

**CITY COUNCIL**  
**MEETING AGENDA**

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY  
CITY HALL COUNCIL CHAMBERS  
1600 WEST BEVERLY BOULEVARD  
MONTEBELLO, CALIFORNIA<sup>1</sup> <sup>1[2]</sup>  
WEDNESDAY, NOVEMBER 18, 2020

**5:30 P.M.**

**MONTEBELLO CITY COUNCIL**

SALVADOR MELENDEZ  
MAYOR

KIMBERLY A. COBOS-CAWTHORNE  
MAYOR PRO TEM

ANGIE M. JIMENEZ  
COUNCILMEMBER

DAVID N. TORRES  
COUNCILMEMBER

JACK HADJINIAN  
COUNCILMEMBER

**CITY CLERK**  
IRMA BARAJAS

**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 Melendez
2. **ROLL CALL:** City Clerk I. Barajas

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

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

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](http://www.cityofmontebello.com) and click on Live Stream. For those interested in making public comments, you may call on Wednesday November 18, 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](mailto:ccpubliccomment@cityofmontebello.com) where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, November 18, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

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

### **ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS**

#### **CLOSED SESSION – 5:30 P.M.**

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

#### **4. THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

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

#### **5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Government Code Section 54956.9(d)(2)

One potential matter

#### **6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Transports

Under Negotiation: Price and Terms

**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

**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

**REGULAR SESSION - 6:30 P.M.**

**7. INVOCATION**

**PLEDGE OF ALLEGIANCE**

**8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

**9. CORRECTIONS TO THE AGENDA – CITY MANAGER**

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

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

## **REGULAR BUSINESS**

### **13. APPROVE THE PURCHASE OF TWO MOBILE SOLAR CHARGING STATIONS FROM BEAM GLOBAL**

**RECOMMENDATION:** It is recommended 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 \$170,000 in Account No 245-99-6010.10, AQMD Fund, Machinery and Equipment; and,
- 4) Take such additional, related, action that may be desirable.

## **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**

**RECOMMENDATION:** It is recommended that the City Council:

- 1) Review, waive reading the ordinance in its entirety and adopt 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.

### **15. SECOND READING – ADOPTION OF ORDINANCE APPROVING CHANGES TO MUNICIPAL CODE AMENDMENT – ESTABLISHING REGULATIONS FOR USE AND PROTECTION OF CITY LOGOS**

**RECOMMENDATION:** It is recommended that the City Council:

- 1) Conduct second reading, unless waived, and adopt 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.

### **16. APPROVAL OF SECOND AMENDMENT TO AGREEMENT NO. 3756 – GOLF COURSE MANAGEMENT**

**RECOMMENDATION:** It is recommended 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.



**17. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE CUSTODIAL SERVICES**

**RECOMMENDATION:** It is recommended 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.

**18. SIDE LETTER AGREEMENTS BETWEEN THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION AND MONTEBELLO FIREFIGHTERS ASSOCIATION REGARDING 401(A) RETIREE HEALTH SAVINGS ACCOUNT PLAN**

**RECOMMENDATION:** It is recommended that the City Council:

- 1) Approve the Side Letter Agreement 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 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.

**19. AUTHORIZATION TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENT FOR THE IMPLEMENTATION OF THE INNOVATION PLAN**

**RECOMMENDATION:** It is recommended that the City Council:

- 1) Approve a Professional Service Agreement 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 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**

**RECOMMENDATION:** It is recommended 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.

**21. AWARD AN AGREEMENT TO MEDIA MANAGEMENT CONSULTANTS CORPORATION FOR THE MONTEBELLO BUS LINES ADVERTISING PROGRAM, RFP NO. 20-16**

**RECOMMENDATION:** It is recommended that the City Council:

- 1) Award an Agreement 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.

**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**

**RECOMMENDATION:** It is recommended that the City Council:

- 1) 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.

**23. 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 November 18, 2020.

**24. APPROVAL OF MINUTES – OCTOBER 14, 2020**

**RECOMMENDED ACTION:** Approve said minutes as written.

**25. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY**

**COUNCIL ORALS**

**26. 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 Members of the City Council

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

**BY:** David Sosnowski, Director of Recreation and Community Services

**SUBJECT:** **Approve the Purchase of Two Mobile Solar Charging Stations from BEAM Global**

**DATE:** November 18, 2020

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**RECOMMENDATION**

It is recommended that the City Council:

- (1) Approve the purchase of two mobile solar charging stations from BEAM Global (BEAM) and authorize the City Manager to process and execute all applicable agreements necessary to effectuate the purchase; and,
- (2) 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,
- (3) Take such additional, related, action that may be desirable.

**BACKGROUND/ANALYSIS**

At the October 14, 2020 City Council meeting, City Council approved the purchase of plug-in hybrid electric Ford Escape vehicles for the Police Department and Code Enforcement Division use, utilizing funding the City receives annually from the Air Quality Management District (AQMD) through their AB2766 program. Staff researched the most efficient way to charge City-owned electric vehicles and found a solar charging station offered and manufactured by BEAM. BEAM is the sole-source provider of their patented mobile solar powered electric vehicle charging station (EV ARC).

The EV ARC is designed to fit in a standard parking space and is capable of delivering enough clean, solar electricity to charge up to 225 miles each day without generating any utility bills. Each EV ARC charging station will have the ability to charge two vehicles simultaneously, for a total of 4 vehicles. Due to the onboard battery storage, it can charge electric vehicles day or night, during periods of cloudy weather and in the event of a power grid failure. The battery storage feature can also be used to provide backup power and/or allow for the operation of tools and equipment while

**Approve the Purchase of Two Mobile Solar Charging Stations from BEAM Global**

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simultaneously providing vehicle charging. The EV ARC is unique in the electric vehicle charging market as it requires no additional construction or installation costs, no permits and can be relocated as needed.

BEAM is currently in a Leveraged Procurement Agreement (LPA) with the State of California, Department of General Services contract #1-18-61-16, to supply EV ARC products. LPAs allow agencies to buy directly from suppliers through existing contracts and agreements. The LPA is available for use by government entities in California, including municipalities.

Staff is proposing to utilize AQMD AB 2766 funding to purchase the EV ARC charging stations. Since 1991, local governments have received AB 2766 funds to implement programs that reduce air pollution from motor vehicles. The AB 2766 Subvention Program provides a funding source for cities and counties to meet requirements of Federal and State Clean Air Acts and for implementation of motor vehicle reduction measures.

Staff is working with AQMD staff to determine the eligibility of this purchase utilizing AB2766 funds. Should this purchase be deemed ineligible, there is sufficient funding available from the Series 2009A excess bond proceeds. The location of the placement of the EV ARC units on City Hall property allows use of the excess bond proceeds since City Hall is in the original project area. Prior to finalizing the purchase with BEAM, staff will have a determination of which source of funding to utilize.

**FISCAL IMPACT**

The cost of the two EV ARC charging stations will not exceed \$160,000. Funding for the proposed purchase will be utilizing the City's AQMD Fund. City Council is being asked to 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. (Should AB2766 funding be deemed ineligible, then the \$160,000 budget amendment will be moved to Account No. 100-99-929-6010.10, Excess Bond Proceeds, Machinery and Equipment.)

**SUMMARY**

That the City Council approves the purchase of two mobile solar charging stations from BEAM Global (BEAM) and amend the FY 2020-21 budget as indicated in the Fiscal Impact statement above.

**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:** **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**

**DATE:** November 18, 2020

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**RECOMMENDATION**

It is recommended that the City Council:

- 1) Review, waive reading the ordinance in its entirety and adopt 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.

**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 attached 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.

**ANALYSIS**

The proposed changes are summarized as follows:

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF NOVEMBER 18, 2020  
**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**

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**Recreation & Community Services**

- Rename Commission as Parks and Recreation Commission
- Consolidate Golf Course and the Culture and Recreation Commission into the new Commission. Create a separate Golf Committee which will report recommendations to the Parks and Recreation Commission on to City staff.

**Youth Commission**

Change frequency of meeting to quarterly

**Civil Service Commission**

- Changing name to Personnel Advisory Commission
- Only advise the City Council on matters concerning termination of personnel

**Planning Commission**

Change member to five (5) members from seven (7)

**Traffic and Safety 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

**FISCAL IMPACTS**

The proposed Ordinance is anticipated to have significant expenditure reduction impacts to the City of Montebello in the form of staffing, legal and enforcement costs.

**SUMMARY:**

That the City Council adopt the proposed ordinance revisions in accordance with the changes proposed by the City staff and directed by the City Council. The proposed revisions will streamline the existing Commission and committee process and provide for more efficient government operations.

**ATTACHMENT:**

A. Ordinance



## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING OR DELETING CHAPTERS 2.30, 2.36, 2.40, 2.44, AND 2.46 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY COMMISSIONS**

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

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

**WHEREAS**, the current City Commissions consist of the Civil Service Commission, Culture and Recreation Commission; Golf Course Commission, Planning Commission, Traffic and Safety Commission, and the Youth and Education Commission;

**WHEREAS**, the City Council desires to amend the Montebello Municipal code to reflect the desired changes to the Commissions and Committee structure.

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

**SECTION 1. Incorporation of Recitals**

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

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

**2.30.010 - Advisory commissions established.**

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

- ~~1. Civil service~~ Personnel advisory commission;
- ~~2. Culture Parks~~ and Recreation commission;
- ~~3. Golf course~~ commission;
- ~~4~~3. Planning commission;
- ~~5~~4. Traffic and Safety committee;
- ~~6~~5. Youth and education commission.

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

C. Each city council member shall be entitled to appoint one commissioner from among qualified residents in accordance with this section. Any commissioner serving due the appointment by a member of the city council who is no longer serving in office shall continue to serve until a successor commissioner is appointed.

**2.30.070 - Members—Compensation.**

~~Except for members of the golf course commission, m~~Members of a commission shall be entitled to such compensation as determined by the city council by resolution. ~~Members of the golf course commission shall be compensated with free play at the Montebello golf course, providing that starting times are available.~~ Commissioners will only be compensated for meetings attended.

(Ord. 2322 § 1 (part), 2008)

**2.30.080 - Meetings—Frequency and place.**

A. ~~Except for the golf course commission, each of the commissions shall hold regular meetings, at least once per calendar month, at a day and time approved by resolution of the commission. The Youth commission shall meet quarterly. The golf course commission shall hold regular meetings at least once every two months.~~

B. Meetings shall be held at city hall located at 1600 W. Beverly Boulevard, Montebello, California or at another location allowed by law.

C. All meetings, including adjourned meetings and special meetings, shall be held in the manner provided for in the Ralph M. Brown Act, as set forth in California Government Code Section 54950 et seq., and as may be amended from time to time.

**2.30.120 - Duties—Culture Parks and recreation commission.**

The ~~culture parks~~ and recreation commission shall advise the city council on matters relating to parks, recreation, golf, human services and the fostering and stimulation of the general arts and cultural development of the city of Montebello. The ~~culture parks~~ and recreation commission shall perform the following duties:

A. ~~Advise~~ing the city council regarding activities oriented toward recreational activities that pertain to the standard leisure needs of people of all ages, and such programs and services that would provide special programs and resources basic to the life needs of residents.

B. The commission shall be afforded the opportunity to review all capital improvement projects relating to parks, recreation and human services, so as to provide input to the city council.

C. Make recommendations to the city council regarding various arts and cultural programs. Such programs shall include topics relating to fine arts and applied arts; music, drama, dance, city history, civic beautification, cultural heritage and literature. As part of this duty, the commission may: (1) conduct studies and prepare reports for the city council regarding programs designed to further arts and culture for citizens residing within the community; (2) initiate and formulate plans of worthwhile arts and cultural programs or projects; (3) coordinate and partner with various arts and cultural groups to develop programs, projects or activities within the community; and (4) publicize and disseminate information regarding forthcoming arts and cultural programs, projects, activities or events.

D. Advise the city council and the Recreation & Community Services Department on matters relating to the use, maintenance, improvement, promotion and operations of the municipal golf course, as well as to agreements involving or relating to the municipal golf course, and promote the marketing and use of the golf course as a recreation facility and income source for the city of Montebello. Two (2) members of the Parks and Recreation Commission shall be selected to serve on a separate Golf Sub-Committee.

E. From time to time, other duties may be directed by the city council.

**2.30.130 - Duties—~~Civil service~~ Personnel advisory commission.**

The powers and duties of the ~~civil service~~ Personnel advisory commission shall be:

~~A. Pursuant to the rules set forth in Chapter 2.60 herein, to hear appeals submitted by any person in the classified service relative to any disciplinary action, dismissal, demotion or alleged violation of Chapter 2.60 or the civil service rules, and to certify its finding and recommendations. B. In any investigation or hearing conducted by the commission, it shall have the power to examine witnesses under oath and compel their attendance or production of evidence by subpoenas issued in the name of the city and attested by the city clerk. It shall be the duty of the police chief to cause all such subpoenas to be served, and refusal of a person to attend or to testify in answer to such subpoena shall subject the person to prosecution in the same manner as set forth by law for failure to appear before the city council in response to a subpoena issued by the city council. Each member of the commission shall have the power to administer oaths to witnesses. The commission shall afford every witness the opportunity to be heard. C. To publish or post notices of tests for positions in the classified service; to receive application therefore; to conduct and grade tests (this duty and function may be contracted as provided in Section 2.60.280 of this title); to certify to the appointing authority a list of all persons eligible for appointment in the appropriate position in the classified service. The commission shall cause the duties imposed upon it by this subsection to be performed by the personnel office for the commission. In the performance of such duties so delegated by the provisions of this subsection, the personnel officer shall be subject to the direction and control of the civil service commission. D. When required by the city council, the commission shall hold hearings and make recommendations on any matter of personnel administration, within the limits of such request. E. To advise the city council on all matters and problems concerning personnel administration. F. From time to time other duties may be directed by the city council.~~

~~(Ord. 2322 § 1 (part), 2008)~~

- A. To advise the city council on all matters concerning termination of personnel.
- B. Any proceeding before this commission shall be a de novo hearing.
- C. The employee may appear through an attorney or other qualified person at the level of commission appeal.

