants to develop and administer a Comprehensive Operational Analysis (COA) for the agency's transit system.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable].

Name: Rohan Anderson
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Montebello department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **Thursday, March 18th, 2021, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Montebello hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Montebello reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City of Montebello Department of Transportation is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin per FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age, or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on Montebello Transit System's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Young- Gi Kim Harabedian
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Thursday	December 17 th , 2020	REQUEST FOR PROPOSAL (RFP) RELEASE
Thursday	January 28 th , 2021	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Tuesday	February 16 th , 2021	ANSWERS TO QUESTIONS
Thursday	March 18 th , 2021	PROPOSAL DUE DATE BY 3:00 PM PST
Week of April 12 th , 2021	PRESENTATIONS & INTENT TO AWARD	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 33	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	
	OPTIONAL ITEMS		
9	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 18th, 2021.**

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Montebello. All alternate Proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the

specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, January 28th, 2021**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical

conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of

any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-Consultants of successful Proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONSULTANT, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONSULTANT and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MBL shall pay the CONSULTANT his allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the CONSULTANT a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the CONSULTANT breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. CONSULTANT shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

CONSULTANT shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the CONSULTANT provides complete

services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department

Attention: Rohan Anderson,
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 104
 Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the

committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Consultant's Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	Work Plan	10 points
2	Proposed Team	15 points
3	Qualifications and Experience	25 points
4	Technical Approach	30 points
TOTAL		80 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer's Price Proposal (PP) will be compared to the proposal with the best value to the City. The best value responsive price will receive the total weighted value for this criterion **(20 points)**. All other PPs will be scored as follows:

Proposer Price Score = Best Value Proposal x 20 (Total Points Available for Price Evaluation)

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The Consultant shall possess the capability and expertise required to complete the following tasks:

- A. Conduct a resourceful in-depth examination of MBL's three existing operation service modes.
- B. Provide specialized knowledge of the transit environment including infrastructure, operational, and regulatory expertise to make recommendations in service improvements.
- C. Complete quantitative and qualitative research and analysis to review transit design, statistical trends, and historical information.
- D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update long and short-range plans designed to improve current operations and the effectiveness of MBL's transportation services.
- E. Design traditional and multimedia content including surveys, maps, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.

- F. Organize, implement, evaluate, and manage a comprehensive variety of projects, operations, events, and training programs.
- G. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with a comprehensive operational analysis.
- H. Demonstrate strong communication and coordination skills with MBL staff and outside parties in a constructive solution-focused style.

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. List and describe a minimum of three (3) projects or experiences, similar in nature to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- C. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- D. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
- F. The firm possesses a professional staff with (5) years of knowledge and expertise to complete the COA project.
- G. Financial capacity.

SECTION 4 – SCOPE OF WORK

This project will provide an in-depth operational analysis and evaluate MBL's overall structure and delivery of its services. The project and service plans will identify short-term actions to improve the current operation and the effectiveness of the transit system. In addition, the project will identify a long-range road map that will prioritize areas of improvement for future transit system development. These plans will position MBL to become a more reliable and convenient mode of transportation to get to places of employment, attractions, and other travel destinations.

The Consultant will assist with the development of the interview process, public participation, and outreach efforts through the use of tools and technology that provide the public and stakeholders a strong sense of involvement in the project. Data will also be organized and cross-referenced in an electronic format so that it can be further accessed and manipulated for future in-house analysis. The underlying data will be organized for possible use in future Short-Range Transit Plans (SRTP), National Transit Database (NTD), Title VI Civil Rights Act of 1964 reporting requirements, and grant applications among other items. All collected data and shapefiles, maps, and other final documents produced for the COA will become the property of MBL.

PURPOSE

It is MBL's intent to evaluate and redevelop its existing COA that was designed to provide senior management staff with a comprehensive view of the three existing operation service modes; Fixed Route, Dial-a-Taxi, and Montebello Link services, and provide recommendations for service improvements over the next five years. The analysis will accomplish the following:

- Review the current service performance of MBL's Fixed-route, Dial-A-Taxi, and Montebello Link transit operations and provide recommendations to enhance operating effectiveness and efficiency. This analysis will identify the means to increase ridership, service-revenue, and overall reliability of each mode of service.
- Assess service expansion opportunities and/or restructure existing bus service in both commercial and residential areas to optimize economic growth, while improving the integration with Metrolink, Metro, and other local transit providers.
- Conduct marketing research that will identify perceived strengths and weaknesses of transit services provided, and to serve as a foundation for developing programs to improve service quality.

OBJECTIVES

The primary objectives of this study are to:

- Perform a comprehensive line-by-line review and analysis of the MBL transit system (primarily focused on the fixed route system) with strategies to match ridership demand with the service types and resources within the next five years.
- Improve the efficacy of the fixed-route bus service through effective service integration, operation, and delivery for the next five years that is congruent with the expected growth and development of the MBL service area.
- Obtain a complete statistical picture of the ridership, productivity, and performance of existing MBL route by route segment.
- Identify the strengths and weaknesses of the existing bus service.
- Propose immediate adjustments to the routes and schedules to meet the needs of current and potential transit users (includes recommendations to address overcrowding, directness, convenience) which maximizes the operating effectiveness and efficiency in the allocation of resources.
- Assess on-time performance and identify lines by the time of day in which on-time performance falls below 95%.
- Provide recommendations for restructuring MBL's services to provide greater system operational efficiency, regional connectivity, and meeting unmet transportation needs based on current travel patterns based on but not limited to cell phone data, including a phasing and funding plan.
- Maximize service quality, effectiveness, and productivity within fiscal constraints; yet assessing and recommending improvements to existing funding and budgeting structure.
- Develop a strategic medium-range (five years) plan that details the routes and service frequency necessary to meet anticipated growth within the service area, taking into account the multi-modal integration of bus, light rail, heavy rail, and single-occupant vehicles.

- Provide an assessment of the short term and long term demand for services generated by the Montebello Metrolink Station.
- Obtain recommendations to improve line productivity (passengers/hour).
- Identify new and innovative options to provide local transit services post-COVID-19.
- The Line-By-Line Analysis will include sampling for passenger mile data to meet the Federal Transit Administration's (FTA) requirements for minimum levels of confidence (95 percent) and precision (10 percent) for the Fixed-route, Dial-A-Taxi, and Montebello Link.
- Conduct a community and linguistic needs assessment of the MBL service area and use that data to determine the primary languages spoken by its customers and identify where linguistic clusters exist in the service area.

WORK PLAN

Task 1: Development of Project Work Plan and Schedule

Upon notice to proceed, the Consultant will develop a Work Plan within 30 calendar days to guide, manage, and accomplish the project objectives, which will include an organization chart, task listings, and work descriptions. The Work Plan will outline the required staff roles and responsibilities within an organization chart, sample invoice, progress report template, and other administrative items. It is expected that the selected Consultant will possess a demonstrated ability to manage the development and completion of a cost-effective and efficient COA.

The development of the Work Plan will help to ensure a common understanding of expectations per the scope of work, between the Consultant and the MBL project team. During this initial phase, the Consultant will convene a kick-off meeting with MBL staff to review and discuss the Work Plan approach, tasks, and objectives. At this meeting, MBL and the Consultant will discuss expectations, confirm requirements, and identify key milestone dates. Based on this information, the Consultant will refine the project work plan and schedule. This may include refining the Consultant's proposed performance measures.

As a part of the Work Plan, the Consultant will develop a project schedule that includes all activities, start dates, critical path items, estimated activity durations, product submittal dates, and relationships among work tasks. The schedule must account for up to 15 project team meetings within the 12-15 month project timeline.

Monthly Progress reports will be prepared and submitted by the Consultant to document progress to date, to plan for work in the next monthly period or phase of the project, and to identify critical issues. The project team meetings will be held to include the Consultant's Project Manager and other staff as appropriate. The purpose of these meetings will be to review project status and progress as well as resolve key issues and potential problems. Meeting agendas and minutes will be prepared by the Consultant for submission for review and concurrence from MBL's Project Manager. Minutes will be prepared within five (5) working days of a project meeting. The Consultant will submit meeting minutes to the MBL Project Manager that includes meeting date and time, agenda, sign-in sheet (if applicable), contact information, and a summary of comments that include action items.

Deliverables

- Work plan with key milestones
- Organization chart and responsibilities

Task 2: Outreach Program

To incorporate public participation and guide the COA process in the direction that matches the demands of MBL riders, the Consultant will develop an outreach program to gather survey data regarding what MBL riders need in terms of service plans. The Consultant will draft a public outreach program to ensure that the public engagement process will be engaging, have high turn-outs, and will allow the public to be part of the decision-making process. The Consultant will also work with MBL staff to determine which community stakeholders to interview to gather data for service improvements and recommendations.

Due to the current COVID-19 pandemic, the common forms of public outreach have changed. MBL will rely on the Consultant to determine the most innovative, yet, efficient and effective way to administer surveys, public meetings, and workshops to collect data for this task. The Consultant will work with MBL staff to develop an outreach strategy to meet the needs of the transit agency. Outreach methods include, but are not limited to, on-line surveys and web-based meetings.

This task will gather data on trip origins and destinations; public opinions about safety, reliability, current service, and customer service; barriers to be used on the buses; improvements; demographics; and more. Engagement will be designed to obtain feedback on current services, assess service preferences, and community priorities.

One of the goals of this task is to create a rider profile that includes, but is not limited to, demographic information for the specific service types and lines MBL operates to help guide future marketing campaigns and determine what new commuting patterns and work schedules are needed during and following the COVID-19 pandemic.

The Consultant will ensure that survey materials will be available in English, Spanish, and Chinese. The Consultant will propose a methodology and cost estimate to ensure that sufficient Chinese and Spanish-speaking survey takers are available on routes that predominately serve communities speaking these languages. In some cases, the response rate of certain subpopulations may differ based on their ethnicity and/or ability to speak and write English. In addition, the Consultant will propose a methodology to ensure that these subpopulations are sufficiently sampled and be able to demonstrate that the surveys collected adequately comprise a representative sample for statistical purposes.

Line-by-Line Onboard Ridership Survey: The Consultant will distribute and collect surveys onboard MBL buses and at key transit stops. With input from MBL staff, the Consultant will be responsible for the design, development, and review of the questionnaire and survey. The Consultant will administer the survey, collect, and analyze the data.

Public Workshops and Surveys (2 Public Workshops): A separate survey will also be administered to the non-rider population within the service area. The survey will cover approximately five distinct sub-regions and contain a representative sample size from each of the sub-regions, both to be determined by MBL and the Consultant.

As with the on-board survey, the Consultant will ensure a representative sample is collected; the desired confidence level for the surveys per line is 95% with a precision of $\pm 3\%$. The purpose of these surveys is to understand why public transit is underutilized, better understand travel behaviors, ascertain means of attracting new riders, and grow ridership. Questions from the onboard survey can be used.

The Consultant will lead public workshops to collect input and suggestions for service improvement and recommendations. The Consultant will recommend the best forum to carry out these workshops which can include but are not limited to on-line or web-based meetings.

Study Website: The Consultant will work with MBL staff to create a study website that will be a section or page of the existing MBL website. This site can also be used to conduct surveys or solicit public input for the study.

Customer Experience: The Consultant will provide a evaluate MBL's customer experience and recommend strategies to improve the overall customer experience. The Consultant will explore current communication methods and its overall effectiveness.

Marketing Strategies Study: The Consultant will conduct a study to capture awareness levels regarding transit services as well as transit's social media, information outlets, and branding. The results will also be used to identify appropriate marketing strategies to increase MBL's market penetration.

Deliverables

- Outreach and survey plan for each assigned task.
- An analytical and narrative report highlighting results from each outreach task.
- Identify marketing shortfalls, evaluate customer experience, and make recommendations.

Task 3: Analysis of Current MBL Service Modes

The Consultant will collect and review comprehensive data on the three existing operation service modes; Fixed Route Service, Montebello Link, and Dial-a-Taxi.

Fixed Route Analysis

The Consultant will provide a running time assessment, route-by-route, for each transit trip and analyze this data by route, segment, direction, and time of day. The Consultant will identify segments of routes with either excessive or insufficient run times and provide recommendations to improve the system's on-time reliability and efficiency.

The Consultant will produce a detailed profile for each route that is segmented by direction and time of day. The detailed route profile will include a summary of each aforementioned data type and an analysis of the route's performance in terms of ridership productivity per vehicle hour, and schedule adherence.

The Consultant will collect data concerning boarding, alighting, and timing for each route that will include:

- Summary of boarding and alighting counts by the route and segmented by each time-period.
- Plot boarding and alighting counts on a route profile map for each bus stop on each route.
- Highlighting all trips or segments of trips exceeding current COVID-19 seating capacities.
- Identify peak times per line by weekdays and weekends.

- Identify major passenger generators, noting the impact and duration of any overcrowding.
- Notate all the current route time points.
- Analyze and notate if any trip segment operates more than five (5) minutes late and whether the route makes up and returns to an on-time schedule.
- Note if any trip leaves a time point early and the impact along the route (e.g., did the bus leave subsequent time points early? If not, what caused the bus to get back on time?).

Montebello Link Analysis

The Montebello Link is a rail feeder service providing Metrolink passengers shuttle service to and from the Montebello Metrolink Station. The consultant will conduct a thorough review of the service, to include route design, productivity, on/off the activity by employment site by the trip, and schedule adherence.

The Consultant will design, with MBL staff assistance, a survey to receive input from riders on the origin and destination of their trips, desired improvements in the routes, frequencies and length of usage, demographic characteristics, and other services. The Consultant will be responsible for the distribution and collection of data. The Consultant will compile and analyze data and incorporate results in service change recommendations.

Dial-A-Taxi Analysis

MBL provides a small demand response paratransit service to qualified residents of Montebello. Commenced in June 2007, MBL initiated a new program whereby a local cab company provides all of the City's Dial-A-Taxi service.

The Consultant will design, with MBL staff assistance, a survey to receive input from riders on the origin and destination of their trips, desired improvements in the routes, frequencies, trip purpose, length of usage, fare amount, demographic characteristics, and other services. The Consultant will be responsible for the distribution and collection of data. The Consultant will also evaluate Dial-A-Taxi scheduling, dispatching procedures, and conduct service sampling to include approximately ten unscheduled trips. The Consultant will compile and analyze data, evaluate strengths and weaknesses, and incorporate results into service change recommendations.

Furthermore, the consultant will identify potential partnerships or alternatives such as Lyft or Uber to replace current on-demand services for qualified residents of Montebello.

Deliverables

- Identify MBL's current operational shortfalls and recommend prospective changes.
- Develop a report with descriptive statistics.

Task 4: Analysis of Transfer Points, Fare Structure, MBL Transit Depot, and Layover Zones

The Consultant will provide a complete analysis of MBL's passenger transfer points during the weekday, Saturday, and Sunday service. Sufficient data will be provided to assess transfer patterns and determine potential interlining or other service modifications to improve direct access or transfer convenience.

The Consultant will be responsible for the methodology used to conduct the analysis, tabulation of results, and the transfer matrix preparation. MBL operators will be responsible for the collection of the transfer slips.

Furthermore, the Consultant will provide a complete analysis of the MBL Transit Depot, taking into consideration the completion of the Alameda Corridor-East Project. In addition, an analysis of the Taylor Ranch Park and Ride and Layover Zones during the weekday, Saturday, and Sunday service. It is the Consultant's responsibility to review the efficiency of the operations (boarding, pulling in/out, and layover) and determine best practice designs for future Transit Depots (e.g. Transportation to Metrolink Relocation Project), Park and Ride Lots, and Layover Zones.

Analyze Coordination with Surrounding Service Providers

The Consultant will determine the efficacy of transfers and schedule coordination with other regional providers, including Los Angeles Metro, Metrolink, Norwalk Transit, City of Commerce Transportation, and La Mirada Transit. The Consultant will calculate the system-wide average wait while alighting a Montebello Bus and waiting for another regional transit agency's bus at major transfer points; including but not limited to, the Shops at Montebello, Pico Rivera Towne Center, the Commerce Casino, the Citadel Outlets, and Downtown Los Angeles.

This analysis will also compare ridership of other agency routes that run parallel to MBL routes, and assess the competitiveness of MBL to ensure there is no duplication of service. The comparison of these services will include regional providers and municipally operated or funded shuttles.

Analyze Fare Structure

The consultant will analyze fare types to determine the relationship between fare prices and ridership volumes. The consultant will analyze ridership during Free Fare Days.

The data collected should be compared to transit agencies that provide similar modes of transportation. The consultant will collect and compile data to make recommendations on what MBL should consider.

Transit Accessibility and Safety to Bus Stops

The Consultant will assess pedestrian access/complete street principles and identify first/last mile gaps in service routes. Utilizing GIS, the Consultant will develop rider shed maps of the MBL service area using a 0.5-mile walking path to bus stops. The Consultant will overlay this buffer with population and employment density and areas with the highest density highlighted to understand the number of potential riders best visually within the rider shed. A list of headways for the highest and lowest density areas will be combined in the map. The map and concurrent list will allow us to determine whether MBL is providing consistent service to the highest density areas or whether we are over-serving low-density areas with existing barriers to bus stops.

The Consultant will analyze the customer experience at bus stops for safety. Using the data collected, the Consultant will incorporate results for bus stop improvements.

Analysis of School District Transportation Services

The Consultant will assess the level of service provided by the service area school district's department of transportation, including the historical number of K-12 students riding their district's respective

school buses, compared with the historical number of student riders on MBL. This section will include a graphic that displays low-income schools and districts with low school bus ridership, the proximity of these schools to existing MBL routes, and the potential for MBL to service these locales or potentially eliminate service.

Deliverables

- KPI analysis and recommendations
- Organizational analysis and fare recommendations
- Transfers, Transit Depot, Taylor Ranch Park and Ride, Layover Zones – analysis, statistical indicators, and best practice guides

Task 5: Latent and Future Demand Estimation

The study area will be statistically examined using demographic data on a census basis, to determine the potential for transit ridership. Areas not presently served by transit or marginally served by transit will be emphasized in the analysis. Furthermore, the Consultant will analyze all available data provided by the Southern California Association of Governments (SCAG), the Congestion Management Plan, City Planning Departments, etc., to incorporate planned future growth areas into the future demand estimation and recommendations. The Consultant will be responsible for the collection of available census data, run computer analysis, and mapping of results.

Using the collected data, the Consultant will identify minority routes or those routes with approximately 1/3 of their revenue miles located in a census tract where the percentage minority exceeds the minority population within the service area.

In addition, the Consultant will analyze and identify concentrations of disabled and senior populations in the service area.

Deliverables:

- Service Area Map: will outline the MBL Service Area by City as well as include all of MBL's Routes, Bus Stops, Park and Rides, Layover Zones, and the MBL Transit Depot. The map will include high residential and employment areas, schools, and shopping centers.
- Minority Map: will outline minority populations within the MBL Service Area.
- Low-Income Map: will outline low-income populations within the MBL service area.
- Limited English Proficiency Map: will outline Limited English Proficiency populations.
- Zero Car Household Map: will outline zero car households within the MBL service area.

Task 6: Linguistic Analysis of the Montebello Bus Lines Service Area

MBL seeks a linguistic analysis to identify different ethnic groups and any ethnic clusters within the service area to determine MBL's service area needs relating to public transportation and the associated literature.

Over the past several years, MBL's service area has expanded and become increasingly diverse. Today MBL services large Hispanic and Asian populations, which are expected to increase. MBL currently provides information in English, Spanish, and Chinese.

The need assessment through the linguistic analysis will be evaluated to determine which languages the public information will be translated into to provide the largest benefits to the service area population, and where linguistic clusters exist to target public information.

Deliverables

- Maps and chart of all languages within the service area

TASK 7: System Improvements and Financial Analysis

This task will utilize the data gathered and make recommendations to meet the unmet needs from the outreach and data analysis. This task will also provide a phased plan approach and identify funding opportunities to implement the changes. The recommendations made will be used as part of MBL's Short-Range and Long-Range Transit Plan.

Growing ridership – Coverage vs. Productivity: The Consultant will identify possible network design templates for the MBL service area given current demand levels, trip purposes, population densities, and projected forecasts. This section will consider alternative network design templates to increase ridership via geographic means or productivity gains tailored toward specific customer markets in the San Gabriel Valley and surrounding territories. The Consultant will consider, at a minimum, the following models: trunk/feeder, hub-spoke, and grid. Each of the three models will also include modified options that split the focus between coverage and productivity.

Project Future Ridership: Produce projection of ridership in future years if service hours and routing remain the same given regional population, aging, economic, and highway traffic forecasts. Determine travel patterns based on but not limited to cellphone data, SCAG, Metro, and County of LA models, and assess where MBL service currently complements weekly travel patterns and where MBL can expand service to alleviate congestion and shift mode share. The Consultant will also consider the new work/commute schedules caused by teleworking.

Service Improvements: Suggestions for overall system improvements based on the line-by-line analysis and service area evaluation. Solutions will include improved service via reduced travel times or minimized transfers among the alternatives. All proposals for new routes or modifications to existing routes will be narratively described and supplemented by a map, showing the local street network and proposed modifications. The Consultant will also consider connections to other regional and municipal operators.

Short-Range and Long-Range Service Planning: The Consultant will present a draft of recommended short and long-range changes based on emerging recommendations for route-specific and network-level improvements, ridership projections, costs, phasing, consistency with the service standards and policy guidelines. The short-range service plan will provide recommended improvements and changes based on existing funding for immediate implementation and potential funding for the next five years and ten years. In addition, the Consultant must provide a Title VI report and analysis for the short-range service plan on the disparate impacts burdened by minorities and low-income communities within the service area due to the service change. The Long-range transportation plan will include a road map to become reality with consideration for a future funding source, improvement in technologies, and other resource

constraints. These plans will include a possible phase-in approach to reduce drastic impacts on our riders.

Financial Analysis: The consultant will identify and introduce funding sources from the government and other resources to help allocate funding to support the recommended service improvements. Consultant will identify and examine existing and prospective revenue sources. This task will identify operational costs for fixed-route services, paratransit services, and rail feeder services. The consultant will analyze indirect and direct costs connected with transit services. This includes administrative costs, maintenance costs, and services that have been contracted out to aforesaid modes of service. Each mode of service will be evaluated to optimize the efficiency per service route. The data collected should be compared to transit agencies that provide similar modes of transportation. The consultant will collect and provide recommendations to MBL Staff to decide whether or not transit services should be outsourced or operated internally.

Deliverables

- Travel patterns and ridership projections.
- Line-by-line service improvement recommendations.
- Cost analysis per route
- Identify administrative costs and maintenance cost
- Identify contracted costs
- Comparison analysis with transit agencies of the similar magnitude
- Financial analysis of MBL's service modes, which should include grant opportunities and deadlines.

Final Report and Deliverables

The final report will include an executive summary and the main body of the report will be organized in a logical manner which includes all of the aforementioned tasks and deliverables, and also takes into consideration other findings, assessments, evaluations, conclusions, and strategies uncovered throughout the COA. The Consultant will bind, print, and distribute five hard copies and a PDF Microsoft Word copy of the final report to Montebello Bus Lines.

Data/Graphics Repository

The Consultant will provide all data collected to MBL in a usable and formatted table for MBL's future use. The Consultant will also provide all maps, graphics, and charts used in the report and presentations for MBL's future use. All items provided will be named and/or labeled for easy identification.

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

COMPREHENSIVE OPERATIONAL ANALYSIS

THIS AGREEMENT (“Agreement”) is made and entered into on, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONSULTANT”). CITY and CONSULTANT are sometimes referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to assist CITY in conducting a comprehensive operational analysis of Montebello Bus Lines’ existing transportation service modes; 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

WHEREAS, CONSULTANT responded to CITY’s Request for Proposals dated December 17, 2020 (RFP No. [21-21]), 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 on, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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 Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The Transportation Director 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 Manager.

SECTION 7. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless

within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by 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:

② **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.

② **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.

② **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.

② **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 subcontractor, 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 or interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

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 MANAGER
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 sub consultants, 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

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 21-21

COMPREHENSIVE OPERATIONAL ANALYSIS

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Typed or Printed Name

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Comprehensive Operational Analysis

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____	Name: _____
<i>(Print)</i>	<i>(Print)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)</i>
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
REFERENCES

At Least Three (3) References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

EXHIBIT C**INSURANCE**

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via

certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D
PRICE SUMMARY SHEET

Enter below the proposed price for each task described in the Scope of Work.
Prices shall include direct costs, indirect costs, and profits. The City's intention is to award a firm-fixed-price contract.

TASK 1: Development of Project Work Plan and Schedule	\$ _____
TASK 2: Outreach Program	\$ _____
TASK 3: Analysis of MBL Current Service Modes	\$ _____
TASK 4: Analysis of Transfer Points, MBL Transit Depot, and Layover Zones	\$ _____
TASK 5: Latent and Future Demand Estimation	\$ _____
TASK 6: Linguistic Analysis of the Montebello Bus Lines Service Area	\$ _____
TASK 7: System Improvements and Financial Analysis	\$ _____
TOTAL FIRM-FIXED PRICE	\$ _____

1. I acknowledge receipt of RFP No. 21-21 and Addenda No.(s) _____.
2. This offer shall remain firm for _____ days from the date of the proposal.
(Minimum 120)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

EXHIBIT E**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Award a Professional Services Agreement to WSP, USA Inc., for Transit Safety and Security Consulting Services, Request For Proposal No. 20-17**

DATE: December 16, 2020

RECOMMENDATION

It is recommended 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.

BACKGROUND

On October 15, 2020, Montebello Bus Lines (MBL) published the Transit Safety and Security Consulting Services ("Project") Request for Proposal (RFP), No.20-17. The RFP was developed to ensure that the successful bidder will demonstrate the ability to assess and develop a comprehensive transit safety and security program for MBL.

The overall objective of this Project was to select a consultant that will design and develop MBL's Transit Safety and Security Program (Plan) to substantially increase the effectiveness of the agency's security profile.

Using PlanetBids.com, Transittalent.com, and The Wave publication, the City posted RFP No. 20-17. Potential proposers were instructed to submit requests for clarification, comments, and questions by October 29, 2020. The corresponding answers were published using the City's advertising platform, PlanetBids.com.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**AWARD A PROFESSIONAL SERVICES AGREEMENT TO WSP, USA INC., FOR
TRANSIT SAFETY AND SECURITY CONSULTING SERVICES, REQUEST FOR
PROPOSAL NO. 20-17**

Page 2 of 3

ANALYSIS

The selected consultant will develop a project schedule with the MBL Project Manager. MBL is anticipating a four (4) month timeline. All proposals were due Thursday, November 19, 2020. MBL received two (2) responsive proposals. Below is the total participation rate for the RFP:

RFP Participation	
Views	28
Downloads	25
Participation	2
8% Participation Rate	

On November 24, 2020, the Evaluation Committee, comprised of three Transit Employees and one Montebello Police Department Employee, met to evaluate both proposals. The Committee was asked to rate the Proposals using various criteria, related to the specific scope of work:

<u>Qualitative Considerations</u>		
1	Work Plan	10%
2	Technical Approach	45%
3	Qualifications and Experience	30%
4	Quality of Proposed Personnel	15%
Total		100%

Total scores were then determined, based on the above rating criteria. The results of the proposals and review panel scores are as follows:

Consultant	Proposed Cost	Panel Score
WSP USA Inc.	\$97,989	88.13%
Guidepost Solution LLC	\$86,064	81.33%

WSP USA Inc. best demonstrated in their proposal the capabilities required to assess the vulnerability of the agency's current security system and develop a strategic program for the deployment of a uniformed transit security system with senior management oversight. MBL is recommending the adoption of their proposal to establish a cohesive and effective security perimeter for all agency stakeholders, services, and locations.

WSP USA Inc. was selected over the competitor, Guidepost Solution LLC, based upon a review of the qualitative attributes (work plan, technical approach, experience and

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
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qualifications, and quality of proposed personnel) presented in their proposal. Despite WSP USA Inc. proposing a higher cost of service, the higher cost is offset by the presentation of a larger team with extensive transit experience and expertise deemed most advantageous to MBL.

FISCAL IMPACT

On December 1, 2020, after discussions with Staff, WSP, USA Inc. submitted their best value contract pricing. The total project cost decreased due to a reduction in travel expenses and consultant work-hours. MBL determined that specific trainings, meetings, and workshops can be conducted virtually, reducing the cost of travel. In addition, MBL recently adopted a FTA compliant System Safety Plan, reducing the need for consultant work-hours.

The total project cost is \$97,989, and funding for this project will be allocated from Fiscal Year 2020-21 Transit Operation – Contract Services – Outside Contract, account 600-90-910-6040.10. Sufficient appropriations exist in this account and therefore, no amendment is necessary.

SUMMARY

Staff is recommending that the City Council award a Professional Services Agreement to WSP, USA Inc. for Transit Safety and Security Consulting Services, RFP No. 20-17. The total project cost is not to exceed ninety-seven thousand, nine hundred eighty-nine dollars (\$97,989); authorize the City Manager to take action necessary to execute and finalize a contract on behalf of the City and; direct staff to take such additional, and related, action that may be desirable.

ATTACHMENTS

- Attachment A: Draft Agreement
- Attachment B: Request for Proposal (RFP), No. 20-17
- Attachment C: WSP USA Inc. Proposal
- Attachment D: Price Sheet

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
WSP USA INC.

THIS AGREEMENT ("Agreement") is made and entered into on December 16, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and WSP USA Inc. (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 by designing and developing a Transit Safety and Security Program; 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

WHEREAS, CONSULTANT responded to CITY's Request for Proposals dated October 15, 2020 (RFP No. 20-17), 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 "B"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

B. CONSULTANT shall be compensated a sum not-to-exceed **ninety-seven thousand, nine hundred eighty-nine dollars and ten cents (\$97,989.10)** (the "Maximum Compensation") for performance of the Professional Services as set forth in the Price Sheet attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to CITY 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 upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by CONSULTANT within sixty (60) 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.

SECTION 2. TERM.

This Agreement shall commence on December 16, 2020 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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 Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The Transportation Director 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 Manager.

SECTION 7. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by 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 be 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 if 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 full 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:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Young-Gi Kim Harabedian, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
YKimHarabedian@cityofmontebello.com

If to Consultant: WSP USA Inc.
Attn: Christopher Peters, Regional President
444 South Flower Street Suite 800
Los Angeles, CA 90071
(503) 478-2838

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.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

City of Montebello
("CITY")

WSP USA Inc.
("CONSULTANT")

René Bobadilla, City Manager

Christopher Peters, Regional President

Date:

Date:

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT B

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 20-17



Transit Safety and Security Consultant Services

October 15th, 2020

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://www.planetbids.com/portal>

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Introduction/ Background

Montebello Bus Lines' (MBL) transit system is a regional asset that requires regional cooperation and coordination to ensure it operates safely and securely. It is essential that this assessment include collaboration with relevant stakeholders; including law enforcement, jurisdictional partners and governing entities. MBL's transit system consists of 35-40ft buses (including three electric buses); thirty-six hybrid and twenty-seven Compress Natural Gas (CNG) buses, one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs.

The consultant will work with MBL and its law enforcement and jurisdictional partners to establish a plan to keep the MBL transit system safe and secure. The consultant will develop objectives and strategies to achieve that plan. The successful Proposer will be required to comply with Equal Employment Opportunity laws and all applicable federal, state and local laws, and requirements. The City hereby notifies all Contractors/Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funding provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

The City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: October 15th, 2020
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-17
TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

TRANSIT SAFETY AND SECURITY CONSULTING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite Proposals from qualified and experienced consultants ("Proposers") to provide the Montebello Bus Lines (MBL) with Transit Safety and Security Consulting Services.

All correspondence, communications and contact in regard to any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable].

Name: Rohan Anderson
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Montebello department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by Thursday, November 19th, 2020, 3:00 PM Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Montebello hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Montebello reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent

permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City of Montebello Department of Transportation is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on Montebello Transit System's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Young- Gi Kim Harabedian
Title: Director of Transportation
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625
Fax Number: (323) 887-4643
E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

- | | |
|---|---------------------------------------|
| 1. Thursday, October 15 th , 2020 | REQUEST FOR PROPOSAL (RFP) RELEASE |
| 2. Thursday, October 29 th , 2020 | LAST DAY FOR SUBMISSIONS OF QUESTIONS |
| 3. Monday, November 9 th , 2020 | ANSWERS TO QUESTIONS |
| 4. Thursday, November 19 th , 2020 | PROPOSAL DUE DATE BY 3:00 PM PST |
| 5. Week of November 30 th , 2020 | PRESENTATIONS & INTENT TO AWARD |

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 6	
2	Letter of Transmittal	Page # 29	
3	Licensing, Permits, Certificates, and Taxes	Page # 9	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
6	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	
	OPTIONAL ITEMS		
7	Requests for exceptions or deviations.	Page # 7	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, November 19, 2020.**

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers, if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Montebello. Any and all alternate Proposals must be submitted in writing and included with the original Proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the PlanetBids web page.

All questions, clarifications or comments must be submitted to or no later than 3:00pm, Thursday, October 29th, 2020. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. Certified letter is to be included in the Proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility

of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-Consultants of successful Proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.

2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days prior to the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONSULTANT, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONSULTANT and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within sixty (60) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MBL shall pay the CONSULTANT his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the CONSULTANT a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the CONSULTANT breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. CONSULTANT shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

CONSULTANT shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the CONSULTANT provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Rohan Anderson,
Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Technical proposals will be reviewed and scored first without consideration for price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During

the technical evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the technical and cost/price proposals have been evaluated and scored, the committee will arrive at a “comprehensive proposal score” for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

If the committee determined it to be necessary, it may then conduct interviews and negotiations with short-listed Proposers. As no other interview dates are available. Proposers who are unable to attend their interview as scheduled may be eliminated from further participation. The interview may consist of a short presentation by the Proposer after which MBL may ask questions and/or request clarification related to any element of a proposal and its qualifications. MBL may also enter negotiations with the Proposer.