**2.30.140 – Duties—~~Golf course~~ commission.**

~~The duties of the golf course commission shall be as follows:~~

~~A. To advise the city council and the municipal services department on matters relating to the use, maintenance, improvement, promotion and operations of the municipal golf course, as well as to agreements involving or relating to the municipal golf course.~~

~~B. To promote the marketing and use of the golf course as a recreation facility and income source for the city of Montebello.~~

~~C. From time to time other duties may be directed by the city council. (Ord. 2322 § 1 (part), 2008)~~

**2.30.160 – [DELETED. REFER TO MMC CHAPTER 2.44]**

**SECTION 3.** Chapter 2.36 of the Montebello Municipal Code is hereby amended as follows:

## **Chapter 2.36 - PARKS AND RECREATION COMMISSION**

### **2.36.010 - Created—Members—Term.**

There is created a parks and recreation commission, of, and for, the city, which shall be composed of ~~seven~~ five members. ~~All members of the commission shall be appointed by the city council.~~ Each city council member shall be entitled to appoint one commissioner from among qualified residents in accordance with this section. 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. 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. Any commissioner serving due the appointment by a member of the city council who is no longer serving in office shall continue to serve until a successor commissioner is appointed.

### **2.36.030 - Powers and duties.**

The parks and recreation commission shall be, for all purposes, an advisory commission to the city council for matters relating to parks and recreation. This includes activities oriented toward standard education, employment, recreation, and those activities that pertain to the standard leisure needs of people under fifty years of age. It shall also advise the city council on all matters relating to the use, maintenance, improvement, promotion, operations and agreements involving the municipal golf course, and for agreements relating to the municipal golf course.

**SECTION 4.** Chapter 2.40 of the Montebello Municipal Code is hereby amended as follows:

### **2.40.020 - Member—Term—Appointment— Removal.**

The planning commission of this city shall consist of ~~seven~~ five members. Each commissioner shall be appointed for a term not to exceed four years; provided that the city council shall stagger terms of office; or portions of terms of office at such times as it shall deem necessary, so as to provide for continuity in the membership of the commission. Each city council member shall be entitled to appoint one commissioner from among qualified residents in accordance with this section. ~~Before taking office, each commissioner shall be confirmed by a majority vote of the city council.~~ ~~All members of the commission shall be appointed by the city council.~~ 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. Any commissioner serving due the appointment by a member of the city council who is no longer serving in office shall continue to serve until a successor commissioner is appointed.

**SECTION 5.** Chapter 2.44 of the Montebello Municipal Code is hereby amended as follows:

## **Chapter 2.44 – TRAFFIC COMMITTEE AND SAFETY COMMISSION\***

### **2.44.010 - Created.**

There is created a traffic ~~and safety commission~~ committee 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.~~

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.

\  
**SECTION 6.** Chapter 2.44 of the Montebello Municipal Code is hereby amended as follows:

**~~Chapter 2.46 – GOLF COURSE COMMISSION~~**

**~~2.46.010 – Created – Members – Term.~~**

~~The golf course commission of this city shall consist of seven members, each of which shall be appointed by the city council. 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.~~

~~(Ord. 2201 § 1, 1999; Ord. 2158 § 5, 1997; Ord. 2130 § 1 (part), 1995)~~

**~~2.46.020 – Members – Term.~~**

~~Each commissioner shall be appointed for a term not to exceed four years; provided that the city council shall stagger terms of office; or portions of terms of office at such times as it shall deem necessary, so as to provide for continuity in the membership of the commission.~~

~~(Ord. 2158 § 6, 1997; Ord. 2130 § 1 (part), 1995)~~

**~~2.46.030 – Powers and duties.~~**

~~The golf course commission shall be, for all purposes, an advisory commission to the city council and the department of parks and recreation for matters relating to the use, maintenance, improvement, promotion, operations and agreements involving the municipal golf course, and for agreements relating to the municipal golf course.~~

~~(Ord. 2130 § 1 (part), 1995)~~

**~~2.46.040 – Meetings – Frequency – Place.~~**

~~The commission shall hold regular meetings at least once every three months at the city hall at 1600 W. Beverly Boulevard, Montebello, California, or at another location designated by resolution of the commission. Special meetings may be called as needed.~~

~~(Ord. 2130 § 1 (part), 1995)~~

**~~2.46.050 – Meetings – Absence from.~~**

~~A.If a member of the commission shall be absent from three consecutive 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 vacancy.B.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. 2130 § 1 (part), 1995)~~

**~~2.46.060 – Quorum – Officers.~~**

~~A majority of the commission shall constitute a quorum for the purposes of transacting business. The commission shall annually select one of its members to act~~

~~as chairperson and one of its members to act as vice chairperson. The terms of office of both the chairperson and vice chairperson shall be for a period of one year.~~

~~(Ord. 2130 § 1 (part), 1995)~~

**~~2.46.070 – Records.~~**

~~The secretary of the commission shall keep a record of all the proceedings, resolutions, findings, determinations and transactions of the commission, which record shall be a public record, and a copy of which record shall be filed with the city clerk.~~

~~(Ord. 2130 § 1 (part), 1995)~~

**~~2.46.080 – Advisory capacity.~~**

~~Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council or the department of parks and recreation, or as a delegation to the commission of any of the authority or discretionary powers vested and imposed by law in the city council or the department of parks and recreation. The city council declares that the public interest, convenience, welfare and necessity require the appointment of a golf commission, to act in a purely advisory capacity to the city, for the purposes enumerated in this chapter.~~

**SECTION 7.** Chapter 2.476 of the Montebello Municipal Code is hereby amended as follows:

**2.76.040 - Meetings—Frequency—Place.**

That the commission shall hold regular meetings, at least once per month ~~quarter~~, at the city hall at 1600 W. Beverly Boulevard, Montebello, California, and may hold such additional meetings at the place as it may deem necessary or expedient. Each commissioner shall attend other commission meetings and city council meetings on rotation basis as a method of gaining valuable insight to the functions of the government process.

**SECTION 8.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

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

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

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_th day of \_\_\_\_\_, 2020.

**ATTEST:**

**CITY OF MONTEBELLO**

\_\_\_\_\_  
Irma Barajas, Clerk

\_\_\_\_\_  
Salvador Melendez, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was introduced on \_\_\_\_\_, 2020, and duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the \_\_\_\_\_ day of October, 2020, as approved by law by the following vote:

AYES:  
NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
IRMA BARAJAS, City Clerk

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Arlene Salazar, Assistant City Manager

**BY:** Arnold M. Alvarez-Glasman, City Attorney  
Christy M. Garcia, Deputy City Attorney  
Gloria V. Ramirez, Deputy City Attorney

**SUBJECT:** **Second Reading – Adoption of Ordinance approving changes to Municipal Code Amendment – establishing regulations for use and protection of City Logos**

**DATE:** November 18, 2020

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**RECOMMENDATION**

It is recommended that the City Council:

1. Conduct second reading, waive reading, and adopt 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.

**DISCUSSION**

On October 28, 2020, the first introduction of the Ordinance amending Chapter 1.16 “City Seal” was presented to the City Council. The City seal, logo, badges, and other identifiable markings represent the City of Montebello exclusively. It is important to protect the City’s identity illustrated through these unique graphic images. The City’s various identifiable marks, seal, logo, badges and other identifiable graphics are not protected sufficiently enough under the City’s current Municipal Code (“Code”). For example, the Code does not expressly provide for the protection and unauthorized use of the City’s letterhead, and Montebello Fire Department’s, Montebello Police Department’s or Montebello Bus Line’s logos, badges and other identifiable insignia. Accordingly, staff prepared a legally binding ordinance to protect the City’s seal, logo, badges, and other identifiable markings from unauthorized use.

The attached draft Ordinance would establish regulations for use of graphic images limited utilization by City, its employees, and officials for official City business within the scope of official City duties. No other persons may use, adopt, alter, or reproduce the official City seal, logo, badges and identifiable markings without the express written authorization of the City Clerk or designee.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF NOVEMBER 18, 2020  
**SECOND READING – ADOPTION OF ORDINANCE APPROVING CHANGES TO  
MUNICIPAL CODE AMENDMENT – ESTABLISHING REGULATIONS FOR USE AND  
PROTECTION OF CITY LOGOS**

Page 2 of 2

A violation of any provision of this Ordinance or failure to comply with any mandatory requirements may be enforced through, criminal, civil, administrative, injunctive, or other relief available by law.

**FISCAL IMPACT**

The Amendment to the Ordinance has no fiscal impact.

**ENVIRONMENTAL**

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

**SUMMARY**

City staff recommends that the City Council adopt the Ordinance Pertaining to Use of the City's Logos, Seals, Badges and Other Identifiable Markings

**ATTACHMENTS**

- A. Draft Ordinance- Pertaining to Use of the City's Logos, Seals, Badges and Other Identifiable Markings

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING CHAPTER 1.16 TO TITLE 1, GENERAL PROVISIONS OF THE MONTEBELLO MUNICIPAL CODE PERTAINING TO USE OF THE CITY’S LOGOS, SEALS, BADGES AND OTHER IDENTIFIABLE MARKINGS

**WHEREAS**, the City of Montebello (“City”) was incorporated on October 16, 1920, and regulations identifying the proper use and permissions for the City seal, graphical City seal, City Logo, badges, and other identifiable markings outlined in Chapter 1.16 “CITY SEAL” of the Montebello Municipal Code (“MMC”) require revisions to provide greater protection and appropriate notice; and

**WHEREAS**, in order to ensure that the City seal, graphical City seal, City Logo, badges, and other identifiable markings are utilized for appropriate circumstances only, an amendment to Chapter 1.16 of the MMC is warranted.

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

**Section 1:** Chapter 1.16 is hereby amended to read as follows (deletions in ~~Double Strikethrough~~ and additions in Underline):

Chapter 1.16 – ~~CITY SEAL~~. USE OF CITY LOGOS, SEALS, BADGES, AND OTHER IDENTIFIABLE MARKINGS

1.16.010 – ~~Adoption~~. City Logo and City Seal adopted and added.

The city shall have, and does adopt, an official seal which is described as follows:

A die of two and one-fourth inches (2 ¼”) in diameter, having an outer circle, the inside of which shall be one-fourth inch (¼”) wide, the said circle having an outside rope border one-sixteenth of an inch ( 1/16 ") in width. On the surface of the die at the top thereof within the outer circle there shall be engraved the words "CITY OF MONTEBELLO," and on the surface of the die at the bottom thereof within said outer circle shall be engraved the words "CALIFORNIA." In the middle of said circle on each side of said word "CALIFORNIA," equidistant from the words "CITY" and "MONTEBELLO" respectively, there shall be engraved a five (5) point star. Across the center of said die there shall be engraved the words "INCORPORATED OCTOBER 16, 1920." The inside of the seal shall have two (2) engraved semicircles with plain borders, the circular sides of which shall be the inner line of said circle and the flat sides of which shall face the center containing the said words "INCORPORATED OCTOBER 16, 1920." On the surface of the upper semicircle of said die there shall be engraved three (3) oil derricks and an oil tank on top of a Cocas Plumosus palm tree with hills in the distance. On the surface of the lower semicircle of said die there shall be engraved a group of five (5) whole and two (2) parts of orange trees and the base of the Cocas Plumosus palm tree, which base shall merge on each side thereof with the lower border of the lower semicircle of said die. The outside rope border of said outer circle shall be the outside border of said seal. Said seal die shall be made of

steel and brass counter, the female to be cut in steel and the male to be driven into the female.

The following official digital copy of the City’s seal and graphical seal shall be on file with the City Clerk’s Office:



In addition, the following graphical symbols or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official logo, logotype, letterhead graphic, and graphical City seal of the City of Montebello.



*City of Montebello*



City of  
**MONTEBELLO**  
CALIFORNIA

**CITY OF**  
**montebello**

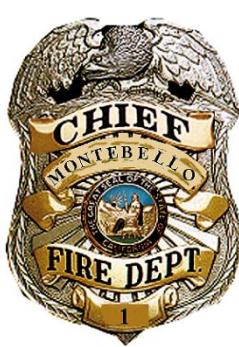




1.16.020 – ~~Use of seal.~~ Fire Department Logo and Badges

~~The impression of the seal shall be made and used upon all official documents executed by the city and its duly authorized officials.~~

The following badges, symbols, or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official Logo and/or Badges of the Fire Department of the City of Montebello.



**EXCELLENCE WITH  
COMPASSION** | **COURAGE  
COMMUNITY  
COMMITMENT**

1.16.030 – ~~Custodian.~~ Police Department Logo and Badges

~~The clerk shall be the custodian of the seal.~~

The following badges, symbols, or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official Logo and/or Badges of the Police Department of the City of Montebello.





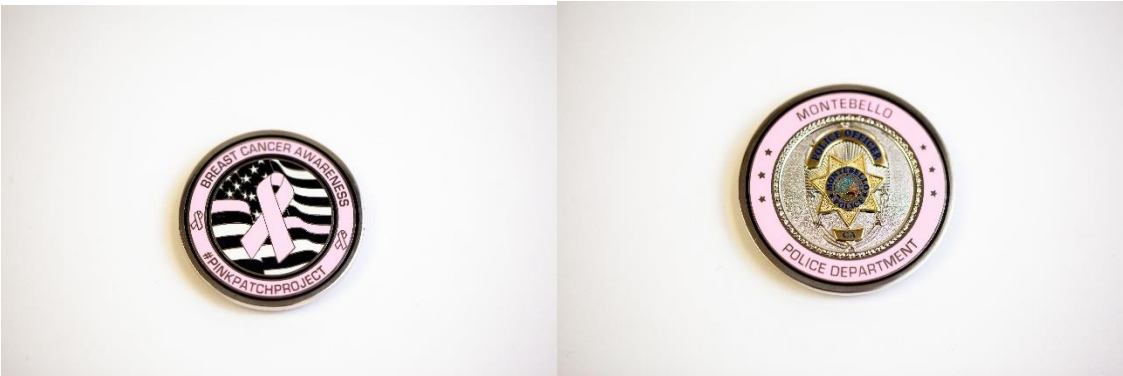








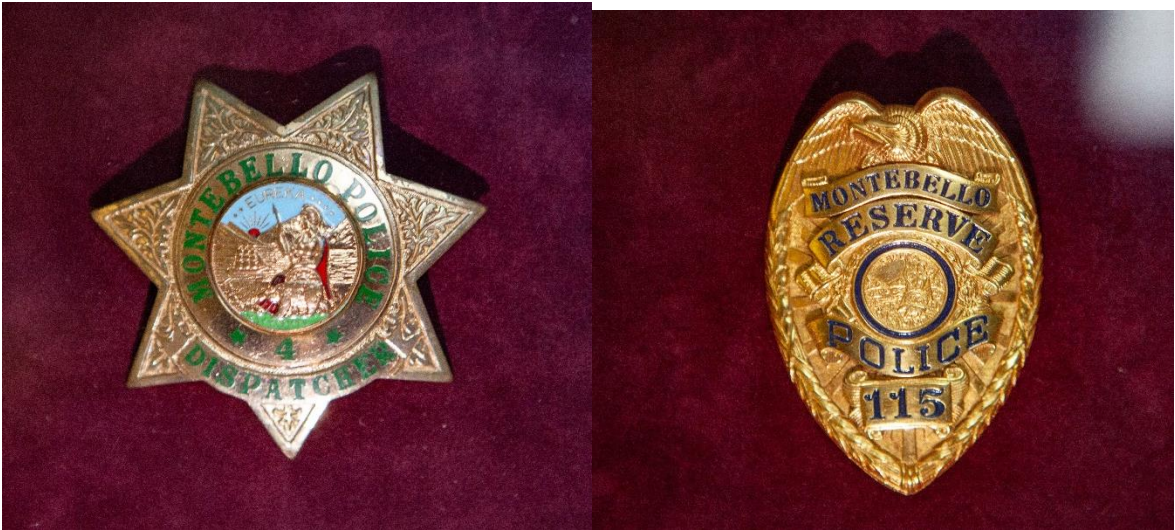
















1.16.040 – Montebello Bus Lines Logo and Lettering

The following logos, symbols, or any variety of the following graphical symbols with the inscription thereupon constitutes and is adopted as the official Logo and/or Lettering of the Montebello Bus Lines.



1.16.050 – Use of City seal, logo and/or Badges

- (a) The City Clerk has charge of the City seal, graphical City seal, City logo, and/or Badges and will affix the City seal to all certificates and documents as may be required by law, by this Code, or by ordinance of the City.
- (b) All other uses of the City seal, graphical City seal, City logo, and/or Badges are restricted to official City business and such other appropriate uses that further the operations of the City as may be authorized in writing by the City Clerk, or as otherwise specifically permitted in this Code.
- (c) No person or business shall make or use the City seal, graphical City seal, City logo, and/or Badges, or any cut, facsimile, or reproduction of any of them including but not limited to, digital, print, media, applications (“apps”) or advertising in color or black/white, or make or use any seal, logo, badge or any design which is an imitation, in the design of, or which may be mistaken for the City seal, graphical City seal, City logo, and/or Badges without first obtaining written authorization from the City Clerk.
- (d) No person or business shall make or use the City seal, graphical City seal, City logo, and/or Badges in connection, relation or in association with the following (non-exhaustive list): youth groups, sport groups, fraternities, political groups, sororities, non-profit organizations, for-profit organizations for uniforms, identification cards, business cards, stickers, posters, magnets, websites, social media websites, and/or any other advertisement, promotional, fundraising or marketing purpose.
- (e) No person or business, for-profit agency, organization and/or association shall generate marketing materials, including but not limited to, t-shirts, polo shirts, jackets, and other promotional merchandise which depicts the City seal, graphical City seal, City logo, and/or Badges without first obtaining the City Clerk’s written authorization.
- (f) The City reserves the right to request that use of the City seal, graphical City seal, City logo, and/or Badges or images which may be reasonably construed to depict the likeness of the City’s seal, graphical City seal, City logo, and/or Badges be removed from any unauthorized use as outlined in this section.
- (g) City officers, City employees, members of the City Council, and members of City boards and commissions may use stationery, printed materials and other articles with the City seal, graphical City seal, City logo, and/or Badges while acting within the scope of their office or employment.
- (h) No person, including any elected or appointed officer of the City, shall use the City seal, graphical City seal, City logo, and/or Badges in any correspondence, printed materials, or individual/personal social media websites used, distributed, or in connection with any personal views and opinions in favor or against any ballot measure or in favor or against any candidate for public office. Any use of the City seal, graphical City seal, City logo, and/or Badges shall be deemed unauthorized without expressed, written permission of the City Clerk.



- (i) No business or person, including any elected or appointed officer of the City, shall use the City seal, graphical City seal, City logo, and/or Badges on non-City official vehicles without expressed, written permission of the City Clerk.
- (j) The City seal, graphical City seal, City logo, and/or Badges may be utilized by outside entities or agencies for events co-hosted or supported by the City, for a limited time, using a form approved by the City Council. All such requests must be submitted to the City Clerk, who has the sole discretion to approve or deny such requests, and to promulgate the manner, timing, and format of such requests. When considering such requests, the City Clerk or designee will consider the ultimate benefit to the City of such use, the effects of association by the City with the event or occurrence, the City's traditional sponsorship activities, and other criteria which shall be neutrally applied to all requestors. The decision of the City Clerk or designee regarding use of the City seal, graphical City seal, City logo, and/or Badges may be appealed to the City Council by submitting a written protest to the City Clerk's Office within fourteen (14) days of the City Clerk's decision.
- (k) From time to time, an elected or appointed official of the City may wish to incorporate the City seal, graphical City seal, City logo, and/or Badges into a pin, insignia, or other article for use in ceremonial occasions or for other civic purposes but not for sale, personal or commercial purposes. Each such proposed design must be submitted to the City Clerk for approval, and the production of such items, after approval shall be at the sole expense of the elected or appointed official. The decision of the City Clerk may be appealed within fourteen (14) days by a City Council Member only. Ownership of the design shall be retained by the City.

1.16.060 - Violation

- (a) The official City logo, seal, badges, and other identifiable markings are for the exclusive use by the City, their officials and employees, and designated organizations, in the course and scope of their official duties. No other persons may use, adopt, alter, or reproduce the official City logo or City Seal, Fire Department badges and logos, Police Department badges and logos without the express written authorization of the City Clerk or designee.

A violation of any provision of this Chapter or failure to comply with any mandatory requirements of this Chapter is subject to prosecution in accordance with Title 1, commencing with Chapter 1.12 of the Montebello Municipal Code and may be enforced through, criminal, civil, administrative, injunctive, or other relief available by law.

**Section 2:** Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

**Section 3:** This Ordinance shall take effect thirty (30) days after its adoption.

**Section 4:** The City Clerk of the City Montebello shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this 18 day of November 2020, by the following called vote:

\_\_\_\_\_  
Salvador Melendez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Barajas, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was introduced on November 18, 2020, and duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 18 day of November, 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
IRMA BARAJAS, City Clerk

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

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

**BY:** David Sosnowski, Director of Recreation & Community Services

**SUBJECT:** **Approval of Second Amendment to Agreement No. 3756 – Golf Course Management**

**DATE:** November 18, 2020

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**RECOMMENDATION**

It is recommended 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.

**BACKGROUND / ANALYSIS**

On February 26, 2020, the City Council of the City of Montebello ("City Council") awarded a contract to S&S LaBarge Golf, Inc. ("Contractor" or "S&S LaBarge") for Golf Course Management and Golf Course Professional Services at the Montebello Golf Course (Agreement No. 3756). The contract was for an initial length of four (4) months, with an option to extend for two (2) additional six-month (6-month) terms.

Since March of 2020, S&S LaBarge has provided quality management services for the Montebello Golf Course. S&S LaBarge has demonstrated the desired technical ability and golf course management knowledge and experience to continue providing temporary services.

On August 12, 2020, the City Council approved the First Amendment to Agreement No. 3756 with S&S LaBarge which exercised the first option for a contract extension. In order to continue high quality and professional golf services at the Montebello Golf Course, staff is recommending to extend the contract for a second six-month (6-month) term through June 30, 2021.

**Approval to Second Amendment to Agreement No. 3756 – Golf Course Management**

Page 2 of 2

The originally approved contract was for a not-to-exceed amount of \$90,000. Based on previous invoices and approved reimbursements, staff is recommending a not-to-exceed amount of \$165,000 for the additional six-month (6-month) term. The cost covers necessary expenses to operate the Golf Course, including the additional expenses of staffing the driving range and cart room.

**FISCAL IMPACT**

All expenses incurred by utilizing S&S LaBarge for Golf Course management are recorded in the Golf Course Enterprise Fund (Fund 610). These expenses are estimated not-to-exceed \$165,000 for the additional six-month (6-month) contract term. Staff plans to cover these expenses within the adopted Fiscal Year 2020-21 Golf Course Operations Budget and will not be requesting additional appropriations to the Golf Course Enterprise Fund at this time.

**SUMMARY**

The City Council will consider approval of the Second Amendment to Agreement No. 3756 with S&S LaBarge Golf, Inc., for Golf Course Management and Golf Course Professional Services for the Montebello Golf Course.

**ATTACHMENTS**

- A. Proposed Second Amendment to Agreement No. 3756

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(AGREEMENT NO. 3756)  
BY AND BETWEEN THE CITY OF MONTEBELLO  
AND  
S&S LABARGE GOLF, INC.**

This Second Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and S&S LABARGE GOLF, INC, ("Second Amendment") is entered into this 18<sup>th</sup> day of November 2020 ("Effective Date"), by and between S&S Labarge Golf, Inc., ("Contractor") and the City of Montebello ("City"), with reference to the following facts:

**WHEREAS**, Contractor and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain agreement (Agreement No. 3756) for Golf Course Management of the Montebello Golf Course by and between the City of Montebello and S&S Labarge Golf Inc., dated February 26, 2020 (the "Agreement"), pursuant to which City retained Contractor to provide Golf Course Management of the Montebello Golf Course, as further described in the Agreement;

**WHEREAS**, pursuant to Section 4 "Term," subsection (b) "Options" of the Agreement, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to extend the term of the Agreement for an additional six (6) months to end on June 30, 2021, thereby also find it necessary to increase the originally approved annual not-to-exceed amount under the Agreement to the total expressed in Section 2 of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

**SECTION 1. Recitals.** The above recitals are true and correct and are hereby incorporated herein as part of this Second Amendment.

**SECTION 2. Compensation.** Contractor shall receive compensation for the second, sixth-month term effectuated by this Second Amendment to expire on June 30, 2021, for the rendered services as set forth in Exhibit "C" – "Compensation Schedule" of the original Agreement in an amount not-to-exceed \$165,000.



**SECTION 3. Remainder of Agreement Effective.** Except as expressly amended in Section 2 of this Second Amendment, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety. If there is any conflict between Section 2 of this Second Amendment and the Agreement, then the terms of Section 2 of this Second Amendment shall control to the extent of such conflict.

**IN WITNESS WHEREOF**, the Parties execute this Second Amendment to take effect as of the Effective Date identified above.

**CITY OF MONTEBELLO**

**S&S LABARGE GOLF, INC.**

\_\_\_\_\_  
René Bobadilla, P.E.  
City Manager

\_\_\_\_\_  
Steve LaBarge  
President

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Irma Barajas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

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

**BY:** David Sosnowski, Director of Recreation and Community Services

**SUBJECT:** **Authorization to Issue Request for Proposals (RFP) for Citywide Custodial Services**

**DATE:** November 18, 2020

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**RECOMMENDATION**

It is recommended 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.

**BACKGROUND**

The City of Montebello ("City") is seeking a contractor to provide citywide custodial services. This includes furnishing all labor, tools, materials, equipment and transportation to perform custodial services at public buildings under the jurisdiction of the City. The work described in the proposed RFP will be performed as a continuous and constant program throughout the term of the agreement.

On August 15, 2017, the City issued RFP No. 18-12 for Citywide Custodial Services and received three (3) proposals in response. On October 11, 2017, the City Council of the City of Montebello ("City Council") awarded a three-year contract to Lincoln Training Center with the option of up to two additional one-year extensions. Since RFP No. 18-12 was issued three years ago, the scope of services has expanded along with the City's custodial needs. Therefore, staff is recommending the issuance of a new RFP to include the expansion of services, as well as all necessary areas and locations. The contract currently expires on November 13, 2020 and staff plans to continue the contract on a month-to-month basis until the RFP process has been completed.

**FISCAL IMPACT**

Funding for the proposed agreement will be split between the General Fund and Transit Fund. The current agreement is for \$282,333. After the RFP review process is completed and a new agreement is awarded, staff will evaluate custodial maintenance budgets in the adopted Fiscal Year 2020-21 budget and determine if additional funding is necessary. Staff will recommend budget amendments if needed as part of the contract award process.

**SUMMARY**

That the City Council authorize staff to issue a Request for Proposals (RFP) for Citywide Custodial Services and take such additional, related, action that may be desirable.

**ATTACHMENT(S):**

A: Draft RFP for Citywide Custodial Services



# **CITY OF MONTEBELLO**

## **Request for Proposals**

RFP No. 21-20

### **CITYWIDE CUSTODIAL SERVICES**

Release Date: November 23, 2020

Due Date: January 6, 2020 @ 3:00 p.m.

Proposal Opening: January 6, 2020 @ 4:00 p.m.

## **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 Landscape Maintenance agreement based on the specifications outlined in this RFP.