At the conclusion of interviews and negotiations, the evaluation committee may choose to proceed using one of the following processes:

The committee may find it necessary to re-score the proposals in light of information gained during the interviews and negotiations process. The proposals will be scored in the same manner as the original proposals.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO’s will be scored in the same manner as the original proposals.

After the BAFO’s are evaluated and scored, the evaluation committee may recommend a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offers(s) are the most advantageous to MBL.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal. (P/F)
- Proposer has demonstrated at least 5 years of transit safety and security development experience. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on security project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation:

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

A. Work Plan

Evaluators will award higher points to a work plan that clearly demonstrates that the proposer is likely to meet or exceed the performance requirement set forth in the Scope of Work. The proposer's ability to provide responsive service, to respond to contingencies and emergencies, and to provide a high level of professionalism will also be evaluated. The highest points will be awarded to the most comprehensive and detailed work plans that are most likely to exceed minimum performance expectations.

B. Qualifications and Experience of the Firm and Management Team

Technical experience in performing work of a similar nature; working with public agencies, particularly transit agencies; strength and stability of the firm or management personnel and ability to demonstrate outstanding connections with all advertisers; strength, stability experience and technical competence of sub-consultants; assessment by the client references with demonstrates success in providing similar services, and demonstrated successful past performance with other clients

Qualifications of proposed staff, particularly key personnel and the responsible management team, will be evaluated. Key personnel, including project manager and applicable sub-consultants, shall also have a minimum of five (5) years' experience. Evaluators will consider the resumes of all key personnel. Staff turnover and other factors which may impact services will be factored into the score. Language should be included in the proposal detailing how Proposer will react to unanticipated staffing changes.

SECTION 2 – SCOPE OF WORK

The City of Montebello, Montebello Bus Lines (MBL), is requesting proposals from qualified, responsive consultants to assess and develop a comprehensive transit safety and security program. MBL seeks to conduct an in-depth review of the current security and policing strategy and develop a new industry standard program. The consultant will assess the vulnerability of the agency's bus system and all transit facilities and locations, review current security policy and procedures with recommended revisions, and develop a standardized security program for the agency.

The primary goal of the MBL Transit Safety and Security Program (Plan) is to substantially increase the effectiveness of the agency's security profile. This will be accomplished through the identification of the agency's security weaknesses, and the deployment of a uniformed transit policing system with senior management oversight. The adoption of this program will establish a cohesive and effective security perimeter for all agency stakeholders, services, and locations. Furthermore, the plan will address long-term system compatibility and the growing demand on the agency related to security awareness and resource allocation.

The final safety and security plan will incorporate the following investigative and documentary elements:

- A. Site survey and security vulnerability assessment at all agency/transit locations and service points.
- B. Vulnerability definition, categorization, and prioritization to establish long-term security goals and objectives.
- C. Security review and integration.
- D. Data collection and interviews with the Director of Transportation, Division Heads, Management Staff, and Transit Police Personnel.
- E. Security – level threat classifications for all agency locations and services.
- F. External environment scan to identify new and relevant security-related technologies.
- G. Security program training to include a train-the-trainer program to ensure internal system training availability.

MBL SAFETY AND SECURITY PROGRAM TOPIC OUTLINE

I. Executive Summary

II. Montebello Bus Lines Safety and Security Program Purpose Statement

III. Introduction

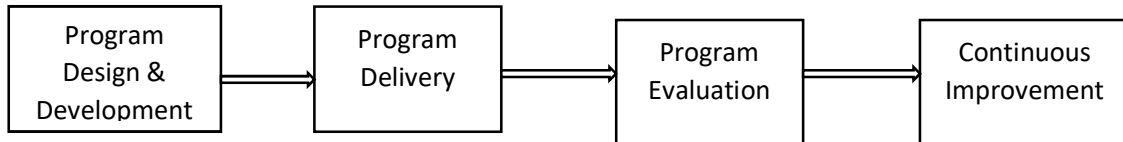
- A. MBL Security Goals and Objectives
- B. Plan Statement of Scope
- C. Plan Timeline
- D. Plan Responsibilities and Accountabilities
- E. Plan Outsource Assignments and Cost Forecasts by Phase / Element

IV. Tasks

The Consultant will complete the following tasks, including but not limited to:

- A. System and Site Surveys / Interviews Vulnerability Assessments.
 - 1) System/Site Survey and Premises Inspection Vulnerability Assessments.
 - 2) Transit Police Survey and Capability Assessment.
 - 3) Reports and Recommendations.
- B. Develop a Scope of Work for transit security services (Interdepartmental – Police Dept., contracted vendor(s), or hybrid.
 - 1) Assess and develop the agency's existing security policies and procedures.
 - 2) Increase transparency and accountability between the agency and transit security service provider.
 - 3) Assess funding allocation and budgetary constraint.
 - 4) Reports and recommendations.
- C. Develop a security training component in the Safety and Security Program for transit employees to utilize industry standards and best practices. The training plan will identify security sensitive employees, training record documentation and retention, and a training cycle.
 - 1) Develop security orientation and awareness training materials to be presented to security sensitive positions and/or all employees.
 - 2) Develop continuous training content for security and emergency procedures by work functions and responsibilities.

- 3) Create a training and awareness module to meet necessary local, state, and federal requirements for local first responders.



EXISTING SECURITY PROGRAM INTEGRITY ASSESSMENT

The Consultant will assess MBL's safety and security functionalities in the following assigned areas to determine how improvements should be implemented.

Transit Facility

The Consultant will deliver a comprehensive security report that addresses the security risk based requirements of the property. The assessment should include the following:

- A. A security threat assessment which will:
 - 1) Identify security related threats from internal and external sources for during and after operating hours,
 - 2) Crime analysis,
 - 3) Identification of critical assets and pair most likely threats to identify security scenarios on which to base the security program,
 - 4) Analyze vulnerabilities; assess impacts of threat scenarios,
 - 5) Identify actions that mitigate risk, and provide an analysis of mitigation actions.
- B. A review of security staffing models and staffing levels at the site.
- C. An analysis of the site incident reports for the past two years.
- D. A physical evaluation of the site during and after operating hours.
- E. A physical evaluation of areas surrounding the buildings including loading docks, service areas, public areas, parking lots.
- F. The City's current security related policies and procedures.
- G. The City's current transit security training.
- H. The City's security related emergency response documents.
- I. The City's mass notification capabilities.

The Consultant will deliver a Security Risk Assessment/Mitigation Plan and cost estimate analysis which will provide recommendations for:

- 1) Technical and physical security measures to mitigate or reduce risk to staff, information and City assets.
- 2) Security Awareness Programs intended to reduce victim assisted crimes.
- 3) Modifications to existing policies and procedures as appropriate.
- 4) Initial incident response measures for security driven events.
- 5) Phased implementation strategies with detailed security design cost estimates for recommended measures.

Fixed Bus Route(s)

The Consultant will perform a comprehensive assessment of MBL's fixed route system and develop applicable recommendations based on the review. The recommendations should include all aspects of security including strategy, personnel, procedures, training, and policies. The assessment will include, but not limited to the following elements:

- A. Security strategy assessment
 - 1) Review strategic security plan.
 - Risk-based deployment based on data and understanding of the system.
 - Community policing focus appropriate for transit environment.
 - 2) Review safety and emergency management plans and policies.
 - 3) Understanding usage of available data.
 - Centralized crime reporting database with defined access/users.
 - Trends inform security deployment and strategy.
 - Data collection and analysis.
 - Data ownership and sharing.
- B. Personnel structure and deployment assessment
 - 1) Security personnel structure (Inclusive of MBL Employees, Law Enforcement, and Contract Personnel).
 - Clearly defined roles and responsibilities.
 - a. Determine legal authority of each entity.
 - b. Ensure all personnel are clear on direction and objectives.
 - c. Determine staffing levels and responsibilities for each entity necessary to implement the security strategy – by shift and location.
 - Law enforcement response policies.
 - Command structure.
 - Standard high-visibility uniform and equipment for all security personnel.
 - Training.
 - 2) Personnel deployment (Inclusive of MBL Employees, Law Enforcement, and Contract Personnel).
 - Base deployment strategies.
 - Develop appropriate staffing requirements.
 - Address jurisdictional boundaries.
- C. Coordination and communication assessment
 - 1) Communication protocols and training.
 - MBL internal.
 - Between partners.
 - Media relations and external customers.
 - 2) Data collection, reporting, and sharing.
 - 3) Relationships.
 - Relationship between MBL and partners.
 - Identify conflicts.
 - Achieve a united front focused on improving security.
 - 4) Contracts with each law enforcement jurisdiction and security provider.

- Appropriate staffing requirements for each jurisdiction.
 - Performance requirements including response procedures.
 - Appropriate oversight/supervision.
 - Data sharing.
 - Deployment coordination.
- D. Policy and procedure assessment
- 1) Define authority and use-of-force policies.
 - 2) Standard operating procedures.
 - 3) Internal affairs complaint/function review process.
 - 4) Fare enforcement and evasion policies.
 - Clear legal authorization for fare enforcement in each civil jurisdiction.
 - Clear and consistent fare enforcement policies that ensure all customers are treated fairly.
 - Signage clearly stating fare policies.
 - Provide training/emphasize de-escalation.
 - 5) Passenger code of conduct.
 - Updated code of conduct consistently on vehicles, stops, stations, and public buildings.
 - Enforce code of conduct by civil penalty or arrest.
 - All transit security and MBL personnel will know the code and receive training in appropriate enforcement methods.

The Consultant will assess MBL's existing communication protocols for security, safety, and emergency management and make recommendations. This protocol should include, but is not limited to:

- A. Emergency communication procedures
 - 1) Chain of command
 - 2) Central communication hub
- B. Media communication
- C. Customer alerts

MetroLink Station

The Consultant will gather and analyze the following type of station-specific data:

- A. Crime statistics and trends related to the station and surrounding area.
- B. Effectiveness of current safety and security enforcement and policies.
- C. Safety and security policies and procedures, authority, responsibilities and cooperation/coordination across jurisdictional boundaries.
- D. Institutional relationships/partnerships and their impact/influence on safety and security.
- E. Physical structure and characteristics station assessment including ticketing and station access, lighting, signage, fencing, etc., and their impact on safety and security.
- F. Electronic risk assessment including communication and camera system.
- G. Security staffing levels and training including comparisons across all jurisdictions.

The Consultant should document the above gathered information and use to prepare a risk, threat and vulnerability assessment:

- A. Assessment should include a discussion of gaps that are currently reported, strengths and weaknesses of the MetroLink station.
- B. A prioritized list and discussion of the vulnerabilities that currently exist.
- C. The assessment will create the framework for recommendations.
 - 1) A statement of safety and security goals, objectives, and performance measures.
 - 2) Improvements should include areas of surveillance, access control, environmental design, infrastructure, security staff and policing resources, and public awareness.
 - 3) An implementation plan that itemizes and prioritizes recommendations. In addition, the plan will illustrate timelines and responsible parties.

PLACE OF PERFORMANCE

MBL Headquarters- 400 S. Taylor Ave, Montebello CA 90640;

OTHER REQUIREMENTS

Consultant must abide by all MBL security, traffic and parking rules and regulations while working at any MBL property. If MBL issues a parking pass, the Consultant must display it on their vehicle as required at all times while on any MBL property and return it when instructed to do so.

- COVID-19 Requirements
 - o Face covering is required at all time in working areas.
 - o Follow CDC and local government requirements.

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The Consultant shall possess the capability and expertise required to complete the following tasks:

- A. Conduct a resourceful in-depth examination of MBL's existing physical, operational, and programmatic environment.
- B. Provide specialized knowledge of the transit environment including infrastructure, mechanical, operational, and regulatory expertise to create effective safety and security solutions.
- C. Complete quantitative and qualitative research and analysis to review transit design, statistical trends, historical information, industry case studies, and modern technologies.
- D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update a variety of long and short-range plans designed to identify hazards and prevent, mitigate, and eliminate risks.
- E. Design traditional and multimedia content including policy documents, manuals, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.
- F. Organize, implement, evaluate, and manage a comprehensive variety of projects, operations, events, and training programs.
- G. Contribute unique and creative solutions to advance the safety and security culture of MBL and the general public.
- H. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with safety and security programs.

- I. Demonstrate strong communication and coordination skills with MBL staff and outside parties in a constructive solution-focused style.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. Firm must have a minimum of five to ten years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope of the MBL.
- E. Licensed to do business in the State of California.
- F. Certifications (if required)
- G. Experience with projects of similar size and scope.
- H. Experience with agencies of similar size and scope as MBL.
- I. Financial capacity.

SECTION 4 – FORM OF CONTRACT (SAMPLE)

SERVICE AGREEMENT FOR

MONTEBELLO BUS LINES (MBL) TRANSIT SAFETY AND SECURITY CONSULTANT SERVICES (City of Montebello)

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this.....day of.....2020 (“Effective Date”), by and between the City of Montebello, a municipal corporation (“CITY”) and....., a California Corporation (“CONSULTANT”).

RECITALS

- A. CITY 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. CONSULTANT is a corporation duly organized and doing business in the State of California. CONSULTANT represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.
- C. CITY seeks to procure CONSULTANT, and CONSULTANT seeks to provide to the CITY, equipment, goods and services necessary for the **TRANSIT SAFETY AND SECURITY CONSULTANT SERVICES** (“Project”) as further described in RFP No. **20-17**.

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

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, 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 CONSULTANT

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

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the CITY agrees to pay and the CONSULTANT agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated _____, 2020 ("Compensation"). The total amount of the compensation shall not exceed the sum of _____ dollars (\$_____). CITY shall pay CONSULTANT upon thirty (30) days of receipt of invoice and full acceptance of product and services by the CITY.

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

ARTICLE IV. Completion of Work

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

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

ARTICLE V. Ownership of Written Products

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

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

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

ARTICLE VIII. Compliance with State and Local Laws

CONSULTANT 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 CONSULTANT, 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.

CONSULTANT 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 CITY. CONSULTANT shall be responsible for payment of all employees' and SUB-CONSULTANT's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONSULTANT shall indemnify and hold harmless the CITY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

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

ARTICLE X. Insurance

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

ARTICLE XI. Authorization by CONSULTANT

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

ARTICLE XII. Termination

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

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

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

The CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

This Agreement shall expire upon full payment of the Compensation by the CITY to CONSULTANT.

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

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, wither 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-CONSULTANT, delegatee, 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, delegatee or SUB-CONSULTANTS. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-consultant, 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-consultants and applicants are employed,

ARTICLE XX. Effective Date

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 2020

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF MONTEBELLO

By:
René Bobadilla
City Manager

ATTEST:

By:
Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

INSERT CONTRACTOR NAME HERE

By:
City Attorney

By:
Name:

By:
Name:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

SECTION 5 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-17

TRANSIT SAFETY AND SECURITY CONSULTING SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

Indemnitor(s): _____

Name: _____ Name: _____
 (Print) (Print)

By: _____ By: _____
 (Signature) (Signature)

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

At Least Three (3) References

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

EXHIBIT C
INSURANCE

Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
- F. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D
CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
RFP No. 20-17
Transit Safety and Security Consultant Services
COST PROPOSAL SHEET

	<u>Hourly Rate</u>	<u>Total Number of Hours</u>	<u>Guaranteed Not-To-Exceed Amount</u>
Cost of Needs			
Cost of Needs			
Cost of Needs			
TOTAL COST			

List other costs/fees:

DescriptionCost/Fees

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature:	Date:
Print Name & Title:	
Business Name:	
Address:	
City, State, Zip:	
Phone Number:	Fax:
E-mail Address:	

EXHIBIT E**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)



REQUEST FOR PROPOSAL (RFP) NO. 20-17

TRANSIT SAFETY AND SECURITY CONSULTING SERVICES



WSP USA

wsp.com





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November 19, 2020

Rohan Anderson, Management Analyst
Company
400 S. Taylor Avenue
Montebello, CA 90640

Dear Sir/Madam:

WSP USA Inc. (WSP) is excited to submit this proposal for Transit Safety and Security Consulting Services to the City of Montebello and Montebello Bus Lines. Transit systems need to adapt to their changing environment and provide safety and security solutions in the face of changing ridership and scarce resources. Understanding the safety and security implications of this project, we understand that today's decisions will have an impact for years to come. Many variables need to be analyzed and accounted for when it comes to a transportation system; incidents may be accidental, natural, criminal or terrorist induced, with each aspect able to manifest itself in a unique way for any region or community.

With WSP's knowledge and experience, we provide an approach where safety, security and emergency management meet to mitigate hazards and vulnerabilities. WSP has provided assistance to transit and bus agencies around the world to develop and implement strategic safety, security and emergency management plans and programs. Our experienced team has provided transit agencies of all sizes with security consulting services including: threat and vulnerability assessments (TVAs); safety and security strategies and plans; security force implementation; training for transit employees and partners; and implementation of security design, processes and procedures.

The WSP team has worked at every level of transit organizations to implement effective security strategies for transit systems like Fresno Area Express (FAX), Pierce Transit, San Bernardino County Transportation Authority (SBCTA), Sound Transit, Lane Transit District, Los Angeles Metro, and many other bus and multi-model transit systems of all sizes. Our team features staff with multi-modal and law enforcement experience who understand the security challenges that our region faces in managing and operating safe and secure transportation services. Our nationally recognized experts have successfully supported a wide range of transit security processes. Our objective is to cover all bases when it comes to safety and security, which means we offer prevention, protection and in the occurrence of any event, response and recovery. The WSP team offers unparalleled capability and is the right team for this project with:



Nationally recognized expert staff, as demonstrated through the American Public Transportation Association's (APTA's) selection of our project manager, Lurae Stuart, for drafting transit security standards, specifically the security risk assessment methodology. Lurae developed the methodology for assessing security risk in transit as part of the APTA Security Standards program, which is funded and approved by the Transit Security Administration (TSA).



A flexible strategic security assessment framework that ensures the assessment is scaled and customized for Montebello Bus Lines (MBL) and the City of Montebello. We will assess each element of the transit system based specifically on the local security risk tolerance. This approach allows project stakeholders to determine the level of tolerable security risk and does not depend on a generic "one-size-fits-all" approach. Our assessment methodology, supported by TSA, is based on internationally recognized security risk principles—a valuable differentiator from the modified safety analysis approach provided by traditional security consulting firms. Our approach includes a capabilities assessment of the local security and emergency resources and resulting ability to respond to incidents.



Proven security approach successfully delivers results, as indicated by agencies such as St. Louis Metro, Community Transit, Fresno Area Express and many other agencies that have found our approach to safety and security management allows them to focus their limited resources to reduce risk, resulting in safer systems for their passengers, employees and the public.



Local and national experts dedicated to providing robust, effective security services that align with Montebello's commitment to creating a safe and secure transit environment. The WSP team's strong established partnership with bus and transit providers in the Los Angeles region provides a



unique opportunity to execute this contract to the highest degree of efficiency and collaboration by blending local knowledge with national best practices and experience.

We strive to help our clients in building a strong safety and security culture based on knowledge, compliance and constant improvement. The WSP team is very excited about the opportunity to partner with City of Montebello and Montebello Bus Lines and its partners to advance such an important initiative.

We commit this submittal for a minimum of 90 calendar days from the proposal opening. We can meet the insurance requirements in the RFP. The insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should our firm be awarded a contract pursuant to this RFP. We are appropriately licensed in accordance with the laws of the State of California for the work to be performed. We understand the cost for any required licenses and/or permits shall be our responsibility and that we are liable for any and all taxes due as a result of the contract.

I can be reached at (714) 564-2782 or via email at Chris.Peters@wsp.com. Our Project Manager, Lurae Stuart, can be reached at (240)888-1667 or via email at Lurae.Stuart@wsp.com.

Respectfully submitted,

WSP USA Inc.

Christopher Peters
Regional President

Lurae Stuart
Project Manager

Company Name	WSP USA, Inc.
Name of Proposer initialing document (print)	Lurae Stuart
Email address of Company Contact	Lurae.Stuart@wsp.com
Signature	
Title	Assistant Vice President
Date	November 19, 2020

	Description	Section/Page	Proposer Shall Initial Here
1	Proposal	Page #6	LS
2	Letter of Transmittal	Page #29	LS
3	Licensing, Permits, Certificates, and Taxes	Page #9	LS
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	LS
5	References	Exhibit B	LS
6	Insurance	Exhibit C	LS
7	Cost Proposal Sheet	Exhibit D	LS
6	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	LS
	Optional Items		
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1. WORK PLAN

1.1. PROJECT MANAGEMENT AND COORDINATION

WSP Project Manager Lurae Stuart will establish project management protocols and set the project schedule to meet the requirements of the specified scope of work. Lurae will communicate with project staff to confirm work is proceeding efficiently and on-schedule, provide feedback on the work plan and deliverables, and confirm that critical path milestones requiring team interaction are identified and coordinated.

Upon receiving notice to proceed (NTP), the team will initiate project management activities, confirm critical aspects of the project control process, and begin maintaining and tracking the following:

- Progress of the work
- Status of coordination with the Montebello Bus Lines (MBL) project manager and other partners
- Quality assurance/quality control (QA/QC)
- Delineation of internal and external lines of communication
- Scheduling of activities and deliverables

WHY LURAE STUART?

- Primary author for the draft *Security Risk Methodology* standard in process as part of APTA Standards Development Program sponsored by TSA.
- Experienced in balancing operation requirements and security risk.
- Expert in security risk assessment and evaluation providing services nationwide for multi-modal transit agencies.
- Recognized in the U.S. and internationally for her safety and security risk expertise for bus, heavy and light rail.

WSP's approach to project management will also position WSP for responding efficiently and effectively to contingencies and emergencies that may arise. For instance, the project manager will identify a task lead for each major task item and, drawing from our deep and extensive national bench, also identify a qualified, secondary support person who can pick-up the work in the event of an unforeseen and unanticipated staff change. Lurae will also regularly involve her deputy project manager, Stephanie Sprague, in project activities so that she is familiar with progress and able to step in as needed.

WSP anticipates several trips to perform elements of the project scope, for interviews, site survey, training and workshops, as allowed by COVID-19 precautions. All travel will be coordinated with MBL to confirm staff availability, as needed, and provide for maximum benefit from the travel.

1.1.1. COVID-19 PROTOCOL

WSP has for years successfully fostered remote work capabilities and enhanced our information technology structure to support remote work. Thus, WSP has successfully utilized multiple online platforms to conduct virtual meetings, site visits and training sessions during the COVID-19 pandemic. WSP will leverage these remote capabilities, as needed, to support the MBL security work scope. Although WSP anticipates travel and on-site activities, the current conditions highlight the need for secondary strategies to successfully complete work.

Using Google mapping street views, for example, WSP staff have performed route evaluations for safety and security to highlight vulnerabilities and hazards indicated along bus routes. Additionally, WSP has successfully executed virtual site surveys by coordinating with client on-site personnel and virtual video software to perform a site visit. This was accomplished by the use of mobile devices providing the window for remote WSP to review the facility as if they were in-person. Similarly, we have held threat and vulnerability assessments (TVA) and transit security and police deployment workshops virtually, sharing documents and discussion through the use of the virtual platforms.

While not ideal, these virtual activities, combined with close coordination with the client, produced effective results that minimized COVID-19 risks to all involved.

Further, WSP has implemented a company-wide COVID-19 protocols and implemented mobile application to provide information about their potential exposure and promptly receive guidance about appropriate steps to protect fellow staff and clients.

1.1.2. PROJECT KICK-OFF AND MEETINGS

After NTP, WSP will schedule a kick-off meeting with MBL and partners, as determined by MBL. We will confer with MBL to determine if the kick-off meeting will occur virtually or in person. If the meeting is virtual, WSP would request the meeting within 7 days of NTP. Alternatively, an in-person kick off meeting could be held in conjunction with an on-site trip to evaluate site conditions. The meeting will be devoted to exchanging information about accomplishing the scope of work, refining details related to schedule and critical path activities, and defining the approach to the MBL safety and security program assessment and development. A key objective of the meeting will be to clarify the goals and objectives of both the project and the resultant safety and security program of the system.

After project kick-off, WSP anticipates attending and participating in periodic virtual project progress meetings with MBL and other partners, as appropriate and determined by MBL. The purpose of project progress meetings is to report on the status of key tasks and deliverables, track progress and document resolution of action items, and complete a look ahead of upcoming activities based on the schedule.

WSP will request supplemental virtual technical meetings as-needed with MBL and other partners for technical consultation and feedback.

The majority of project meetings are anticipated to be virtual, to save time and money for the project work. WSP will be responsible for preparing meeting agendas to be distributed to the project team upon approval from the MBL project manager. WSP will also provide meeting minutes to the MBL project manager for after the meetings that summarize meeting discussion and action items.

1.1.3. PROJECT SCHEDULING AND TRACKING

The WSP team will prepare a project schedule in coordination with the MBL project manager for approval prior to the start of the tasks. The schedule will adhere to the three-month timeline indicated in proposal documents. The schedule will show tasks and subtasks, the relationship between tasks, milestone deliverables, and include monthly updates if there are any schedule impacts. The project schedule will be shared with the MBL project manager and integrated with the project planning activities. Any updates to the schedule will be included with the monthly invoice and project updates. WSP recognizes that COVID-19 has impacted some projects, requiring flexibility as client staff have multiple responsibilities to manage activities. We are capable of adjusting meetings and schedules to respond to any MBL needs.

1.1.4. QUALITY ASSURANCE/QUALITY CONTROL

WSP is committed to quality management and has demonstrated this commitment by achieving and maintaining ISO 9001:2000 certification. The MBL safety and security project will be fully compliant with the applicable regulations, policies, FTA and TSA security guidance, American Public Transportation Association (APTA) security standards and other industry standards. WSP provides independent quality reviews of all deliverables, conducted by someone who was not the original author of the deliverable, and confirms review comments have been addressed. Our QA/QC lead, Stephanie Sprague, will oversee the implementation and documentation of these procedures.

WHY STEPHANIE SPRAGUE?

Our QA/QC lead, Stephanie Sprague, is a member of WSP's national Project Delivery Quality Team, providing standardized QA/QC guidance and training to the company. Her role on this project will be to provide quality control reviews of deliverables. Stephanie understands that our role is to minimize our "footprint" on your review time by providing thoroughly-reviewed, high-quality draft and final deliverables.



1.1.5. PROJECT REPORTING AND INVOICING

Our team will prepare a monthly progress report documenting activities completed in the prior month, upcoming activities, key issues/challenges and recommendations for addressing challenges, as applicable. The report will also track key issues and potential risks to project scope, schedule and budget. The progress report will include an invoice consistent with a format approved by the MBL and referencing the respective purchase order number.

1.2. TECHNICAL WORK PLAN

The MBL Safety and Security RFP requests a security assessment and recommendations to include all the MBL bus routes, transit facilities and the Montebello/ Commerce Metrolink station. WSP has provided security assessments for many transit systems of all sizes and modes, such as Fresno Area Express and Sound Transit, and including developing security services scope of work, assessing security-related technologies, and providing training. As part of the MBL safety and security assessment, WSP will gather and analyze data and information, talk with stakeholders involved in the system security and assess current threats and system vulnerabilities. These task elements will evaluate the existing security program integrity and inform the development of the MBL Safety and Security Program Plan.

1.2.1. SITE SURVEY

The first step of any security assessment is to understand the existing conditions of the system elements being evaluated. WSP will inventory all MBL assets, inclusive of physical and electronic elements, processes and procedures, staffing allocation, and relationships with partners. The existing conditions assessment will cover the transit facilities, fixed bus routes, and connections to the Montebello/Commerce Metrolink station. The WSP team will review the existing delineation of roles and responsibilities to evaluate potential gaps, overlaps or conflicts. The evaluation will include a review of roles and responsibilities both internal to MBL and the City of Montebello, and external partners.

It is critical for an effective assessment that the system definition be comprehensive. WSP will develop the inventory using existing documentation and a site survey. WSP will travel for an in-person site survey if doing so meets government, corporate, and client COVID-19 policies at the time of travel; otherwise, WSP will coordinate with MBL to conduct a virtual site survey. WSP has successfully executed both approaches. WSP will develop a checklist of security elements to be reviewed to include surveillance requirements, security coverage, signage, lighting and other security controls that deter, delay, detect, respond and support recovery.

Site survey findings will be captured in a database, capturing attributes of the identified elements that can inform the existing security program integrity assessment.

1.2.2. DATA COLLECTION AND INTERVIEWS

It is critical that the safety and security program plan is based on data and current information. The data collection and analysis and interview process will inform WSP's security review, recommendations and the Safety and Security Program Plan. Further, as WSP becomes familiar with MBL documents, policies, procedures, and relationships, we will note opportunities for strengthening MBL programs. WSP has expertise in developing and implementing security plans and can advise, support or develop plans, processes or procedures. Our team has provided similar services to agencies including Community Transit, St. Louis Metro, and Sound Transit.

1.2.2.1. DOCUMENT REVIEW

WSP will work with MBL to establish an efficient method for transmitting existing MBL documents to WSP for review using an agreed upon secure file sharing program such as OneDrive or SharePoint. WSP's team of experts will then review MBL's existing documents and evaluate them against industry best practices such as those established in the APTA Standards Program. WSP understands the requirements around Sensitive Security Information (SSI) that cover transit security information. WSP will adhere to MBL's SSI requirements or, if needed, develop an SSI program to protect MBL information that conforms to 49 CFR Parts 15 and 1520. The various documents that may be reviewed and analyzed to inform the security review and resulting Safety and Security Program Plan include:

- TSA BASE Assessment
- Previous security reviews or assessments
- Crime data
- MBL Agency safety plan
- Current police/security staff deployment
- Emergency management plans, processes or procedures
- Other contracts, agreements, plans or processes related to security or safety

1.2.2.2. POLICIES AND PROCEDURES ASSESSMENT

WSP will review and assess MBL's existing security-related policies and procedures against industry standard and MBL's implementation. The team will identify potential gaps against industry standard and areas where MBL's written policy and procedure diverges from how it they are actually implemented by MBL employees. WSP anticipates this effort to include the following types of policies and procedures:

- Use-of-force
- Fares and fare enforcement
- Emergency response
- Security, safety and emergency communications
- Passenger code of conduct

For example, to evaluate MBL's fare program WSP will conduct an initial assessment of MBL's current fare enforcement program and policies in order to evaluate their effectiveness and recommend areas to consider for further analysis. The assessment will include a review of the methodology MBL uses to estimate fare evasion levels and its strategies and policies for managing fare evasion. WSP will evaluate fare enforcement policies to see if there is either a real or perceived bias in fare enforcement implementation. The team would look at both the inspection process and the citation or cautions resulting from the inspections. Other transit agencies have found a lack of demographic neutrality, which can lead to a perception of targeting and negative behaviors including violence. The objectives of this effort include:

- Assess the reasonableness of MBL's methodology for fairness and impartiality in its fare enforcement and policies and provide recommendations to improve the methodology.
- Assess the current process to assess fare evasion including fare checking and enforcement, and provide recommendations to improve these processes and procedures.

Another example of the team's approach to policy and procedure assessment is how WSP will assess MBL's code of conduct. WSP will evaluate the existing code of conduct against industry best practices and advise MBL on recommended changes including topics, regulations, enforcement, and communication formats. WSP has extensive experience in this area through our work on projects like the St. Louis Metro System-wide Security Assessment and San Bernardino County Transportation Authority (SBCTA) Metrolink Stations Security Assessment. We can advise MBL on industry standard codes of conduct and make recommendations to bring MBL's code of conduct to alignment with the industry. The work currently in process with SBCTA includes working with all municipalities that own Metrolink stations within San Bernardino County. One effort that was included as part of the project was to develop a Code of Conduct, in conjunction with the municipalities and Metrolink. This resulted in new signage and revised code language.

Assessment of additional MBL policies and procedures will follow a similar format as described for the fare program and code of conduct.



1.2.2.3. INTERVIEWS

Key stakeholder interviews will be a major component of the strategic foundation for the Safety and Security Program Plan. These interviews will also inform the security review and recommendations. In partnership with MBL, our team will coordinate, manage and conduct interviews MBL staff and key stakeholders, including with the Director of Transportation, Division Heads, Management Staff, and Transit Police Personnel. WSP anticipates interview topics to include, but not be limited to, the following:

- Security goals and objectives for the MBL
- Potential system vulnerabilities
- Known security issues related to routes, facilities and the Metrolink station
- Deployment challenges
- Current training and training content
- Roles and responsibilities
- Transit Police capabilities

WSP anticipates performing the interviews over within the same visit for the site survey (Task 1.2.1). Likewise, if COVID-19 prevents in-person interviews, WSP will arrange for virtual interviews.

1.2.3. SECURITY SERVICES STAFFING ASSESSMENT

WSP will assess the current state of the security staffing by interviewing staff, reviewing crime data and activities, training records, incident reports, and identifying real and perceived problems at the stations or on the system. This information will provide the basis for an assessment of whether changes to the current security staffing will provide benefit to the passengers and stakeholders and what concerns might be encountered with the changes. Transparency and accountability of process and outcomes will be integrated throughout the assessment.

Specific elements of the assessment will include:

- Evaluate the effectiveness and efficiency (pros/ cons) of current security staffing
- Determine security needs, demands and problems at facilities, routes and evaluate future trends
- Evaluate current roles and responsibilities and identify gaps or overlaps
- Analyze other security staffing models used in used in other public transit systems
- Explore the performance measures used to determine effectiveness

Coordination of transit security with local law enforcement requires collaboration and defined policies. The WSP team includes Charles Rappleyea, former Charlotte Transit Unit Police Sergeant who served 14 of his 29 years as a Commissioned Police Officer as the Transit Police unit supervisor for Charlotte Transit System. His liaison experience between police and transit will provide a unique perspective related to policing and securing the system. He understands the challenge of providing real and perceived security that communities are looking for in their transit systems. Charles will draw on not only his own experience, but from the community of transit police and security that he has been a part of for many years through APTA and other organizations.