### **THE DATE OF SOLICITATION:**

November 23, 2020

### **THE PROJECT:**

Project Name: Citywide Custodial Services  
Location: Various

### **THE OWNER:**

Name: City of Montebello  
Address: 1600 W. Beverly Blvd.,  
Montebello, CA 90640  
Contact: David Sosnowski, Director of Recreation & Community Services  
Contact Phone: (323) 887-4540  
Contact E-Mail: [dsosnowski@cityofmontebello.com](mailto:dsosnowski@cityofmontebello.com)

### **PROPOSAL CONTACTS**

Any questions concerning this RFP and all correspondence must be submitted via e-mail to the following contact:

Name: Laurie Aguilar, Management Analyst  
Address: 1600 W. Beverly Blvd.,  
Montebello, CA 90640  
Contact: Laurie Aguilar, Management Analyst  
Contact Phone: (323) 887-1200 Ext. 374  
Contact E-Mail: [laguilar@cityofmontebello.com](mailto:laguilar@cityofmontebello.com)



# FOR CITYWIDE LANDSCAPE MAINTENANCE

RFP No. 21-20

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NOTICE INVITING PROPOSALS  
FOR CITYWIDE CUSTODIAL SERVICES

RFP NO. 21-20

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as "AGENCY," invites sealed Proposals for the above stated project and will receive such Proposals in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 3:00 p.m. on Wednesday, January 6, 2020.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A **mandatory pre-proposal meeting** will be held at Acuña Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, December 2, 2020.** A brief tour of some of the job sites will be available to interested parties.

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

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and Subcontractors are notified that they shall comply with all applicable state laws, Montebello Municipal Code, will be required to possess business licenses from the City, and other requirements as set forth in the contract requirements.

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of proposals, shall be covered in the proposals, and shall be made part of the final contract.

The solicitation of Proposals has been developed in the Request for Proposal (RFP) format. Accordingly, bidders should take note that multiple factors as defined in the RFP will be considered by the City to determine which Proposal best meets the requirements set forth in the RFP documents. Price will be considered as part of the evaluation, but other factors under consideration include, but are not limited to, proposed methodology, quality control program, experience of staff, experience of management team, quality of equipment, tools and uniforms. The City reserves the right to negotiate the terms of any resulting contract. Final contract award, if any, will be made by the Montebello City Council.

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

Questions should be directed to Laurie Aguilar, Management Analyst at [laguilar@cityofmontebello.com](mailto:laguilar@cityofmontebello.com).

**THE DATE OF SOLICITATION:**

Monday, November 23, 3030

**PRE-PROPOSAL MEETING:**

Wednesday, December 9, 2020 @ 11:00 a.m. –  
Acuña Park, 1700 W Victoria Ave.,  
Montebello, CA 90640

**SUBMITTAL DUE DATE:**

Wednesday, January 6, 2020 @ 3:00 p.m.

**BID OPENING:**

Wednesday, January 6, 2020 @ 4:00 p.m. at City  
Hall

DRAFT

## **GENERAL INFORMATION**

### **PRE-PROPOSAL MEETING**

A **mandatory pre-proposal meeting** will be held at Acuña Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, December 9, 2020.** An optional walk through will be conducted and any questions or comments will be addressed at that time. All interested bidders are invited; attendance for the meeting is mandatory for the proposal submittal purposes, but the walkthrough will provide bidders an opportunity to ask questions and visit project sites (the walkthrough or tour of sites is not mandatory). All questions or clarifications shall be submitted via email to Laurie Aguilar at [Laguilar@cityofmontebello.com](mailto:Laguilar@cityofmontebello.com) or via the planet bids vendor portal no later than 5:00 p.m. on Monday, December 14, 2020. The City will respond to all written questions by issuing a written addenda, if needed, no later than 5:00 p.m. on Monday, December 21, 2020.

### **PROPOSAL SUBMITTAL**

The City will select, as to the Request for Proposals, the lowest and best 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.

### **EVALUATION OF PROPOSALS**

The Evaluation of proposals will be based on the criteria specified in the scoring criteria section of this RFP. It will be recommended that a contract be negotiated with the proposer judged to be the most outstanding in meeting the overall objectives of the RFP while providing the best value to the City.

### **SCORING CRITERIA**

Evaluation of the proposals will be based on scoring of the criteria below:

- a. Firm qualifications and past performance – experience in performing work of a similar nature with public agencies.
- b. Staff qualification of key personnel – qualifications and commitment of key personnel
- c. Technical approach/work plan – Depth of understanding and responsiveness to project objective and scope of work.
- d. Price proposal

## **EVALUATION COMMITTEE**

The City reserves the sole right to evaluate and select the successful proposer. The Evaluation Committee will evaluate all proposals in accordance with the scoring criteria. Additional sub-criteria beyond those listed may be considered by the Evaluation Committee in applying the major criteria to the proposals.

## **SCOPE OF WORK**

Contractor shall provide a work force of company bonded skilled custodians, materials, tools, equipment and transportation to perform janitorial services at public buildings under the jurisdiction of the City of Montebello's Recreation and Community Services Department. The Contractor shall be responsible for supplying all supplies and equipment, which are required in connection with the services to be performed under contract. All materials are subject to the approval of the City's Director of Recreation and Community Services or their designated representative(s).

## **TERM OF CONTRACT**

This contract shall be for a period of three (3) years beginning, January 1, 2021, subject to renewal by two (2) additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the Director of Recreation & Community Services for contract extension. The total term of the contract shall not exceed five (5) years. The City reserves the right to award the contract in a term that best serves its needs. The proposed prices shall be valid for the initial three (3) year life of the contract. A "sample" Agreement is attached to this RFP.

## **ADDITIONS/DELETIONS**

The City reserves the right to add or delete buildings/facilities at any time during the life of the contract or resulting extensions, with ten (10) days' written notice to the contractor. Additions shall be added at the contract rate per square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the contractor. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

## **COMPENSATION**

After one (1) year of satisfactory service, the Contractor may submit to the Director of Recreation and Community Services no later than the first day of March of each year, requests for adjustments in the compensation rates.

During the term of the Agreement, rate adjustments may be authorized as follows:

On July of each year, the contract price may be adjusted upward or downward according to the amount of the percentage change to the nearest 1/10<sup>th</sup> of a percent in the Consumer's Price Index of the Bureau of Labor Statistics, U.S. Department of Labor, Los Angeles – Long Beach metropolitan area of the most recently reported adjustment. Said adjustments shall become effective on the first day of July following receipt of the request and approval by the City Manager.

## **GENERAL SPECIFICATIONS**

### **INSPECTOR**

The Public Works Director or Recreation & Community Services Director or authorized designee(s) will be the Inspector. This person(s) will be in charge of inspection and administration of this contract.

### **MATERIALS (as applicable)**

- 1.1 The Contractor shall furnish all the necessary materials and supplies required to complete the work as specified herein.
- 1.2 Within ten (10) working days of the "Notice to Proceed" the Contractor shall provide a schedule of services as well as a full and complete list of materials and supplies as specified or to be provided.
- 1.3 All materials and supplies shall be new, high quality, free of defects, and designed for the intended use and shall be subject to the Inspector's approval.
- 1.4 The Contractor shall supply the City at each monthly billing cycle with all delivery tickets/receipts for materials utilized within the billing time frame (as applicable).

### **EXECUTION OF CONTRACT**

The Agreement (sample attached) shall be signed by the successful proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City's option for annulment of the contract award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute contract, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.



### **CONTROL OF WORK:**

The Inspector shall decide any and all questions which may arise as to the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The Director of Public Works or Recreation & Community Services shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

### **DEFICIENT PERFORMANCE:**

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to maintain the landscape areas according to the established schedule or level of care. Therefore, it is hereby established that two hundred fifty dollars (\$250.00) or the accepted bid amount (whichever amount is greater) for the specific area of negligence will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day. The City will inform the Contractor in writing of the intent to withhold payment for work not performed at the predetermined and agreed upon schedule.

Where/when applicable, the Contractor shall be responsible for closing, locking all doors, windows and cabinets, gates, locks and setting alarms, etc. (as requested OR as necessary) before leaving work sites; regardless of the condition upon arrival. The sum of \$250.00 per instance shall be deducted and withheld from the payments due or become due to the Contractor. The City shall inform the Contractor in writing of the intent to apply penalties to monthly payments.

### **PERFORMANCE STANDARDS**

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the Custodial industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance.

## **INSURANCE/BONDING**

1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1.2 The Contractor shall not commence any work under this contract until he has secured all insurance required by this section and the professional services contract nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, Its officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFP.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

1.3 A Bid Bond is required. A Faithful Performance Bond is required for the three years of the contract award. A copy of a sample Bonds is provided. An Annual renewal bond will be accepted.

## **LABOR REQUIREMENTS**

- a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, and as such shall be warranted to possess sufficient experience and reliability to perform this work.
- b. **HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. **IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector. If it is found that personnel are not wearing uniforms, a \$50.00 charge will be issued for each person not in uniform.
- d. **SUPERVISION:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively both in writing and orally.
- e. **TRAINING:** Contractor shall have an ongoing training program for all its staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

Supervisors shall have been trained in supervision.

- f. **NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.
- g. **CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

## **RECORDS**

Contractor shall maintain an accurate record showing names of employees, classification, actual hours worked, wages paid and benefits paid to each employee.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager/Contract Inspector access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

## **PROTECTION AND RESTORATION**

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

## **EQUIPMENT TOOLS AND SUPPLIES**

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All keys or access cards given to the Contractor by the Inspector shall be surrendered to same at the termination of this contract and **no duplication of the keys shall be made.**

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the following:

- Company Name

## **SUBCONTRACTS**

Contractor shall be responsible for all work performed under this contract and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

## **CHANGES**

Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement between the City and the Contractor. These changes will be processed through the City Manager.

## **PAYMENTS**

The contract annual total amounts for Custodial services shall include full compensation for providing all labor, material, equipment and incidentals required for the services as specified in these specifications and no additional compensation will be allowed.

## **INVOICES**

The Contractor shall submit a monthly invoice in duplicate to the Accounts Payable Division of the Finance Department at the following address: 1600 W. Beverly Blvd., Montebello, CA 90640 and/or via email at AP@cityofmontbello.com. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Contractor's tax identification number
6. Location where services were provided

Payment will be made on approval by the Contract Supervisor subject to routine processing requirements of the City.

## **WORK REQUIREMENTS**

- a. Work will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Recreation & Community Services, Director of Public Works, or authorized representative prior to commencing any work in all cases.
- b. Contractor shall maintain an adequate crew of employees to perform the service required.
- c. Contractor *may* be required to supply a list of equipment owned and available for work.
- d. Unit prices quoted shall include all required safety equipment owned and available for work.
- e. Unit prices for all as-needed additional custodial work shall be for actual time spent on the job site. **No travel time, fuel or supply/materials, surcharges, etc. (unless preapproved) will be paid.**

- f. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- g. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- h. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job, if requested.
- i. Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment towards the public. Should, for any reason, an employee be unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.
- j. Contractor shall provide, for all projects, a supervisor/foreman with a minimum of five (5) years of experience related to the Custodial industry. The supervisor/foreman shall remain on-site as required.
- k. Contractor shall possess a valid/current Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.
- l. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work.
- m. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- n. Contractor is required to supply storage for equipment and materials that are used in the City. Equipment and material shall not be stored in the public right of way or any other City property without written authorization from the Director or authorized representative.
- o. Contractor shall provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the employees performing the work under the contract. As may be necessary or required by the City, the field supervisor or their representative shall check with the Director or authorized representative as to (1) schedule of work; (2) complaints; and (3) adequacy of performance. Contractor shall submit such reports as the City may require, ensuring compliance with schedule work.
- p. The Contractor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least (2) qualified persons who can be called for emergency condition at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the primary number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary action required to alleviate an emergency condition or job related complaint which threatens to cause damage to any City property or compromise the public's safety.



- q. Contractor shall provide the City with one (1) copy of an "Emergency Medical Facility Designation and Procedure Sheet" before a contract is awarded. On this sheet, the successful proposer must designate a twenty-four (24) hour emergency medical facility to provide emergency medical treatment/care in the event of injury to any of the Contractor's employees. It will be the responsibility of the Contractor's supervisor /lead worker to transport or make arrangements for the transportation of any injured employee to and from the designated emergency medical facility or any similar medical facility.
- r. The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.
- s. Contractor shall, where applicable, comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.

#### **CUSTODIANS – REJECTION/REPLACEMENT**

The City reserves the right to reject any custodian or supervisor of the contractor's work force. It shall be the contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.

#### **LABOR STRIKE**

- a. The Contractor shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the services, the Contractor shall immediately give written notice thereof to the City.
- b. It shall be the Contractor's responsibility to provide continuous services without interruption, to all buildings and facilities specified herein. In the event of a labor strike, the Contractor shall provide other means, at Contractor's cost, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action necessary to provide the service, with any cost above and beyond the contractor normal rates (which will be deducted from the Contractor's progress payment) to the City being borne by the Contractor.

## **QUALITY OF WORK**

All work shall be performed in accordance with the best maintenance, safety practices and standards of cleanliness. The City shall inspect the work performed by the Contractor and approve or reject the work and materials used. Failure on the part of the Contractor to correct poor workmanship or substandard performance will result in the initiation of a written notice of failure to perform and/or cancellation of contract.

## **DELIVERY OF SUPPLIES**

The City shall provide all paper goods, trash liners and daily cleaning solutions. If the Contractor prefers to use other cleaning solutions (chemicals), it must obtain City approval prior to use.

## **DISCLOSURE OF INFORMATION**

- a. The Contractor agrees that it will not during or after the term of the Contract disclose any proprietary information or confidential business information of the city, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of services.
- b. The Contractor shall not issue or release for publication any articles, advertising or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

## **EMPLOYEE FOOD SERVICE**

The Contractor shall not be allowed to bring on to the City's property any food or beverage catering trucks, vending machines, or other serving facilities without prior written authorization from the contract administrator.

## **NEEDED REPAIRS**

The Contractor shall promptly notify the contract administrator or his/her designated representative, in written format acceptable to the contract administrator, of needed repairs and/or damage to fixtures, buildings and appurtenances observed during the performance of services. Any item of critical, priority, or emergency nature will be verbally reported immediately upon discovery, with written notification to follow prior to the end of the work shift.

### **USE OF CITY SUPPLIES AND/OR EQUIPMENT**

- a. Contractor shall document that his or her employees have been informed that they can only use authorized equipment and/or supplies/chemicals.
- b. Contractor and his or her staff shall at no time use phones and/or office supplies.

### **AREA ASSIGNMENTS**

- a. The Contractor shall assign to each location the employees necessary to complete all services detailed.
- b. Each employee shall be in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in their in their work area during the entire work shift except for the break periods described below.
- c. All employees of the Contractor performing the services shall be paid by the Contractor and take, for each four hours worked, a break period of fifteen (15) minutes from the time of discontinuing performance of the services until the time of resuming performance of the services. Such break times will take place at times scheduled by the Contractor and approved by the contract administrator.

### **CHANGE IN MINIMUM NUMBER OF WEEKLY ROUTINE SERVICE HOURS**

- a. The contract administrator shall have the right to increase or decrease the required minimum number of weekly routine service hours by providing written notification to the Contractor.
- b. No change shall be made in fixed charges for overhead due to any increase or decrease in the minimum number of weekly hours required for routine services.

## **CLEANING SCHEDULES**

### **CITY HALL – CUSTODIAL CLEANING SCHEDULE**

#### 4 Times Weekly      General Cleaning

Monday – Thursday, excluding City Observed Holidays. Services to be performed starting at 5:00 p.m.

#### A.      Daily Service                      Offices/Hallways/Corridors/Main Rooms

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.
- i. Restock loungers with coffee supplies.

#### Daily Service                      Restrooms

- j. Clean and sanitize all urinals, toilets and lavatories.
- k. Clean mirrors and bright metals in the restroom.
- l. Clean and sanitize all walls and stall partitions.
- m. Refill soap, towel and tissue dispensers.
- n. Remove and deposit trash in designated areas.
- o. Sweep and mop-sanitize floors.
- p. Replace deodorizers in urinals and room, as needed.
- q. Sweep and remove debris from entryway.

#### Daily Service                      Kitchen/Break Areas

- r. Clean all counters and sinks.
- s. Clean all appliance exterior doors and inside of microwaves.
- t. Remove and deposit trash in designated areas.

#### B.      Weekly Service

- a. Wet mop all non-carpeted floors, including Main Lobby.
- b. Spot clean doors and walls.
- c. Clean all porcelain surfaces in restrooms.
- d. Dust windowsills, baseboards, window blinds and counters.
- e. Clean the exterior and interior of all glass surfaces on windows and doors.

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C. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.

Monthly Service                      Floors

- a. Clean carpet area stains in heavy traffic areas.
- b. Clean all air vent diffusers.
- c. Machine scrub tile floors in restrooms (as needed).

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Administration for meetings scheduled in Council Chambers, or other areas, and which may need traffic cones for parking lot restrictions. Secure all doors and lights after all meetings.

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## **RECREATION AND COMMUNITY SERVICES OFFICES AND BUILDINGS** **CUSTODIAL CLEANING SCHEDULE**

### 1. Acuna Park 1700 West Victoria Avenue (Office Building – 6,052 square feet)

#### 4 Times Weekly

#### General Cleaning

Monday through Thursday, excluding City Observed Holidays. Services to be performed after 7:00 p.m. Building includes: one kitchen, two public restrooms, one private restroom, nine private offices, one main office, one lobby and one storage room.

#### A. Daily Service

#### Offices/Hallways/Corridors/Main Rooms

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

#### Daily Service

#### Restrooms

- i. Clean and sanitize all urinals, toilets and lavatories.
- j. Clean mirrors and bright metals in the restroom.
- k. Clean and sanitize all walls and stall partitions.
- l. Refill soap, towel and tissue dispensers.
- m. Remove and deposit trash in designated areas.
- n. Sweep and mop-sanitize floors.
- o. Replace deodorizers in urinals and room, as needed.
- p. Sweep and remove debris from entryway.

#### Daily Service

#### Kitchen/Break Areas

- q. Clean all counters and sinks.
- r. Clean all appliance exterior doors and inside of microwaves.
- s. Remove and deposit trash in designated areas.

#### B. Weekly Service

- a. Wet mop all non-carpeted floors, including lobby.
- b. Spot clean doors and walls.

- c. Clean all porcelain surfaces in restrooms.
- d. Dust windowsills, baseboards, blinds and counters.
- e. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambes, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.

Monthly Service                      Floors

- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors in restrooms (as needed).

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Administration for meetings scheduled.



2. Acuna Park 1700 West Victoria Avenue (Outside Restroom - 450 square feet)

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep, sanitize and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

B. Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr – Oct) Restroom  
Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov – March)

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers.
- q. Remove and deposit trash in designated areas.
- r. Sweep and mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway.
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

C. Periodic Service Restroom

- w. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- x. Unplug toilets, urinals and lavatories, as needed.
- y. Replace padlocks on toilet paper dispensers, as needed.
- z. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)

3. Ashiya Park 2700 West Beverly Boulevard (Outside Restroom - 576 square feet)

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round)

Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep, sanitize and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr – Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov – March)

Monday – Sunday, including City Observed Holidays.

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers.
- q. Remove and deposit trash in designated areas.
- r. Sweep and spot mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway, as needed
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service

Restroom

- w. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- x. Unplug toilets, urinals and lavatories, as needed.
- y. Replace padlocks on toilet paper dispensers, as needed.
- z. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m.

4. City Park 1300 West Whittier Boulevard (Outside Restroom - 868 square feet)

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep, sanitizer and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

B. Daily Afternoon Service (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Service (2:00 p.m. to 6:00 p.m.)(Nov – March)

Monday – Sunday, including City Observed Holidays.

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers, as needed.
- q. Remove and deposit trash in designated areas, as needed.
- r. Sweep and spot mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway, as needed
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

C. Periodic Service Restroom

- w. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- x. Unplug toilets, urinals and lavatories, as needed.
- y. Replace padlocks on toilet paper dispensers, as needed.
- z. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested).

5. City Park 236 George Hensel Drive (Gymnasium & Youth Center Building – 5,184 square feet). Building consists of: four public restrooms (recreation side and gym side), one kitchen, two offices, two classrooms, gymnasium showers and one main room (excluding main gym floor) and one lobby.

7 Times Weekly                      General Cleaning

Monday – Sunday, excluding City Observed Holidays. Once a day, services are to be performed between the hours of 10:00 p.m. to 8:00 a.m.

A. Daily Service                      Offices/Classrooms/Lobby/Hallways/Main Room

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.
- i. Restock loungers with coffee supplies.

Daily Service                      Restrooms

- j. Clean and sanitize all urinals, toilets and lavatories.
- k. Clean mirrors and bright metals in the restroom.
- l. Clean and sanitize all walls and stall partitions.
- m. Refill soap, towel and tissue dispensers.
- n. Remove and deposit trash in designated areas.
- o. Sweep and mop-sanitize floors.
- p. Replace deodorizers in urinals and room, as needed.
- q. Sweep and remove debris from entryway.

Daily Service                      Kitchen/Break Areas

- r. Clean all counters and sinks.
- s. Clean all appliance exterior doors and inside of microwaves.
- t. Remove and deposit trash in designated areas.

B. Weekly Service

- a. Wet mop all non-carpeted floors, including lobby.
- b. Spot clean doors and walls.
- c. Clean all porcelain surfaces in restrooms.
- d. Dust windowsills, baseboards, blinds and counters.
- e. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.

Monthly Service

Floors

- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors in restrooms (as needed).
- d. Buff floors with hi-speed machine.

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.

6. City Park 236 George Hensel Drive (Aquatic Building – Upstairs).

2 Times Weekly

General Cleaning (Upstairs)

Monday and Thursday, excluding City Observed Holidays.

Building consists of: one restroom, one kitchen, two offices and one lobby.

Services are to be performed between the hours of 10:00 p.m. to 8:00 a.m.

A. Daily Service

Offices/Lobby/Hallways

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

Daily Service

Restrooms/Shower

- i. Clean and sanitize all urinals, toilets and lavatories.
- j. Clean mirrors and bright metals in the restroom.
- k. Clean and sanitize all walls and stall partitions.
- l. Refill soap, towel and tissue dispensers.
- m. Remove and deposit trash in designated areas.
- n. Dust and sweep showers.
- o. Sweep and mop-sanitize floors.
- p. Replace deodorizers in urinals and room, as needed.
- q. Sweep and remove debris from entryway.

Daily Service

Kitchen

- r. Clean all counters and sinks.
- s. Clean all appliance exterior doors and inside of microwaves.
- t. Remove and deposit trash in designated areas.

B. Weekly Service

- a. Wet mop all non-carpeted floors, including Main Lobby.
- b. Spot clean doors and walls.
- c. Clean all porcelain surfaces in restrooms.
- d. Dust windowsills, baseboards, blinds and counters.
- e. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambes, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors in restrooms (as needed).

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.



7. City Park 1300 W Olympic Blvd. (Aquatic Building – Downstairs).

1 Time Weekly (October to May)

General Cleaning (Downstairs)

Work to be performed every Wednesday, excluding City Observed Holidays. Work must be performed on next business day if Wednesday is a City Observed Holiday. Facility includes three storage areas, men's and women's restroom, lifeguard rooms, pool manager's office, and men's and women's shower. Services are to be performed between the hours of 10:00 p.m. to 7:00 a.m.

A. Weekly Service

Offices/Lobby/Hallways

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycled containers into designated bins.

Weekly Service

Restrooms/Showers

- j. Clean and sanitize all urinals, toilets and lavatories.
- k. Clean mirrors and bright metals in the restroom.
- l. Clean and sanitize all walls and stall partitions.
- m. Refill soap, towel and tissue dispensers.
- n. Remove and deposit trash in designated areas.
- o. Dust and sweep showers.
- p. Sweep and mop-sanitize floors.
- q. Replace deodorizers in urinals and room, as needed.
- r. Sweep and remove debris from entryway.

6 Times Weekly (June to September)

General Cleaning (Downstairs)

Monday – Saturday, excluding City Observed Holidays. Three storage areas, men's and women's restroom, lifeguard rooms, pool manager's office, and men's and women's shower. Services are to be performed between the hours of 10:00 p.m. to 7:00 a.m.

B. Daily Service

Offices/Lobby/Hallways

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.

- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

Daily Service

Restrooms/Showers

- i. Clean and sanitize all urinals, toilets and lavatories.
- j. Clean mirrors and bright metals in the restroom.
- k. Clean and sanitize all walls and stall partitions.
- l. Refill soap, towel and tissue dispensers.
- m. Remove and deposit trash in designated areas.
- n. Dust and sweep showers.
- o. Sweep and mop-sanitize floors.
- p. Replace deodorizers in urinals and room, as needed.
- q. Sweep and remove debris from entryway.

C. Weekly Service

- r. Wet mop all non-carpeted floors.
- s. Spot clean doors and walls.
- t. Clean all porcelain surfaces in restrooms.
- u. Dust windowsills, baseboards, blinds and counters.
- v. Clean the exterior and interior of all glass surfaces on windows and doors.

D. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors in restrooms (as needed).

E. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames,

- blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.

F. Yearly Service

- a. Steam shampoo all carpeted areas, as directed.

G. Miscellaneous

- b. Documents on desks, tables, files, etc., are not to be disturbed.
- c. Lock all entrance doors whenever necessary, with area lights turned off.
- d. Report any needed repairs or hazardous items/areas.
- e. Check calendar of Supervisor/Coordinator for meetings scheduled.

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8. Senior Citizen Center 115 South Taylor Ave – 13, 168 square feet

7 Times Weekly

General Cleaning

Monday - Sunday, including City Observed Holidays. Building includes: multi-purpose rooms, kitchens, offices, 3 sets of men's/women's restrooms, elevator, patio, lobby and activity area sink. Services are to be performed between the hours of 12:00 a.m. to 8:00 a.m.

A. Daily Service

Offices/Rooms/Hallways/Lobby/Patio/Elevator

- A. Empty all wastebaskets and other waste containers, and insert liners as required.
- B. Clean hand prints from counters tops, door jambs, and general dusting.
- C. Remove spillage and stains from counters and floors.
- D. Vacuum all carpets and runners.
- E. Clean and polish drinking fountains.
- F. Clean glass doors and windows.
- G. All trash is to be picked up and deposited in designated places.
- H. Empty recycle containers into designated bins.

Daily Service

Restrooms/Activity Area Sink

- I. Clean and sanitize all urinals, toilets and lavatories.
- J. Clean mirrors and bright metals in the restroom.
- K. Clean and sanitize all walls and stall partitions.
- L. Refill soap, towel and tissue dispensers.
- M. Remove and deposit trash in designated areas.
- N. Sweep and mop-sanitize floors.
- O. Replace deodorizers in urinals and room, as needed.
- P. Sweep and remove debris from entryway.

Daily Service

Kitchens/Activity Area Sink

- Q. Clean all counters and sinks.
- R. Clean all appliance exterior doors and inside of microwaves.
- S. Remove and deposit trash in designated areas.

B. Weekly Service

- A. Wet mop all non-carpeted floors, including lobby.
- B. Spot clean doors and walls.
- C. Clean all porcelain surfaces in restrooms.
- D. Dust windowsills, baseboards, blinds and counters.
- E. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- A. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning

Monthly Service                      Floors

- B. Clean carpet area stains in heavy traffic areas.
- C. Machine scrub tile floors in restrooms (as needed)
- D. Hi speed buff all floors and remove scuff marks.

D. Bi-Yearly Service

- A. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- B. Strip and wax all floors.
- C. Clean inside of refrigerators in break rooms.

E. Yearly Service

- A. Steam shampoo all carpeted areas, as directed.

F. Miscellaneous

- A. Documents on desks, tables, files, etc., are not to be disturbed.
- B. Lock all entrance doors whenever necessary, with area lights turned off.
- C. Report any needed repairs or hazardous items/areas.
- D. Check calendar of Supervisor/Coordinator for meetings scheduled.

9. Golf Course 850 Via San Clemente (Employee Lounge – 508 square feet. Office and Trailer – 660 square feet).

5 Times Weekly

General Cleaning

Monday – Friday, excluding City Observed Holidays are excluded. Services are to be performed between the hours of 3:00 p.m. to 2:00 a.m.

A. Daily Service

Offices/Hallways/Lounge

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- E. Clean and polish drinking fountains.
- F. Clean glass doors and windows.
- G. All trash is to be picked up and deposited in designated places.
- H. Empty recycle containers into designated bins.