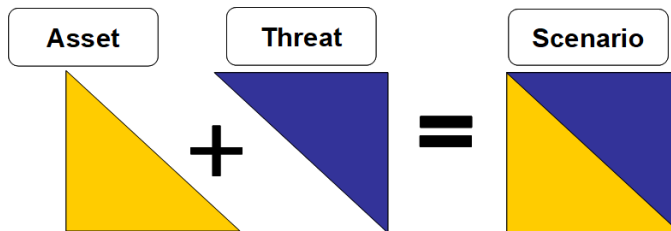
Security staffing can be a powerful mitigation or can contribute to perceptions of vulnerability. As such, the outcome of the security staffing study will form the baseline for recommendations for MBL's security services scope of work and will inform the TVA (Task 1.2.6). Lurae and key personnel performed similar studies for St. Louis Metro, SBCTA, and California High Speed Rail.

If safe travel is possible, WSP expects to conduct in-person staff interviews regarding security staffing and deployment during within the same visit for the TVA (Task 1.2.6). If COVID-19 prevents in-person interviews, WSP will work with MBL to schedule and WSP will conduct interviews virtually.

1.2.4. SECURITY-LEVEL THREAT CLASSIFICATION

WSP will draw upon the site survey (Task 1.2.1), data collection and interviews (Task 1.2.2), and the team's expert knowledge to develop asset-specific threat scenarios. This will allow the team to determine credibility of threat by

focusing on only the assets with a medium or high criticality ranking and on those threats determined to be most credible. WSP will utilize these threat scenarios—the combination of a specific threat against a specific asset—to evaluate the potential attacks and outcomes that may be waged against the MBL system elements that WSP evaluates.



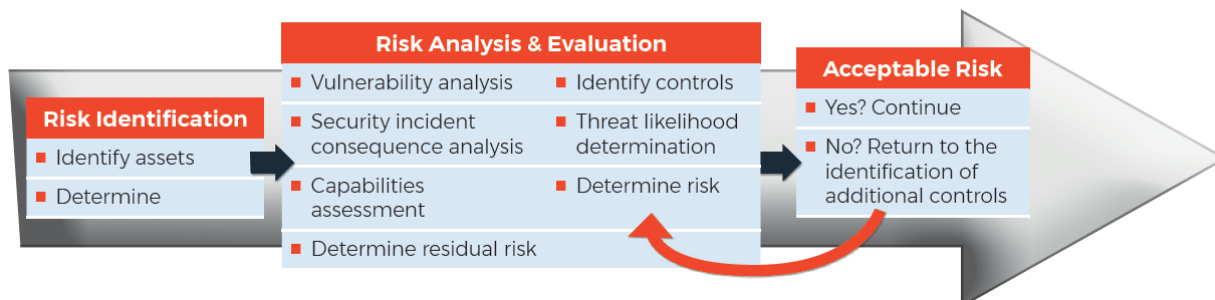
The table below is an example of threat classification for a specific asset—in this case, a bus vehicle—which is derived from assessing asset criticality, historical incidents, and intent and capability. Additionally, the table presents specific threats against the critical asset (bus vehicle), and the potential targets affected by the threat realization against that asset. A red dot indicates a high threat against the asset and a yellow dot indicates a medium threat against the asset. WSP will apply this process to MBL’s locations and services.

Criminal Threats Against Critical Assets			
Bus Vehicle			
Potential Threat	Delivery Method	Threat to Asset	Target/Affected Group
Crimes Against Persons (Pickpocketing)	- Distraction - Surveillance	●	- Passengers - Employees
Crimes Against Persons (Intimidation)	- Large Groups - Gang Activity - Bullying	●	- Passengers - Employees
Crimes Against Persons (Assault)	Weapons	●	- Passengers - Employees
Crimes Against Property (Vandalism)	- Paints - Destructive Instruments	●	- Vehicles - Employees
Other Crimes committed on transport property (Alcohol Related Incident)	Persons	●	- Passengers - Employees
Other Crimes committed on transport property (Fare Evasion)	- Persons - Large Crowds	●	- System - Employees

1.2.5. VULNERABILITY DEFINITION, CATEGORIZATION AND PRIORITIZATION

WSP uses a security risk methodology that is supported by TSA and is consistent with the security assessment process used by the U.S. Coast Guard, Transport Canada’s Code of Practice on Conducting Security Risk Assessments of Rail and Transit Operations, and the NIST Guide for Conducting Risk Assessments (Information Security). All processes use a common approach that reviews threat because of the intent and capability to do harm, likelihood as an outcome of the threat and vulnerability of the system or system element, and security risk as the result of the likelihood of an event and the severity or consequence of that event. WSP will apply this approach to vulnerability definition, categorization, and prioritization in its security review of MBL, accounting for MBL’s long term security strategy and goals. Outcomes of this effort will be captured in the Safety and Security Program Plan.

Security Risk Evaluation



1.2.6. SECURITY REVIEW (THREAT AND VULNERABILITY ASSESSMENT)

WSP will conduct a security review in the form of a TVA to evaluate the MBL system's susceptibility to threats, to identify vulnerabilities—including assessing MBL's capabilities to respond—and to recommend countermeasures that address risk. We thoughtfully exercise an all-hazards approach, as security can have both synergies and conflicts with other disciplines, including safety and emergency management. Being mindful of this early in the assessment process can maximize the synergies and minimize the conflicts.

To support the TVA, the WSP team will use our extensive library of threat information and open source terrorism intelligence and crime statistics, which include Uniform Crime Reports, FTA alerts, and TSA bulletins. Existing MBL system crime data and local crime rates will also be analyzed to inform the assessment. In addition, the vulnerabilities of the system will be confirmed based on discussions with MBL staff and stakeholders and based on evaluations developed under the site review.

THE INDUSTRY STANDARD

WSP's security risk assessment process is the industry standard, captured in the forthcoming *Security Risk Methodology* standard as part of APTA the Standards Development program, which is sponsored by TSA. Project Manager Lurae Stuart is the primary author of the *Security Risk Methodology* standard.

WSP prefers using a workshop format, bringing partners together to discuss the system and the potential vulnerabilities. This process, utilized for projects like the St. Louis Metro System-Wide Security Assessment and for the SBCTA Metrolink Stations Security Assessment, allows differing approaches to managing vulnerabilities to be discussed openly and assessed for applicability to MBL.

WSP will travel for an in-person TVA workshop if doing so meets government, corporate, and client COVID-19 policies at the time of travel. For efficiency of time and resources, WSP will also use the time on site to schedule and facilitate discussion on security staffing and deployment (Task 1.2.3). If an in-person workshop and discussions cannot be completed safely, WSP will coordinate with MBL to conduct them virtually. WSP has successfully executed both in-person and virtual approaches.



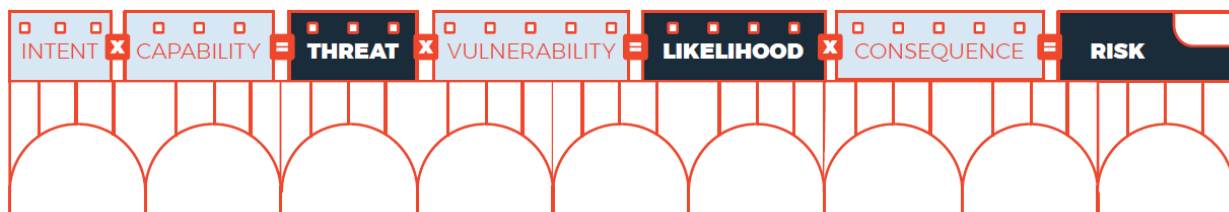
A FLEXIBLE APPROACH

Methodologies and approaches to security risk must be flexible as security threats are always evolving. Lurae and her team have always looked for ways to improve processes to meet the needs of the client. They are active members in industry working groups and incorporate alternatives into their approach. They work with clients to streamline and tailor their approach to meet client needs. Lurae is the chair of the APTA Infrastructure and Risk Security Standards Working Group.

This process is also embraced by FTA and discussed in its all-hazards approach to emergencies. The results will inform recommended design mitigations and identify processes or procedures to reduce or mitigate the risk of serious consequences that can then be tracked during the certification process.

The security risk assessment process WSP recommends is illustrated below. If MBL has their own process, WSP will utilize that process and provide feedback to MBL on any gaps between MBL's process and industry standard.

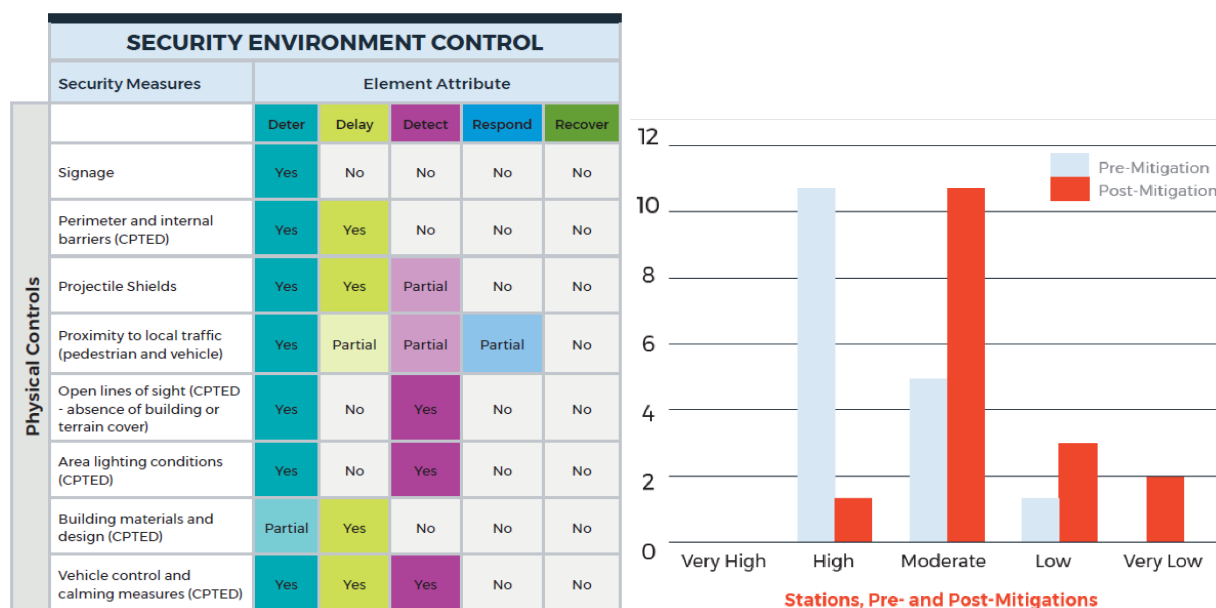
Security Risk Assessment Process



Evaluating vulnerability requires an understanding of both physical systems and procedural processes. WSP will take the information gathered in the MBL site survey (Task 1.2.1), data collection and interviews (Task 1.2.2), staffing assessment (Task 1.2.3), and vulnerability definition, categorization, and prioritization (Task 1.2.4) assessment to determine the vulnerability of the identified system. Our team provided a similar review for Valley Metro in Phoenix, where Lurae performed a safety and security gap assessment, audited procedures, and evaluated the safety, security and emergency management programs to identify and reduce their vulnerabilities. Once

vulnerabilities are defined, we will work with MBL’s security and emergency management team to identify opportunities for strengthening the program. Although our preference is to design out vulnerabilities, there are critical security processes that support security technologies and hardening.

The last major element of the TVA process is to define a credible consequence for the event. Security risk rating is determined by coupling the severity of the event with the likelihood. WSP typically uses the most credible likely outcome, not the worst case scenario, to provide a cost benefit. Protecting against worst-case scenarios are costly and impractical. Determining appropriate mitigations to deter, delay, detect, deny or recover from an incident require expertise in many fields. Applying this risk-based approach helps inform agencies on how to allocate limited resources to achieve maximum risk reduction for its critical assets.



WSP works collaboratively with the safety, security and design teams to discuss appropriate mitigations and evaluate their effectiveness on mitigating risk. Mitigations development provides an opportunity to collaborate with safety and security departments, partners, and oversight agencies. Including these partners in the process strengthens relationships and provides for a more robust assessment and outcome.

The team will work with MBL to ensure the TVA outcomes are meaningful and useful for the agency as a living document. The worksheets will be provided in a format that allows MBL to update and maintain the documents, as needed. It will be appropriately marked with the SSI-required markings, and if electronic versions are required, they will be password-protected. The TVA will contain an analysis of the initial security risk and residual security risk based on implementation of potential appropriate controls or mitigations.

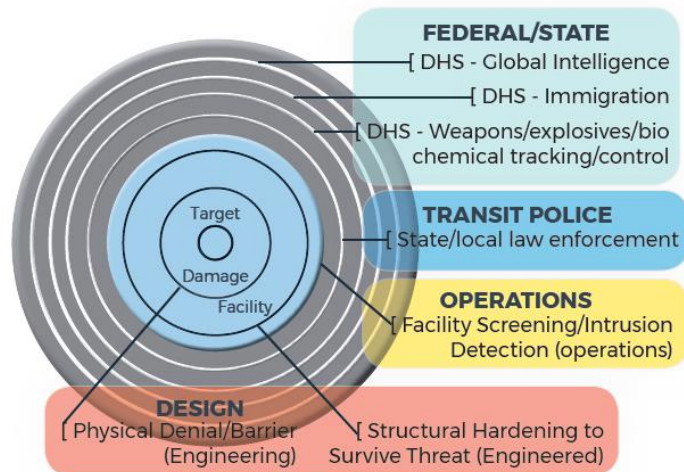
The TVA, along with all the information gathered throughout the project, will feed into WSP’s assessment of the current status of MBL’s security program and recommendations for strengthening the safety and security of MBL. The recommendations will span physical enhancements, such as station or electronic improvements, procedural or operational adjustments and strategic direction recommendations. It is expected that the recommendations will span macro to micro, with some that impact the entire agency and others that are confined to a specific location or system element.



B. UNIQUE METHODS

MBL is a unique agency with distinctive challenges. WSP is also unique and does not apply a one-size-fits all approach to security processes. We are always looking for innovation and opportunities to reduce steps and streamline processes so they function for the client. We engage team members with a variety of experience to look at issues from a range of perspectives, allowing for customization of processes and procedures. We also listen to our clients and adjust based on their needs. **Collaboration always provides for superior results.**

The recommendations will be prioritized by risk reduction, as evaluated in the TVA, by ease of implementation and against the ability to achieve MBL's goals and objectives. Reducing MBL's security risk will be a focus of the recommendations but there is a realization that resources are not limitless.



Owner's view of a layered integrated security system.

In addition to physical and procedural recommendations, developing a security culture is important for supporting a safe and secure system. Security is not just about policing the system or securing the doors; it is much more extensive. Policing alone won't solve an agency's crime problem because police, or security staff, cannot be everywhere at all times; putting locks on doors is only effective if the doors are kept shut and access cards and keys are managed. Informed by the TVA process, WSP will advise of the potential of layering security recommendations to strengthen the system. This includes engagement of MBL staff and the public in security awareness.

As part of the evaluation process leading to recommendations, WSP will collaborate with MBL and its partners to apply an overall understanding of operational needs, passenger safety and general best-practices in transit design. WSP will provide the draft recommendations to MBL for review and comment prior to incorporation into the Safety and Security Program Plan.

1.2.7. SAFETY AND SECURITY PROGRAM PLAN

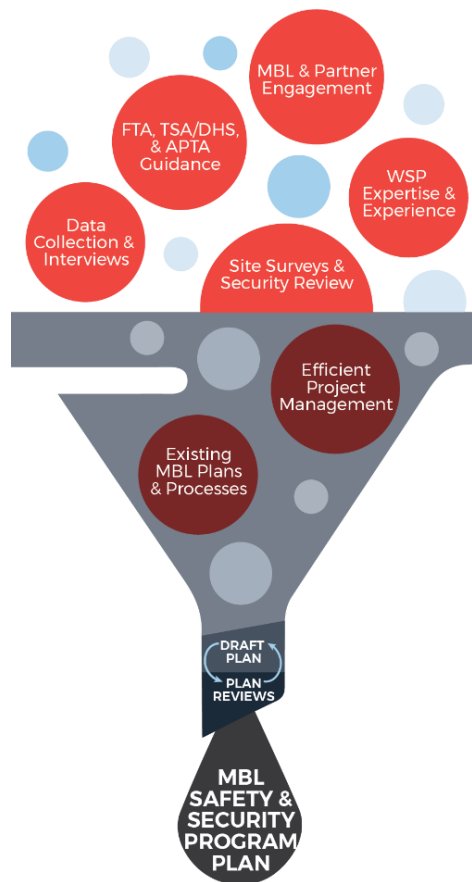
Using the information gathered in previous tasks as the baseline, WSP will coordinate closely with MBL and their partners to first establish the public safety and security vision and objectives that will set the stage for developing MBL's comprehensive Safety and Security Program Plan.

WSP has facilitated multiple visioning sessions around safety and security, facilitating the development of strategic visions and objectives for agencies like St. Louis Metro and Sound Transit. The vision will be supported by clear objectives that will serve as measurable actions. The WSP team will engage the participants, using a meeting or workshop format, to outline the vision and objectives. At the workshop, participants will brainstorm concepts and work together to narrow the concepts to an agreeable version. MBL must have primary input into the strategic vision and objectives, as the vision will set the stage for MBL's comprehensive safety and security program and will require MBL's full commitment to be successful. The draft strategic vision and objectives will be circulated to participants for review and comment prior to finalizing.

One of the purposes of establishing the safety and security program is to integrate all existing and identified future elements of MBL's individual security elements into a comprehensive strategic program. Successful programs:

- Are customer-focused and support customer comfort and perception of security.
- Embrace an all-hazards approach that coordinates security with safety and emergency management
- Strategically staff and deploy security and policing.
- Define and implement effective procedures and training, including for fare enforcement.
- Clarify roles and responsibilities for public safety and security.

Development of the program plan is the first step in implementation of the security program. WSP will provide recommendations about implementation steps as part of the program plan. It would be difficult to implement all program elements at one time, so identifying a sequence of implementation will be included in the program plan.



SAFETY AND SECURITY PROGRAM PLAN

WSP anticipates the program to encompass the following operational components. This list will be responsive and adaptable to input from MBL and its partners.

- 1 Security Policy and Authority
- 2 Security Strategic Vision and Objectives
- 3 Security Performance Metrics and Targets
- 4 Security Organization Structure
- 5 System Security Implementation Activities and Responsibilities
- 6 Security Staff, Policing and Deployment
- 7 Security Risk Assessment Process
- 8 Security Data Acquisition and Analysis
- 9 Security Incident Investigation
- 10 Emergency Management Program and Safety Program Coordination
- 11 Infrastructure and Equipment Security, Inspections
- 12 Security Audits and Reviews
- 13 Security Training for Transit Employees
- 14 Security-Related Technology
- 15 Security Policies and Procedures
- 16 Code of Conduct
- 17 Fare Policies and Enforcement
- 18 Security Design

1.2.8. SECURITY-RELATED TECHNOLOGIES

The work on this task will be broadly focused, based on what is identified through the site survey, data collection and interviews, and the TVA process. WSP has provided similar information for other transit agencies such as St. Louis Metro, SBCTA, Dallas Area Rapid Transit (DART), and MTA New York. WSP's expertise in security-related technologies ranges from mobile ticketing and closed-circuit television (CCTV) to radio and passenger assistance and emergency telephones and more. In addition, the WSP includes multiple Crime Prevention Through Environmental Design (CPTED)-certified staff. WSP keeps informed on established and emerging technology in the transit industry and the team can bring on additional subject matter expertise should MBL request it.

WSP will use findings and outcomes from the other tasks (e.g., site survey, data collection, interviews, TVA) and coordinate with MBL to inform the identification of priority technology areas. WSP will then incorporate best practices in those selected areas into the Safety and Security Program Plan.

1.2.9. TRAINING FOR TRANSIT EMPLOYEES

WSP will provide customized transit employee training, including a train-the-trainer component, that is applicable to the MBL environment and that covers topics as agreed upon with MBL. Training topics may include but are not limited to:

- **Security Awareness Training for Transit:** Security awareness is a basic concept for all transit staff. Training will focus on identifying basic security concepts including situational awareness, identifying vulnerabilities and understanding how mitigations or controls can reduce risk.
- **Crime Prevention Through Environmental Design (CPTED):** CPTED is based on the four basic principles of natural access control, natural surveillance, territorial reinforcement, and maintenance. It is a multi-disciplinary approach to deterring criminal behavior by incorporating principles from planning, architecture, landscape architecture. WSP CPTED-certified staff Lurae Stuart and Kirsten Tilleman will integrate the CPTED concepts in both the training and the security assessment process.

- **All Hazards Approach:** embraced by FTA, the all-hazards approach leverages the synergies and addresses the conflicts possible between security and other disciplines, such as safety and emergency response. It is a collaborative approach to emergencies that helps maximize synergies and minimize conflicts.
- **Emergency Management:** Preparing for emergencies and developing plans and protocols is critical to transit response to incidents and accidents. With the appropriate training, employees will understand their role in responding to emergencies.

WSP's training delivery methods provide a rich learning experience by using adult-learning techniques, focusing on competencies, tailoring to the specific agency, and involving agency-specific exercises and group discussion. WSP uses face-to-face (in-person or virtual) training to increase engagement in and effectiveness of training outcomes. This is effective for both direct training and train-the-trainer programs.

WSP recognizes that in-person training is often the most powerful method and would conduct transit employee training in-person. As with all planned in-person components of this project, WSP will actively monitor the status of the COVID-19 pandemic and only travel for in-person training if doing so meets government, corporate, and client COVID-19 policies at the time of travel; otherwise, WSP will coordinate with MBL to schedule and conduct virtual trainings. WSP has successfully executed both in-person and virtual training methods for clients including Minneapolis Metropolitan Council, Sound Transit, and the Tennessee Department of Transportation and seven of its Section 5307 subrecipient small urban bus agencies.

2. QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND MANAGEMENT TEAM

2.1. WSP FIRM EXPERIENCE

WSP is one of the oldest continually operating engineering firms in the United States. WSP was founded in New York City in 1885 under the name Parsons Brinckerhoff where we helped design the original New York City subway system. The firm has since operated under a number of different names. In October 2014, WSP acquired Parsons Brinckerhoff, and the firm renamed itself to WSP | Parsons Brinckerhoff. In May 2017, our firm officially re-branded as WSP. Our presence in the western United States spans more than 35 years, with more than 500 employees in the Pacific Northwest. Our corporate headquarters home office remains in New York City, with additional offices nationwide, including our Los Angeles offices.

WSP continues to be one of the world's leading engineering and professional services consulting firms, offering services designed to transform the built environment and restore the natural one. Our key transit disciplines include bus, rail (including commuter and suburban), light rail, bus rapid transit, subway/underground transit and high speed rail. As a premier engineering firm for thousands of transit and rail projects, we have technical specialists who can support the core project team as needed.

2.2. WSP KEY PERSONNEL

WSP is focused on meeting the goals of MBL and efficiently assessing the MBL system into an actionable plan. Our combination of national experience, transit expertise, local and global security knowledge and support, and an eye on quality makes our team the ideal firm to assist MBL in the safety and security assessment of the MBL system.

WSP's safety and security staff has supported the safety and security programs of bus-only agencies all the way up to large multi-modal transit systems for clients such as Community Transit, Fresno Area Express, Pierce Transit, Lane Transit District, C-TRAN, SBCTA, Minneapolis Metropolitan Council, DART, Sound Transit, Washington Department of Transportation, Los Angeles Metro, Phoenix Valley Metro, Utah Transit Authority and Abu Dhabi Department of Transport. Refer to Appendix A for project descriptions of prior work experience.

A summary of key personnel experience is provided in the chart below and followed by a description of each and their roles on this project. Refer to Appendix B for full resumes of each.

Name, Role	Security Risk / TVA	Security Reports & Data	Crime & Threat Data	Policies & Procedures	Security & Safety Plans	Security Staff/ Police Deployment	Training
Lurae Stuart, PM/ Technical Lead	X	X	X	X	X	X	X
Stephanie Sprague, Deputy PM/ QA/QC	X				X		X
Harry Saporta, Senior Policy Advisor	X	X	X	X	X	X	X
Kirsten Tilleman, Security Specialist/ Data Analysis/ Author	X	X	X	X	X		X

Name, Role	Security Risk / TVA	Security Reports & Data	Crime & Threat Data	Policies & Procedures	Security & Safety Plans	Security Staff/ Police Deployment	Training
Charles Rappleyea, Security and Police Liaison		X	X	X	X	X	X
Alex Ubiadas, Security & Emergency Management/ Training	X	X			X		X
Lauren German, Security Advisor/ Local Liaison	X	X		X	X		X

2.2.1. LURAE STUART, PROJECT MANAGER/SENIOR SECURITY ADVISOR

With over 30 years of experience, Lurae Stuart will serve as project manager, responsible for all tasks described in scope of work, leading efforts such liaison, presentations, budget, schedule, technical expertise, while delegating other tasks to the team where appropriate, and ensuring invoicing and project status reports are sent to MBL.

Lurae provides safety and security services to many transit agencies around the country and is the lead security advisor for California High-Speed Rail. She also volunteers and supports many industry safety and security activities. She has advised clients in both the public and private sectors in transportation and transit and educated boards, executive teams and other senior leadership on safety and security risk and risk mitigation.

Experience on Similar Projects

- St. Louis Metro Security Assessment, St. Louis, MO: project manager and lead technical security advisor for MetroLink and the Metro bus system Metro security assessment, recommendations and security plan development.
- Sound Transit System Safety Program Consulting Services, Seattle, Washington: project manager for the update of all system safety plans, hazard analysis and other safety services as required by the Sound Transit Safety and Quality Assurance Division for the commuter rail, bus and light rail operation. Lurae provided risk management training to Sound Transit management and provided staff-level training on system safety and security, including safety and security certification.
- California High-Speed Rail Authority California High-Speed Rail, California: Lurae developed safety and security plans, leads security assessments and assists with the safety analysis, develops safety and security certification criteria, teams with system safety in leading the fire/life safety and security activities, and advises the safety and security committees. Lurae's work included design review to implement risk mitigation strategies. The program has an integrated safety and security program to ensure the highest level of safety and security for the project.

2.2.2. STEPHANIE SPRAGUE, DEPUTY PROJECT MANAGER/QA/QC

Stephanie Sprague is a certified Project Management Professional (PMP) with over 16 years of experience with WSP managing multi-disciplinary teams to deliver complex safety and security planning and environmental compliance projects for the transportation (high-speed rail, highways, transit), energy transmission, and national park sectors. Stephanie is a project manager within WSP's transit and rail safety and security practice, and has completed five of six required courses to obtain her Transit Safety and Security Program (TSSP) Certificate.

As Deputy Project Manager and QA/QC lead for this project, she will ensure the team remains responsive to MBL's needs and that the highest quality deliverables are provided to MBL. She will assist Lurae with track action items and moving deliverables forward. She will also conduct quality reviews on deliverables and maintain quality assurance files.

Experience on Similar Projects

- Sound Transit, System Safety Program Consulting Services, Seattle, Washington: task order manager for the updates of system safety plans, hazard analysis and other safety services as required by the Sound Transit Safety and Quality Assurance Division for the commuter rail, bus and light rail operation. Stephanie is currently providing this support on the I-405 BRT project and Downtown Seattle Transit Tunnel trash receptacle security risk assessment.
- City of Birmingham, Birmingham Xpress BRT Project, Birmingham, Alabama: Task lead and author of the project's Safety and Security Management Plan (SSMP) and Safety and Security Certification Plan (SSCP)
- Metropolitan Council, Consultant Services for Development of Transit Contractor Safety Plans: Project manager to develop an Agency Safety Plan for the Metropolitan Council and its bus transit contractors.

2.2.3. HARRY SAPORTA, SENIOR POLICY ADVISOR

Harry Saporta has over 38 years of surface transit safety and security experience. He is the former safety and security executive director at TriMet in Portland, Oregon. Harry has led the agency in transitioning from a safety and security program management style to a safety and security management system. He retired in March 2019 from TriMet and continues to lend his expertise to the transit industry as a consultant. Harry will serve as a Senior Policy Advisor for this project and bring valuable and extensive knowledge of and direct experience with transit safety and security.

Experience on Similar Projects

- Executive Director, TriMet (2011-2019): as executive director his responsibilities included:
 - Lead the Safety, Security, Environmental Services and Transportation Training Division
- Surface Transport Practice Area Manager, Good Harbor Consulting (2009-2011): as surface transport practice area manager his responsibilities included:
 - Supported the development of the safety and security master plan for the Department of Transportation for the Emirate of Abu Dhabi.
- Senior Engineering Manager, WSP (2004- 2009): as senior engineering manager his responsibilities included:
 - Developed safety management systems; security plans and programs; emergency management plans and procedures; and hazard analyses and security assessments for the identification, evaluation, and control of safety and security risks for several light, heavy, and regional rail projects.

2.2.4. KIRSTEN TILLEMAN, SECURITY SPECIALIST/DATA ANALYST/ AUTHOR

Kirsten Tillemann brings 7 years of experience in data analysis, technical writing, transit safety and security, and multi-stakeholder collaboration. She has her Professional CPTED Designation and has completed all but two of the courses required to receive her TSSP Certificate. Kirsten has technical experience in risk-based transit system safety and security data gathering, analysis, planning and certification; provides safety and security trainings to transit agencies; and implements compliance with various applicable transit system safety and security regulations.

As the Security Specialist, Data Analyst, and Author, Kirsten will lead data collection efforts and support Lurae in all security assessment and certification tasks described. Kirsten will provide technical expertise and coordinate efforts between other team members.

Experience on Similar Projects

- St. Louis Metro Security Assessment, St. Louis, MO: document lead and data/threat identification for the security assessment, recommendations and security plan development.
- Metrolink San Bernardino Line Stations Security Study, San Bernardino, California: conducting site analyses, staff and stakeholder interviews and TVAs in support of developing security improvement recommendations to reduce risk at seven stations along the San Bernardino line.

- Sound Transit System Safety Program Consulting Services, Seattle, Washington: assisting with project management for general safety consulting services for Sound Transit's commuter rail, bus and light rail operation. Scope includes updates of all system safety plans, hazard analysis, internal system safety trainings and other safety services as required.

2.2.5. CHARLES RAPPLEYEA, SECURITY AND POLICE LIAISON

In his 29 years as a Commissioned Police Officer with the Charlotte Mecklenburg Police Department Sergeant Rappleyea spent 14 of those as the Transit Police unit supervisor for Charlotte Transit System. Charles Rappleyea seamlessly bridges policing and transit security. He has worked on special projects related to the construction of the first light rail line, the streetcar, the 2012 Democratic National Convention (DNC), the See Something Say Something Campaign, security blitzes, and the blue line extension in Charlotte, North Carolina. His support of the emergency response exercise program, community outreach and safety initiatives make him an invaluable team member.

As the Law Enforcement Liaison for the project, Charles will ensure the project benefits from close collaboration with MBL law enforcement partners. In particular, his efforts will enhance the policing, deployment, and security scope of work components of MBL's Safety and Security Program. Charles will support the project in all security assessment and certification tasks described in the scope of work. Charles will provide technical expertise of policing strategies and coordinate efforts between key stakeholders and policing agencies.

Experience on Similar Projects

- Transit Unit Police Sergeant, Charlotte- Mecklenburg Police Department (CMPD), Charlotte, North Carolina: as sergeant his responsibilities included:
 - Supervise daily operations of Transit Unit while serving as liaison between the Departments of Police and City Transportation
 - Transportation Security Administration Rail Security Coordinator
 - Created and implemented Transit Security Plan for 2012 Democratic National Convention
 - World Safety Organization (WSO) Safety and Security Director - Bus and Rail
 - Transportation Safety and Security Professional (TSSP) - Bus and Rail
 - Department of Homeland Security secret clearance
 - Implemented department-wide safety and security training for new light rail mass transit system
 - Committee Member for Fire Life Safety and Safety and Security Review Committee
 - Collaborated on development of gang awareness training

2.2.6. ALEX UBIADAS, SECURITY & EMERGENCY MANAGEMENT/TRAINING

Bringing 20 years of experience in all hazards emergency management and security, Alex Ubiadas will support the training and emergency management task elements. Alex has been responsible for developing and administering all-hazards emergency management and security programs and projects, which includes having served in many capacities such as an Exercise Evaluation Team (EET) member, Emergency Operations Center (EOC) Director and Manager, Emergency Support Function 5 (ESF-5) representative, Multi-Agency Coordination Center (MACC) representative at various jurisdictional levels, Emergency Responder, Emergency Management Instructor, and Incident Commander.

Experience on Similar Projects

- Tri-Met Security and Emergency Manager, Portland, OR: Served as the emergency manager for Tri-Met, a multi-modal transit agency, for the last four years, implement all emergency management activities, including the management of Tri-Met's COVID-19 response. Alex also had responsibilities for overseeing all contracted security services for TriMet.
- U.S Department of Transportation, Transportation Safety Institute: Lead instructor for TSI's "Effectively Managing Transit Emergencies" course, a requirement for the FTA training program.

- U.S. Air Force, Honolulu, HI: Alex identified equipment and supplies for emergency management teams, as well as managing deployment and training.

2.2.7. LAUREN GERMAN, SECURITY ADVISOR/LOCAL LIAISON

Lauren is a rail and transit planner experienced in project- and program-specific support to transportation and rail public agencies and will provide on-the-ground responsiveness for the project. Lauren understands that any transit planning effort needs to integrate a focus on safety and security risks. As part of Lauren's current Master of Science in Transportation Management program, she completed its *Security Issues for Transportation Professionals* course in which she earned a foundational education that included federal and state grants for security as well as regional transportation planning for disaster response.

Experience on Similar Projects

- Orange County Transportation Authority (OCTA) Hazard Mitigation Plan, Orange County, California: Deputy project manager and local coordinator for this comprehensive and inclusive planning process to develop a mitigation strategy to reduce risks posed by hazards.
- Southern California Regional Rail Authority (SCRRA) Project Management, Construction Management, and Staff Assistance Services, Los Angeles, California: Task lead for the drafting of the SCRRA Security and Emergency Preparedness Plan (SEPP) that fully aligns with APTA guidelines and requirements.
- Anaheim Regional Intermodal Transportation Center (ARTIC) project, Anaheim, California: Provided project administrative and coordination support in the Fire Life Safety steering group throughout design and helped to prepare a safety and security analysis of the facility.

3. EXCEPTIONS OR DEVIATIONS

The RFP is for planning level professional services. WSP requests minor modifications to contract language to be consistent with planning level professional services. Our specific requested exceptions/deviations are delineated below.

4. Page 12, Performance of Work

It is the intent of these specifications to provide only services ~~of the highest quality that meet the standard of care of similar consultants providing similar services in the same or similar locale.~~

5. Page 22, ARTICLE II. Services to be performed by CONSULTANT

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

6. Page 23-24, ARTICLE IX. Indemnification

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

7. Page 24, ARTICLE X. Insurance

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

8. Page 33, Exhibit C, Insurance Item D

Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant ~~and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.~~ The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to

defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

APPENDIX A. PROJECT DESCRIPTIONS OF PRIOR WORK EXPERIENCE

Project Descriptions of Prior Work Experience

PROJECT FACTS ►

Reference:

Marcie Meystrik
1 Memorial Drive, Suite 1600
St. Louis, MO 63102
Phone: (321) 421-4220
Email:
marcie.meystrik@ewgateway.org

Firm Role: WSP, Prime firm

Key Staff Involved:

- Lurae Stuart – Project Manager and Technical Principal
- Kirsten Tilleman – Security Support
- Charles Rappleyea – Policing

Start Date: May 2018

Completion Date: February 2019

Budget: \$399,000 (initial and end)

PROJECT RELEVANCE

- Assessment of MetroLink security to include station design, policing, CPTED and other considerations

St. Louis MetroLink System-Wide Security Assessment Phase I & II *St. Louis, Missouri*



East West Gateway Council of Governments requested WSP to provide an security assessment of the MetroLink system looking at station design (CPTED), policing strategies, contracted security, and security technology use to make recommendations to improve security for MetroLink. As part of the Phase I project the WSP project team performed a threat assessment, evaluated station security, facilitated stakeholder meetings, gathered public input regarding MetroLink security, and provided training on security risk and CPTED concepts. The goal of the assessment was to provide a roadmap for a second phase of work to implement changes to MetroLink's system security program. Using a combination of site visits, stakeholder meetings, document review, and industry knowledge, the WSP team developed the recommendations. Phase II included the development of a Security Strategic Plan and an operational System Security Plan.

Project Descriptions of Prior Work Experience

PROJECT FACTS ►

Reference:

Rebekah Soto, San Bernardino
Associated Governments
1170 West 3rd Street
San Bernardino, CA
Phone: (909) 705-2335
Email: rsoto@gosbcta.com

Firm/Role: WSP, Prime firm

Key Staff Involved:

- Lurae Stuart – Project Manager and Security Specialist
- Kirsten Tilleman – Security Support

Start Date: February 2016

Completion Date: May 2017

Budget:

Initial: \$138,810

End: \$154,557*

*Additional station was added for assessment

PROJECT RELEVANCE

- Evaluation of security staff plans, procedures, deployment and effectiveness
- Cost estimates related to implementing changes in security staffing
- Evaluation of security technology on station platforms

MetroLink Stations Study on the San Bernardino Line *San Bernardino, California*



WSP conducted a station security study for the San Bernardino Associated Governments. The study had several elements: optimization of security guard services at stations; Identification of security needs and cost analysis and recommendations for each current station, parking lots and crew house; identifying security requirements for the new San Bernardino Santa Fe Depot; and providing a security analysis and cost estimate for security services, including CCTV. The team facilitated a workshop for stakeholders to identify current security needs, conducted on-site security assessments of each station location to determine vulnerabilities, evaluated criminal and terrorist threats, assessed the security guard services and coverage and reviewed the existing security technology. The resultant study report and TVA is being implemented by San Bernadino Associated Governments.

Project Innovations

The WSP team brought multiple jurisdictions together to coordinate policing and security services at the seven San Bernardino County stations.

Project Descriptions of Prior Work Experience

PROJECT FACTS ►

Reference:

Marla Blagg, Executive Director,
Safety and Security
TriMet
1800 SW 1st Avenue, Suite 300
Portland, OR 97201
Phone: (503) 962-5823
Email: blaggm@trimet.org

Firm/Role:

TriMet
(Previous employer for Harry Saporta)

Key Staff Involved:

- Harry Saporta – Senior Security Advisor

Start Date: May 2012

Completion Date: March 2019

Budget: n/a

PROJECT RELEVANCE

- Development of TriMet's security strategy for multiple modes of public transportation including light rail, bus and commuter rail in a similar size agency
- Strategy developed required multiple levels of coordination with internal and external agencies
- Activities included developing and implementing a multiple agency police task force.

TriMet Security Strategy and Plan Development and Implementation *Portland, Oregon*



Harry Saporta, as the Executive Director for Safety and Security was hired by TriMet after several safety and security incidents. As part of his duties, Harry expanded the Security Program, hiring additional staff to manage emergency management, security and safety, merging the all-hazards team into an integrated approach for safety and security. As part of this program he developed a Security Strategy and Plan for TriMet that included policing, security design, and security risk assessment.

Project Descriptions of Prior Work Experience

PROJECT FACTS ►

Reference:

David Ehrlicher, DART
1401 Pacific Avenue
Dallas, TX 75202
Phone: (213) 749-2910
Email: DEhrlicher@dart.org

Firm/Role: WSP, prime firm

Key Staff Involved:

- Lurae Stuart – Project Manager and Technical Principal
- Kirsten Tilleman – Security Support

Start Date: September 2017

Completion Date: October 2017

Budget: \$39,000 (initial and end)

PROJECT RELEVANCE

- Assessment of current station security to include station design, policing, CPTED and other considerations
- Project included stakeholder engagement with internal and external partners to understand the challenges faced by the CBD

Dallas Area Rapid Transit CBD Safety and Security Assessment and Recommendations *Dallas, Texas*



DART requested WSP to provide an assessment of seven stations located in the downtown Dallas central business district (CBD) as part of a larger stations assessment. The goal of the assessment is to identify both quick/easy and long term/larger projects that could increase the safety and security of the stations. The assessment included an emphasis on CPTED. Using a combination of site visits, stakeholder meetings, document review, and industry knowledge, the WSP team developed a suite of findings and recommendations related to safety and security at the assigned station sites. The WSP team identified a variety of small and large design and operational initiatives that could improve the risk posture of DART for the assigned stations, and likely impact the entire DART system.

Project Descriptions of Prior Work Experience

PROJECT FACTS ▶

Reference:

Branden Porter, Sound Transit
401 South Jackson
Seattle, WA
Phone: (206) 903-7394
Email: PorterB@soundtransit.org

Firm Role: WSP, Prime firm

Key Staff Involved:

- Lurae Stuart – Project Manager and Technical Principal
- Kirsten Tilleman – Security Support
- Stephanie Sprague – Security Support

Start Date: June 2018

Completion Date: Ongoing

Budget: n/a

PROJECT RELEVANCE

- Threat and Vulnerability Assessments
- Evaluation of security plans, processes and procedures
- Collaboration with Sound Transit safety for all-hazard integration

Security Services for Capital Projects *Seattle, Washington*

WSP is providing on-call security certification and engineering services to support the division's safety and security certification program for Sound Transit's capital projects. The work includes:

- ▶ Review and assessment of established security processes and the development of security documents including project descriptions, plans, technical specifications.
- ▶ Assist in the performance of or conduct verification reviews of third party contractually required deliverables (i.e., plans, analyses, designs, test procedures and reports, drawings, etc.) submitted to Sound Transit by contractors, original equipment manufacturers, and vendors
- ▶ Develop Threat and Vulnerability Assessments (TVAs) and a security hazard tracking log for each assigned capital project.
- ▶ Serve as a liaison between Sound Transit Public Safety, project engineering, and contractors for the purposes of overseeing security programs.
- ▶ Prepare and present status reports and/or presentations on assigned security certification activities.
- ▶ Coordinates with Sound Transit safety for an all-hazards approach.

Project Innovations

WSP introduced Sound Transit to the security risk assessment process drafted by the APTA Standards program, and Sound Transit has now implemented it on all their projects.

APPENDIX B. RESUMES



LURAE STUART

*Assistant Vice President,
Manager, Transit and Rail, Safety and Security Group*



Areas of practice

Transit & Rail Safety and Security

Risk Assessment and Management

Years of Experience

32 (4 with WSP; 28 with others)

Languages

English

PROFILE

Lurae Stuart is the manager of the transit and rail system safety and security group with more than 30 years of experience in transit and rail operations, maintenance, system safety and security. Lurae provides knowledge and application of safety and security risk evaluation, safety management systems (SMS) and regulatory compliance for transportation systems. She has provided strategic and technical guidance for projects that include safety and security risk strategy and master planning; project design and development; governance; oversight; and system safety and security implementation. She participates in the development of industry standards in safety and security, public transport modal operation and maintenance, and cyber security. She works across modes, including heavy rail (FRA), and bus and rail (FTA).

Lurae adapts safety and security programs to emphasize reduced safety and security risk, not prescriptive actions. She balances this approach by understanding the client's risk tolerance and ensures that the program reflects the agency's safety and security goals. Her flexible approach to delivering client requirements ensures that challenges that arise during project delivery are met with grace, good humor and quick solutions.

EDUCATION

Bachelor's degree of Science, Sociology/Psychology, George Fox University 1980

Graduate, Leadership APTA, American Public Transportation Association (APTA) 2005

PROFESSIONAL DEVELOPMENT

Transit Safety and Security Program (TSSP) – Rail Various

System Security, System Safety, Crime Prevention through Environmental Design (CPTED), Effectively Managing Transit Emergencies, Design Criteria, USDOT Research and Innovative Technology Administration: Transportation Safety Instituted

PROFESSIONAL ASSOCIATIONS

APTA Standards Development Oversight Council, Past Chair 2015-2018

APTA Bus, Rail and Commuter Rail Safety Committees 2013-Current

CAREER

Assistant Vice President, Manager, Safety and Security Group, Transit and Rail, WSP 2017 – Present

Sr Technical Specialist, Safety and Security, Transit and Rail, WSP 2013 - 2017

PROFESSIONAL EXPERIENCE

- Sound Transit, Seattle WA, providing Security Risk Evaluation and Certification including threat and vulnerability assessments, security design criteria, security certification and other transit and rail security services for the ST3 initiative to expand Sound Transit. (2016-ongoing)
- Baltimore MTA, Safety Consulting Services, Baltimore, Maryland; providing safety and security consulting to Baltimore MTA and MTA sub-recipients in SMS, PTASP development, safety risk, safety analysis, security risk and SMS training. (2017-2019)



LURAE STUART

Assistant Vice President Manager, Transit and Rail, Safety and Security Group

- Sound Transit, SMS Consulting Services, Seattle, Washington; providing safety consulting services including PTASP development, SMS training to over 200 staff, and SMS implementation. (2017-ongoing)
- St. Louis Metro (Bi-State) Security Assessment- Phase 1, reviewing policing, infrastructure, security processes and procedures. The Assessment also included a Threat and Vulnerability, Peer Assessment and Community Engagement resulting in recommendations to improve security on the MetroLink system. (2018-2019)
- St. Louis Metro (Bi-State) Security Assessment- Phase 2, developed a Security Strategy and Security Program Plan for Metro. The activities included stakeholder facilitation, coordination across city and county law enforcement, support of the security contracting and plan implementation. (2019-2020)
- MTA Third Rail Risk Assessment, performing risk assessment related to third rail systems at grade crossings (2017-2018)
- Sound Transit System Safety Program Consulting Services, Seattle, Washington: providing project management general safety consulting services for the commuter rail, bus and light rail operation including update of system safety plans, hazard analysis, Safety Management Systems, Training and other safety services as required by the Sound Transit Safety and Quality Assurance Division. Lurae provided risk management training to Sound Transit management and provided staff-level training to over 200 staff for system safety and security, including safety and security certification. (2016-ongoing)
- California High-Speed Rail Authority California High-Speed Rail, California: providing safety and security consulting services for the design, engineering and construction of the high-speed rail project in California. Lurae was the safety and security task manager, responsible for developing safety and security plans, leading safety and security hazard assessments and hazard workshops, developing safety and security certification criteria, and advising the safety committees. (2013-2018)
- Lane Transit District West Eugene EmX Extension, Eugene, Oregon: provided safety and security master plan development support and hazard analysis based for this \$95 million BRT project. (2017-2018)
- C-TRAN Fourth Plain BRT Final Design, Vancouver, Washington: performed all FTA-required safety and security services for C-TRAN's new BRT project, including development of the safety and security management plan, design criteria, preliminary hazard analysis and threat and vulnerability assessment. Lurae performed safety and security certification to include station and stop location. (2017-2018)
- Fresno Area Express Blackstone/Kings Canyon BRT, Fresno, California: provides safety and security support for the 15-mile, \$48 million BRT project. Safety and security elements include project preliminary hazard analysis, threat and vulnerability assessment, and safety and security certification. (2015-2016)
- WSDOT Rail Division Cascade Corridor High-Speed Rail Improvements, Olympia, Washington: provided task management and strategic consulting services to update and revise the system safety plan and accompanying hazard management program based for WSDOT high-speed rail improvements on the Cascade Corridor. Help workshops and risk discussions with upper management.(2015)

PREVIOUS EXPERIENCE

Prior to joining WSP, Lurae was employed by APTA, a metropolitan transit agency and a private consulting firm, giving her a comprehensive understanding of the complex challenges and issues surrounding public transportation projects. Her experience includes:

- Safety & Security Master Plan for Abu Dhabi, UAE, developed a master plan for safety, security and emergency management for the Emirate of Abu Dhabi, working with Abu Dhabi Department of Transportation to reimagine public transportation in the UAE (2009-2012)
- APTA Standards Development Program, Washington, D.C.: coordinated and managed APTA's industry standards development program, which includes collaborative, consensus-based efforts in waterborne, bus, rail, commuter rail, intelligent transportation systems, security, accessibility, procurement and fare collection technology. Lurae worked with the Department of Homeland Security and the Transportation Security Administration to develop security standards for applications including access control, infrastructure security and enterprise cyber security.(2002-2009)



STEPHANIE J. SPRAGUE, PMP, AICP

Project Manager/Sr. Supervising Planner



Areas of practice

Multidisciplinary Project Management;
Transportation; Transit & Rail: Bus, light rail, street car, BRT, high-speed rail, commuter rail; **Safety and Security; Environment**

Years with the firm

16

Years total

19.5

Professional qualifications

Project Management Professional: Project Management Institute, 2017 (#4926084)

Certified Planner: American Institute of Certified Planners, 2010 (#024921)

Client Quote

"Stephanie, I really appreciate your thoroughness, attention to detail, and your ensuring that deliverables coming to me are of the highest quality...I cannot tell you how much easier it makes my job." -Doug Corkran, Bonneville Power Administration Alvey-Fairview Project

CAREER SUMMARY

Stephanie Sprague is a certified Project Management Professional (PMP) with over 16 years of experience with WSP managing multi-disciplinary teams to deliver complex safety and security planning and environmental compliance projects for the transportation (high-speed rail, highways, transit), energy transmission, and national park sectors. Stephanie is a project manager within WSP's transit and rail safety and security practice. As a project manager, she is responsible for understanding stakeholder needs and developing client-focused scopes of work, developing project management plans, monitoring financial and schedule performance, tracking action items, reviewing deliverables for quality and technical soundness, preparing progress reports and conducting invoice reviews, managing change control, directing subcontractors, and confirming her projects follow approved safety plans. Stephanie is adept at balancing long-term delivery goals with a team's day-to-day tasks, and she clearly communicates and clarifies expected task outcomes to confirm appropriate resources are available to produce high-quality deliverables on schedule and on budget. Stephanie identifies issues early, provides proactive solutions and has contingency plans readily available. Stephanie is a member of WSP's national project delivery quality team. Previously, she was a natural resources specialist and facilitator for a federal land management agency leadership team.

EDUCATION

M.S., Natural Resource Policy, University of Michigan, Ann Arbor, Michigan 2000

MMarSci, Marine Science, University of New South Wales, Kensington, New South Wales 1998

B.S., Environmental Microbiology, Michigan State University, East Lansing, Michigan 1996

ADDITIONAL COMPLETED TRAINING

- Transportation Safety Institute (TSI): Transit Bus System Safety; Transit Rail System Safety; Transit System Security; SMS Safety Assurance; Effectively Managing Transit Emergencies.
- Project Management Academy (International Institute for Learning)

PROFESSIONAL EXPERIENCE

- Sound Transit Safety Services On-Call, Seattle, WA: Stephanie was project manager for a task to support the agency safety plan implementation by leading a safety documentation inventory, including interviewing several agency department leads and staff, and mapping safety documentation related to safety management system (SMS) components and agency business processes.
- Metropolitan Council Agency Safety Plan, Minneapolis, MN: Stephanie was project manager for a project to write the Metropolitan Council's Agency Safety Plan for its contracted transit services covering five providers. Tasks included providing virtual safety management system (SMS) training, advising on risk analysis and mitigation strategies, planning and facilitating five (5) stakeholder interviews and virtual facility site visits and developing an FTA-compliant Agency Safety Plan. Stephanie led a team of five safety specialists and delivered the project on time and under budget.



STEPHANIE J. SPRAGUE, PMP, AICP

Project Manager/Sr. Supervising Planner

- Detroit Department of Transportation (DDOT) Agency Safety Plan, Detroit, MI: Stephanie was project manager for a project to write DDOT's Agency Safety Plan. Tasks included providing virtual safety management system (SMS) training, advising on risk analysis and mitigation strategies, planning and facilitating a stakeholder interviews and virtual facility site visit and developing an FTA-compliant Agency Safety Plan. Stephanie led a team of safety specialists and delivered the project on time and on budget.
- City of Birmingham Xpress Bus Rapid Transit Project (subconsultant to SKANSKA), Birmingham, AL: Stephanie is task lead to write the project Safety and Security Management Plan (SSMP) and Safety and Security Certification Plan (SSCP) for this new BRT line in Birmingham, AL.
- Oregon Department of Transportation (ODOT) I-205 Toll Project, Portland, OR: Stephanie is the environmental justice (EJ) lead for this project to implement tolls on a segment of I-205 outside of Portland, Oregon. Tasks include developing analysis methodology, developing a community demographic profile, writing an EJ technical report and the EJ chapter of the project's NEPA document.
- Tennessee Department of Transportation (TDOT) Public Transportation Agency Safety Plan (PTASP) Assistance and Implementation, Nashville, Tennessee: Stephanie assisted in the development of an FTA-compliant PTASP on behalf of eleven public transportation agencies across the state under 49 CFR Part 673. Tasks included providing content for the statewide PTASP that covers and meets the needs of all participating agencies.
- Bonneville Power Administration (BPA) Environmental Support Services: Hot Springs–Anaconda Transmission Line Rebuild Environmental Impact Statement (EIS), Western Montana; Lane-Wendson Transmission Line Rebuild Project Environmental Assessment (EA); Alvey-Fairview Transmission Line Rebuild Project Environmental Assessment (EA): Stephanie was project manager for three separate projects leading a team of multi-disciplinary experts to conduct field assessments, prepare technical reports, complete permit applications, coordinate with design leads and conduct negotiations with federal regulatory agencies. She managed subconsultants, monitored financial performance, tracked action items, managed change control, provided clear direction to assure quality, reviewed technical documents for compliance with federal, state and local requirements and scope adherence and regularly checked-in with client to confirm satisfaction. Individual contract values ranged from \$1.2 to \$1.5 million.
- Oregon Department of Transportation (ODOT) US 97 Bend North Corridor EIS, Bend, Oregon: Stephanie was deputy project manager for a 5-mile highway expansion project to address safety, congestion and traffic flow problems in the northern portion of Bend. As deputy project manager, Stephanie coordinated with five subconsultants, conducted regular progress reporting and invoicing, and facilitated regular project planning meetings. Stephanie conducted a gap-analysis to identify next steps to link planning and environmental compliance tasks, authored an alternatives development report, and led public involvement outreach including preparing newsletters and managing website content. Key project issues included driver, bicyclist and pedestrian safety and conflicts at existing at-grade rail crossing; traffic modeling and simulation for a highly constrained corridor; access to businesses; residential and business displacements; and noise impacts. The project was recognized as the Women's Transportation Seminar Portland Chapter 2014 Project of the Year.



STEPHANIE J. SPRAGUE, PMP, AICP

Project Manager/Sr. Supervising Planner

- American Association of State Highway and Transportation Officials (AASHTO) Center for Environmental Excellence Environmental Case Study Development Project, Washington, D.C.: Stephanie was the task lead to update the case study portion of the website with examples of effective practices by state departments of transportation (DOTs). Environmental case study topics ranged from context-sensitive solutions and waste management to environmental justice and indirect and cumulative effects. Case study development included researching topics; interviewing and coordinating with state DOT subject matter experts; and summarizing best practices in concise, engaging case studies for online publication.
- WSDOT Industrial Way/Oregon Way Intersection Environmental Impact Statement (EIS), Longview, Washington: Stephanie was technical lead for the socioeconomic impact assessment for a project to grade-separate an intersection of two state highways (State Route 432 and SR 433), Oregon Way and three rail crossings. Key issues include pedestrian, bicycle and vehicle safety associated with at-grade rail crossings; residential, commercial and industrial land acquisition and displacements, and cumulative impacts in consideration of other major industrial development in the vicinity.
- California High-Speed Rail Authority High-Speed Rail Project, California: Stephanie was the environmental justice and community impact assessment (CIA) quality assurance reviewer for section-specific EIS/Environmental Impact Report (EIR) documents in northern, central and southern California. Stephanie is advising on segment-specific public outreach plans and reviewing deliverables to confirm compliance with federal, state and High-Speed Rail Authority guidance documents.
- Sound Transit Long-range Plan Update (ST3) and Programmatic Supplemental EIS, Seattle, Washington: Stephanie was senior environmental justice (EJ) advisor and coauthor of the project's EJ study, which looked at the adverse and beneficial impacts of transit improvements on low-income and minority populations in the Seattle area. The plan was approved by voters in November 2016.
- Community Transit Security and Emergency Preparedness Plan (SEPP), Everett, Washington: Stephanie was the quality assurance reviewer for SEPP to confirm deliverable met client requirements and WSP's standard for high-quality products.

Harry Saporta, CSP, WSO-CSSD, TSSP



Harry Saporta is an experienced surface transit safety and security executive who has worked with government and private industry clients over his 38-year career. He has extensive experience in developing and implementing SMS and transit security programs. He formerly served as safety and security executive at TriMet, where he led the agency in transitioning from a system safety program management style to an SMS.

Sound Transit Safety and Security Services, Seattle, Washington: Safety and security professional who assessed vulnerability for Central Link, reviewed security countermeasures for the Downtown Seattle Renovation Project, developed security guard services protocols, and developed a safety and security management plan.

Washington Area Metropolitan Transit Authority (WMATA) Safety and Security Support Services, Washington, DC: Safety and security professional who provided safety and security support services for WMATA. He provided safety and security certification technical support on capital projects, including new construction and rehabilitation projects, PHA reviews, and certification committee support. As part of this task, Harry developed and implemented a safety and security certification program in conformance with the FTA Handbook for Transit Safety and Security Certification.

WMATA Dulles Corridor Metrorail Project, Washington, DC: Safety and security professional who reviewed and confirmed the effectiveness of the process for identifying, resolving and mitigating hazards and security vulnerabilities. Harry assisted in developing certifiable items lists and conformance checklists, conducted verification reviews, and assisted with program audits.

Metropolitan Atlanta Rapid Transit Authority (MARTA) Armour Yard Rail Maintenance Facility Safety Certification Support, Atlanta, Georgia: Safety and security professional who provided safety certification services for the Armour Yard Rail Maintenance Facility. Harry reviewed the safety certification program plan to assure conformance with FTA guidelines for safety and security certification programs. He also developed checklists for safety and security critical elements and reviewed documentation for conformance with the safety and security criteria and specification requirements.

Bay Area Rapid Transit District (BART) San Francisco Stations and Transbay Tube Security System, San Francisco, California:

Task leader for BART's on-site security assessment of four downtown stations and the Transbay Tube to determine the best and most cost-effective strategies for detecting unauthorized people in restricted areas, unusual or suspicious activities of people and vehicles, and other security critical events. Harry assessed the security surveillance requirements for monitoring passenger stations and critical infrastructure. He also assessed sensor, security camera and intrusion technologies.

Caltrain Transbay Terminal, San Francisco, California: Safety and security professional who developed design basis elements for safety, fire/life safety and security design criteria. The design requirements were based on applicable codes, guidelines and standards for safety and security considerations. Design basis elements emphasized elimination of identified hazards; control of hazards to people, the public, and equipment that cannot be avoided or eliminated; and incorporation of CPTED elements.

Caltrain Rail Passenger Vehicle Procurement, San Francisco, California: Safety and security professional who provided safety engineering support for the procurement of passenger rail vehicles for the Caltrain 2025 Program. The support services included performance of a safety analysis and review of safety features to ensure conformance with FRA requirements.

Valley Metro Light Rail Vehicle Procurement, Phoenix, Arizona: Safety and security professional who provided safety engineering support for light rail vehicle procurement. The review included an assessment of the manufacturer's system safety program plan, safety analyses, and conformance with design specifications.

HIGHLIGHTS

- Leader in the development and implementation of SMSs
- Strong skills in developing and implementing safety certification programs
- Expert in safety risk analysis for transit

Firm: WSP

Years of Experience: 45

Professional Registrations and Certifications:

Certified Safety Professional:
Board of Certified Safety Professionals (7383)

Certified Safety and Security Director: World Safety Organization (24693)

Transit Safety and Security Program Certificate: FTA

Professional Safety Engineer: California (SF3233)

Education:

M.S., Public Health in Safety Management, Tulane University, 2000

B.S., Transportation Engineering, California Polytechnic State University, San Luis Obispo, 1975

Professional Memberships:

American Society of Safety Professionals, Member

APTA Rail Safety Committee, Member and Past Chair

Apta Bus Safety Committee, Member

APTA Infrastructure Security Committee, Member and Past Chair

Transit Cooperative Research Program, Member of Various Panels

American Society for Industrial Security International, Member



Kirsten J. Tilleman, AICP

Safety & Security Specialist



PROFILE

Kirsten Tilleman is a multimodal, transit and rail safety and security specialist with a strong background in applying research and analysis to system management and policies. She brings a keen understanding of transit system safety and security, proven skills in oral and written communication and multi-stakeholder collaboration, and an enthusiasm for transit planning. Kirsten executes safety and security risk evaluation and safety management systems (SMS) in public transportation projects. She has technical experience in risk-based transit system safety and security data gathering, analysis, planning, and certification; provides safety and security trainings to transit agencies; performs technical writing and editing; applies the MIL-STD-882 process and Crime Prevention through Environmental Design (CPTED) principles to transit systems; and supports agencies in compliance with various applicable transit safety and security regulations and guidance, such as 49 CFR Parts 673 and 674. Kirsten has a stellar record of balancing multiple demanding responsibilities and successfully executing them to exacting standards and high client satisfaction.

PROFESSIONAL DEVELOPMENT

Areas of practice

Transportation

Transit & Rail

Bus, light rail, street car, BRT,
high-speed rail, commuter rail

Safety and Security

Environment

Years of Experience

7 years

6 with WSP; 1 with others

Languages

English

Education

**M.S., Bren School of
Environmental Science &
Management, University of
California, Santa Barbara
(2013)**

**B.S., summa cum laude,
Natural Resources, College
of Forestry/University
Honors College, Oregon
State University (2011)**

American Public Transportation Association (APTA) Emerging Leaders Program Class of 2022
(Class of 2021 delayed to 2022 due to COVID-19)

American Institute of Certified Planners (AICP): American Planning Association 2017

CPTED Professional Designation (CPD): National Institute of Crime Prevention 2020

Transit Safety and Security Program (TSSP): Transportation Safety Institute In progress

PROFESSIONAL ASSOCIATIONS

Member: APTA Infrastructure & Systems Security Working Group & APTA Diversity & Inclusion Council Present

Immediate Past President & Co-chair of Diversity, Equity, & Inclusion Group: Oregon Chapter of the American Planning Association Present

PROFESSIONAL EXPERIENCE

- Sound Transit Security Certification Services for Capital Projects, Puget Sound Region, WA: support the security certification program for Sound Transit's capital projects across all modes. Work has included: reviewing and assessing established security processes and developing security documents including project descriptions, plans, and technical specifications; assisting in the performance of or conducting of verification reviews of third party deliverables submitted by contractors, original equipment manufacturers, and vendors; developing TVAs and a security hazard tracking log for assigned projects; serving as a liaison between Sound Transit Public Safety, project engineering, and contractors to help oversee security programs; preparing and presenting status reports and/or presentations on assigned security certification activities; coordinating with Sound Transit safety for an all-hazards approach; and providing risk management training for Sound Transit staff and contractors, including agency leadership.
- Sound Transit Safety Management System Implementation Support, Seattle, Washington: on-call support for Sound Transit, a multimodal agency, in conducting SMS policy development, SMS awareness training for agency staff, compliance checks with current and new SMS documentation, and research on SMS related items. Tasks include SMS training development and delivery for Sound Transit executives and director level staff, SMS-related research, and policy development and compliance checks assistance. Kirsten is also providing SMS implementation support for compliance with 49 CFR Part 673, including mapping existing safety documents and processes across the agency and identifying gaps.



Kirsten J. Tilleman, AICP
Safety & Security Specialist

- San Bernardino County Transportation Authority (SBCTA), San Bernardino Stations Security Study and Follow-up Support Services, San Bernardino, California: provided a security risk assessment including conducting site analyses, staff and stakeholder interviews, and TVAs for eight Metrolink stations within San Bernardino County. Security force capability and CCTV coverage were also assessed. The study led to formation of the Stations Technical Advisory Committee (STAC), which convenes representatives from each station owner and other stakeholders (e.g., Metrolink/SCRAA) to develop, coordinate, and implement security-related recommendations and best practices for management of the stations. The STAC's goal is to achieve consistent safety and security measures by coordinating and enhancing security presence at all stations, including staffing coverage, duties, surveillance, reporting, and training. WSP prepares for and facilitates the quarterly STAC meetings and provides research, expertise, and support to advance the goals of the STAC. A recent research topic is transit security impacts from public health emergencies.
- Various BRT safety and security projects: provided safety and security support for various BRT projects across multiple agencies. Tasks include drafting the project Safety and Security Management Plan (SSMP) and Safety and Security Certification Plan (SSCP); developing and facilitating threat and vulnerability assessment (TVA) and preliminary hazard analysis (PHA) workshops with project stakeholders including agency staff, jurisdictional partners, law enforcement, and project consultant staff; developing the TVA and PHA based on MIL-STD-882; and performing safety and security certification. Projects include:
 - Community Transit, Swift II Bus Rapid Transit (BRT), Everett, Washington
 - C-TRAN, Fourth Plain BRT, Clark County, Washington;
 - Fresno Area Express, Blackstone/Kings Canyon BRT, Fresno, California
 - Lane Transit District, West Eugene EmX Extension, Eugene, Oregon
 - TriMet Division Transit Project (DTP), Portland, Oregon
- Metropolitan Transportation Agency (MTA) Third Rail Risk Assessment, New York City, New York: lead the data and survey team to inform a risk assessment of third rail at grade crossings. The 2015 incident on MTA Metro-North's Harlem Line, known widely as the Valhalla crash, involved a commuter train striking a passenger vehicle at a highway rail grade crossing that caused the vehicle to dislodge sections of the third rail and penetrate the vehicle and the front train car. The National Transportation Safety Board (NTSB)'s accident investigation recommended MTA conduct a risk assessment, which MTA then contracted WSP to complete. Tasks included researching incident data, surveying domestic and international rail systems, field verifying MTA third rail characteristics, conducting multi-stakeholder workshops, and executing a risk-based hazard assessment.
- Sound Transit System Safety Program Consulting Services, Seattle, Washington: assisted with project management for general safety consulting services for Sound Transit's commuter rail, bus, and light rail operation. Work included updates of all system safety plans, hazard analysis, internal system safety trainings, and other safety services as required. Efforts included system safety plan review and update for Tacoma Link and Sounder, safety and security management plan revision, safety and security certification plan review, and hazard management program update. Kirsten helped provide risk management training for Sound Transit, training over 200 staff and contractors in system safety and security, including safety and security certification.
- East West Gateway Council of Governments (EWG) System-wide Security Assessment and Implementation for MetroLink, St. Louis, MO: Phase I performed a system-wide security assessment of the MetroLink light rail system that covers Metro's overarching security strategy, physical security, security technology, police and security staffing, security procedures and training, fare and fare enforcement, and stakeholder engagement. The assessment includes establishing existing security conditions through site visits and stakeholder interviews; applying Crime Prevention Through Environmental Design (CPTED) principles; outlining applicable industry best practices; performing a peer transit agency review comprised of security representatives from selected peer agencies; accomplishing stakeholder outreach and surveys; completing a TVA for MetroLink; and providing security recommendations based on the system-wide assessment. Additional tasks include providing project-related presentations to various stakeholder groups (e.g., jurisdictional leadership, Citizens for Modern Transit, EWG Board) and project coordination meetings. Phase II involved developing and implementing the overall security program.
- California High-Speed Rail Authority, California High-Speed Rail, Sacramento, California: assisted with safety and security consulting services for the design, engineering, and construction of the high-speed rail project in California, including PHAs based on MIL-STD-882, TVAs, safety and security committees, and safety and security certification. The program has an integrated safety and security program to ensure the highest level of safety and security for the project.