Daily Service

Restrooms

- I. Clean and sanitize all urinals, toilets and lavatories.
- J. Clean mirrors and bright metals in the restroom.
- K. Clean and sanitize all walls and stall partitions.
- L. Refill soap, towel and tissue dispensers.
- M. Remove and deposit trash in designated areas.
- N. Sweep and mop-sanitize floors.
- O. Replace deodorizers in urinals and room, as needed.
- P. Sweep and remove debris from entryway.

B. Weekly Service

- a. Wet mop all non-carpeted floors.
- b. Spot clean doors and walls.
- c. Clean all porcelain surfaces in restrooms.
- d. Dust windowsills, baseboards, blinds and counters.
- e. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service

General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors in restrooms (as needed).

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms (if applicable).

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.

10. Golf Course 850 Via San Clemente (Bicknell Scout House – 1,575 square feet).

2 Times Weekly

General Cleaning

Monday and Thursday, excluding City Observed Holidays (any holiday service interruption must be made up the next business day). Building consists of one kitchen, one restroom and one large meeting room. Services are to be performed between the hours of 7:00 a.m. to 11:00 a.m.

A. Daily Service

Meeting Room

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

Daily Service

Restroom

- i. Clean and sanitize all urinals, toilets and lavatories.
- j. Clean mirrors and bright metals in the restroom.
- k. Clean and sanitize all walls and stall partitions.
- l. Refill soap, towel and tissue dispensers.
- m. Remove and deposit trash in designated areas.
- n. Sweep and mop-sanitize floors.
- o. Replace deodorizers in urinals and room, as needed.
- p. Sweep and remove debris from entryway.

Daily Service

Kitchen

- q. Clean all counters and sinks.
- r. Clean all appliance doors.
- s. Remove and deposit trash in designated areas.

B. Weekly Service

- a. Wet mop all non-carpeted floors.
- b. Spot clean doors and walls.
- c. Clean all porcelain surfaces in restrooms.
- d. Dust windowsills, baseboards, blinds and counters.
- e. Clean the exterior and interior of all glass surfaces on windows and doors.



C. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.

11. Grant Rea Park 600 N. Rea Drive (Recreation Building – 1,000 square feet)

1 Times Weekly

General Cleaning

Monday, excluding City Observed Holidays. On Monday Observed Holidays, the services shall be performed the following day (Tuesday). Building includes: one room and one office. Services are to be performed between the hours of 10:00 p.m. to 10:00 a.m.

A. Daily Service

Offices/Hallways/Room

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Dust mop floor, as needed.
- e. Clean glass doors and windows.
- f. All trash is to be picked up and deposited in designated places.

B. Weekly Service

- a. Wet mop all non-carpeted floors.
- b. Spot clean doors and walls.
- c. Dust windowsills, baseboards, blinds and counters.
- d. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors

E. Miscellaneous

- c. Documents on desks, tables, files, etc., are not to be disturbed.
- d. Lock all entrance doors whenever necessary, with area lights turned off.
- e. Report any needed repairs or hazardous items/areas.
- f. Check calendar of Supervisor for meetings scheduled.

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12. Grant Rea Park 600 N. Rea Drive (Community Room – 1,488 square feet)

2 Times Weekly

General Cleaning

Monday and Friday, excluding City Observed Holidays. Building includes: one room and one office. Services are to be performed between the hours of 10:00 p.m. to 10:00 a.m.

A. Daily Service Room

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Dust mop floor, as needed.
- e. Clean glass doors and windows.
- f. All trash is to be picked up and deposited in designated places.

B. Weekly Service

- a. Wet mop all non-carpeted floors.
- b. Spot clean doors and walls.
- c. Dust windowsills, baseboards, blinds and counters.
- d. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Hi speed buff and remove scuff marks

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors

E. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor for meetings scheduled.

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13. Grant Rea Park 600 N. Rea Drive (12 Outside Restrooms)

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats lavatories, and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep, sanitize and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

Daily Afternoon Service (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Service (2:00 p.m. to 6:00 p.m.)(Nov-March)

Monday – Sunday, including City Observed Holidays.

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories, and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers.
- q. Remove and deposit trash in designated areas.
- r. Sweep and mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway.
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service

Restroom

- w. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- x. Unplug toilets, urinals and lavatories, as needed.
- y. Replaced padlocks on toilet paper dispensers, as needed.
- z. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)

14. Holifield Park 1060 South Greenwood Avenue (Community Room – 2,500 square feet)

6 Times Weekly      General Cleaning

Monday – Friday and Sundays excluding City Observed Holidays, but service must be made up on the next business day. Building consists of: two restrooms, one kitchen, one classroom/meeting room, and one office. Once a day, services are to be performed between the hours of 10:00 p.m. to 8:00 a.m.

A.      Daily Service                      Office/Classroom/Meeting Room/Hallways

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

Daily Service                      Kitchen

- i. Clean all counters and sinks.
- j. Clean all appliance exterior doors and microwaves.
- k. Remove and deposit trash in designated areas.

Daily Service                      Restrooms/Activity Area Sink

- l. Clean and sanitize all urinals, toilets, lavatories and water fountains (including polishing).
- m. Clean mirrors and bright metals in the restroom.
- n. Clean and sanitize all walls and stall partitions.
- o. Refill soap, towel and tissue dispensers.
- p. Remove and deposit trash in designated areas.
- q. Sweep, sanitize and wet-mop all floors.
- r. Clean floor drains.
- s. Replace deodorizers in urinals and room, as needed.
- t. Sweep, remove debris and wet-mop entryway.
- u. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B.      Weekly Service                      Office/Classroom/Meeting Room/Hallways

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.

- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

Weekly Service

Kitchen

- a. Clean all counters and sinks.
- b. Clean all appliance doors
- c. Remove and deposit trash in designated areas.

C. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors in restrooms (as needed).

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled



15. Holifield Park 1060 Greenwood Avenue (Outside Restroom - 520 square feet)

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.) (Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep, sanitize and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

Daily Afternoon Service (3:00 p.m. to 7 p.m.) (Apr – Oct) Restroom

Daily Afternoon Service (2:00 p.m. to 6:00 p.m.) (Nov-March)

Monday – Sunday, including City Observed Holidays.

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers.
- q. Remove and deposit trash in designated areas.
- r. Sweep and mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway.
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service

Restroom

- w. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- x. Unplug toilets, urinals and lavatories, as needed.
- y. Replaced padlocks on toilet paper dispensers, as needed.
- z. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested).

16. Potrero Heights Park 8051 Arroyo Drive (Recreation Building – 420 square feet)

5 Times Weekly (August to May)

General Cleaning

Monday – Friday, excluding City Observed Holidays. Building includes: one room, one small kitchen, and one computer room.

A. Daily Service

Rooms

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean glass doors and windows.
- f. All trash is to be picked up and deposited in designated places.
- g. Empty recycle containers into designated bins.

Daily Service

Kitchen/Break Areas

- h. Clean all counters and sinks.
- i. Clean all appliance exterior doors and inside microwaves.
- j. Remove and deposit trash in designated areas.

1 Time Weekly (June to July)

General Cleaning

Monday – Friday, excluding City Observed Holidays. Building includes: one room, one small kitchen, and one computer room

B. Weekly Service

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counter tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum carpets and runners.
- e. Clean glass doors and windows.
- f. All trash is to be picked up and deposited in designated places.
- g. Empty recycle containers into designated bins.
- h. Wet mop all non-carpeted floors, including Main Lobby.
- i. Spot clean doors and walls.
- j. Clean all porcelain surfaces in restroom.
- k. Dust windowsills, baseboards, blinds and counters.
- l. Clean the exterior and interior of all glass surfaces on windows and doors

Weekly Service

Kitchen/Break Areas

- m. Clean all counters and sinks.
- n. Clean all appliance exterior doors and inside microwaves.
- o. Remove and deposit trash in designated areas.

C. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.

17. Potrero Heights 8051 Arroyo Drive (Outside Restroom - 576 square feet)

7 Times Weekly                      General Cleaning

Monday – Sunday (including City Observed Holidays).

A.     Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep and mop-sanitize all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

Monday – Sunday, including City Observed Holidays.

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers.
- q. Remove and deposit trash in designated areas.
- r. Sweep and mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway.
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B.     Periodic Service                      Restroom

- w. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- x. Unplug toilets, urinals and lavatories, as needed.
- y. Replaced padlocks on toilet paper dispensers, as needed.
- z. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)

18. Reggie Rodriguez Park 200 West Mines Avenue (Community Center – 2,500 square feet)

5 Times Weekly      General Cleaning

Monday – Friday, excluding City Observed Holidays. Building consists of: two restrooms, one kitchen, one classroom/meeting room, and one office. Once a day, services are to be performed between the hours of 10:00 p.m. to 7:00 a.m.

A.      Daily Service                      Office/Classroom/Meeting Room/Hallways

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

Daily Service                      Restrooms

- i. Clean and sanitize all urinals, toilets and lavatories.
- j. Clean mirrors and bright metals in the restroom.
- k. Clean and sanitize all walls and stall partitions.
- l. Refill soap, towel and tissue dispensers.
- m. Remove and deposit trash in designated areas.
- n. Sweep and mop-sanitize floors.
- o. Replace deodorizers in urinals and room, as needed.
- p. Sweep and remove debris from entryway.

B.      Weekly Service                      Office/Classroom/Meeting Room/Hallways

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.

Weekly Service                      Restrooms

- i. Clean and sanitize all urinals, toilets and lavatories.

- j. Clean mirrors and bright metals in the restroom.
- k. Clean and sanitize all walls and stall partitions.
- l. Refill soap, towel and tissue dispensers.
- m. Remove and deposit trash in designated areas.
- n. Sweep and mop-sanitize floors.
- o. Replace deodorizers in urinals and room, as needed.
- p. Sweep and remove debris from entryway.

#### Weekly Service

- q. Wet mop all non-carpeted floors.
- r. Spot clean doors and walls.
- s. Clean all porcelain surfaces in restrooms.
- t. Dust windowsills, baseboards, blinds and counters.
- u. Clean the exterior and interior of all glass surfaces on windows and doors.

#### C. Monthly Service      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors in restrooms (as needed).

#### E. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.
- c. Clean inside of refrigerators in break rooms.

#### F. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

G. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.

DRAFT

19. Reggie Rodriguez Park 200 West Mines Avenue (Outside Restroom - 576 square feet).

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seat, lavatories, and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep, sanitize and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers.
- q. Remove and deposit trash in designated areas.
- r. Sweep and mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway.
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

- a. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- b. Unplug toilets, urinals and lavatories, as needed.
- c. Replaced padlocks on toilet paper dispensers, as needed.
- d. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)



20. Sanchez Adobe Park 946 Adobe Avenue (Office Building – 6,160 square feet)

5 Times Weekly                      General Cleaning

Monday – Friday, excluding City Observed Holidays. Building includes: one meeting room and five display rooms. Once a day, services are to be performed between the hours of 10:00 p.m. to 7:00 a.m.

A.     Daily Service                      Meeting Room/Display Rooms

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass displays, doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.
- i. Sweep and remove debris from entryway.

B.     Weekly Service

- a. Wet mop all non-carpeted floors, including Main Lobby.
- b. Spot clean doors and walls.
- c. Dust windowsills, baseboards, blinds and counters.
- d. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service   General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.
- c. Machine scrub tile floors.

D.   Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames,

- blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
- b. Strip and wax all floors.

E. Yearly Service

- a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.

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21. Sanchez Adobe Park 946 Adobe Avenue (Outside Restroom - 624 square feet)

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep sanitize and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom  
Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

- m. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions.
- p. Refill soap, towel and tissue dispensers.
- q. Remove and deposit trash in designated areas.
- r. Sweep and mop-sanitize floors.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway.
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

- a. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- b. Unplug toilets, urinals and lavatories, as needed.
- c. Replaced padlocks on toilet paper dispensers, as needed.
- d. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m.

22. Taylor Ranch Park 737 North Montebello Boulevard (Outside Restroom - 576 square feet).

7 Times Weekly                      General Cleaning  
Monday – Sunday, including City Observed Holidays.

A.     Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

- a. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
- b. Clean mirrors and bright metals in the restroom.
- c. Clean and sanitize all walls and stall partitions.
- d. Remove all spiders and cobwebs near doors, windows or lights.
- e. Refill soap, towel and tissue dispensers.
- f. Remove and deposit trash in designated areas.
- g. Sweep sanitize and power wash all floors.
- h. Clean floor drains.
- i. Replace deodorizers in urinals, as needed.
- j. Sweep and remove debris from entryway.
- k. Clean and disinfect all surfaces with a hospital grade germicidal solution.
- l. Report any bird nests or bee hives immediately to City.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom  
Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

- m. Clean and sanitize all urinals, toilets, toilet seats and lavatories.
- n. Clean mirrors, bright metals, porcelain in the restroom.
- o. Clean and sanitize all walls and stall partitions, as needed.
- p. Refill soap, towel and tissue dispensers, as needed.
- q. Remove and deposit trash in designated areas, as needed.
- r. Sweep and spot mop-sanitize floors, as needed.
- s. Clean floor drains.
- t. Replace deodorizers in urinals, as needed.
- u. Sweep and remove debris from entryway, as needed
- v. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B.     Periodic Service                      Restroom

- a. Quarterly – power wash entire interior of restroom and floor near restroom entry.
- b. Unplug toilets, urinals and lavatories, as needed.
- c. Replaced padlocks on toilet paper dispensers, as needed.
- d. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m.

23. Taylor Ranch Park 737 North Montebello Boulevard (Community Room – 2,700 square feet).

7 Times Weekly

General Cleaning

Monday – Sunday, including City Observed Holidays. Once a day, services are to be performed between the hours of 10:00 p.m. to 8:00 a.m.

A. Daily Service

Meeting Room

- a. Empty all wastebaskets and other waste containers, and insert liners as required.
- b. Clean hand prints from counters tops, door jambs, and general dusting.
- c. Remove spillage and stains from counters and floors.
- d. Vacuum all carpets and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass displays, doors and windows.
- g. All trash is to be picked up and deposited in designated places.
- h. Empty recycle containers into designated bins.
- i. Sweep and remove debris from entryway.