Kirsten J. Tilleman, AICP
Safety & Security Specialist

- Metropolitan Atlanta Rapid Transit Authority (MARTA) PTASP Assistance, Atlanta, Georgia: assisting in the development of an FTA-compliant PTASP under 49 CFR Part 673 that also meets the Georgia DOT Program Standard under 49 CFR Part 674. Tasks include supporting weekly agency PTASP Committee working meetings; conducting a gap assessment of the draft MARTA ASP against FTA and GDOT requirements; and revising the ASP to address gaps, clarify roles and responsibilities, and restructure for usability. The WSP team efforts in partnership with MARTA will produce an ASP that is implementable within the agency's operating environment.
- Community Transit, Security and Emergency Preparedness Plan (SEPP), Everett, Washington: leading development of a SEPP that is right-sized for Community Transit and meets TSA and FTA guidance and requirements as well as industry (e.g., APTA) best practice and guidance. Efforts include facilitating a stakeholder workshop and reviewing existing agency plans and procedures to inform SEPP development. The team is also collaborating with Community Transit to develop plans and procedures to fill gaps in the SEPP as they apply to the agency.
- Dallas Area Rapid Transit (DART) Stations Safety and Security Assessment, Dallas, Texas: assessed safety and security risk at DART light rail stations in the Central Business District to identify both quick/easy and long term/larger projects that to increase the safety and security at stations. The assessment emphasized Crime Prevention through Environmental Design (CPTED) and used a combination of site visits, stakeholder meetings, document review, and industry knowledge to develop a suite of findings and recommendations for enhancing station safety and security.
- Tennessee Department of Transportation (TDOT) Public Transportation Agency Safety Plan (PTASP) Assistance and Implementation, Nashville, Tennessee: assisted in the development of an FTA-compliant PTASP on behalf of eleven public transportation agencies across the state under 49 CFR Part 673. Tasks included coordinating with TDOT and the eleven participating agencies, conducting PTASP development workshops, and drafting the statewide PTASP that covers and meets the needs of all participating agencies. Awarded follow-up task order for assisting with implementation of the PTASP at the 11 agencies, including SMS maturity assessments, SMS trainings, and SMS implementation plans.
- Metropolitan Council Southwest Light Rail Adjacent Railroad Hazard Analysis, Minneapolis, Minnesota: providing a site-specific, risk-based assessment of the hazards posed by the 1.4 miles of adjacency between the planned 14.5-mile Southwest Light Rail (METRO Green Line Extension) and the adjacent freight railroad. The assessment uses the Adjacent Railroad Hazard Risk Assessment Model (ARHRAM), originally developed in 2012 by the California High Speed Rail Project, to evaluate the risk associated with both freight rail and light rail derailment into the adjacent trainway. ARHRAM assess risk by rating rail line characteristics that could influence the incident of intruding upon the adjacent trainway.
- Regional Transportation District (RTD) SMS Implementation Assistance, Denver, Colorado: assisting in the implementation of SMS throughout RTD under 49 CFR Part 673. The WSP team is assessing RTD's SMS maturity and advising on goals and objectives for moving RTD from its current SMS maturity level to full SMS maturity. The assessment includes direction for measuring achievement of SMS maturity and actions for achieving SMS maturity.
- Maryland Transit Administration Systems Safety Services, Baltimore, MD: On-call contract providing technical expertise and assistance in the areas of system safety and security, safety and security hazard analysis, safety and security training, safety and security certification, and quality control processes. Tasks included:
 - Safety and security services for the BaltimoreLink bus optimization project for all Tier I and Tier II facilities, including bus, heavy rail and light rail service and signage.
 - Assisting MTA's Locally Operated Transit Systems, 22 smaller bus-only transit systems managed under MTA, in development of ASPs, including training materials, worksheets, and other documents to assist SMS program development and FTA-compliant ASPs.
 - Conducting an SMS gap analysis of MTA core rail and bus programs, including a workplan for recommended improvement actions.
 - Supporting MTA in implementation of SMS and nonpunitive Employee Safety Reporting Program..
- Amtrak Chicago Union Station Headhouse Redevelopment Security Assessment, Chicago, Illinois: providing security risk evaluation and support, including TVAs and security design criteria, for the redevelopment efforts of this historic train station.
- South Florida Regional Transit Authority, Independent Review and Security Assessment and Follow-up Support, Fort Lauderdale, Florida: provided rail system and infrastructure TVA, starting with an audit of the 2014 TVA and followed by updating the TVA with current crime data and agency input.

Charles Rappleyea

QUALIFICATIONS

- Dedicated professional with strong organizational management, security and transit skills
- Over 29 years of policing, security, supervision, safety and emergency response and preparedness experience as a field provider, Police Sergeant and subject matter expert. 14 of those years were spent specifically in public transportation.
- B.A. in English with Minor in Psychology
 - Basic Law Enforcement Training (BLET)
 - Law Enforcement Supervisory Training - Sergeant
 - Transportation Safety Institute (TSI) Instructor
 - World Safety Organization (WSO) Safety and Security Director
 - Department of Homeland Security Secret Clearance

EMPLOYMENT HISTORY

WSP USA, 2018-present

Transit Security Consultant

- Review rail systems for passive and active security measures
- Review security policies and procedures and provide best practices for implementation and coordination with local responders
- Provide peer reviews of transit agencies of similar size and operations
- Make security related recommendations to improve transit agencies
- Team member of the East-West Gateway System Wide Security Assessment of the MetroLink (Bi State development) System- Phase 1
- Phase 2-2019 team member advising prioritization, design and initial implementation of the recommendations

Interim Director of Security, May-September 2019; St. Louis Missouri, Contract- MetroLink

- Management and oversight for the Metro Public Safety Security Team
- Public Safety Staff strategy deployment and direction
- Day to Day coordination with local law enforcement
- Management of contracted security company including coordination of resources and directing deployment adjustments
- Make security related recommendations to MetroLink Senior Leadership
- Review MetroLink security policies, procedures and regulations
- Coordination with the Transportation Security Administration (TSA)

Police Sergeant, 1995-2016; Charlotte-Mecklenburg Police Department (CMPD), Charlotte, North Carolina

Transit Unit Police Sergeant, 2002-2016

- Supervise transit unit officers to include scheduling, performance appraisals, identify training needs and review reports
- Liaison between the Charlotte-Mecklenburg Police Department and the Charlotte Area Transit System (CATS) and Transit Company Police
- Respond to emergency incidents and acts as Liaison between local, state and federal law enforcement agencies
- Transportation Security Administration (TSA) Rail Security Coordinator for the CATS system
- Implement department-wide safety and security training for new light rail mass transit system
- Participate in CATS committees such as Fire Life Safety (FLS), Safety and Security (SSC) and the Safety and Security Review Committee (SSRC)
- Participate and support FTA and State Safety Oversight (SSO) quarterly meetings and audits
- Work with CATS staff, the city attorney and police attorney to identify solutions to legal problems
- Create, implement, and oversee the Transit Security Plan for the 2012 Democratic National Convention
- Management team member during design, construction, testing and initial startup of light rail operations

- Develop, manage and coordinate the light rail vehicle and streetcar Emergency Safety and Awareness online training for CMPD officers
- Perform data collection and analysis on crime information
- Develop, review and update SOP's and emergency response plans related to CATS and CMPD activation
- Provide updates on legislative issues that affect transit business
- Assist in the development of the CATS Gang Awareness Training Video
- Provide community outreach to local organizations
- Practical knowledge of the Transit Security Grant Program
- Provide security services during special events, track service to right of way, or rail systems testing as required or requested
- Works on special projects meeting with planners, developers and construction contractors building and expanding rail system such as CATS Blue Line Extension (BLE) and Gold Line (Streetcar)
- Promotes sound crime prevention measures through the use of Crime Prevention Through Environmental Design (CPTED) studies of CATS property
- Conduct threat vulnerability and risk assessments (TVA)
- Review design criteria, construction plans and blueprints for security elements
- Subject matter expert for the CATS See Something Say Something mobile application
- Liaison with industry security standards committees
- Develop emergency exercise program through design, management, conduct and evaluation of drills, tabletop and full-scale exercises

Police Management Assessor, 1999-2016

- Travel to police departments across the country to serve as an assessor for promotional processes
- Review, rate and make recommendations of line officers to police leadership for future command staff personnel

Administrative Aide Sergeant, Field Operations, 2000-2002

- Provide administrative direction and support for inner city police district comprised of 89 patrol officers, nine sergeants and two civilian support personnel
- Administrative aide to the District Captain
- Manage fiscal affairs of district budget of \$5.4 million
- Manage fleet maintenance
- Supervisor of field training officers
- Served as Interim District Captain
- Patrol staffing study committee member
- Coordinate and supervise dignitary protection
- Chairman of the United Way Campaign for CMPD

Patrol Sergeant, Field Operations, 1995-2000

- Provide front line shift supervision to 20 emergency first responders in a diverse inner-city community
- Serve as the police liaison to the Charlotte-Douglas International Airport and the Charlotte Coliseum
- Develop successful marketing strategy for a major transportation initiative dealing with high crash areas
- Supervisor of field training officers
- Member of the field training program restructure committee

Community Police Officer, Field Operations, 1993-1995

- Liaison between community stakeholders and inner-city neighborhoods
- Identify resources for neighborhood growth and stability
- Collaborate with public service providers and private entities to identify and solve community issues
- Conduct public forums on crime prevention

Police Officer, Field Operations, 1988-1993

- Front line emergency response police officer
- Field training officer for new police recruits
- Manage and coordinate major crime scenes
- Serve as district detective

Transportation Safety Institute Instructor, 2005-Present; Transportation Safety Institute (TSI), Charlotte, North Carolina

- Deliver safety and security training to transit agencies throughout the United States
- Subject matter expertise includes Transit Response to Bus and/or Rail Hijackings

Adjunct Professor, 2000-2004; Carolinas Institute for Community Policing, North Carolina and South Carolina

- Conduct training to police departments across North Carolina and South Carolina
- Subject matter expertise includes: Ethics & Integrity, The Changing Roles of Police Supervisors, Community Policing and Applied Problem Solving

TRAINING COMPLETED

Threat Management & Emergency Response to Bus/Rail Hijacking Seminar Transit Rail System Safety Instructor Excellence - TSI Instructor Transit System Security Fundamentals of Bus Collision Investigation Transit Bus System Safety Transit Rail Incident Investigation Effectively Managing Transit Emergencies Transit System Security: Design Review Transit Explosives Incident Management Seminar Smith System Driver Training Sergeant's Supervisory Training Emergency Response and Pursuit Vehicle Operations Awareness Level WMD Response Training Testing Light Rail Emergency Safety and Awareness Dignitary Protective Operations Diplomatic Immunity, Consular and Military Notification Streetcar Safety Awareness Training Training Coordinator Training Continuity of Operations (COOP) Awareness	Strategic Counter Terrorism for Transit Managers Crime Prevention Through Environmental Design HAZMAT, Level I—awareness Incident Command System (ICS) American Red Cross CPR/First Aid/AED Anti-Terrorism (WMD) General Facilitator Training Enhanced Threat & Risk Assessment ICS 100, 200, 300, 400, 700 & 800 Ethics and Situational Awareness Mobile Crisis Team Training Criminal Intelligence Bomb Threats and Explosive Devices Civil Emergency Unit (CEU) Clandestine Drug Laboratories Hazardous Communication Standard First Line Supervisor Leadership Workshop Response to Critical Incidents Rapid Emergency Deployment Training Diversity Training for Leaders IS -120.a An Introduction to Exercises IS-130 Exercise Evaluation and Improvement Planning
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TRAINING PROVIDED

Threat Management & Emergency Response to Bus/Rail Hijacking Seminar Ethics & Integrity The Changing Roles of Police Supervisors Community Policing Applied Problem Solving Improvised Explosive Devices (IED) Threat Management and Public Transportation Operation Lifesaver Rail Safety
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VOLUNTEER WORK

- Chairman, United Way campaign, Charlotte-Mecklenburg Police Department
- United Way of Central Carolinas
- Arts & Science Council
- CMPD Women's Mentoring Network, Charlotte-Mecklenburg Police Department
- Secret Santa
- Battered Women's Shelter
- Uptown Men's Shelter
- Burnette Nobles Memorial Fundraiser
- Hearts & Hammers
- Police Explorers
- Willow Brook Neighborhood Watch Association
- Chairman, Zoning Board of Adjustments for the City of Stallings, N.C.

CERTIFICATIONS AND LICENSES

- Law Enforcement Officer, North Carolina Standards & Training Commission
- Law Enforcement Supervisory Training - Sergeant
- Transportation Safety Institute (TSI) Instructor
- Transportation Safety and Security Professional (TSSP)- Bus and Rail
- World Safety Organization (WSO) Safety and Security Director - Bus and Rail
- Operation Lifesaver Instructor

MEMBERSHIPS

- Third Degree Master Mason - Mint Hill Lodge #742
- Thirty-second Degree Scottish Rite Mason - Charlotte, North Carolina
- Fraternal Order of Police, National
- American Society of Industrial Security (ASIS)
- American Public Transportation Association (APTA)
 - Past Vice-chair of Committee on Public Safety
 - Vice-chair of Infrastructure and Security Working Group
 - Facilitated a collaboration between the Transit Cooperative Research Program (TCRP) and APTA on police staffing issues, crime trends, and information sharing

EDUCATION

Bachelor of Arts, English with a minor in Psychology, 1987; University of North Carolina at Charlotte, Charlotte, North Carolina

Charlotte Police Department, 1988; Basic Law Enforcement Training (BLET), Charlotte, North Carolina



ALEXANDER S. UBIADAS, MPA, CEM, TSSP

Emergency Management Practitioner

Years with the firm

<1

Years total

20+

Areas of Practice

Emergency Management

Transit Safety and Security

**Program and Project
Management**

Physical Security

Hazmat and CBRNE Response

Instructing

**Criminal and Internal
Investigations**

**Policy Development and
Analysis**

Collaboration

Leadership

CAREER SUMMARY

Alexander S. Ubiadas is an experienced emergency management professional with more than 20 years of cumulative experience in the military and civilian sectors. He has been responsible for developing and administering all-hazards emergency management and security programs and projects, which includes having served in many capacities such as an Exercise Evaluation Team (EET) member, Emergency Operations Center (EOC) Director and Manager, Emergency Support Function 5 (ESF-5) representative, Multi-Agency Coordination Center (MACC) representative at various jurisdictional levels, Emergency Responder, Emergency Management Instructor, Incident Commander, and more. Most recently, his experience has been focused on managing the ongoing coronavirus pandemic (COVID-19) as the Emergency Manager for the Tri-County Metropolitan Transportation District of Oregon (TriMet).

Alexander's professional background also includes experience in security program management unconventional warfare, law enforcement investigations, and executive protection. Some examples are, conducting Threat and Vulnerability Assessments (TVA), Crime Prevention Through Environmental Design (CPTED) assessments, serving on Chemical, Biological, Radiological, Nuclear and High-Yield Explosive (CBRNE) counter-terrorism and interdiction teams, development and management of Critical Infrastructure and Key Resource (CIKR) Asset Protection programs, protecting government officials or their guests, and more.

Alexander has the experience, education, dedication, and professionalism to perform well in collaborative and innovative environments while also being mindful of project and program parameters. He contributes by providing fresh and new ideas to the development of enduring solutions.

EDUCATION

- Master of Public Administration (M.P.A.), Disaster Management, American Military University, 2020
- Transit Mid-Manager Course, Eno Center for Transportation, 2018
- Bachelor of Arts (B.A.), Emergency and Disaster Management, American Military University, 2011
- Undergraduate Certificate (U.C.), Forensic Epidemiology, West Virginia University, 2009
- Emergency Management, Community College of the Air Force Associate of Science (A.S.), 2007

CERTIFICATIONS

- Certified Emergency Manager, International Association of Emergency Managers
- Certified Safety and Security Director, World Safety Organization
- Transportation Safety and Security Professional – Rail, U.S. Department of Transportation, Transportation Safety Institute
- Oregon Certified Emergency Management Specialist, Oregon Emergency Management Association
- Incident Command System – ICS Train the Trainer, Federal Emergency Management Agency
- Hazardous Materials Technician, U.S. Department of Defense
- Investigator, City and County of Honolulu



ALEXANDER S. UBIADAS, MPA, CEM, TSSP

Emergency Management Practitioner

PREVIOUS EXPERIENCE

Before joining WSP, Alexander's experience included:

- **Emergency Manager, Tri-County Metropolitan Transportation District of Oregon, 2016 to 2020:** responsible for managing the development and implementation of TriMet's emergency management, law enforcement, and security programs within its jurisdictional boundaries encompassing three counties and a population of over 300,000 people daily across Bus, Light Rail, Commuter Rail, and Para-transit service modes. Alexander also served as an on-call agency Safety Officer ensuring all federal and state regulatory safety requirements were met including responding to and investigating mishaps and hazards on the system. Alexander was responsible for TriMet's incident management of the COVID-19 pandemic. This included activating and managing the Emergency Operations Center (EOC), activating the Incident Command System (ICS) structure, implementing the Emergency Operations Plan (EOP), implementing the Continuity of Operations Plan (COOP), maintaining close coordination with various public health authorities and other external partners, providing subject matter expertise to the Virus Leadership Team ensuring compliance with current health guidance and industry best practices, providing just-in-time ICS training to staff assigned to the ICS structure, and providing various reports to internal and external stakeholders regarding changes in public health guidance and TriMet's plans for ensuring a safe system. He also collaborated and coordinated with local healthcare systems to broker access to expedited testing for over 3,500 TriMet employees regardless of insurance carrier and in some cases, an employee's ability to pay for a test. Additionally, he was responsible for establishing a partnership between TriMet and the Native American Rehabilitation Association (NARA) by coordinating the use of a TriMet park and ride facility to aid the Native American population of Multnomah County with gaining access to a convenient drive-thru testing location. In this role, Alexander has led many teams and projects associated with system safety, system security, and emergency management. He has contributed subject matter expertise to major service improvement projects such as rail, switch, and signal replacement or upgrade projects. Additionally, He has been involved with various external projects with the American Public Transportation Association (APTA) and local regional partners.
- **Lead Instructor U.S. Department of Transportation, Transportation Safety Institute, 2017 to Present:** teach the Effectively Managing Transit Emergencies course. This course is a mobile delivery course designed to teach emergency management fundamentals, including but not limited to NIMS/ICS principles, federal regulations, Stafford Act and other assistance programs, etc., to public transportation agencies across the country.
- **Emergency Management Officer, Honolulu Board of Water Supply, 2010 to 2016:** responsible for the safety and security of the clean water critical infrastructure of the island of Oahu. This included thousands of miles of pipeline, over 600 employees, over 300 facilities, thousands of assets, and hundreds of daily visitors. Some of Alexander's duties included performing research and analysis, conducting investigations, creating policies, developing and implementing plans and procedures, liaising with external stakeholders, and managing operating and capital improvement budgets annually. He directed and managed all of this with a combined in-house and contracted staff of 30 under his supervision. Additionally, he served as the lead advisor to the board chair



ALEXANDER S. UBIADAS, MPA, CEM, TSSP

Emergency Management Practitioner

and members, department director, and deputy director regarding emergency management, law enforcement, and security matters. As necessary, he would arrange for and provide personal security details for them and their distinguished guests when attending functions away from the office. In this role he led incident management efforts for various emergencies including hurricanes, tsunamis, wildfires, threats of terrorism, and active threats at facilities.

- **Emergency Manager, United States Air Force, 2007 to 2015:** role was to identify, budget, and request for equipment and supplies used by emergency management response teams in addition to assigning, training, and deploying them. He also supervised teams engaged in CBRNE monitoring and contamination control operations. Upon receipt and review of their findings, he identified the hazards present, visually plotted areas of contamination and the associated levels of concentration. In this position, he also provided Chemical, Biological, Radiological, Nuclear, and High Yield Explosive (CBRNE) Survival Skills training to thousands of military and Department of Defense (DoD) civilian personnel in accordance with various rules and regulations. Additionally, he developed and implemented Community Emergency Response Team (CERT) and Shelter in Place (SIP) programs for the base. For each program, Alexander had to coordinate the outreach, training, and logistics with military units, DoD offices, and dependent family communities.
- **Emergency Management Consultant, Sole Proprietor UbiSafe, LLC., 2012 to 2015:** offered affordable emergency management consulting services to families, community organizations, and companies in Hawaii of all sizes, in a wide variety of industries. Some of the primary areas of practice included All-Hazards Emergency Management Planning, Education and Training, Program and Project Implementation Assistance, and Developing or Facilitating Exercises and Drills.
- **Emergency Management Specialist, United States Air Force, 2009 to 2010:** while serving in this position, Alexander developed, executed, and maintained the emergency management training program for the base populous, personnel being forward deployed from the base to other combat locations, and his own emergency management flight to ensure full combat and CBRNE operational capability of the 386th Air Expeditionary Wing and attached coalition forces in direct support of Operations Iraqi Freedom and Enduring Freedom. Additionally, he led the development and execution of the base's bunker plan ensuring the safety of over 2,400 personnel from enemy attack due to conventional munitions. He also performed CBRNE threat analysis of all detection alarms verifying that no CBRNE threat existed on or off base at various locations. This activity also included being assigned to joint and coalition operations missions addressing CBRNE counter-terrorism, reconnaissance, and interdiction. As needed, Alexander served on personal security details for high-profile military personnel, American dignitaries, and coalition country dignitaries.
- **Program Manager, United States Air Force, 2008 to 2009:** while serving as the manager of the government purchase card program, Alexander was responsible for ensuring that all units of the HIANG were able to efficiently and effectively acquire resources via small purchases using a government credit card in accordance with various rules and regulations. In this role, he also performed all required duties of the Agency/Organization Program Coordinator (A/OPC) including annual audits of all cardholder accounts, error troubleshooting, credit limit adjustments, and required training for cardholders and unit managing account designees. He was also responsible



ALEXANDER S. UBIADAS, MPA, CEM, TSSP

Emergency Management Practitioner

for assisting military units with their procurement needs by processing and executing requests for contracts, requests for bid proposals, and GSA micro-purchases on behalf of the U.S. Government. For larger construction projects, he would also serve as the Contracting Officer's Representative (COR) by physically assessing work sites and meeting with contractors to ensure quality and compliance.

- **Search and Rescue Specialist, United States Air Force, 1999 to 2007:** operational specialization in Search and Rescue (SAR), Disaster Response and Recovery, Counter Drug Operations, Emergency Communications, and Homeland Security Operations. When assigned as an aerial observer on SAR missions over land and sea, Alexander was responsible for scanning the search area below the aircraft for signs of wreckage, distress signals, or other observable leads that might indicate a person in distress, based on available information. Once found, he would direct ground or sea units, as applicable, to the location for further assistance. In areas of spotty communications, he would also act as an air operations controller to ensure safe operations involving multiple aircraft assigned to the same search grid. When not assigned as aircrew, Alexander served on ground SAR teams assigned to rescue and recover people in distress such as survivors of aircraft crashes, lost hikers, or post-disaster survivors. He led teams mounted on vehicles in addition to traversing various terrain on foot to accomplish SAR missions or other types of missions relating to counter-drug or homeland security operations. On occasion, other ground missions included personal security detail support.

AWARDS

- Air Force Achievement Medal United States Air Force, 2010
- Iraq Campaign Medal United States Air Force, 2010
- Airman of the Year (Group Level) Hawaii Air National Guard, 2010
- Airman of the Month (Squadron Level) United States Air Force, 2008 & 2009
- Emergency Management Safety Award (Flight Level) United States Air Force, 2010
- Various Other Military Awards & Decorations United States Air Force & Hawaii Air National Guard, 2007 - 2015
- Top 500 Security Leaders, Alexander S. Ubiadas, Jr., MPA, CEM, TSSP - page 7, Security Magazine, 2011, 2013, 2014, 2015
- Unit Commendation Medal Portland Police Bureau, 2019



LAUREN GERMAN

Senior Rail and Transit Planner



Years with the firm

12

Years total

20

Areas of practice

Rail planning, capital improvement projects, prioritization strategy, strategic planning, data gathering and analysis

CAREER SUMMARY

Lauren German is an talented, practical, and results-oriented rail and transit planner and project manager with approximately 12 years' experience with WSP where she held positions of increasing responsibility in rail and transit planning. Lauren is experienced in providing project- and program-specific support to transportation and rail public agencies. She has led the development of project technical deliverables associated with transit and rail planning, analysis, and support.

Lauren has a track record of exceeding expectations. Her analytical and communication skills make her easily adaptable to changing situations. Lauren has built strong relationships and trust with stakeholder agencies in California and has consistently delivered quality work to meet client needs.

EDUCATION

M.S., Transportation Management, College of Business at San José State University, with support from the Mineta Transportation Institute Anticipated 2021

B.A., Media, Minor in Writing, University of California San Diego, San Diego, California 2001

PROFESSIONAL MEMBERSHIPS

Women's Transportation Seminar (WTS)

Rail Association of Southern California

PROFESSIONAL EXPERIENCE

- Los Angeles County Metropolitan Transportation Authority (Metro) Noise and Vibration Study for the Metrolink Central Maintenance Facility (CMF), Los Angeles, California: Project manager for this study to conduct an independent noise and vibration study to analyze impacts to the surrounding communities and provide potential mitigating measures.
- Orange County Transportation Authority (OCTA) Hazard Mitigation Plan, Orange County, California: Deputy project manager and local coordinator for this comprehensive and inclusive planning process to develop a mitigation strategy to reduce risks posed by hazards.
- Orange County Transportation Authority (OCTA) OC Rail Infrastructure Defense Against Climate Plan, Orange County, California: Deputy project manager and local coordinator for this project that aims at developing a comprehensive plan to determine if conditions related to climate change negatively impact the rail service, operation, and infrastructure within the Orange County railroad corridor. Lauren's role is to help provide rail knowledge and technical expertise to a team of highly qualified climate and resiliency technical experts and help provide quality management and oversight of the project contract.
- Maryland Department of Transportation (MDOT) Maryland Transit Administration (MTA) Feasibility Study for Fare Capping Policy, Maryland: Technical support responsible for developing a list of potential risks and mitigations in implementing a fare capping system across commuter rail and public transportation services that



LAUREN GERMAN

Senior Rail and Transit Planner

receive funding from the Transportation Trust Fund or the General Fund of the State.

- Los Angeles-San Diego-San Luis Obispo (LOSSAN) Corridor Optimization Consultant Services, Orange, California: Project manager for the WSP subconsultant team to prime consultant, Deutsche Bahn Engineering & Consulting USA Inc. Project entails a comprehensive review and analysis of current and future operations along the LOSSAN rail corridor between San Diego and San Luis Obispo. Task lead for the stakeholder engagement effort. Responsible for leading WSP team in reviewing and documenting current operations along the LOSSAN Rail Corridor, developing optimized and integrated service plans and operating scenarios, developing a capital improvement plan for the LOSSAN corridor south of Los Angeles Union Station, and supporting cost and revenue options for integrated ticketing.
- LOSSAN San Diego County Layover and Maintenance Facility Site Study, Orange, California: Project manager for this study to review previous efforts and analyze current conditions for locating a feasible site for a new layover and maintenance facility for the Pacific Surfliner intercity service in San Diego County. Responsible for coordinating efforts of the WSP facility technical experts and input from stakeholders to ultimately provide the LOSSAN Rail Corridor Agency with a prioritized list of up to six site recommendations.
- Southern California Regional Rail Authority (SCRRA) Project Management, Construction Management, and Staff Assistance Services, Los Angeles, California: Contract manager for the overall on-call contract. Technical support, task lead, and project manager for various task orders. Assisted in identifying service improvements to expand travel options for the San Bernardino Line Transit Corridor Planning Study. Prepared conceptual equipment cycles for 2023 conceptual service plans to assist SCRRA estimate the equipment and crew needs for the Transit and Intercity Rail Capital Program (TIRCP) grant application with the State of California. Developed a spreadsheet to estimate crew costs for existing and alternative Metrolink crew cycles to evaluate the feasibility of providing midday relief opportunities to crews. Task lead for the drafting of the SCRRA Security and Emergency Preparedness Plan (SEPP) that fully aligns with APTA guidelines and requirements. Deputy project manager for the Metrolink Central Maintenance Facility (CMF) Facilities Modernization and Eastern Maintenance Facility (EMF) Buildout Study.
- Los Angeles County Metropolitan Transportation Authority (Metro) Antelope Valley Line Study, Los Angeles, California: Technical support in evaluating and prioritizing a set of rail infrastructure projects along the Metrolink Antelope Valley Line, north of Burbank Junction, to support an increase in service and reduction in travel time.
- San Diego Association of Governments (SANDAG) On-Call Transit Planning Services, San Diego, California: Task lead for the update of the Infrastructure Development Plan (IDP) for the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor in San Diego County. Responsible for validating current and future passenger and freight service levels and infrastructure assumptions for current, mid-term, and long-term scenarios, then analyzing and preparing a prioritized rail improvement plan to be included in the update to the IDP. Outlined the qualitative and quantitative benefits of major capital projects in the revised IDP to describe the benefits of these projects and if they could be paired with other projects to maximize their benefits for grant funding applications and pursuits. Prepared and



LAUREN GERMAN

Senior Rail and Transit Planner

submitted the final deliverable, the update of the IDP for the LOSSAN Rail Corridor in San Diego County.

- Riverside County Transportation Commission (RCTC) On-Call Rail Operations, Riverside, California: Contract manager and technical support. Analyzed the feasibility of short-, mid-, and long-term service and infrastructure needs to support growth along for Metrolink lines in Riverside County. Analyzed potential near-term expansion of weekend Metrolink service along the Perris Valley extension of the 91/Perris Valley (91/PV) Line and developed alternative schedules and technical memorandum. Lauren was also responsible for gathering and updating parking and ridership data. She prepared the technical analysis to accompany engineering drawings that captures the issues and provides viable options for the redesign of the Riverside-Downtown Station to expand capacity. Provided technical support for the Perris Valley Line (PVL) Growth Study, including timetable schedule options. Lauren provided technical support in preparing Project Definition Reports for potential infrastructure projects along the PVL extension that would allow for increased station capacity and for the proposed future train schedules to be operated; developed Fact Sheets for these projects. Prepared the update to the RCTC Rail Short Range Transportation Plan.
- OCTA Commuter Rail On-Call Services, Orange County, California: Deputy contract manager and technical support for the development of a Rail Investment Plan, a Signal Optimization Analysis, and the update of the Orange County Grade Separation Priorities. As part of the Rail Investment Plan, Lauren was responsible for reviewing the ongoing and planned capital work on the OCTA right-of-way (Orange and Olive Subdivisions), reviewing the unfunded rehabilitation projects, and identifying and defining possible new projects, leading to a memorandum that recommended and prioritized near-term projects to assist OCTA with the development of its Rail Capital Budget and help ensure funding availabilities are realized to their fullest extent. As part of an additional contract task order, Lauren was responsible for reviewing Southern California Regional Rail Authority (SCRRA) and Los Angeles-San Diego-San Luis Obispo (LOSSAN) Board and committee agendas and preparing analysis reports, ensuring she maintains up-to-date knowledge of objectives and activities of the rail agencies.
- Rose Development Transit Alternatives White Paper, Costa Mesa, California: Task lead responsible for proposing transit options to serve a private residential development area that is adjacent to major business centers. Challenges and opportunities of each transit option were analyzed and presented in a white paper for the developer. Options explored included extending existing rail service, a new Bus Rapid Transit (BRT) line along Harbor Boulevard, microtransit, and accommodations for Transportation Network Companies (TNCs).
- SCRRA Strategic Plan Development, Los Angeles, California: Responsible for updating and revising technical data and incorporating agency comments into final drafts of the 2015 SCRRA Strategic Plan, Strategic Plan Technical Appendix, and Short-Range Transportation Plan, which identified service growth assumptions and capital needs throughout the Metrolink system.
- Metrolink Service Expansion Program (MSEP), Orange County, California: Project administrator responsible for document control, coordination and participation in team meetings, drafting and editing of operational analysis reports to review the potential impacts to train operations with the introduction of 30-minute passenger service. Lauren also acted as project controls task lead responsible for tracking



LAUREN GERMAN

Senior Rail and Transit Planner

SCRRA budgets and issuing Orange County Grade Crossing invoices to the participating cities for their funding share on a quarterly basis.

- North County Transit District (NCTD) On-Call Planning Services, San Diego, California: Technical support for the Feasibility Analysis and Cost Estimates of SPRINTER/COASTER Integrated Service. Responsible for developing preliminary operating plans and assisting in the preparation of the Benefits and Constraints Analysis.
- Santa Barbara County Association of Governments (SBCAG) Rail Planning Services, Santa Barbara, California: Technical support in preparing a technical memorandum to identify and evaluate options for re-scheduling Pacific Surfliner intercity service to support peak commute service between Ventura and Santa Barbara Counties. Analyzed the service options prepared for the study to identify the pros and cons and compare each option against the objective of the study.
- Anaheim Regional Intermodal Transportation Center (ARTIC) project, Anaheim, California: Project administrator/coordinator through the design phase and acting office engineer during the construction administration phase. During the design phase, Lauren was responsible for coordinating with the 19 subconsultants on the team; document control; technical and copy editing of deliverable documents; utilizing Microsoft Office and Adobe Creative Suite to create professional presentation of deliverable documents; and reviewing and managing design specifications from development through the bid document addenda process. During construction administration, Lauren provided on-site representation for the architect/engineer design team and acted as office engineer responsible for processing and responding to RFIs and submittal packages; preparing change orders and design bulletins; examining change order proposals submitted by the Contractor and providing justifications as to whether additional funds were entitled; and managing the punch list during close out. Lauren also engaged in stakeholder coordination, including assisting in the coordination of the installation of the Public Information Display System (PIDS) by Amtrak for the facility.

APPENDIX C. PROPOSAL FORMS

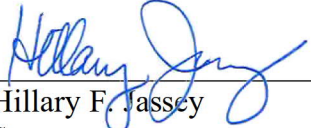
WSP USA INC.

SECRETARY'S CERTIFICATE

I, Hillary F. Jassey, Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on August 4, 2020 the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been revoked and that, as Senior Vice President, Christopher L. Peters is authorized by the Delegation of Authority to sign proposals, prime agreements, amendments, task work orders, and other binding documents between the City of Montebello, California and the Corporation.


Hillary F. Jassey
Secretary

November 19, 2020
Date

CORPORATE SEAL



WSP USA INC.

OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
President and CEO	Bernard P. McNeilly	New York, NY	(1)	X
Executive Vice President	Lewis P. Cornell	Orange, CA	(2)	
Senior Vice President & Treasurer	Andrew C. Esposito	Orange, CA	(2)	
Senior Vice President	Arpit Talati	Dallas, TX	(6)	
Senior Vice President	Christopher L. Peters	Orange, CA	(2)	
Senior Vice President	David B. Terry	Upper Saddle River, NJ	(7)	
Senior Vice President	Denise Turner Roth	Washington, DC	(5)	
Senior Vice President	Garry E. Nunes	New York, NY	(1)	
Senior Vice President	Gerald S. Jannetti	New York, NY	(1)	
Senior Vice President	J. Steven Paquette	New York, NY	(1)	
Senior Vice President	John Trotta	Chicago, IL	(9)	
Senior Vice President	Joseph B. Willhite	Chicago, IL	(9)	
Senior Vice President	Joseph G. Pulicare	New York, NY	(1)	
Senior Vice President	Pamela Townsend	Raleigh, NC	(8)	
Senior Vice President	Roger W. Blair	Houston, TX	(3)	X
Senior Vice President	Sam Knaster	Philadelphia, PA	(4)	
Vice President	Andrew J. Lynn	New York, NY	(1)	
Vice President	Kevin B. Reed	San Diego, CA	(10)	
Assistant Vice President	Amir J. Degany	Boston, MA	(11)	
Assistant Vice President	David Patterson	Baltimore, MD	(13)	
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	(15)	
Assistant Vice President	Leslie Gartner	Atlanta, GA	(12)	
Assistant Vice President	Robert Rohlf	Kansas City, MO	(14)	
Assistant Vice President	Sandy Bishay	New York, NY	(1)	
Secretary	Hillary F. Jassey	New York, NY	(1)	
Assistant Secretary	Cary M. Siegel	New York, NY	(1)	
Assistant Secretary	W. Stephen Dale	New York, NY	(1)	
Controller	Nicholas P. Mitrakis	New York, NY	(1)	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	(16)	
Board Director	Gregory P. Benz	Eliot, ME	(17)	X
Board Director	Michael J. Abrahams	New York, NY	(1)	X
Board Director	Richard Rome	Dallas, TX	(6)	X

WSP USA INC.

OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
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* Business Addresses

- (1) One Penn Plaza, New York, NY 10119
- (2) 1100 Town and Country Road, Suite 200, Orange, CA 92868
- (3) 16200 Park Row, Suite 200, Houston, TX 77084
- (4) 4 Penn Center, 1600 JKF Blvd., Suite 510, Philadelphia, PA 19103
- (5) 1015 Half Street, SE, Suite 650, Washington, DC 20003
- (6) 2777 N Stemmons Freeway, Suite 1600, Dallas, TX 75207
- (7) 600 East Crescent Ave., Suite 200, Upper Saddle River, NJ 07458
- (8) 434 Fayetteville Street, Suite 1500, Raleigh, NC 27601
- (9) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
- (10) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- (11) 75 Arlington Street, 9th Floor, Boston, MA 02116
- (12) 1123 Zonolite Road, Suite 25, Atlanta, GA 30306
- (13) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
- (14) 300 Wyandotte Street, Kansas City, MO 64105
- (15) 425 Market Street, 17th Floor, San Francisco, CA 94105
- (16) 4139 Oregon Pike, Ephrata, PA 17522
- (17) 428 Dow Highway, Eliot, ME 03903

SECTION 5 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-17

TRANSIT SAFETY AND SECURITY CONSULTING SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated #1 - November 16, 2020

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name WSP USA Inc.

Business Address

444 South Flower Street, Suite 800, Los Angeles, CA 90071

Contact Person Lurae Stuart / Project Manager

Email Address Lurae.Stuart@wsp.com

Phone 503-478-2838

Fax N/A

Signature of Authorized Official



Signature of Authorized Official

Typed or Printed Name

Christopher Peters

Typed or Printed Name

Not applicable. See Certified Letter attached.

Title

Regional President

Title

Date
11/19/2020

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. N/A _____

Expiration Date: N/A _____

License Classification: N/A _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Transit Safety and Security Consulting ServicesIndemnitor(s): WSP USA Inc.*(List all names)*

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

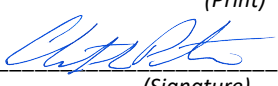
Name: <u>Christopher Peters</u>	Name: <u>Not applicable. See Certified Letter attached.</u>
<i>(Print)</i>	<i>(Print)</i>
By: <u></u>	By: _____
<i>(Signature)</i>	<i>(Signature)</i>
Title: <u>Regional President</u>	Title: _____
Date: <u>11/19/2020</u>	Date: _____

EXHIBIT B

REFERENCES

At Least Three (3) References

Company Name:	East West Gateway Council of Governments
Address:	1 Memorial Drive, Suite 1600, St. Louis, MO 63102
Phone number and email:	(321) 421-4220 marcie.meystrik@ewgateway.org
Contact person:	Marcie Meystrik
Description of work and client annual revenue:	East West Gateway Council of Governments requested WSP to provide an security assessment of the MetroLink system looking at station design (CPTED), policing strategies, contracted security, and security technology use to make recommendations to improve security for MetroLink. \$9,649,000.

Company Name:	Sound Transit
Address:	401 South Jackson, Seattle, WA 98104
Phone number and email:	(206) 903-7394 PorterB@soundtransit.org
Contact person:	Branden Porter
Description of work and client annual revenue:	WSP is providing on-call security certification and engineering services to support the division's safety and security certification program for Sound Transit's capital projects. \$1,600,000,000.

Company Name:	San Bernardino Associated Governments
Address:	1170 West 3rd Street, San Bernardino, CA 92410
Phone number and email:	(909) 705-2335 rsoto@gosbcta.com
Contact person:	Rebekah Soto
Description of work and client annual revenue:	WSP conducted a station security study for the San Bernardino Associated Governments. \$711,800,000.

EXHIBIT E**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million	None.	☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million	
			<i>City State ZIP</i>	☐ > \$15 million
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million	
			<i>City State ZIP</i>	☐ > \$15 million
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million	
			<i>City State ZIP</i>	☐ > \$15 million

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million	None.	☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)



December 01, 2020

Rohan Anderson, Management Analyst
City of Montebello / Montebello Bus Lines
400 S. Taylor Avenue
Montebello, CA 90640

Subject: Transit Safety and Security Consulting Services – WSP Best and Final Offer (BAFO)

Dear Sir/Madam:

Thank you for the opportunity to discuss WSP USA Inc.'s (WSP) proposal for Transit Safety and Security Consulting Services, submitted to the City of Montebello and Montebello Bus Lines on November 19, 2020. This cover letter and the enclosed Revised Cost Proposal Sheet reflect our conversation with the City of Montebello / Montebello Bus Lines at 11 am PDT today, December 1, 2020.

Based on today's conversation, we made the following changes to WSP's submitted proposal, and subsequently reduced our pricing to \$97,989.10, as shown in the enclosed Revised Cost Proposal Sheet. The following changes to the WSP technical proposal are considered for the BAFO and presented to the City of Montebello /d Montebello Bus Lines:

- **General:** Reduced our efforts related to MBL's agency safety plan to reflect coordination with safety.
- **Section 1.1, last paragraph:** WSP anticipates ~~several~~ **one** trips to perform elements of the project scope, for interviews **and** site survey, ~~training and workshops~~, as allowed by COVID-19 precautions. **Training and workshops will be held virtually.** All travel will be coordinated with MBL to confirm staff availability, as needed, and provide for maximum benefit from the travel.
- **Section 1.2.3, last paragraph:** ~~If safe travel is possible, WSP expects to conduct in-person~~ **virtual** staff interviews regarding security staffing and deployment ~~during within the same visit for the TVA (Task 1.2.6).~~ If COVID-19 prevents in-person interviews, WSP will work with MBL to schedule and WSP will conduct interviews virtually.
- **Section 1.2.6, fourth paragraph:** WSP will ~~travel for an in-person~~ **hold the** TVA workshop virtually. ~~if doing so meets government, corporate, and client COVID-19 policies at the time of travel. For efficiency of time and resources, WSP will also use the time on site to schedule and facilitate discussion on security staffing and deployment (Task 1.2.3). If an in-person workshop and discussions cannot be completed safely, WSP will coordinate with MBL to conduct them virtually~~ **workshop.** WSP has successfully executed both in-person and virtual approaches.
- **Section 1.2.7, second paragraph:** WSP has facilitated multiple visioning sessions around safety and security, facilitating the development of strategic visions and objectives for agencies like St. Louis Metro and Sound Transit. The vision will be supported by clear objectives that will serve as measurable actions. The WSP team will engage the participants, using a **virtual** meeting or workshop format, to outline the vision and objectives.
- **Section 1.2.9, first paragraph:** WSP will provide customized **virtual** transit employee training, including a train-the-trainer component, that is applicable to the MBL environment and that covers topics as agreed upon with MBL.

WSP USA
Suite 800
444 South Flower Street
Los Angeles, CA 90071

[WSP USA | Confidential]



- **Section 1.2.9, second paragraph:** WSP’s training delivery methods provide a rich learning experience by using adult-learning techniques, focusing on competencies, tailoring to the specific agency, and involving agency-specific exercises and group discussion. WSP ~~uses face-to-face (in-person or~~ **will provide** virtual training to increase engagement in and effectiveness of training outcomes. This is effective for both direct training and train-the-trainer programs.
- **Section 1.2.9, third paragraph:** WSP **will provide the training virtually** ~~recognizes that in-person training is often the most powerful method and would conduct transit employee training in-person.~~ As with all planned ~~in-person~~ components of this project, WSP will actively monitor the status of the COVID-19 pandemic and only travel ~~for in-person training~~ if doing so meets government, corporate, and client COVID-19 policies at the time of travel; otherwise, WSP will coordinate with MBL to schedule and conduct virtual trainings.

We are confident that our changes to our technical proposal assumptions and the resulting cost proposal reductions reflect the effort that this project requires and, ultimately, will effectively and efficiently meet the needs of the City of Montebello and Montebello Bus Lines. Please do not hesitate to reach out via phone at (714) 564-2757 or via email at Victor.Martinez@wsp.com.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Victor J. Martinez'.

Victor J. Martinez
Vice President/Area Manager

Encl. Revised Cost Proposal Sheet – BAFO

EXHIBIT D - Best And Final Offer (BAFO)

CITY OF MONTEBELLO

DEPARTMENT OF TRANSPORTATION

RFP No. 20-17

Transit Safety and Security Consultant Services

REVISED COST PROPOSAL SHEET

<u>Cost of Needs (Staff/Description)</u>	<u>Hourly Rate</u>	<u>Total Number of Hours</u>	<u>Guaranteed Not-To-Exceed Amount</u>
Lurae Stuart / Project Manager (PM)/Sr. Security Advisor	\$276.76	88	\$24,354.88
Harry Saporta / Sr. Policy Advisor	\$240.76	96	\$23,112.96
Stephanie Sprague / Deputy PM, QA & QC	\$202.44	38	\$7,692.72
Charles Rappleyea / Law Enforcement Liaison	\$198.28	74	\$14,672.72
Alex Ubiadas / Trainer, Emergency Management	\$177.03	54	\$9,559.62
Kirsten Tilleman / Security Specialist, Data Analysis, Author	\$117.29	66	\$7,741.14
Lauren German / Local Coordination	\$159.75	26	\$4,153.50
Nicol (Claudia) Ne'emias / Project Administration	\$111.69	24	\$2,680.56
Other Costs (Travel Expenses)			\$4,021.00
TOTAL COST			\$97,989.10

List of other costs/fees:

<u>Description</u>	<u>Costs/Fees</u>
Air Travel	\$1,300.00
Hotel (GSA rate)	\$1,512.00
Per Diem (GSA rate)	\$ 759.00
Miscellaneous	\$ 300.00
Copies	\$ 50.00
Local Travel	\$100.00

Authorized Signature:

Date: 12/1/2020



Print Name & Title: Victor Martinez, Vice President/Area Manager

Business Name: WSP USA

Address: 444 South Flower Street, Suite 800

City, State, Zip: Los Angeles, CA, 90071

Phone Number: (714) 564-2757

Fax: (213) 362-9480

E-mail Address: Victor.Martinez@wsp.com

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Chee, Deputy Director of Public Affairs

SUBJECT: **Authorization to Issue Request for Proposals (RFP) for Citywide Website Content Management System (CMS) Upgrades**

DATE: December 16, 2020

RECOMMENDATION

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.

BACKGROUND

The City currently operates four independently hosted and maintained websites for the City and its Fire, Police and Transportation Departments. Because of this, the City does not have consistent control over brand, content management, and functionality to effectively interact and communicate in a manner that meets current web and mobile user needs. The disparity in website functionality is detrimental to the City's ability to effectively communicate, share information and present City services and information in a standardized and functional web environment that is up to present day standards.

A state-of-the-art, mobile and desktop friendly Content Management System (CMS) is the critical backbone for websites in today's digital environment. Under the Deputy Director of Public Affairs, staff has researched and identified vendors and platforms that can more efficiently meet and address the City's overall web needs and functions. Improvement efforts will require significant Department coordination and time in order to effectively migrate all four existing websites to a single, more functional, efficient and capable CMS.

Currently, all four Department websites are outdated in both their functionality, ability to be mobile friendly and lack compliance with current Americans with Disabilities Act (ADA) user requirements. Today's CMS platforms enable full and automatic compliance and integration with social media platforms, ADA requirements and vastly improved capability to update information and host specific functions for the public, such as online reporting and City business interactions.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE
WEBSITE UPGRADES**

Page 2 of 2

Issuing the RFP will allow the City to solicit for qualified companies that can assist us to improve, upgrade and migrate the City, Fire, Police and Transportation websites onto a modern and efficient CMS. Each department's website is currently operating on separate and different platforms, making coordination and presentation of information both inconsistent and out of date with current website standards and best practices.

A projected estimate of the work and time that will be required for this effort include:

- Formation of City Department Task Force, under the coordination of the Deputy Director of Public Affairs, to make decisions about what content and functionality need to be moved, upgraded or developed;
- Upon selection of a contractor and start date the planning phase is expected to take three weeks;
- Design phase will take up to three months;
- Configure phase will take up to two months;
- Staff training and use phase will take one week;
- Content migration to new CMS will take up to one month;
- Stabilizing and quality assurance testing will take three weeks;
- Deployment/Go-Live will take one day.

Therefore, the projected start to finish time frame once selection of a contractor is made is approximately eight months. This timeframe may be less depending on the speed and effectiveness of content migration and decision making.

FISCAL IMPACT

The Fiscal Year 2020-21 adopted budget contained funding (\$20,000) for a website update. This amount was an estimate, based on limited knowledge of the amount of work needed to bring the City's website into compliance and update to current technologies. The RFP process will provide information on what this complex project will actually cost.

Staff will return to City Council once a consultant is chosen through the RFP process to approve a professional services agreement. At that time, Staff will also request a budget revision based on the estimated project budget.

SUMMARY

That the City Council authorize staff to issue a Request for Proposals (RFP) for Citywide CMS upgrades.

ATTACHMENTS

Attachment A: Draft RFP for Citywide CMS upgrades

CITY OF MONTEBELLO
REQUESTS FOR PROPOSALS

RFP # _____

December 21, 2020

WEB DEVELOPMENT SERVICES FOR
CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: January 22, 2021

City of Montebello

Public Affairs

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 Professional Service Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION: Monday, December 21, 2020

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

SUBMITTAL DUE DATE: Friday, **January 22, 2020, at 3:00 p.m.** ("deadline"), either via electronic mail, or via the PlanetBids vendor portal. Place "WEBSITE DEVELOPMENT 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: Friday, February 10, 2021

ANTICIPATED COMMENCEMENT DATE: Monday, March 1, 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: Public Affairs
Address: 1600 West Beverly Boulevard
Montebello, California 90640
Contact: Michael Chee, Deputy Director, Public Affairs
Contact Phone: (323) 887-1200 ext. 201
Contact E-Mail: mchee@cityofmontebello.com

II. BACKGROUND AND PROJECT DESCRIPTION

The City of Montebello maintains a website that has not been updated since 2012. Its CMS and background software are no longer supported and is currently out of compliance with ADA requirements. This website does not possess the dynamic state-of-the-art efficiencies and scalability required in the current user environments.

Additionally, the City currently operates three independently hosted and maintained websites for its Fire, Police and Transportation departments. Because of this, the City does not have consistent control over brand, content management, and functionality to effectively interact and communicate in a manner that meets current web and mobile user needs. The disparity in website functionality is detrimental to the City's ability to effectively communicate, share information and present city services and information in a standardized and functional web environment that is up to present day standards.

III. SCOPE OF WORK

Project tasks include, but are not limited to:

- 1) Under general direction from the Deputy Director of Public Affairs, the selected consultant will be responsible for the timely assessment of four websites including the City main site, Fire Department, Police Department and Transportation Department websites and the preparation and processing of a site migration timeline and plan to accommodate the transfer of content and functionality to a new CMS.
- 2) The selected consultant shall be responsible for data gathering and analysis; overseeing and evaluating the design and implementation of all wireframes, content presentation and user experience layouts and activities; in order to conduct a full migration of all existing websites to a new, single CMS.

- 3) Allow for consistency in design and appearance while allowing specific customization of functions and appearance for City departments as needed or requested.
- 4) Ensure the stability, security and user experience reliability of a new CMS, to include compliance with all language, legal, ADA or other website regulations.
- 5) Securely host site and provide ongoing IT support and operational updates as needed for City and departments as requested following launch of the new CMS. Providing budget guidance and justifications in alignment with City policies and personnel guidelines and in conformance with grant solicitation requirements;

IV. PROPOSAL SUBMITTAL

The City will select, as to the RFP, best qualified and 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 email address.	

VI. SELECTION PROCESS AND CRITERIA

Step 1 -Proposal Reviews

Upon receiving the proposals by the deadline, each response will be evaluated by Public Affairs and City management 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 intends to review and score proposals during the week of January 25 thru February 5, 2021.

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 February 11, 2010.

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 Website Development 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 City Manager, 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 Michael Chee, Deputy Director, Public Affairs Department, mchee@cityofmontebello.com

Withdrawal of Proposals:

A proposal may be withdrawn by the Bidder prior to the date and time for submittal or 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

Included with this RFP as “Attachment A” is a draft of the Professional Services Agreement that will be utilized for this contract. Consultants are asked to review the draft agreement and not any objections and/or corrections as part of their proposal submittal and to pay particular attention to the insurance requirements specified in the agreement. It should be noted that this Agreement is subject to change and revision pursuant to review by the City Attorney.

The proposal process, contract negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Consultants should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City’s needs, objectives and scope of work.

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 be 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 if 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

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
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, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: Authorization to Issue Request for Proposal (RFP) for Professional Support Services for Administration of HOME/CDBG Programs

DATE: December 16, 2020

RECOMMENDATION

Staff recommends 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.

BACKGROUND

Each year the U.S. Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the City of Montebello ("City"), specifically Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program funds.

Through this Request for Proposal ("RFP") and evaluation process, the City is seeking qualified consultant(s) to provide professional support services associated with the administration and implementation of the City's Federal Grant Programs including, but not limited to, CDBG and HOME. Montebello, as an Entitlement City, is an annual recipient of the Community Development Block Grant ("CDBG") and HOME Program funds from HUD.

Under general direction from the Director of Planning and Community Development, the selected consultant(s) will be tasked to assist and provide support as needed for management and related functions to successfully execute the projects/programs that are funded with CDBG/HOME funds.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**AUTHORIZE DIRECTOR TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR
PROFESSIONAL SUPPORT SERVICES FOR ADMINISTRATION OF HOME/CDBG
PROGRAMS**

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FISCAL IMPACT

Funding for the proposed agreement will come from the annual CDBG and HOME Administration allocations. The allowable annual Administration cap for CDBG is 20% of program allocation and 10% of HOME program allocation.

Recently, the City also received supplemental CDBG funding (CDBG-CV), which is provided to communities to assist with their response to the novel Coronavirus (“COVID 19”) pandemic. The allowable Administration cap for CDBG-CV is also 20% of program allocation.

Total funding available for Fiscal Year 2020-21, which includes program income and previously unused funds:

CDBG Funds:	\$ 1,559,441
HOME Funds:	\$ 402,108
CDBG-CV Funds:	\$ 910,152

Available funding for administration costs for FY 2020-21:

CDBG Program Administration:	\$191,705
CDBG-CV Program Administration:	\$162,030
HOME Program Administration:	\$100,480

As previously referenced, all funds related to this RFP will be administered through the CDBG and HOME Administration Funds. No budget amendment or adjustment is needed as the City Council of the City of Montebello (“City Council”) previously approved of the Annual Action Plan appropriating CDBG and HOME funding for FY 2020-21. Staff will work to adjust funding within the approved budget once a consultant(s) is(are) chosen.

SUMMARY

The City Council is requested to authorize the Director of Planning and Community Development to issue an RFP for Professional Support Services for Administration of HOME/CDBG Programs.

City staff will be responsible for the following items with general guidance from selected consultant(s):

- HUD Program Management
- IDIS management, flagged items, program set up, program income

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
AUTHORIZE DIRECTOR TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SUPPORT SERVICES FOR ADMINISTRATION OF HOME/CDBG PROGRAMS

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- Annual preparation of Consolidated Annual Performance and Evaluation Report, Annual Action Plan
- Periodic update of policies and procedures, guidelines
- Staff reports, resolutions, presentations
- Prepare environmental reviews
 - Consultant should have familiarity with NEPA and other Federal and State environmental laws that may impact programs
- Prepare Public Service Agreements/MOUs
- Budget preparation
- Maintain project files and checklists
- Respond to HUD letters/correspondence
- Conduct required program monitoring: Public Services Quarterly Reports, Annual Public Services On-Site Monitoring
- Prepare for and participate in HUD monitoring/audit

SCOPE OF SERVICES

Under general direction from the Director of Planning and Community Development, and designated staff, the selected consultant(s) will be tasked to assist and provide support as needed for management and related functions to successfully execute the projects/programs that are funded with CDBG/HOME funds including, but not limited to the following:

- CDBG/HOME Loan reconciliation
- Verify funded projects meet Federal Eligibility in accordance with HUD Section 24 of the Code of Federal Regulations
- Awareness of Federal Labor Standards (Prevailing wages/timesheets/Davis Bacon compliance and monitoring)
- Collect and verify program eligibility as it relates to CDBG and HOME funded projects
- Housing Rehabilitation Program Management
 - Income qualification
 - Field Inspection
 - Community Engagement
 - Prepare loan/grant documents
 - Contractor Packets – (Bid documents)
 - CHDO Project Management
 - Coordinate with CHDO entity for the development of affordable housing
 - Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**AUTHORIZE DIRECTOR TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR
PROFESSIONAL SUPPORT SERVICES FOR ADMINISTRATION OF HOME/CDBG
PROGRAMS**

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ENVIRONMENTAL

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter “CEQA”) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

Staff has reviewed the Project to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. 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 activity is not subject to CEQA review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project may be subject to environmental review prior to implementation.

NEXT STEPS/RECOMMENDATION

Following City Council authorization, the Director of Planning and Community Development will issue a RFP for Professional Support Services for Administration of HOME/CDBG Programs.

ATTACHMENTS

- 1) Draft RFP for Professional Support Services for Administration of HOME/CDBG Programs.

CITY OF MONTEBELLO



REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL SUPPORT SERVICES FOR THE ADMINISTRATION OF HOME/CDBG PROGRAMS RFP NO. _____

Closing Date and Time:

January 21, 2021 by 3:00 p.m.

Submittal Information:

All proposals shall be submitted electronically via Planet Bids, which can be accessed via the City website <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

Contact Person:

**Joseph Palombi, Director Planning & Community Development
(323) 887-1200 or via E-mail at ipalombi@cityofmontebello.com**

I. INVITATION

Through this Request for Proposal ("RFP") and evaluation process, the City of Montebello is seeking qualified consultant(s) to provide professional support services associated with the administration and implementation of the City's Federal Grant Programs. Montebello, as an Entitlement City, is an annual recipient of the Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Program funds from the U.S. Department of Housing and Urban Development ("HUD").

The City receives approximately \$600,000 in CDBG and \$250,000 in HOME funds each year.

II. BACKGROUND

The City of Montebello ("City" or "Montebello") is a general law city in Los Angeles County, California. Montebello is located in the southwestern region of the San Gabriel Valley, 8 miles east of Downtown Los Angeles. The City is surrounded by the City of Rosemead and unincorporated County areas to the north; by the Whittier Narrows Dam Recreation Area and Pico Rivera to the east; by Pico Rivera and Commerce to the

South; and by Commerce and unincorporated East Los Angeles to the west. According to the United States Census Bureau, as of July 1, 2016, the City has an estimated population of approximately 63,335.

III. OBJECTIVE

It is the objective of this RFP to solicit proposals from qualified and interested professional consultants to provide professional support services for the administration and implementation of the City's Federal Grant Programs (CDBG/HOME funds).

IV. CITY ROLE

City staff will be responsible for the following items with general guidance from selected consultant(s):

- HUD Program Management
- IDIS management, flagged items, program set up, program income
- Annual preparation of Consolidated Annual Performance and Evaluation Report, Annual Action Plan
- Periodic update of policies and procedures, guidelines
- Staff reports, resolutions, presentations
- Prepare environmental reviews
 - Consultant should have familiarity with NEPA and other Federal and State environmental laws that may impact programs
- Prepare Public Service Agreements/MOUs
- Budget preparation
- Maintain project files and checklists
- Respond to HUD letters/correspondence
- Conduct required program monitoring: Public Services Quarterly Reports, Annual Public Services On-Site Monitoring
- Prepare for and participate in HUD monitoring/audit

V. SCOPE OF SERVICES

Under general direction from the Director of Planning and Community Development, and designated staff, the selected consultant(s) will be tasked to assist and provide support as needed for management and related functions to successfully execute the projects/programs that are funded with CDBG/HOME funds including, but not limited to the following:

- CDBG/HOME Loan reconciliation
- Verify funded projects meet Federal Eligibility in accordance with HUD Section 24 of the Code of Federal Regulations
- Awareness of Federal Labor Standards (Prevailing wages/timesheets/Davis Bacon compliance and monitoring)
- Collect and verify program eligibility as it relates to CDBG and HOME funded projects
- Housing Rehabilitation Program Management

- Income qualification
- Field Inspection
- Community Engagement
- Prepare loan/grant documents
- Contractor Packets – (Bid documents)
- CHDO Project Management
- Coordinate with CHDO entity for the development of affordable housing
- Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering

Proposed projects for Fiscal Year (FY) 2020-2021

#	Project Name	Funding
1	Southern California Housing rights Center (HRC)	CDBG Admin
2	Section 108 Loan Payment	CDBG
3	Public Facilities Improvements	CDBG
4	Street Improvements	CDBG
5	Montebello Senior Center Improvements	CDBG
6	Planning and Administration CDBG	CDBG Admin
7	Housing Rehabilitation and Preservation Program (HRPP)	HOME
8	Acquisition and New Construction	HOME
9	Planning and Administration HOME	HOME Admin
10	Montebello Community Assistance Program (MCAP)	CDBG-CV
11	Rental/Utility Assistance (MCAP)	CDBG-CV
12	Mortgage Relief Counseling (MCAP)	CDBG-CV
13	YMCA Montebello/Commerce	CDBG-CV
14	Mexican American Opportunity Foundation (MAOF)	CDBG-CV
15	Hearts of Compassion (HOC)	CDBG-CV
16	Senior Food Distribution (Parks and Rec)	CDBG-CV
17	Business Assistance – CCEDA	CDBG-CV
18	CDBG-CV Program Administration	CDBG-CV Admin

Total funding available for FY 2020-21:

CDBG Funds:	\$ 1,559,441
HOME Funds:	\$ 402,108
CDBG-CV Funds:	\$ 910,152

VI. LENGTH OF CONTRACT

The contract for CDBG and HOME professional support services will be for a two-year term with the option to extend for an additional one-year term at the sole and absolute discretion of the City.

VII. CITY'S RESPONSIBILITY

Upon awarding of the contract, the City shall provide the selected consultant(s) with any pertinent ordinances and resolutions or any other information mutually agreed upon that will assist the consultant with completion of the contract requirements.

VIII. PROPOSAL CONTENT/FORMAT

In order to maintain uniformity with all proposals submitted, it is requested that the consultant's proposal include the following minimum information:

1. Cover letter that serves as an executive summary of the proposal limited to no more than three (3) pages. The letter should include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (name and title of the representative authorized to sign an agreement for your firm) and Project Manager (name and title of the person responsible for day to day management of the project).
2. Experience and qualifications of the consultant and management team, including a description of relevant similar projects. The City reserves the right to reject any of the firm's consultants or management team. After the proposal deadline, substitution of consultants and management team may only be made with the permission of the City.
3. A reference list of at least three (3) other public agencies that the consultant currently provides HUD support services to, include contact person's name and phone number.
4. A list of any pending or previous litigation over the past five (5) years related to your firm's work, and the outcome of any closed claims or cases.
5. Total annual project costs and hours to the City, including a breakdown of costs by task and hourly rate.

The consultant acknowledges that submittal of proposal constitutes acceptance of and a willingness to comply with all of the terms, conditions and criteria contained within this RFP. Proposals not in compliance with the terms and conditions contained herein may be cause for rejection. The City reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission due date. Such changes or interpretations will be in the form of an addendum.

IX. SELECTION CRITERIA

Proposals will be evaluated on the proposer's ability to provide services that meet the requirements set forth in this RFP. The City reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The proposer shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all of the proposers submitting a proposal may be requested if deemed necessary to fully understand and evaluate the proposer's capabilities and qualifications.

The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation. The final selection of the consultants will be based on the following criteria:

- Cost as compared to related service requirements
- Proposal Personnel – The experience and qualifications of the proposed personnel and the consultants on similar projects. The availability of proposed personnel and overall consultant capabilities to meet additional needs of the City.
- Project Approach – The proposed project approach and services that the consultant is capable of providing and how the consultant's approach meets the needs of the City.
- Project Controls – The consultant's ability to control costs and provide accurate and timely invoices; to monitor and stay within budget; to monitor schedule and review times and the techniques used to complete projects within the proposed time frames.
- Applicant must have federal funded project management experience including:
 - a. Construction project management
 - b. Familiarity with City planning process
 - i. Securing necessary permits
 - ii. Onsite inspections
- Client References – Provide at least three (3) current references. The references should identify the client, a contact name and telephone number, a description of

the services provided. The City also reserves the right to contact the clients that terminated contracts with the consultants as listed in the consultant's submittal.

- Ability to comply with City's standard professional services agreement.
- Award will be in accordance with the provisions of the Montebello Municipal Code. The proposals may be reviewed individually by staff members. The finalists may be requested to provide the City with a presentation and/or oral interview. Based on information obtained through this process, staff will make the appropriate recommendation to City Council.

The award of a contract will be based on a combination of the aforementioned criteria and costs.

X. FEDERAL REQUIREMENTS

The services described in these provisions are to be funded through a grant provided by HUD. The successful consultant(s) ("Consultant") shall comply with all applicable terms and conditions prescribed by the Federal Government for third party contracts.

The Federal Government is not a party to this contract and has no obligations or liabilities to any consultant in connection with the performance of this project. The Consultant agrees to include this clause in each subcontract.

During the performance of this Contract, the Consultant agrees as follows:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - Race, Color, Creed, National Origin, Sex - The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. Age - The Consultant agrees to refrain from discrimination against present and prospective employees for reason of age.
4. Disabilities - The Consultant agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to the employment of persons with disabilities.

5. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by HUD, modified only if necessary to identify the affected parties.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Consultant agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Consultant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

XI PROHIBITED INTEREST

No Council member, officer, or employee of the City of Montebello or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

XII. GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Wednesday, January 21st, 2021**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing firms must satisfy themselves by personal examination of Scope of Work and by any means as they may believe necessary. No Proposing firm shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in documents provided, shall be called to the attention of the City and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six (6) months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Attachment B.

PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.
7. To divide the project into multiple parts.
8. The City may, in the evaluation of proposals, request clarification from proposers regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's work products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

OWNERSHIP OF DOCUMENTS

All documents data, studies, drawings, maps, models, photographs and reports prepared by selected Consultant(s) are City's property. Consultant(s) may retain copies of said documents and materials as desired, but will deliver all original materials to City.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

FIRM PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-Consultants of successful Proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because government controls and/or by reasons of any cause or circumstances beyond the control of the Consultant, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Consultant and the City of Montebello.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly

Manner: Provide (1) one invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Prohibition on Oral Changes:

Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by City of Montebello prior to becoming a Contract modification.

Contract Termination:

The City of Montebello may terminate any resulting Contract for convenience at any time by giving the Consultant written notice thereof. Upon termination, The City of Montebello shall pay the Consultant his/her allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by City of Montebello to effect such termination, determined in accordance with Part 1-8.705-

1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, the City of Montebello shall pay the Consultant a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Consultant breaches the terms or violates the conditions of the Contract, and does not within ten (10) days, thereafter, cure such breach of violation, the City of Montebello may immediately terminate the Contract for default. The Consultant shall be liable for any and all costs incurred by the City of Montebello as a result of such default.