B. Weekly Service

- a. Wet mop all non-carpeted floors, including Main Lobby.
- b. Spot clean doors and walls.
- c. Dust windowsills, baseboards, blinds and counters.
- d. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service

General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
- b. Clean carpet area stains in heavy traffic areas.
- c. Buff floors with hi-speed machine.

D. Bi-Yearly Service

- a. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard,

coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).

b. Strip and wax all floors.

E. Yearly Service

a. Steam shampoo all carpeted areas as directed.

F. Miscellaneous

- a. Documents on desks, tables, files, etc., are not to be disturbed.
- b. Lock all entrance doors whenever necessary, with area lights turned off.
- c. Report any needed repairs or hazardous items/areas.
- d. Check calendar of Supervisor/Coordinator for meetings scheduled.

## **TRANSPORTATION DEPARTMENT**

The Transportation facility is located at 400 South Taylor Avenue. The facility serves as the headquarters, for the bus division and maintenance facility for the City's transit services known as the Montebello Bus Lines. The facility consists of a two-story building adjacent to a 13 bay maintenance facility. The location includes a fueling island, a lower employee parking lot, an upper level bus lot, a fitness room, administrative offices, three conference/training rooms, employee lunch rooms and kitchenettes, a warehouse, four ladies and men's and three gender neutral restrooms.

Administrative staff works Monday through Friday. The maintenance and operations staff work seven days a week and nearly twenty hours.

Transportation service areas include; however, not limited to:

### **1. Transportation Facility:**

- a) **1<sup>st</sup>. Floor Main Building:** Reception/customer area, an elevator, a classroom/conference room, a kitchenette, six offices, an open clerical assistant area, a women and a men's restroom, a women's restroom with a shower and a men's restrooms with a shower, a custodian closet, an employee break room, a quiet room, an employees' locker room, and a dispatch center, and two staircases leading to the 2<sup>nd</sup> floor.
  - b) **2<sup>nd</sup> Floor Main Building:** greeting/waiting area, six cubical, seven offices, an open area clerical assistant, a copy/supply room, a conference room, a women and a men's restroom, a kitchenette/lunchroom, and an outdoor patio area and two staircases leading to the 1<sup>st</sup> floor.
  - c) **1<sup>st</sup> Floor Maintenance:** Kitchenette/lunchroom, Supervisors' office space, a women's restroom with a shower and locker area and a men's restrooms with a shower and locker area, staircase leading to the 2<sup>nd</sup> floor.
  - d) **2<sup>nd</sup> Floor Maintenance:** Three offices, one gender natural restroom, classroom/conference room and a staircase leading into the 1<sup>st</sup> floor maintenance.
2. **Warehouse:** A warehouse with inventory, a front desk/counter and two offices. Located on the 1<sup>st</sup> floor maintenance area.
  3. **Fitness room:** A workout area with fitness equipment and one gender neutral restroom Located adjacent to the underground employee parking area. Access can be obtained from the main building.
  4. **Fuel Island:** One gender neutral restroom. Location across from the 1<sup>st</sup> floor

main building and adjacent to the fueling pumps. Access can be obtained from the main building.

Transportation has the following types of flooring:

- a. **Carpeted:** 1<sup>st</sup> floor main building (six offices, open clerical area, quiet room and dispatch center); 2<sup>nd</sup> floor main building (seven offices, open clerical area, cubicle areas including walkways; staircase on the north side of the main building); and 2<sup>nd</sup> floor maintenance area (three offices).
- b. **Tile:** main building 1<sup>st</sup> floor (reception/customer area, an elevator, a classroom/conference room, a kitchenette, an employee break room and all restrooms); 2<sup>nd</sup> floor main building (all restrooms); 1<sup>st</sup> floor maintenance area (restrooms); and 2<sup>nd</sup> floor maintenance area (restroom).
- c. **Linoleum:** 1<sup>st</sup> floor main building (locker room and kitchenette); 2<sup>nd</sup> floor main building (copy/supply room and kitchenette/lunchroom); 1<sup>st</sup> floor maintenance area (kitchenette/lunch room, Supervisors office space and warehouse offices); 2<sup>nd</sup> floor maintenance area (classroom/conference room and walkway).

#### 7 Times Weekly

#### General Cleaning

Monday – Sunday, including City Observed Holidays. Once a day, services are to be performed between the hours of 2:30 p.m. to completion.

#### A. Daily Service

#### General Office Areas and Main Rooms

- a. Empty all waste basket and other waste containers, and insert liners as required.
- b. Clean hand prints from counter and table tops, door jambs and general dusting.
- c. Remove spillage and stains from counter tops and floors.
- d. Vacuum all carpeted areas and runners.
- e. Clean and polish drinking fountains.
- f. Clean glass doors and windows.
- g. All trash picked up and deposited in designated waste areas.

#### Daily Service

#### Kitchenettes

- a. Clean and wipe down counter and table tops.
- b. Clean and wipe down all appliances, including exterior of refrigerator.
- c. Replenish paper towels and soap dispensers.
- d. Polish bright metals/faucets.



Daily Service                      Restrooms

- a. Clean urinals, toilets, lavatories.
- b. Clean mirrors and bright metals/faucets.
- c. Clean all walls and stall partitions.
- d. Replenish soap dispensers, hand towel dispensers, tissue paper and toilet seat covers.
- e. Remove and deposit trash in designated areas.
- f. Clean and disinfect all restrooms (floors and walls) with germicidal solutions.

B. Weekly Service                      General Cleaning

- a. Wet mop all floors (**Note:** Always mop as needed).
- b. Clean glass on the interior that includes offices, which have glass partitions.
- c. Clean and wash waste baskets, as needed.

C. Monthly Services                      General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

- a. Clean carpet area stains in heavy traffic areas.
- b. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures, and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, moldings, doors and casings, and any areas not included in nightly cleaning.
- c. Clean stairwells, removing gum, and or other debris and scrubbing step anti-slip inserts.
- d. Replace air fresheners, as needed based on date.
- e. Wipe down wood furniture with appropriate cleaners.
- f. Wipe down all office chairs.

D. Quarterly Services

- a. Wash all exterior glass on building, removing water spots and squeegeeing.

E. Semi-Annual Services

The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboards, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).

- a. Steam clean carpet.
- b. Strip and wax offices/hall areas, which have flooring that requires waxing.
- c. Polish tile flooring.
- d. Clean inside of refrigerators in break rooms.

Note:

- a. If basket is left outside of office, do not clean office, empty trash and return to the same location outside of the office.
- b. Documents on desks, tables, files, etc. are not to be disturbed.
- c. Lock all entrance doors whenever necessary, with area lights turned off.
- d. Report any needed repairs or hazardous items/areas.
- e. Check calendar for meetings scheduled.

Supplies and Equipment:

- a. Vacuum: Shall be supplied by contractor and maintained by contractor.
- b. Floor scrubbing equipment: MBL shall provide floor scrubber for the tile flooring and scrubbing/polish pads. Contractor shall order the appropriate pads (Scrub and Polish and shall ensure that contractors staff use the appropriate pads. Damage through negligence shall be contractor's responsibility to repair.
- c. Brooms and Mops: MBL will supply
- d. Cleaning Supplies: MBL will supply; however, contractor is responsible for proper use of cleaning supplies. Use of incorrect cleaning supplies that cause damage to MBL property, shall be the burden of the Contractor to take corrective action to replace and or repair damage caused by Contractors Staff.
- e. Trash can liners: MBL shall provide and Contractor shall replace each evening in baskets and or trash cans that have been used.

## **CONTRACT DOCUMENTS**

### **A. PROJECT BID SHEETS**

The Contractor shall complete this Project Bid Sheet for use only by City for comparison of bids and compensation to the Contractor for this project. The Bidder shall make their own estimate from information included in this contract and from field inspections. The proposed prices shall be valid for the initial three (3) years of life of the contract, and no adjustments will be requested by the contractor. The bid shall consist of two separate components:

- 1.1 **Monthly/Quarterly Custodial Maintenance Service**, which is described in this RFP, will be bid at an annual total amount, from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 1.2 **As-needed Custodial Services**. Special Services, As-Needed Repairs or additional services, will be bid separately at a fixed rate to be billed at that rate each separate time the service is used. These services will not be part of the annual contract, but will be scheduled as needed as additional services.

**CITY OF MONTEBELLO  
CITYWIDE CUSTODIAL SERVICES**

**RFP PROPOSAL SHEET**

I, the undersigned, have read and understand the attached specifications for Custodial Services. Further, I attended the Pre-bid Conference and Site Inspection, as required by the specification. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

**Bid Amounts:**

For custodial services, by location, as outlined in the specifications:

**Recreation and Parks Department:**

- |                                                       |                 |                  |
|-------------------------------------------------------|-----------------|------------------|
| a. City Hall:                                         | \$ _____ /month | \$ _____ /Annual |
| b. Acuna Park (Parks and Recreation Office Building): | \$ _____ /month | \$ _____ /Annual |
| c. Acuna Park (Outside Restrooms):                    | \$ _____ /month | \$ _____ /Annual |
| d. Ashiya Park (Outside Restrooms):                   | \$ _____ /month | \$ _____ /Annual |
| e. City Park (Outside Restrooms):                     | \$ _____ /month | \$ _____ /Annual |
| f. City Park (Gym & Youth Center):                    | \$ _____ /month | \$ _____ /Annual |
| g. City Park (Aquatic Upstairs):                      | \$ _____ /month | \$ _____ /Annual |
| h. City Park (Aquatic Downstairs):                    | \$ _____ /month | \$ _____ /Annual |
| i. Senior Citizen Center:                             | \$ _____ /month | \$ _____ /Annual |
| j. Golf Course (Employee Lounge, Office and Trailer): | \$ _____ /month | \$ _____ /Annual |
| k. Golf Course (Bicknell Scout House):                | \$ _____ /month | \$ _____ /Annual |
| l. Grant Rea Park (Recreation Building):              | \$ _____ /month | \$ _____ /Annual |

m. Grant Rea Park

(Community Room): \$ /month \$ /Annual

n. Grant Rea Park  
(Outside Restrooms): \$ /month \$ /Annual

o. Holifield Park  
(Recreation Building): \$ /month \$ /Annual

p. Holifield Park  
(Community Room): \$ /month \$ /Annual

q. Holifield Park  
(Outside Restrooms): \$ /month \$ /Annual

r. Potrero Heights Park  
(Recreation Building): \$ /month \$ /Annual

s. Potrero Heights Park  
(Outside Restrooms): \$ /month \$ /Annual

t. Reggie Rodriguez Park  
(Community Room): \$ /month \$ /Annual

u. Reggie Rodriguez Park  
(Outside Restrooms): \$ /month \$ /Annual

v. Sanchez Adobe Park  
(Office Building): \$ /month \$ /Annual

w. Sanchez Adobe Park  
(Outside Restrooms): \$ /month \$ /Annual

x. Taylor Ranch Park  
(Outside Restrooms): \$ /month \$ /Annual

y. Taylor Ranch Park  
(Community Room): \$ /month \$ /Annual

z. Transit Department.: \$ /month \$ /Annual

Combined Total: \$ /month \$ /Annual

**CITY OF MONTEBELLO  
CITYWIDE LANDSCAPE MAINTENANCE SERVICES  
RFP  
As-needed Custodial Services**

| <b>Service Type</b>      | <b>Fixed Hourly Rate</b> |
|--------------------------|--------------------------|
| Restroom Porter Services |                          |
| Kitchen Porter Services  |                          |
| Power Cleaning Restrooms |                          |

For this quotation to be valid, this sheet must be signed.

---

Company Name

---

Representative's Name

---

Signature

---

Date

## VENDOR QUESTIONNAIRE

In submitting a proposal, each bidder shall also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals will be rejected.

**Organization:** Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location, current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

**References:** List three or more clients for whom you have been providing janitorial services. List references that are current and similar in size and scope of work. For each of these references, include organization name, address, and the name and telephone number of the contact person.

**Quality Control Program:** Describe your firm's established "proactive" Quality Control program that you will be providing to the City, to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular functions/uses.

**Contract administrator:** Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

**Emergency information:** List names and telephone numbers of persons that the City may need to contact in case of an emergency after hours, on weekends or holidays.

**Employees:** How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent full-time or part-time employees? How long must a part-time employee work in your firm to become a permanent full-time employee? What percentage of your staff is currently employed full-time on a permanent basis?

**Employee benefits:** What kind of employee benefits does your firm have to offer to employees? Are your part-time employees going to be paid on an hourly basis plus benefits?

**Employment practices:** Include with your submittal a summary of your firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of your firm's training and injury/illness prevention programs.

**Affiliations and accreditations:** What are some of your firm's professional affiliations and accreditations?

**Business License:** Include with your submittal a copy of your firm's current business license. (Be sure to include a copy of same for any subcontractor listed above.)

**Certificate of Insurance:** The Contractor must have insurance meeting the minimum insurance requirements set forth herein. Include a copy of your firm's insurance certificate or a letter from surety stating that your firm is insurable for the limits required if awarded the contract. A certificate of insurance must be furnished to the City within fourteen (14) days after notification of award.

**Performance Bond:** The successful contractor will be required to furnish a performance bond equal to 100% of the amount bid for the first year. Include a copy of bond endorsement affecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

**Fidelity Bond:** The Contractor must be bonded against theft of personal property. Include a copy of bond endorsement effecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required (\$10,000 per occurrence) if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

**Criminal Background Check:** The Contractor selected will be required to provide the name, date of birth, and Social Security number of all personnel who will be assigned to do the work, for the purpose of obtaining a criminal background check from the City of Montebello Police Department. This information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.

**Clarification, Exception or Deviation:** Each bidder may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there is no clarification, exception or deviation indicated, it will be considered that none exists.