SCOPE OF CONTRACT

The Consultant T shall provide all services necessary as per the Scope of Work described in this RFP.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Consultant provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Consultant in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager, as designated by City Council, has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

The City of Montebello staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the contemplated agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

Point of Contact

This RFP is issued by the City, and the Director of Planning and Community Development ("Director") will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Planning and Community Development
Attention: Joseph Palombi
Director of Planning and Community Development
1600 W. Beverly Blvd
Montebello, CA 90640
(323) 887-1200
Email: ipalombi@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

SELECTION PROCESS

1. Proposal Review: Upon receiving an adequate number of proposals by the January 21, 2021 deadline, proposers will be evaluated and the best-qualified 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 Proposal based on the evaluation of the proposals, interview process, and references. The City, however, reserves the right that an award may be made 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 deemed most qualified to provide the services outlined in this request, but not limited to, the following criteria:
 - a. Completeness of the proposal: How thoroughly the proposal responds to the criteria contained in this RFP.
 - b. Experience: The Proposer will provide information on their knowledge of providing support services for the management of Federal Programs.
 - c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
 - d. Performance: The Proposer must demonstrate the ability to produce timely and high-quality services.
 - e. References: Quality of reference checks obtained by interviewing prior and current clients.
 - f. Cost-effectiveness: A clear and consistent commitment to cost containment and fair play with respect to the needs of customers.
3. Interviews: Selected Proposers may be invited for an interview.
4. Professional Services Agreement: Upon identification of a preferred provider, the Director will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements.
5. Contract Approval and Execution: The professional services agreement, in its substantial form, will be presented to City Council for approval and execution by the City Manager or designee.

EVALUATION OF PROPOSALS

The City of Montebello uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to the City of Montebello.

Qualitative considerations will be reviewed and scored first without attention to the price. Staff will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, staff, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both

the qualitative and cost/price proposals have been evaluated and scored, staff will arrive at a “comprehensive proposal score” for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by staff. At this time, staff may decide that the evaluation process is complete and submit a final recommendation to City Council.

Staff may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Proposer whose proposal offers the best value to the City.

Qualitative Considerations

The Proposer’s Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	Project Approach	10 points
2	Proposed Personnel	15 points
3	Experience and References	30 points
4	Project Controls	25 points
TOTAL		80 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer’s Price Proposal will be compared to the lowest responsive Price Proposal. The lowest responsive price will receive the total weighted value for this criterion **(20 points)**. All other PPs will be scored as follows:

Proposer Price Score = Lowest Price Proposal x 20 (Total Points Available for Price Evaluation)

DISCRETION AND LIABILITY WAIVER

1. By submitting a proposal in response to this RFP, the Proposer accepts the evaluation process, acknowledges and accepts that determination will require subjective judgments by the City..

2. The City of Montebello expects the highest level of ethical conduct from Proposers including adherence to all applicable laws and local ordinances regarding ethical behavior.
3. If an agreement cannot be reached with the highest ranked Proposer, the City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest ranked Proposer.
4. Consistent with AB-5, selected consultant(s) shall have the right to set his/her/its own hours and location of work. Selected consultant(s) provide his/her/its own resources and equipment and direct their operation in all respects.

XIII. EX PARTE COMMUNICATIONS

Proposers and Proposer's representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposer's representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

As applied in this Section XII, a "Proposer" or Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

XIV. DRAFT AGREEMENT

Included with this RFP as "Attachment A", is a draft of the Professional Services Agreement ("Agreement") that will be utilized for this contract. Proposers are asked to review the proposed Agreement and note any objections and/or corrections as part of their proposal submittal and to pay particular attention to the insurance requirements specified in the Agreement. It should be noted that this Agreement is subject to change and revision pursuant to review by the City Attorney.

The proposal process, contract negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Proposers should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City's needs and objectives and scope of work.

XV. DIRECTIONS FOR SUBMITTAL OF PROPOSAL

All proposals shall be submitted electronically via Planet Bids as described above. Any questions on this RFP shall be submitted via Planet Bids section on "Q&A."

Deadline: Proposals must be received no later than January 21, 2021 by 3:00 p.m.

Location: <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>

“ATTACHMENT A”**CITY OF MONTEBELLO****STANDARD PROFESSIONAL SERVICES AGREEMENT****(Sample)**

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND _____

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Montebello, a California municipal corporation (“City”) and _____, (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services Administration of HOME/CDBG Programs for the City of Montebello (“Project”).

2.2 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. 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:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s (DATE) proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule:” Such compensation rates as are set forth in the Consultant’s (DATE), proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date:” That certain date on which the Agreement is executed by both Parties following its approval by the City Council of the City of Montebello.

3.4 “Contract Documents.” For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

- A. RFP No. _____;
- B. Proposer’s [DATE] Proposal for Professional Support Services for the Administration of HOME/CDBG Programs and all referenced specifications, details, and appendices;
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

4. TERM OF AGREEMENT

The term of this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with Section 22 below. Notwithstanding anything in this Agreement, this Agreement shall automatically terminate after two (2) years unless extended by the Parties in writing. 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.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the general geographical area of the City. Consultant shall prepare all work products required by this Agreement in a substantial, first class manner and shall conform to the standards of quality normally observed by a practitioner in Consultant’s profession.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule. In no event shall the total

compensation and costs payable to Consultant under this Agreement exceed the sum of **\$\$\$\$** unless specifically approved in advance, in writing, by City.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its 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 Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. **Contact person name**, Principal, of **consultant firm name** shall be Consultant's project manager and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project manager without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("Written Products") 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. Consultant 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 Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

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

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, 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, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide

the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours and City staff availability, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

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

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall

include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, 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 subconsultants 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.

16. INSURANCE

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

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

16.1.3 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 (\$1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

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

16.3 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.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 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, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 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. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

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

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

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

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

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

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. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

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.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Joseph Palombi
Planning and Community Development
Director

City of Montebello

1600 W. Beverly Blvd.,

Montebello, CA 90640

Facsimile: (323) XXX-XXXX

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney

13181 Crossroads Parkway North

Suite 400 - West Tower

City of Industry, CA 91746

Facsimile: (562) 692-2244

If to Consultant:

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 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. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. 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.

25.2 In executing this Agreement, each Party 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.

25.3 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.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, 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 thereof 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.

26.2 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).

27. NON-WAIVER

27.1 The waiver by City or 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. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City

with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 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.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, 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. GOVERNING LAW

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

31. COUNTERPARTS

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 or email 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 or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. 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 City and 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 shall be effective and binding only if made in writing and executed by City and Consultant.

[Signatures on the following page]

DRAFT

ATTACHMENT B**REFERENCES****At Least Three (3) References**

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

ATTACHMENT C**PROPOSAL SUBMISSION CHECKLIST**

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

Description		Proposer Initial
1	Cover Letter	
2	Proposal	
3	List of Staff and Qualifications	
4	Closed and Pending Litigation Outcomes	
5	References (Attachment B)	
6	Cost Proposal (Task breakdown with hourly rate)	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: 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

DATE: December 16, 2020

RECOMMENDATION

It is recommended 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.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (LACMTA) requires the submittal of an annual claim form for reimbursement and Resolutions adopted by the City Council.

For Fiscal Year 2020-2021, Montebello's allocation of the Local Transportation Fund is \$7,080,895 and the State Transit Assistance Fund of \$1,198,623 for Transit Operations.

Annually, the Transportation Development Act (TDA) funds originated from a statewide 1/4-cent sales tax and is returned to a Local Transportation Fund (LTF) in the county of origin specifically for transit purposes. State Transit Assistance (STA) funds are derived from the statewide sales tax on diesel fuel and appropriated by the Legislature to the State Controller's Office. That office then allocates the tax revenue, by formula, to planning agencies (e.g. LACMTA) and other selected agencies. Statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to operator revenues from the prior fiscal year.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**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**

Page 2 of 2

FISCAL IMPACT

Local Transportation Fund revenue, in the amount of \$7,080,895 and the State Transit Assistance Fund revenues in the amount of \$1,198,623, totaling \$8,279,518 is included in the FY 2020-21 budget for the Transportation Department.

SUMMARY

The Los Angeles County Metropolitan Transportation Authority annually requires the submittal of an annual claim form and Resolutions adopted by the City Council. For Fiscal Year 2020-2021, Montebello's allocation of Local Transportation Fund is \$7,080,095 and the State Transit Assistance Fund of \$1,198,623 for Transit Operations.

ATTACHMENTS

- A: Resolution for Local Transportation Fund (LTF)
- B: Resolution for State Transit Assistance Fund (STA)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ADOPTING THE STATE TRANSPORTATION DEVELOPMENT
ACT FUNDS FOR FISCAL YEAR 2021**

WHEREAS, the City of Montebello, by and through the Montebello Bus Lines (MBL), is committed to providing productive and quality service on all of its transit routes; and

WHEREAS, the Transportation Development Act (1998 as amended) provides for a major source of funding for public transportation in the local Transportation Fund (LTF); and

WHEREAS, Montebello Bus Lines (MBL) is eligible to claim these funds pursuant to Article 4, Section 99260(a) of the Public Utilities Code; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) requires an annual claim be submitted by local agencies in order to allocate these funds; and

WHEREAS, MBL'S portion of these LTF funds is \$7,080,895 for Fiscal Year 2020-2021.

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

SECTION 1. That these LTF funds shall be used to assist the Transportation Department in its on-going operations and continue to provide the most efficient service.

SECTION 2. That the Director of Transportation is authorized to furnish LACMTA with required claim forms, and to take any additional action(s) as are reasonably necessary to effectuate the purpose of this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution, and it shall become effective immediately.

APPROVED AND ADOPTED THIS 16TH DAY OF DECEMBER, 2020.

_____, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ADOPTING THE STATE TRANSIT ASSISTANCE ACT FUNDS
FOR FISCAL YEAR 2021**

WHEREAS, the City of Montebello, by and through the Montebello Bus Lines (MBL) is committed to providing productive and quality service on all of its transit routes; and

WHEREAS, the State Transit Assistance Fund (STA) provides for a source of funding for public transportation from the Transportation Development Act (TDA); and

WHEREAS, Montebello Bus Lines (MBL) is eligible to claim these STA funds pursuant to Article 4, Section 6730(a) and (b) of the California Code of Regulations; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) requires an annual claim by submitted by local agencies in order to allocate these STA funds; and

WHEREAS, MBL'S portion of the STA funds is \$1,198,623 for Fiscal Year 2020-2021.

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

SECTION 1. That these STA funds shall be used to assist the Transportation Department in its on-going operations and continue to provide the most efficient service.

SECTION 2. That the Director of Transportation is authorized to furnish LACMTA with required claim forms, and to take any additional action(s) as are necessary to effectuate the purpose of this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution, and it shall become effective immediately.

APPROVED AND ADOPTED THIS 16TH DAY OF DECEMBER, 2020.

_____, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

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

SUBJECT: **Request for Qualifications (RFQ) for On-call Construction Management and Inspection Services**

DATE: December 16, 2020

RECOMMENDATIONS

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

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. 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 in of \$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 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.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**REQUEST FOR QUALIFICATIONS FOR ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES**

Page 2 of 3

BACKGROUND

In order to provide readily available and qualified resources for the management of construction projects, Staff recommends the establishment of an on-call list of qualified consultants to provide construction management and inspection 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 construction management 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.

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 for 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.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF DECEMBER 16, 2020
**REQUEST FOR QUALIFICATIONS FOR ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES**

Page 3 of 3

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.

ATTACHMENT(S):

- A. Request for Qualifications (RFQ)

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQ)

**ON-CALL CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES**

RFQ No. 21-51

FOR

CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: January 28, 2021 at 5 p.m.

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 CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES**

The City of Montebello (City) is seeking proposals from highly qualified consultants to provide On-Call Construction Management and Inspection 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, safety lighting, traffic signal, site and building improvements. Services to be provided may include, but are not limited to, contract administration, construction observation, utility coordination, labor compliance, material testing services, construction inspection, and project close-out services. Services may also include construction inspection services for private development projects issued permits by the City.

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 10% 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 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 construction management and inspection services to be provided include, but are not limited to:

1. Construction Manager

The consultant must provide experienced Construction Managers who have successfully delivered services on state and federally-funded projects with a minimum of 10 years of experience in the types of public improvement projects described in this RFQ. The services that the Construction Managers must be able to perform include, but are not limited to, the following:

Management

- Deliver project services in accordance with the LAPM.
- Manage and coordinate all aspects of the project inclusive of services identified in the RFQ.
- Organize and conduct pre-construction and bi-weekly construction meetings with the contractor, City, and other involved parties. Prepare and distribute meeting agendas and minutes.
- Coordinate with City staff, multiple contractors, agencies, and project stakeholders.
- Prepare weekly status reports and statements of working days.
- Coordinate design changes.
- Participate in field meetings and document issues, findings, direction, changes, etc., and develop solutions.

Schedule and Budget

- Deliver projects on time and within budget.
- Prepare and monitor construction schedules and update regularly.
- Prepare change orders in the standard City format.
- Maintain an accounting of construction costs, including approved change orders.
- Review payment requests, make payment recommendations, and

- prepare progress payments in City's standard format.
- Prepare invoices to Caltrans with all progress payments

Miscellaneous

- Review and coordinate approval of shop drawings with the design Consultant.
- Review and approve material submittals.
- Log, track, and process submittals, Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), and Non-Conformance Reports (NCRs)
- Provide City with as-built and electronic set of drawings at project completion.
- Monitor materials documentation and testing results, as well as enforce corrections.
- Monitor labor compliance per LAPM and state and federal requirements.
- Review, approve, and enforce contractor's safety program.
- Review and respond to all requests for clarification.
- Monitor compliance with approved traffic control plans.
- Process all project documentation per City and Caltrans requirements, and standard format.
- Maintain project files per LAPM or other applicable guidelines.
- Other project contract and construction management responsibilities as assigned by the City.

2. Construction Inspector

The consultant must provide experienced Construction Inspectors who have successfully delivered services on state and federally-funded projects with a minimum of 10 years of experience in the types of public improvement projects described in this RFQ. The services that the Construction Inspectors must be able to perform include, but are not limited to, the following:

- Coordinate with City staff and applicable agencies with jurisdiction over the project, utility companies, and other project stakeholders.
- Requested public outreach activities.
- Coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.
- Complete daily measurements of quantities of work with the contractor and document in daily inspector reports.
- Provide daily reports to City staff on a weekly basis.
- Attend all project meetings such as pre-construction, field, and progress meetings
- Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, etc.
- Prepare in-progress punch lists at the completion of each phase of the project
- Ensure project construction in accordance with approved plans and specifications, City standards, applicable standards from other agencies, and

the Standard Specifications for Public Works Construction.

- Ensure all construction activities are witnessed. If deemed necessary, inspection for night work shall be performed.
- Ensure compliance with the NPDES program.
- Inspect materials and equipment upon delivery for compliance with construction contract documentation,
- Each working day, meet with the Contractor to review proposed work plans, including specific details that may affect progress. Inform City's Project Manager of any work which may result in a noteworthy impact to the City.
- Coordinate and closely monitor compaction, material, and other necessary testing and require the Contractor to provide corrective measures to achieve compliance.
- Maintain copies of all permits needed to construct the project and enforce special requirements of each.

3. Labor Compliance

The consultant will function as an extension of City staff and be expected to manage the project in accordance with the LAPM. The consultant will be expected to successfully perform the bid analysis and submit to Caltrans the Award Package, monthly invoices, and other documentation as required by and in accordance with the LAPM.

The consultant will be expected to perform labor compliance in accordance with the LAPM. The proposal shall provide a detailed scope of work that clearly demonstrates the consultant's understanding of performing labor compliance in accordance with the LAPM and State and Federal requirements for public works contracts.

4. Material Testing

Provide and monitor all material testing in accordance with the plans and specifications, permit requirements, and applicable codes and standard specifications.

5. Utility and Outside Agency Coordination

Utility coordination includes, but is not limited to, the following:

- Send notification of the pre-construction meeting to all affected utility companies, public safety agencies, and providers of transit services prior to construction.
- Review project scope of work with each utility company at the construction conference and review possible conflicts, and work with each utility to insure that specific needs of the project are understood.

6. Project Closeout

- Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the project, and recommend acceptance.
- Coordinate submittal of the Contractor's approved Record Drawings (As-Built)
- Finalize record drawings, contract bid items, claims, and change orders and punch list items.
- Prepare all final reports, including report of completion for acceptance of the Project.
- Finalize and deliver all construction files to the City for archives.
- Provide electronic version of all drawings.
- Address any unresolved issues including, but not limited to, change orders, claims, etc.
- Complete project documentation required by Caltrans or the applicable grant agency and assist the city with related auditing of project files.

7. Construction Inspection for Private Development Permits

- Construction inspection of street and utility improvements related to permits issued by the City for private developments and utility companies
- Inspection and monitoring of grading operations for grading permits issued by the City for private development projects

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 Construction Managers shall have experience working on 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 Construction Management and Inspection Services – RFQ No. 21-51 – 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. (20points)
 - 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, Labor Compliance 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 Construction Management and Inspection Services – RFQ No. 21-51.”** 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 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
BETWEEN THE CITY OF MONTEBELLO AND

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection 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 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
Page 2

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 construction management and inspection 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:

1. Project Name

MASTER RETAINER AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
Page 4

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.
- 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 here from 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.

MASTER RETAINER AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
Page 14

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 construction management and inspection 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:

By: _____

Its: _____

Date: _____

Rene Bobadilla, P.E.
City Manager

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 Members of the City Council

FROM: René Bobadilla, City Manager

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

SUBJECT: **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**

DATE: December 16, 2020

RECOMMENDATIONS

It is recommended that the City Council:

- 1) 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.

FISCAL IMPACTS

The recommended action has no fiscal impact.

BACKGROUND

On June 28, 2017, the City Council approved Resolution No. 17-62 which implemented changes to the City's Solid Waste and Recycling Programs. The Resolution was developed to comply with State mandates imposed at the time, reducing the City's waste, increasing recycling and diversion, and increasing reuse of materials.

Having achieved a reported average commercial diversion rate in excess of 70 percent at the time, Resolution No. 17-62 was designed to ensure the City's compliance with the programmatic requirements and reporting of referenced mandates. While the City's progress continued in 2019 with an average diversion rate of 71.1 percent overall, and some haulers above 80 percent, the unforeseen impacts of the Coronavirus (COVID-19) has resulted in many of the City's previously compliant haulers having difficulties meeting the 75 percent mandated diversion requirements by the end of 2020, and others struggling just to meet 70 percent.

As the City's commercial businesses were either closed for extended periods of time or operating on a limited capacity since March 2020, currently only two haulers are on track to meet the 75 percent diversion, whereas last year six haulers met the Resolution's requirements, and three others were within a few points. These closures and reduced operating capacities have made it extremely difficult for 84.62 percent of the City's existing nonexclusive solid waste franchises to comply with the mandatory diversion rate of 75 percent by December 31, 2020. Prior to the Adoption of Resolution No. 17-62, City diversion requirements had not been

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

Page 2 of 2

changed in more than 27 years and had remained set at 50 percent. At the time, more than half of the solid waste providers were already above 60 percent, with some reporting diversion rates as high as 92 percent, and the City average was in excess of 70 percent. Based on the information provided in the haulers' annual Source Reduction and Recycling Plan (SRRP), every hauler has demonstrated their capability of achieving at least a 70 percent diversion percentage.

Although the State's reporting requirements have since moved away from mandatory diversion numbers, opting rather for a per capita disposal measurement system, the City's compliance with state law remains strong. Senate Bill 1016 accomplished this by changing to a disposal-based indicator, or the per capita disposal rate, which uses only two factors: a jurisdiction's population (or in some cases employment) and its disposal as reported by disposal facilities. The programs and requirements established in Resolution No. 17-62 set forth the basic parameters the City would use to ensure State mandated compliance. By establishing new diversion goals for existing solid waste providers, expanding the number of entities required to register and report vital information to the City, and creating generalized parameters that are easy to understand and apply equally to the solid waste, recycling, organic waste collectors, and businesses, the City was able to more accurately collect and report essential information to CalRecycle and further document the level of compliance with State programs and legislative mandates.

The recommended action will not change the City's commitment to ensure solid waste haulers operating within the City will continue to strive toward meeting state requirements for recycling and waste diversion. Instead, it recognizes that the long term closure of commercial businesses due to COVID-19 has significantly changed the quantity of waste streams affecting reported diversion percentages. The recommended action provides a one-year postponement of the requirements at which time haulers will be expected to resume with compliance.

SUMMARY

Upon adoption by the City Council of the recommended resolution, staff will notify the solid waste haulers of the postponement of compliance dates and continue to coordinate with haulers to ensure future compliance once COVID-19 conditions subside.

ATTACHMENTS

- A. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, 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

WHEREAS, both State legislation and Chapter 8.12 of the City Code permits the establishment of programs necessary to comply with waste management requirements set forth by the State; and

WHEREAS, the State Legislature has enacted legislation, guidelines, and programs requiring compliance with AB341 and AB1826; and

WHEREAS, the City has taken steps to comply with the provisions of AB341 and AB1826 by adopting Resolution 17-62 on July 26, 2017; and

WHEREAS, the City understands that the unforeseen events of COVID-19 have impacted the ability of those covered under Resolution 17-62 and this Resolution to achieve the mandated diversion rates of Resolution 17-62.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Montebello, State of California, as follows:

SECTION 1. The City Council does hereby reaffirm that in accordance with Resolution 17-62 all public and private entities covered under the legislative confines of AB341 are required to implement a mandatory recycling program within 45-Days of the passage of this Resolution. The Council does further reestablish that City shall take necessary supportive measures to ensure compliance with the legislative requirements as currently written or may be amended from time to time.

SECTION 2. The City Council does further reestablish that all public and private entities covered under the legislative confines of AB1826 are required to recycle their organic waste in a manner commensurate with the enacted legislation. The Council does further reestablish that the City shall take necessary supportive measures to ensure compliance with the legislative requirements as currently written or may be amended from time to time.

SECTION 3. The City Council hereby establishes that all nonexclusive franchisees shall meet the following diversion rates by December 31, of each calendar year referenced below:

- A. 2020 - A diversion rate of 70% must be achieved; and
- B. 2021 - A diversion rate of 75% must be achieved; and
- C. Each nonexclusive franchisee shall implement a commercial solid waste recycling program that consists of education, outreach, and monitoring of their customers, that is appropriate and specific for Montebello businesses and is designed to divert commercial solid waste from said businesses and landfills.
- D. Each nonexclusive franchisee shall report the progress achieved in implementing its commercial recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its annual Source Reduction and Recycling Plan (SRRP) and/or at other intervals as

determined by the City. The City will conduct an annual review of the SRRP's and determine compliance.

- E. If a franchisee is found to not have made a good-faith effort in implementing its programs, which may include its mandatory commercial recycling program, the City may take necessary steps to ensure compliance up to and including administrative fines, injunctions, suspensions, and any other measures legally necessary, up to and including revocations, to ensure compliance with the law.

SECTION 4. That the total diversion rate shall be calculated based on information obtained from all multiple-family residential dwelling units, commercial and industrial premises, and all waste and recyclable material generated by accounts and locations located within the jurisdictional boundaries of the City of Montebello that are serviced by the franchisee. Material used for diversion calculations shall include but not be limited to, varieties of paper, cardboard, plastics, glass, metal, bimetals, aluminum, wood, food waste and other green waste, manure, construction and demolition debris, and any like materials collected and/or removed from within city limits; and

SECTION 5. That all brokers and consolidators of waste and/or recyclable material shall be required to register and report solid waste and recycling tonnage to the City in similar fashion as the nonexclusive franchised haulers. This category also includes third party consolidators; brokers; and anyone that arranges for the collection, transportation, and/or disposal of waste and/or recyclable material from any business entity located within the jurisdictional confines of the City of Montebello.

SECTION 6. That all Recyclers will be required to comply with Section 8.12.110 and 8.12.150 of the Montebello Municipal Code relating to recyclers requirements and register in similar fashion as the haulers (without AB939 Fees) and report to the City the amount of material collected and/or recycled from locations within Montebello or by residents.

SECTION 7. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED, PASSED AND ADOPTED by the City Council of the City of Montebello, State of California this 16th day of December, 2020.

Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

Page 3 of 3

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 16th day of December, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Christopher Jimenez
City Clerk

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
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. 1501, consisting of 12 pages, and including**

**Warrant No.:
Checks No.: 591134 through 591362;
ACH 111 through 172**

**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 16th DAY OF DECEMBER, 2020.

_____, Mayor

ATTEST:

CHRISTOPHER JIMENEZ, City Clerk



City of Montebello

Register of Demands No. 1501

From Payment Date: 11/10/20 - To Payment Date: 12/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
591134	11/10/2020	\$55.68	SUPPLIES	2589	AXON ENTERPRISE, INC.
591135	11/12/2020	\$7,541.21	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
591136	11/12/2020	\$4,475.13	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
591137	11/12/2020	\$8,671.65	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
591138	11/12/2020	\$72,203.15	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
591139	11/12/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
591140	11/12/2020	\$200.09	UTILITY SERVICES	23610	VERIZON WIRELESS
591141	11/12/2020	\$1,301.55	UTILITY SERVICES	23610	VERIZON WIRELESS
591142	11/12/2020	\$8,347.20	INSURANCE PREMIUM	55860	AFLAC
591143	11/12/2020	\$26,576.00	CONTRACT SERVICES	3003	BERNARDO CONCRETE, INC.
591144	11/12/2020	\$44,693.54	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
591145	11/12/2020	\$7,331.85	SUPPLIES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
591146	11/12/2020	\$3,194.25	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
591147	11/12/2020	\$387.00	TRAINING	47440	JOHN E. KANE JR./D-PREP, LLC
591148	11/12/2020	\$525.00	SERVICE	2759	D. F. POLYGRAPH
591149	11/12/2020	\$29,625.39	MACHINERY & EQUIPMENTS	9030	DIGITAL MAP PRODUCTS, INC.
591150	11/12/2020	\$680.00	CONTRACT SERVICES	2229	EAGLE PORTABLES INC.
591151	11/12/2020	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
591152	11/12/2020	\$10,500.00	CONTRACT SERVICES	2784	PHILLIP GALLEGOS
591153	11/12/2020	\$1,925.00	SERVICE	2189	HEARD'S INVESTIGATIONS AND POLYGRAPH LLC
591154	11/12/2020	\$666.26	SERVICE	1079	INDUSTRIAL CLEANING SYSTEM, INC.
591155	11/12/2020	\$99.00	TRAINING	3065	IXII GROUP INC.
591156	11/12/2020	\$5,200.00	SERVICE	47110	LM SYSTEMS
591157	11/12/2020	\$133.14	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR



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591158	11/12/2020	\$1,821.25	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
591159	11/12/2020	\$129.82	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
591160	11/12/2020	\$225.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
591161	11/12/2020	\$1,576.80	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
591162	11/12/2020	\$543.42	SERVICE	26460	ORBIT RENTALS, INC.
591163	11/12/2020	\$539.86	RETIREMENT	42490	LINDA PAYAN
591164	11/12/2020	\$10,289.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
591165	11/12/2020	\$750.50	SUPPLIES	2244	RMT EQUIPMENT
591166	11/12/2020	\$1,200.00	SERVICE	3048	ANN ROBERTSON/ROBERTSON RAILROAD
591167	11/12/2020	\$607.77	MACHINERY & EQUIPMENTS	52940	S & A ENGINE, INC.
591168	11/12/2020	\$1,700.00	TRAINING	43150	SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT
591169	11/12/2020	\$39,448.11	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
591170	11/12/2020	\$40.00	SERVICE	1848	SECURITY DESIGN SYSTEMS
591171	11/12/2020	\$905,091.33	CONTRACT SERVICES	20770	SEQUEL CONTRACTORS. INC.
591172	11/12/2020	\$1,501.90	RETIREMENT	9340	GEORGE S. SIMONIAN
591173	11/12/2020	\$437.69	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
591174	11/12/2020	\$1,755.02	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
591175	11/12/2020	\$1,100.00	CONTRACT SERVICES	3056	ROBERT BANDURRAGA
591176	11/12/2020	\$535.60	RETIREMENT	27300	ROBERT C. TUFANO
591177	11/12/2020	\$125.00	TRAINING	2699	KIM TURNER, LLC
591178	11/12/2020	\$2,677.09	UNIFORM EXPENSE	3066	V & V MANUFACTURING
591179	11/19/2020	\$1,566.51	TRAINING	1670	ADAMSON POLICE PRODUCTS
591180	11/19/2020	\$700.00	SERVICE PROGRAM	2853	ALTERNATIVE FUEL SOLUTIONS
591181	11/19/2020	\$25.79	SUPPLIES	74990	AUTOZONE, INC



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591182	11/19/2020	\$1,710.00	LEGAL SERVICES	3072	GARY A. BACIO/BACIO AND ASSOCIATES
591183	11/19/2020	\$4,127.14	SUPPLIES	58080	BEST BUY
591184	11/19/2020	\$120.00	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
591185	11/19/2020	\$686.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
591186	11/19/2020	\$700.74	SUPPLIES	425	JOSEPH M . SEPULVEDA
591187	11/19/2020	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
591188	11/19/2020	\$4,650.84	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
591189	11/19/2020	\$1,382.60	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
591190	11/19/2020	\$1,691.25	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO.
591191	11/19/2020	\$1,255.42	SUPPLIES	7610	EWING IRRIGATION PRODUCTS,INC.
591192	11/19/2020	\$285.46	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
591193	11/19/2020	\$190.00	SERVICE	31240	FIRE CONNECTION SYSTEM SERVICE
591194	11/19/2020	\$550.54	UNIFORM EXPENSE	55650	GALLS, LLC
591195	11/19/2020	\$3,511.48	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIC LLC
591196	11/19/2020	\$4,350.00	SERVICE	74240	GLOBAL CTI GROUP,INC.
591197	11/19/2020	\$415.00	SERVICE	180	GLORY GLOBAL SOLUTIONS INC.
591198	11/19/2020	\$5,266.87	SUPPLIES	3057	GOLD 'N' KOI, INC.
591199	11/19/2020	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
591200	11/19/2020	\$1,078.47	VEHICLE MAINTENANCE/EXPENSES	9470	GRAINGER, INC.
591201	11/19/2020	\$1,944.36	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
591202	11/19/2020	\$517.20	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
591203	11/19/2020	\$10,418.63	SUPPLIES	1612	JCL TRAFFIC SERVICES
591204	11/19/2020	\$3,512.52	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
591205	11/19/2020	\$2,134.53	SUPPLIES	26670	LIFE-ASSIST, INC.
591206	11/19/2020	\$497.32	TRAFFIC SIGNAL MAINTENANCE	4810	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS



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591207	11/19/2020	\$2,520.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
591208	11/19/2020	\$24.73	SUPPLIES	479	MCMaster-CARR SUPPLY COMPANY
591209	11/19/2020	\$275.00	TRAINING	333	JASON MCMULLEN
591210	11/19/2020	\$346.46	SUPPLIES	74640	MISSION LINEN SUPPLY
591211	11/19/2020	\$112.97	SUPPLIES	15620	OFFICE DEPOT
591212	11/19/2020	\$539.86	RETIREMENT	42490	LINDA PAYAN
591213	11/19/2020	\$2,940.00	SERVICE	3047	PHILIPS DRAPERIES AND CURTAINS, INC
591214	11/19/2020	\$26,900.00	CONTRACT SERVICES	2764	RAINTEK ENTERPRISES INC.
591215	11/19/2020	\$2,637.34	UNIFORM EXPENSE	2002	JAY O. MARTINEZ/SAM BROWN SHIELD INC.
591216	11/19/2020	\$4,628.56	WATER SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591217	11/19/2020	\$5,576.50	WATER SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591218	11/19/2020	\$16,754.39	WATER SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591219	11/19/2020	\$4,275.30	WATER SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591220	11/19/2020	\$2,779.18	WATER SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591221	11/19/2020	\$84.86	SUPPLIES	3017	RIGOBERTO SANCHEZ
591222	11/19/2020	\$2,050.00	OP. MONITORING & MAINT. OF LANDFILL	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG./SCS FIELD SERVICES
591223	11/19/2020	\$33,085.10	CONTRACT SERVICES	2361	SIEMENS MOBILITY
591224	11/19/2020	\$457.90	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
591225	11/19/2020	\$1,300.00	SUPPLIES	3070	RICARDO SOLTERO
591226	11/19/2020	\$526.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD
591227	11/19/2020	\$1,995.00	SERVICE	1312	SWANK MOTION PICTURES, INC.
591228	11/19/2020	\$152.95	LEGAL SERVICES	3030	HENRY S. DAVID/THE DAVID FIRM
591229	11/19/2020	\$1,750.00	SERVICES	65440	TIERRA WEST ADVISORS
591230	11/19/2020	\$7,903.48	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.



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591231	11/19/2020	\$1,476.08	SERVICE	47600	VORTEX INDUSTRIES
591232	11/19/2020	\$1,728.50	SERVICE	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
591233	11/19/2020	\$24,114.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
591234	11/19/2020	\$1,830.00	SERVICE	2053	WIRELESS TELEMATICS LLC.
591235	11/19/2020	\$54,088.00	CONTRACT SERVICES	2996	XCLUSIVE DOOR AND GLAZING
591236	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	289	ANDREA ANDRADE
591237	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	61470	ERIKA L. ANDRADE
591238	11/19/2020	\$4,372.61	UTILITY SERVICES	39550	AT&T
591239	11/19/2020	\$2,190.00	SERVICE	17870	THE BANK OF NEW YORK MELLON
591240	11/19/2020	\$114,834.50	INSURANCE PREMIUM	37550	STATE OF CALIFORNIA
591241	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	29020	RAFAEL DE LA TORRE
591242	11/19/2020	\$6,273.36	UNIFORM EXPENSE	55650	GALLS, LLC
591243	11/19/2020	\$1,742.86	SUPPLIES	59300	HODGE PRODUCTS, INC.
591244	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	71590	LUZ MARIA
591245	11/19/2020	\$80.00	REFUND	3069	KATHERINE MENDOZA
591246	11/19/2020	\$9,565.62	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.
591247	11/19/2020	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
591248	11/19/2020	\$288.00	INSURANCE PREMIUM	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
591249	11/19/2020	\$70.00	TRANSIT INCENTIVE PROGRAM	2260	GERARDO RODRIGUEZ
591250	11/19/2020	\$30.00	RECREATION CLASSES	3068	ISABEL SANCHEZ
591251	11/19/2020	\$212.15	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO.
591252	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	24280	MARTIN SOLANO
591253	11/19/2020	\$19,981.43	FUEL	45630	SOUTHERN CALIFORNIA EDISON
591254	11/19/2020	\$20,218.76	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
591255	11/19/2020	\$476.29	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.



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591256	11/19/2020	\$729.90	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
591257	11/19/2020	\$554.33	UTILITY SERVICES	23610	VERIZON WIRELESS
591258	11/25/2020	\$206.50	LEGAL SERVICES	17680	ALVARADOSMITH
591259	11/25/2020	\$222.71	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
591260	11/25/2020	\$2,602.97	UTILITY SERVICES	39550	AT&T
591261	11/25/2020	\$22.03	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
591262	11/25/2020	\$95.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
591263	11/25/2020	\$516.00	LIVESCANS/FINGERPRINTS	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
591264	11/25/2020	\$118.77	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
591265	11/25/2020	\$235.95	TRAINING	3560	ENTENMANN-ROVIN CO.
591266	11/25/2020	\$15,139.00	CONTRACT SERVICES	74240	GLOBAL CTI GROUP, INC.
591267	11/25/2020	\$4,246.81	SERVICE	3063	HALO BRANDED SOLUTIONS, INC.
591268	11/25/2020	\$790.00	SERVICE	2144	MARIPOSA LANDSCAPES, INC.
591269	11/25/2020	\$1,500.00	RETURN OF PROPERTY	3078	PAUL MARTINEZ
591270	11/25/2020	\$481.00	EDUCATION REIMBURSEMENT	8720	SCOTT MORTON
591271	11/25/2020	\$165.00	SERVICE	19250	N/S CORPORATION
591272	11/25/2020	\$9,783.85	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
591273	11/25/2020	\$70.00	REFUND	3077	JOSE ANTONIO NAVA JR.
591274	11/25/2020	\$160.00	SERVICE	26370	NAVARRO'S TOWING SERVICE
591275	11/25/2020	\$3,052.33	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
591276	11/25/2020	\$1,512.34	SUPPLIES	15620	OFFICE DEPOT
591277	11/25/2020	\$76,179.60	CONTRACT SERVICES	42180	PCAM, LLC/PARKING COMPANY OF AMERICA LLC
591278	11/25/2020	\$36.31	SUPPLIES	503	QUADIENT, INC.
591279	11/25/2020	\$19,933.61	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM



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591280	11/25/2020	\$137.44	CONTRACT SERVICES	36350	SHRED-IT USA
591281	11/25/2020	\$1,530.95	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
591282	11/25/2020	\$700.00	PERMITS AND FEES	9270	TANK SPECIALIST OF CALIFORNIA
591283	11/25/2020	\$2,425.00	CONTRACT SERVICES	3075	AIMEE GALICIA TORRES
591284	11/25/2020	\$3,180.96	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
591285	11/25/2020	\$115.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT.COM
591286	11/25/2020	\$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
591287	11/25/2020	\$237.81	TRAINING	3066	V & V MANUFACTURING
591288	11/25/2020	\$6,468.08	VEHICLE MAINTENANCE	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC COMPANY
591289	11/25/2020	\$1,084.86	SUPPLIES	67320	WINZER CORPORATION
591290	11/25/2020	\$216.81	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S/ZAVALA'S UPHOLSTERY
591291	11/30/2020	\$195.00	SERVICE	983	ABBA TERMITE AND PEST CONTROL, INC.
591292	12/03/2020	\$154.00	SUPPLIES	24540	AAHS SIGNS
591293	12/03/2020	\$645.51	SUPPLIES	48480	ALCO TARGET COMPANY
591294	12/03/2020	\$500.00	DUES & SUBSCRIPTIONS	49280	AREA E FIRE CHIEFS ASSOCIATION
591295	12/03/2020	\$277.33	UTILITY SERVICES	39550	AT&T
591296	12/03/2020	\$2,368.16	UTILITY SERVICES	38380	AT&T
591297	12/03/2020	\$95.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
591298	12/03/2020	\$250.00	REFUND	45170	MONTEBELLO AUTO GROUP, LLC/CHEVROLET OF MONTEBELLO
591299	12/03/2020	\$114,164.76	VEHICLE PURCHASES	1700	72 HOUR LLC/CHEVROLET OF WATSONVILLE, NATIONAL AUTO FLEET
591300	12/03/2020	\$275.00	SERVICE	34230	PHIL CULBERTSON/COLBY'S TOTAL LAWN CARE
591301	12/03/2020	\$5,966.85	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
591302	12/03/2020	\$515.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
591303	12/03/2020	\$50.00	FBA MONTHLY SERVICE	1569	DISCOVERY BENEFITS
591304	12/03/2020	\$960.00	SERVICE	2229	EAGLE PORTABLES INC.



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591305	12/03/2020	\$46,450.00	CONTRACT SERVICE	2861	JOSE L. GARCIA/AAA SUSPENDED CEILINGS
591306	12/03/2020	\$700.00	PLUMBING SERVICE	2942	JAIR ZABAleta/JAIRO'S PLYMBING INC.
591307	12/03/2020	\$1,313.44	LEASE PAYMENT	2405	JCB FINANCE
591308	12/03/2020	\$1,333.50	SUPPLIES	26670	LIFE-ASSIST, INC.
591309	12/03/2020	\$250.00	CONTRACT SERVICES	42040	MONTEBELLO GLASS & MIRROR CO.
591310	12/03/2020	\$385.00	TOWING SERVICE	26370	NAVARRO'S TOWING SERVICE
591311	12/03/2020	\$1,484.36	SUPPLIES	15620	OFFICE DEPOT
591312	12/03/2020	\$21,398.00	CONTRACT SERVICE	3028	ONWARD ENGINEERING
591313	12/03/2020	\$755.56	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
591314	12/03/2020	\$219.54	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
591315	12/03/2020	\$1,130.06	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
591316	12/03/2020	\$3,674.71	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
591317	12/03/2020	\$3,880.49	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
591318	12/03/2020	\$252.42	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
591319	12/03/2020	\$483.01	INSURANCE PREMIUM	1990	STANDARD INSURANCE COMPANY
591320	12/03/2020	\$360.52	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
591321	12/03/2020	\$3,031.88	SUPPLIES	2573	TELEFLEX LLC
591322	12/03/2020	\$4,666.93	INSURANCE PREMIUM	58990	VISION SERVICE PLAN
591323	12/03/2020	\$5,840.79	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
591324	12/03/2020	\$11,278.28	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
591325	12/03/2020	\$313.00	SUPPLIES	18290	CHARLES WELLS
591326	12/03/2020	\$15,052.50	CONTRACT SERVICES	8160	WINCAL TECHNOLOGY CORPORATION
591327	12/03/2020	\$433.28	SUPPLIES	67320	WINZER CORPORATION
591328	12/03/2020	\$38,940.51	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION INC.



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591329	12/03/2020	\$29,454.17	LEGAL SERVICE	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
591330	12/03/2020	\$322.45	MACHINERY & EQUIPMENTS	74870	AVAIL TECHNOLOGIES, INC.
591331	12/03/2020	\$22,400.64	SUPPLIES	13240	BANKCARD CENTER
591332	12/03/2020	\$1,850.00	CONTRACT SERVICES	1303	CERTIFIED ROOFING APPLICATORS, INC.
591333	12/03/2020	\$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
591334	12/03/2020	\$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
591335	12/03/2020	\$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
591336	12/03/2020	\$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
591337	12/03/2020	\$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
591338	12/03/2020	\$74.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
591339	12/03/2020	\$2,288.55	SUPPLIES	1844	ESAFETY SUPPLIES, INC.
591340	12/03/2020	\$600.00	ADVERTISING/PRINTING SERVICES	1528	FAN4LIFEDECALS
591341	12/03/2020	\$4,708.85	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
591342	12/03/2020	\$53,460.45	SERVICE	2654	GOLDEN STAR TECHNOLOGY, INC.
591343	12/03/2020	\$1,368.23	SUPPLIES	9470	GRAINGER, INC.
591344	12/03/2020	\$645.65	REFUND	3080	SALVADOR AND MARIA HERNANDEZ
591345	12/03/2020	\$1,072.53	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
591346	12/03/2020	\$829.44	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
591347	12/03/2020	\$5.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
591348	12/03/2020	\$3,992.78	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC.
591349	12/03/2020	\$1,507.21	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
591350	12/03/2020	\$10,635.60	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
591351	12/03/2020	\$28,652.20	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
591352	12/03/2020	\$70.00	REFUND	3081	CYNTHIA ROBLES
591353	12/03/2020	\$1,497.64	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.



City of Montebello

Register of Demands No. 1501

From Payment Date: 11/10/20 - To Payment Date: 12/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
591354	12/03/2020	\$984,472.38	CONTRACT SERVICE	20770	SEQUEL CONTRACTORS. INC.
591355	12/03/2020	\$8,343.93	CONTRACT SERVICES	2361	SIEMENS MOBILITY
591356	12/03/2020	\$17.21	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
591357	12/03/2020	\$3,100.00	CONTRACT SERVICES	385	DANIEL SIFUENTES
591358	12/03/2020	\$1,925.01	SUPPLIES	11240	TED LEVINE DRUM COMPANY
591359	12/03/2020	\$3,180.96	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
591360	12/03/2020	\$7,217.34	COPIER REPAIR/SERVICES	2747	U.S. BANK EQUIPMENT FINANCE
591361	12/03/2020	\$1,280.75	INSURANCE PREMIUM	58990	VISION SERVICE PLAN
591362	12/03/2020	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
Subtotal		\$3,271,216.05			

4331 - General Account

EFT

111	11/10/2020	\$23,168.07	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
112	11/12/2020	\$10,306.17	SERVICE	ALLSTAR FIRE EQUIPMENT INC.
113	11/12/2020	\$55.68	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
114	11/12/2020	\$160.06	SERVICE	ASTRO PLUMBING SUPPLY CO.
115	11/12/2020	\$1,476.48	SERVICE	AZTECA LANDSCAPE
116	11/12/2020	\$400.00	SERVICE	BEROKOFF ELECTRIC
117	11/12/2020	\$2,078.52	REIMBURSEMENT	CASTILLO, JACOB
118	11/12/2020	\$1,042.20	SERVICE	CLEAN SWEEP SUPPLY CO. INC
119	11/12/2020	\$922.44	SUPPLIES	COMLOCK SECURITY GROUP, INC.
120	11/12/2020	\$22,850.00	SERVICE	COMPLETE LANDSCAPE CARE, INC.
121	11/12/2020	\$160.00	TRAINING	LOS ANGELES COUNTY REGIONAL TRAINING CENTER
122	11/12/2020	\$280.00	EDUCATIONAL REIMBURSEMENT	MACIAS, JESUS, J
123	11/12/2020	\$120.06	WATER SERVICE	READY REFRESH BY NESTLE
124	11/12/2020	\$5,155.00	SERVICE	SOTO, MARIO/SPORTS PSYCOLOGY CONSULTING AND LIFE COACH
125	11/12/2020	\$6,400.00	PRE-EMPLOYMENT BACKGROUND	SUNSET DETECTIVES
126	11/12/2020	\$960.00	SUPPLIES	VASQUEZ, MARIA TERESA
127	11/19/2020	\$9,847.00	SERVICE	A-1 STEEL FENCE CO., INC.
128	11/19/2020	\$35,643.00	CONTRACT SERVICE	ADVANCED APPLIED ENGINEERING, INC.



City of Montebello

Register of Demands No. 1501

From Payment Date: 11/10/20 - To Payment Date: 12/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR # VENDOR NAME
129	11/19/2020	\$7,598.90	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
130	11/19/2020	\$16,573.67	GOLF COURSE LANDSCAPE SERVICE	ANTARES GOLF LLC
131	11/19/2020	\$212.78	SUPPLIES	ARTE PRINTING
132	11/19/2020	\$240.00	SERVICE	BEROKOFF ELECTRIC
133	11/19/2020	\$76,960.38	LANDSCAPE SERVICE	GREEN GIANT LANDSCAPE INC.
134	11/19/2020	\$226.27	BUS PARTS	H & H AUTO PARTS WHOLESALE
135	11/19/2020	\$4,720.72	BUS PARTS	HD INDUSTRIES
136	11/19/2020	\$47,563.66	CONTRACT SERVICE	NATIONWIDE ENVIRONMENTAL SERVICES
137	11/19/2020	\$20,000.00	PHOTO RED LIGHT	REDFLEX TRAFFIC SYSTEMS
138	11/19/2020	\$25,197.42	GOLF COURSE PROFESSIONAL SERVICES	S & S LABARGE GOLF INCORPORATED
139	11/19/2020	\$198.47	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
140	11/19/2020	\$199.88	JANITORIAL SUPPLIES	CLEAN SWEEP SUPPLY CO. INC
141	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	PADILLA, BRIANNON
142	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	SAUCEDO, NICOLE I
143	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	VALENZUELA, MATTHEW , A
144	11/19/2020	\$40.00	TRANSIT INCENTIVE PROGRAM	VASQUEZ, MARIA TERESA
145	11/25/2020	\$7,859.03	CONTRACT SERVICE	ADVANCED APPLIED ENGINEERING, INC.
146	11/25/2020	\$419.38	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
147	11/25/2020	\$300.00	SERVICE	BEROKOFF ELECTRIC
148	11/25/2020	\$884.78	INSURANCE PREMIUM	CIGNA BEHAVIORAL HEALTH
149	11/25/2020	\$205.07	SUPPLIES	CLEAN SWEEP SUPPLY CO. INC
150	11/25/2020	\$12.12	SUPPLIES	READY REFRESH BY NESTLE
151	11/25/2020	\$17,000.00	AUDIT SERVICE FY 20/21	VASQUEZ & COMPANY LLP
152	12/03/2020	\$3,965.92	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
153	12/03/2020	\$160.00	SUPPLIES	BEROKOFF ELECTRIC
154	12/03/2020	\$500.00	SERVICE	COGRAN SYSTEMS LLC
155	12/03/2020	\$1,553.31	KEYLOCK SERVICES	COMLOCK SECURITY GROUP, INC.
156	12/03/2020	\$965.27	REIMBURSEMENT TREE LIGHTING	JAIMEZ, CRYSTAL
157	12/03/2020	\$199.00	COVID-19 TEST	JOSETT, ROBERT
158	12/03/2020	\$107.05	SUPPLIES	LOS ANGELES COUNTY REGIONAL TRAINING CENTER
159	12/03/2020	\$435.00	TUITION REIMBURSEMENT	MACIAS, JESUS, J
160	12/03/2020	\$246.55	WATER SERVICE	READY REFRESH BY NESTLE
161	12/03/2020	\$225.00	TUITION REIMBURSEMENT	REYNA, JOSHUA
162	12/03/2020	\$13,750.59	100TH ANNIVERSARY SUPPLIES	SAUCE CREATIVE SERVICES CORP.
163	12/03/2020	\$3,569.35	SUPPLIES	STRICTLY TECH
164	12/03/2020	\$4,839.38	SUPPLIES	AMAZON CAPITAL SERVICES. INC.
165	12/03/2020	\$1,476.48	LANDSCAPE SERVICE	AZTECA LANDSCAPE



City of Montebello

Register of Demands No. 1501

From Payment Date: 11/10/20 - To Payment Date: 12/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR # VENDOR NAME
166	12/03/2020	\$460.00	SERVICE	BEROKOFF ELECTRIC
167	12/03/2020	\$1,757.57	JANITORIAL SUPPLIES	CLEAN SWEEP SUPPLY CO. INC
168	12/03/2020	\$22,849.99	LANDSCAPE SERVICE	COMPLETE LANDSCAPE CARE, INC.
169	12/03/2020	\$60.00	WATER SERVICE	FIRST CHOICE SERVICES
170	12/03/2020	\$219.48	COPIER MONTHLY SERVICE	IBE DIGITAL
171	12/03/2020	\$1,256,284.30	CONTRACT SERVICE	MANHOLE ADJUSTING INC.
172	12/03/2020	\$3,363.75	PLUMBING SERVICE	MR. ROOTER PLUMBING
Subtotal		\$1,664,545.20		
Total		<u>\$4,935,761.25</u>		

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CA**

**OCTOBER 28, 2020
WEDNESDAY
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 Melendez called the meeting to order at the hour of 6:30 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

CLOSED SESSION – 5:30 P.M.

The City Attorney provided 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.

Was not discussed.

REGULAR SESSION - 6:30 P.M.

5. **INVOCATION** City Treasurer Gutierrez
PLEDGE OF ALLEGIANCE City Clerk Barajas
6. **STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

Director D. Sosnowski announced the Haunted Train Ride at the Golf Course on Saturday, October 24, 2020 from 6:30 p.m. to 9:00 p.m. at the Golf Course.
7. **CORRECTIONS TO THE AGENDA – CITY MANAGER**

None.
8. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvaerz-Glasman

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

Antonio Herrera, President of SMART TD 1701, submitted comments asking that more buses be dispatched to accommodate additional riders.

City Manager Bobadilla explained that the City is still in pandemic mode and that there is no need to put more buses on the road. Ridership is only 50% at this time.

10. **APPROVAL OF AGENDA:** Councilmember Hadjinian moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item No. 11. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

REGULAR BUSINESS

11. FISCAL YEAR 2020-21 FIRST QUARTER BUDGET UPDATE AND SALARY RESOLUTION/TABLE OF ORGANIZATION UPDATE

Director M. Solorza gave an update on the First Quarter Budget.

Councilmember Torres asked about the need for a Deputy Director Public Information Officer, Assistant Planner, more hires in the Transportation Department and asked why salary ranges for the Executive Management Group were not included on the proposed Resolution.

City Manager Bobadilla stated that the Deputy Director PIO will be responsible for all Departments and messaging for the Departments. The Assistant Planner is direly needed in the Planning Department. The new hires in the Transportation Department are needed to assist the Director of Transportation, and the salary ranges for the Executive Management Group were included in separate Resolution approved on September 9, 2020.

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

1. Approve amendment of the Compensation Plan and Table of Organization Resolution 20-87; and,
2. Approve job classifications necessary for various Department operations; and,
3. Amend the Fiscal Year (FY) 2020-21 adopted budget for various funds and accounts, as detailed in Attachment 1.

Motion carried unanimously.

CONSENT MATTERS

12. APPROVE THE RESOLUTION ESTABLISHING HOLIDAYS FOR EMPLOYEES IN THE CITY'S SERVICE FOR CALENDAR YEAR 2021

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Approve Resolution No. 20-88 establishing twelve(12) holidays for employees in the City's service for the next calendar year commencing January 1, 2021 to December 31, 2021 in accordance with Section 2.60.340(A) of the City of Montebello's Municipal Code. Motion carried unanimously.

13. RESOLUTION ADOPTING MINIMUM CONTRACTOR QUALIFICATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS INSTALLED ON CITY-FUNDED PROJECTS

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Approve Resolution No. 20-89 adopting minimum contractor qualifications for electrical vehicle charging stations installed on city-funded projects. Motion carried unanimously.

14. APPROVE RESOLUTION FOR ANNUAL INVESTMENT POLICY UPDATE

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

Adopt Resolution No. 20-90 updating the Investment Policy Statement for the City and Successor Agency to match current Government Code and to expand the membership of the Investment Committee. Motion carried unanimously.

15. INTRODUCE ORDINANCE AMENDING CHAPTERS 2.30, 2.36, 2.40, 2.44, AND 2.46 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY COMMISSIONS AND COMMITTEES

Councilmember Torres feels that more discussions should take place.

City Manager Bobadilla stated the duties of the City Manager related to Employee groups, and stated that all terminations will be reviewed by the Civil Service Commission.

Councilmember Hadjinian stated that professional staff should handle Civil Service matters and supports the recommendation.

Mayor Pro Tem Cobos-Cawthorne stated concern regarding the Traffic and Safety Commission but supports quarterly meetings for the Youth Commission.

Mayor Melendez stated that each Councilmember should appoint a Planning Commissioner and that the Civil Service duties should be handled by professional staff.

Review, waive reading the ordinance in its entirety and introduce an ordinance amending Chapters 2.30, 2.36, 2.40, 2.44, and 2.46 of the City of Montebello Municipal Code (MMC) reorganizing the City's Advisory Commissions and Committees as follows:

- a. Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the Introduction language in the Montebello Municipal Code reflect the name change from Civil Service Commission to Personnel Advisory Commission. Motion carried 3-2 on the following roll call:

AYES: Hadjinian, Jimenez, Melendez

NOES: Torres, Cobos-Cawthorne

- b. Councilmember Hadjinian moved, seconded by Mayor Melendez the Culture and Recreation Commission be changed to the Parks and Recreation Commission, and eliminate the Golf Course Commission. Motion carried 5-0 as follows:

AYES: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez

NOES: None

- c. Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that language in the Montebello Municipal Code reflect the change of the number of Planning Commissioners appointments from seven Commissioners to five Commissioners. No ratification is needed for appointments by each Councilmember to the Commission. Motion carried as follows:

AYES: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
NOES: None

- d. Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the Montebello Municipal Code reflect the change of the Traffic and Safety Commission to a Traffic and Safety Committee. Motion carried on the following roll call vote:

AYES: Hadjinian, Jimenez, Melendez
NOES: Cobos-Cawthorne
ABSTAIN: Torres

- e. Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez, that the Montebello Municipal Code reflect the change that the Youth and Education Commission meet quarterly instead of monthly. Motion carried on the following roll call vote:

AYES: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
NOES: None

- f. Councilmember Hadjinian moved, seconded by Councilmember Jimenez that each Councilmember make one Commissioner appointment to each Commission. The appointed Commissioner will serve on the Commission until their appointing Councilmember is unseated and until a new Commissioner is appointed . Motion carried on the following roll call vote:

AYES: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
NOES: None

- g. Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the Ordinance be introduced at this City Council meeting on October 28, 2020, and be brought back for a second reading on November 18, 2020, reflecting all changes approved above. Motion carried unanimously on the following roll call vote:

AYES: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
NOES: None

16. **MUNICIPAL CODE AMENDMENT - ADOPTION OF CITY LOGOS AND PROTECTION**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Introduce and conduct a first reading, unless waived, an Ordinance Amending Chapter 1.16 "City Seal" of Title 1 "General Provisions" of the Montebello Municipal Code.
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

17. **APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GREEN GIANT LANDSCAPE, INC. FOR TAYLOR RANCH GREENSPACE PROJECT**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve an amendment in the amount not-to-exceed Ninety Thousand Dollars (\$90,000) to the construction contract with Green Giant Landscape, Inc. (Green Giant) for the Taylor Ranch Greenspace Project; and,
- 2) Take such additional, related, action that may be desirable.

18. AUTHORIZATION TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE CITY OF VERNON TO PROVIDE FIRE APPARATUS AND RELATED RESCUE EQUIPMENT

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize the City Manager to enter into Purchase and Sale Agreement No. 3839 with the City of Vernon to provide fire apparatus and related rescue equipment for a one- time purchase in an amount not-to-exceed \$367,000; and
- 2) Amend the Fiscal Year 2020-21 budget and increase appropriations by \$367,000 in General Fund Account No. 100-85-850-6082, Fire Suppression, Vehicle Purchase.
- 3) Take such additional, related action that may be desirable.

19. AUTHORIZE THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES AGREEMENT FOR CITY COUNCIL CHAMBERS AUDIO VISUAL SYSTEM UPGRADE

Councilmember Torres asked why a formal bidding process did not take place, asked where the money was coming for the project, and asked why this wasn't a Public Works Project.

Mayor Pro Tem Cobos-Cawthorne

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

- 1) Authorize the City Manager to execute a Professional Services Agreement No. 3840 with DNG AV and IT Systems Integration, to provide City Council Chambers Audio Visual System upgrades "The Project"; and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations by \$250,308 in Account No. 100-40-420-6040.95 and \$92,580 in Account No. 600-90-900-6040.95 (total of \$342,888 includes \$40,000 contingency for site improvements and/or additional hardware, \$45,000 for Project Implementation and Design Project Management Services)
- 3) Authorize the City Manager to complete The Project with a not-to-exceed amount of \$342,888
- 4) Take such additional, related, action that may be desirable.

Motion carried unanimously.

20. MEETING CANCELLATION – NOVEMBER 11 AND DECEMBER 9, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Cancel the meeting of November 11, 2020 in observance of Veteran's Day and as per the November 13, 2019, adopted Resolution No. 19-145 that established recognized holidays for employees. In lieu of holding the November 11, 2020 regular City Council

meeting, it is being recommended that this meeting be continued to November 18, 2020 as an Adjourned Regular Meeting. In addition, Staff further recommends that the December 9, 2020 meeting be rescheduled to Wednesday, December 16, 2020. Motion carried unanimously.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED OCTOBER 28, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Adopt Resolution No. 20-91 approving the Warrant Register dated October 28, 2020. Motion carried unanimously.

22. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

None.

COUNCIL ORALS

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

Councilmember Torres asked that the meeting be closed in memory of Helio Altamirano, who died from Covid-19. Mr. Altamirano worked on the restoration at the Sanchez Adobe from 2005-2009 and many other construction projects. He was also a member of the Montebello Rotary Club for many years. Rest in Peace Helio.

Councilmember Hadjinian asked for prayers for Harry Rumbos, owner of Arry's Burgers, who had a massive stroke and is recovering.

Mayor Pro Tem reminded all to stay safe during Halloween festivities by wearing masks and to social distance.

Councilmember Jimenez reminded all that a community altar will be displayed in front of the City Hall entrance in celebration of Dia de los Muertos. Councilmember Jimenez also thanked staff for their work on the 100th Birthday Celebration Caravan.

Mayor Pro Tem Cobos-Cawthorne asked that the meeting be closed in memory of those who have lost their lives in Armenia.

ADJOURNMENT

Mayor Melendez adjourned the meeting at the hour of 8:15 p.m.

Upon motion carried unanimously, the minutes of October 28, 2020, were approved as written on December 16, 2020.

CHRISTOPHER JIMENEZ, City Clerk

MINUTES

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:36 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez, Torres, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that Item Nos. 6b and 6c be added to the Closed Session for discussion.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:39 p.m. to discuss the following matters. Mayor Melendez reconvened the meeting at the hour of 6:55 p.m.

CLOSED SESSION – 5:30 P.M.

The City Attorney provided 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 Councilmembers received briefing, no final action, direction was provided
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One potential matter

Councilmembers received a briefing, direction was provided to the City Manager and City Attorney. No final action.
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: Transports
Under Negotiation: Price and Terms

Direction was provided. An agreement for consideration will be brought back to the December 16, 2020 meeting. No final action.
- 6a. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: 300 San Gabriel Blvd., Rosemead, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Chevron USA, Inc.
Under Negotiation: Price and Terms

The City Council provided direction, no action take nothing to report.
- 6b. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Designated Representative: René Bobadilla, City Manager
Employee Organization: Montebello Fire Management Association, Montebello Firefighters Association

City Council received a briefing. No final action.

6c. 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

The City Manager received direction from the City Council. No final action.

6d. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

One matter

Council provided direction to reject request.

REGULAR SESSION - 6:30 P.M.

7. INVOCATION Deputy City Clerk Guzman

PLEDGE OF ALLEGIANCE City Treasurer Gutierrez

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Bobadilla gave an update on Covid-19 matters.

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

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

Vivian Romero congratulated Scarlet Peralta and Councilmember David Torres on their election to the City Council.

Maribel Briseno, Will Cervera, Abe Castro and Linda Nicklas submitted comments congratulating the candidates who were elected to the City Council.

12. APPROVAL OF AGENDA: Councilmember Hadjinian moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item Nos. 13, 14, 18, 21 and 22. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

REGULAR BUSINESS

13. APPROVE THE PURCHASE OF TWO MOBILE SOLAR CHARGING STATIONS FROM BEAM GLOBAL

David Sosnowski gave a brief summary on the item.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve the purchase of two mobile solar charging stations from BEAM Global , and
- 2) (BEAM) and authorize the City Manager to process and execute all applicable agreements necessary to effectuate the purchase; and,
- 3) Amend the Fiscal Year 2020-21 budget by increasing appropriations by \$160,000 in Account No 245-99-6010.10, AQMD Fund, Machinery and Equipment; and,
- 4) Take such additional, related, action that may be desirable.

Motion carried unanimously.

CONSENT MATTERS

14. ADOPT ORDINANCE AMENDING CHAPTERS 2.30, 2.36, 2.40, 2.44, AND 2.46 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY COMMISSIONS AND COMMITTEES

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Review, waive reading the ordinance in its entirety and adopt Ordinance No. 2428 amending Chapters 2.30, 2.36, 2.40, 2.44, and 2.46 of the City of Montebello Municipal Code (MMC) reorganizing the City's Advisory Commissions and Committees. Staff will bring back the Traffic and Safety component.

Motion carried on a 5-0 roll call vote of the City Council.

15. SECOND READING – ADOPTION OF ORDINANCE APPROVING CHANGES TO MUNICIPAL CODE AMENDMENT – ESTABLISHING REGULATIONS FOR USE AND PROTECTION OF CITY LOGOS

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Conduct second reading, unless waived, and adopt Ordinance No. 2429 Amending Chapter 1.16 "City Seal" of Title 1 "General Provisions" of the Montebello Municipal Code.
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

16. APPROVAL OF SECOND AMENDMENT TO AGREEMENT NO. 3756 – GOLF COURSE MANAGEMENT

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve the Second Amendment to Agreement No. 3756 for Golf Course Management and Golf Course Professional Services at the Montebello Golf Course with S&S LaBarge Golf, Inc.; and
- 2) Authorize the City Manager to execute an Amendment on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

17. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE CUSTODIAL SERVICES

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize staff to issue a Request for Proposals (RFP) for Citywide Custodial Services.
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

18. SIDE LETTER AGREEMENTS BETWEEN THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION AND MONTEBELLO FIREFIGHTERS ASSOCIATION REGARDING 401(A) RETIREE HEALTH SAVINGS ACCOUNT PLAN

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

- 1) Approve the Side Letter Agreement No. 3844 between the City and the Montebello Fire Management Association regarding contributing of sick leave hours into a 401(a) Retiree Health Savings Account plan; and,
- 2) Approve the Side Letter Agreement No. 3845 between the City and the Montebello Firefighters Association regarding contributing of sick leave hours into a 401(a) Retiree Health Savings Account plan; and,
- 3) Authorize the City Manager and/or his designee to approve necessary agreements with ICMA-RC to establish a 401(a) Retiree Health Savings Account plan.

Motion carried unanimously.

19. AUTHORIZATION TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENT FOR THE IMPLEMENTATION OF THE INNOVATION PLAN

Councilmember Hadjinian moved, seconded by Councilmember Jimenez the City Council:

- 1) Approve a Professional Service Agreement No. 3846 with the Gateway Cities Council of Governments (GCCOG) for the sole purpose of providing funding for the planning and implementation of the City's Innovation Plan; and
- 2) Authorize the executed Professional Service Agreement with GCCOG and take any necessary and related action thereto; and
- 3) Approve a sole-source, Professional Service Agreement with People Assisting The Homeless ("PATH") to provide specialty housing and homeless services in connection with the City's Innovation Plan in an amount not-to-exceed \$200,000 for a two-year (2-year) term (\$100,000 per year), with an option to extend for an additional two-year (2-year) term; and
- 4) Authorize the City Manager to execute the Professional Service Agreement No. 3847 with PATH and take any necessary, related action thereto; and
- 5) Amend the Fiscal Year (FY) 2020-21 budget by increasing appropriations by \$463,093 in Fund 265 (Grants, Account No. 265-85-851-6040.95, Other Professional Services and 265-99-4198.93, GCCOG Grant Revenue; and
- 6) Take such additional, related, action that may be desirable

20. AUTHORIZE THE FILING OF AN APPLICATION WITH SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) TO RECEIVE FUNDING FROM THE SUSTAINABLE COMMUNITIES PROGRAM GRANT

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize the filing of an application with the Southern California Association of Governments (SCAG) to receive funding from the Sustainable Communities Program Grant.
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

21. AWARD AN AGREEMENT TO MEDIA MANAGEMENT CONSULTANTS CORPORATION FOR THE MONTEBELLO BUS LINES ADVERTISING PROGRAM, RFP NO. 20-16

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

- 1) Award Agreement No. 3848 to Media Management Consultants Corporation for the Montebello Bus Lines (MBL) Advertising Program, RFP No. 20-16; and
- 2) Authorize the City Manager to carry out all necessary actions and execute a finalized contract on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

22. APPROVE AN ACCESS AND LICENSE AGREEMENT WITH THE WATER REPLENISHMENT DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF A GROUNDWATER MONITORING WELL IN GRANT REA PARK

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve an Access and License Agreement No. 3849 with the Water Replenishment District for the Construction and Maintenance of a Groundwater Monitoring Well in Grant Rea Park. Motion carried unanimously.

23. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 18, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Adopt Resolution No. 20-92 approving the Warrant Register dated November 18, 2020. Motion carried unanimously.

24. APPROVAL OF MINUTES – OCTOBER 14, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez to approve said minutes as written. Motion carried unanimously.

25. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

None.

COUNCIL ORALS

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

Councilmember Jimenez announced that she has started a running group where the runs begin at City Park. The first run was a successful one.

Mayor Pro Tem Cobos-Cawthorne wished everyone a Happy Thanksgiving and thanked all of those who voted in the November 3, 2020 Election.

Councilmember David Torres wished everyone a Happy Thanksgiving.

Councilmember Hadjinian thanked Director Sosnowski and staff for their efforts and success in organizing the recent Halloween events.

ADJOURNMENT

Mayor Melendez adjourned the meeting at the hour of 8:30 p.m.

APPROVAL OF MINUTES: The minutes of November 18, 2020 were approved as written on December 16, 2020.

Christopher Jimenez, City Clerk

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN AN EMERGENCY SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 12:35 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Cobos-Cawthorne, Torres, Hadjinian, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Mayor Melendez to excuse Councilmember Jimenez.

- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
- 4. PUBLIC ORAL COMMUNICATIONS**

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 12:35p.m. At the hour of 1:15 p.m., Mayor Melendez reconvened the meeting. City Attorney Alvarez-Glasman provided a report.

CLOSED SESSION

- 5. THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

Discussion took place with four members of the City Council present. No final action take. Nothing further to report.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 1:15 p.m.