SAMPLE PROFESSIONAL AGREEMENT

**CITY OF MONTEBELLO**

**PROFESSIONAL SERVICES AGREEMENT NO. \_\_\_\_\_**

**BY AND BETWEEN  
CITY OF MONTEBELLO  
AND  
\_\_\_\_\_**

THIS AGREEMENT ("Agreement") is made and entered into on , 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and \_\_\_\_ (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

**RECITALS**

**WHEREAS**, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance and Services at various city-owned properties in the CITY; and

**WHEREAS**, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

**SECTION 1. SERVICES / COMPENSATION.**

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Citywide Custodial Services (, 2020) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the custodial services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

**SECTION 2. TERM.**

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as

hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

### **SECTION 3. PERFORMANCE.**

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

### **SECTION 4. WORK PRODUCT.**

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

### **SECTION 5. EXTRA SERVICES.**

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

### **SECTION 6. CITY SUPERVISION.**

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's

compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

#### **SECTION 7. TERMINATION.**

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

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

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

#### **SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.**

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

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

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

## **SECTION 10. INDEPENDENT CONTRACTOR.**

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

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

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

## **SECTION 11. PERS ELIGIBILITY INDEMNITY.**

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

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

## **SECTION 12. LEGAL RESPONSIBILITIES.**

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

### **SECTION 13. INDEMNIFICATION.**

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

### **SECTION 14. INSURANCE COVERAGE.**

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.**

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

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

## **SECTION 16. NO WAIVER.**

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

## **SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.**

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

## **SECTION 18. ATTORNEY'S FEES AND COSTS.**

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

## **SECTION 19. WARRANTIES.**

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

## **SECTION 20. MISCELLANEOUS.**

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

#### **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:

James Enriquez - Director of Public Works  
Public Works Department  
City of Montebello  
1600 West Beverly Boulevard  
Montebello, California 90640  
E-mail: [jenriquez@cityofmontebello.com](mailto:jenriquez@cityofmontebello.com)

#### **SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.**

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

#### **SECTION 23. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by



CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

#### **SECTION 24. ENTIRE AGREEMENT.**

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

#### **CITY OF MONTEBELLO**

#### **CONTRACTOR**

\_\_\_\_\_  
René Bobadilla, P.E.  
City Manager

\_\_\_\_\_  
Name  
Title of Representative

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Irma Barajas  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Arnold Alvarez-Glasman  
City Attorney

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, City Manager

**BY:** Nicholas Razo, Director of Human Resources and Information Technology

**SUBJECT:** **Side Letter Agreements between the Montebello Fire Management Association and Montebello Firefighters Association regarding 401(a) Retiree Health Savings Account Plan**

**DATE:** November 18, 2020

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**RECOMMENDATIONS:**

It is recommended that the City Council:

- 1) Approve the Side Letter Agreement 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 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.

**BACKGROUND**

The current Resolution and Memorandum of Understanding (MOU) between the Fire Management Association and Firefighters Association include a provision regarding sick leave pay upon separation from the City. The current provision states that any sick leave hours over the threshold of 432 hours will be paid off at the rate of half of the current base rate of pay. If the employee has 1440 hours or more of sick leave banked upon separation, the bank in its entirety will be paid off at the rate of half of the current base rate of pay.

The City desires to offer members of the Montebello Fire Management Association and the Montebello Firefighters Association a 401(a) Retiree Health Savings Account plan to contribute upon separation from City employment to the plan at a rate of 100% of the unused sick leave balance at the current base rate of pay at the normal age of retirement and at the maximum contribution limit amount set by the IRS. Upon reaching

CITY COUNCIL AGENDA STAFF REPORT-MEETING OF NOVEMBER 18, 2020  
**Side Letter Agreements between the Montebello Fire Management Association  
and Montebello Firefighters Association regarding 401(a) Retiree Health Savings  
Account Plan**  
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the maximum amount set by the IRS for the calendar year the City will pay out the remaining to the employee at current base rate of pay.

**FISCAL IMPACT**

The current MOU language includes a payout of unused, accumulated sick leave hours for eligible Fire Department safety employees at the time of separation (which includes retirement). The City currently pays out accumulated sick leave hours over the 432 hour threshold on the employee's final paycheck. This payout is a cost to the City at the time of separation of the employee.

Establishment of the 401(a) Retiree Health Savings Account plan requires a cash out – and hence an expense to the City. However, the cash out is deposited into a 401(a) plan for use by the employee for future medical costs. (The funds in the 401(a) can only be used for eligible medical costs.)

The actual cost in any given fiscal year depends on the number of eligible employees separating from service and each employee's unused sick leave bank. Unused sick and other leave time is accounted for as a liability on the City's financial statements. The Cash out of accumulated leave time reduces this liability and converts it to an expense at the time of separation.

The City anticipates some retirements in the Fire Department, with employees able to convert their sick leave hours to fund a 401(a) plan. These expenses will be tracked and upcoming quarterly budget reports will provide an accounting of the actual expense.

**SUMMARY**

The City currently has a tentative Side Letter Agreement between the Montebello Fire Management Association and the Montebello Firefighters Association regarding contributing 100% of the earned sick leave payoff hours upon separation into a 401(a) Retiree Health Savings Account plan pending approval by City Council. It is being requested that the City Council approve the Side Letter Agreements between the Montebello Fire Management Association and the Montebello Firefighters Association and authorize the City Manager and/or his designee to complete all necessary paperwork to formally establish the Retiree Health Savings Account with ICMA-RC. The City's intent is to provide this retirement benefit plan for all sick leave hours that have been earned by the employees of these Associations.

**ATTACHMENT(S)**

- A. Side Letter Agreement-Montebello Fire Management Association
- B. Side Letter Agreement-Montebello Firefighters Association

# ATTACHMENT A

## **SIDE LETTER OF AGREEMENT** **Between THE CITY OF MONTEBELLO** **and**

### **THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION**

WHEREAS, the City of Montebello ("City") and The Montebello Fire Management Association ("MFMA") are parties in a Resolution regarding Sick Leave Pay Off Upon Separation.

WHEREAS, the current Resolution includes a provision in Section 9 regarding Sick Leave Pay, upon separation from the City, sick leave hours over the threshold of 432 hours will be paid off at the rate of half of the current base rate of pay. If the employee has 1440 hours of more of sick leave banked upon separation, the bank in its entirety will be paid off at the rate of half of the current base rate of pay.

WHEREAS, the City desires to offer the MFMA a 401(a) Retiree Health Savings Account plan to contribute upon separation from City employment to the plan at a rate of 100% of the unused sick leave balance.

THEREFORE, the Parties acknowledge and agree to the following:

The City will contribute upon separation 100% of the unused Sick Leave balance to a 401(a) plan at the normal age of retirement and at the maximum contribution limit amount set by the IRS. Upon reaching the maximum amount set by the IRS for the calendar year the City will pay out the remaining to the employee at current base rate of pay.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Conrad Lopez, President

CITY OF MONTEBELLO

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
René Bobadilla, City Manager

**SIDE LETTER OF AGREEMENT**  
**Between THE CITY OF MONTEBELLO**  
**and**  
**THE MONTEBELLO FIREFIGHTERS ASSOCIATION**

WHEREAS, the City of Montebello ("City") and The Montebello Firefighters Association ("MFA") are parties in a Memorandum of Understanding regarding Sick Leave Pay Off Upon Separation.

WHEREAS, the current Memorandum of Understanding includes a provision, Section 13 regarding Sick Leave Pay, upon separation from the City, sick leave hours over the threshold of 432 hours will be paid off at the rate of half of the current base rate of pay. If the employee has 1440 hours of more of sick leave banked upon separation, the bank in its entirety will be paid off at the rate of half of the current base rate of pay.

WHEREAS, the City desires to offer the MFA a 401(a) Retiree Health Savings Account plan to contribute upon separation from City employment to the plan at a rate of 100% of the unused sick leave balance.

THEREFORE, the Parties acknowledge and agree to the following:

The City will contribute upon separation 100% of the unused Sick Leave balance to a 401(a) plan at the normal age of retirement and at the maximum contribution limit amount set by the IRS. Upon reaching the maximum amount set by the IRS for the calendar year the City will pay out the remaining to the employee at current base rate of pay.

MONTEBELLO FIREFIGHTERS ASSOCIATION

BY: \_\_\_\_\_  
Craig Barker, President

DATE: \_\_\_\_\_

CITY OF MONTEBELLO

BY: \_\_\_\_\_  
René Bobadilla, City Manager

DATE: \_\_\_\_\_

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

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

**BY:** Fernando Pelaez, Fire Chief

**SUBJECT:** **Authorization to enter into Memorandum of Agreement with the Gateway Cities Council of Government for the Implementation of the Innovation Plan**

**DATE:** November 18, 2020

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**RECOMMENDATIONS:**

It is recommended that the City Council:

- 1) Approve a Professional Service Agreement 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 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

**BACKGROUND**

The Gateway Cities Council of Governments (GCCOG) is a joint powers authority comprised of twenty-seven participating cities ("Gateway Cities") [including the City of

**AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION OF THE INNOVATION PLAN**

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Montebello (“City”)], the County of Los Angeles (“County”), and other local agencies. The GCCOG advocates for regional and member interests, and develops and manages regional programs to support its member jurisdictions, with a goal of maximizing the quality of life and productivity of our area. The GCCOG Initiatives and Projects includes Housing and Homeless Prevention to work regionally to support Gateway Cities in their goal to end homelessness.

On November 12, 2019, the County Board of Supervisors unanimously approved the framework described in the October 28, 2019 Los Angeles County Chief Executive Office – Homeless Initiative (CEO-HI) Board Memo and allocated \$6 million in County Measure “H” funds to be routed through Council of Governments (COGs). Measure “H” funds enable cities to support activities that align with the approved Homeless Initiative Action Plan to Prevent and Combat Homelessness. In addition, the Board of Supervisors authorized the CEO-HI to execute and/or amend COG contracts to implement the Innovation Framework (“Innovation Plan”), and received \$2,057,235 in “Innovation Funds” (“Funds”).

On April 22, 2020 the City of Montebello Fire Department (“Fire Department”) submitted a proposal to the Gateway Cities Ad Hoc Committee on Homelessness to access funding for the Innovation Plan. The Fire Department submitted an application and scope of work outlining its proposed activities, approach, and budget to launch the Montebello Community Assistance Program (“MCAP”). On September 2, 2020, the GCCOG Board approved the Innovation Plan and Budget, and selected the Fire Department’s MCAP along with four (4) other agencies’ proposals to execute the Innovation Plan.

The City was awarded funds by GCCOG in the amount of \$463,093 (with a funding period of October 7, 2020 through June 30, 2021). The proposed Professional Services Agreement (attached hereto in substantial form as Attachment “A”) between the City and GCCOG, includes an outline of the duties and responsibilities of all parties, the budget, program goals, tasks and eligible expenditures (outlined in Attachment “A,” Exhibit “A”) that will be utilized to implement the City’s MCAP comprised of a field-based team to include a Firefighter/Paramedic (1.0 FTE), Social Worker (1.0 FTE), a Field-Based Case Coordinator (Case Manager) (1.0 FTE) and a Housing Navigator (1.0 FTE); including program implementation, data collection and reporting. The City’s core responsibilities include participating in regular working group meetings and other regional coordination meetings, abiding by approved procurement processes, administering contracts and programs, submitting monthly invoices and reports, and submitting deliverables as

**AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION OF THE INNOVATION PLAN**

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required. GCCOG's responsibilities include administering and managing regional programs, reviewing and paying eligible invoices within thirty (30) days of approval, reviewing and approving procurement processes, and providing regional coordination through meetings and calls.

This is a reimbursement-type funding, GCCOG will reimburse the City (acting as the "Consultant") for eligible, related expenses of up to \$463,093. On September 9, 2020, City Council of the City of Montebello approved two (2) new job classifications and amended the Table of Organization to add a Social Worker and Field-Based Case Coordinator in the Fire Department—with the intent to carry out the required responsibilities for this type of funding.

The purpose of this Innovation Funding is to implement innovative approaches designed to address the needs of those experiencing homelessness, promote community collaboration, build capacity to address homelessness, implement regional approaches, and create a mechanism to collect, review, and analyze data to increase understanding of the impact of homelessness and develop strategies that better address the local needs. Utilizing this funding, the Fire Department will be implementing a local government driven effort in partnership with community-based organizations and local healthcare providers working with surrounding cities. There will be a focus on community capacity building efforts around mental health and supportive services for those who are experiencing high rates of homelessness.

The MCAP team will serve people experiencing homelessness, address complex medical/health conditions, mental health and/or substance abuse disorders (including those that are frequent users of the local emergency room) with evidence-based treatment and impactful system navigation services. The goal of the project is to empower individuals with resources to end chronic homelessness, provide intensive care management services, behavioral health support, and increase access to the Coordinated Entry System (CES) to assist with housing for individuals who are experiencing homelessness and raising awareness among local leaders, community residents and providers to decrease social stigma surrounding homelessness.

As part of the City's efforts to address homelessness and affordable housing (and as further outlined in the City's *Plan to Prevent and Combat Homelessness (2018-2021)* adopted by the City Council in 2018), the funding offers an opportunity to support the outlined goals and objectives identified in the plan.



**AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION OF THE INNOVATION PLAN**

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The funding here also requires a full-time (1.0 FTE) Housing Navigator/Case Manager specializing in housing opportunities for people experiencing homelessness, including the provision of intensive housing case management services such as linkages to emergency shelters, and other housing supportive services. For this reason, Staff is requesting City Council consider approval of a separate, sole-source, Professional Service Agreement with PATH who will partner with the City as a Subconsultant providing assistance as the Lead in the Coordinated Entry System (CES) for Service Provider Area (SPA) 7-East (“SPA 7-East”) for the City’s MCAP. A CES Lead streamlines the process of finding housing for those who are chronically homeless, driven by the goal of housing the most vulnerable and at-risk individuals first.

Pursuant to Montebello Municipal Code Section 3.21.025, the City has the authority to forgo formal bidding procedures and contract for professional services when such services can only be obtained from a single source. PATH is a 501(c)(3) nonprofit organization with over 35 years of experience serving SPA 7-East homeless population. The City is part of SPA 7-East. PATH has demonstrated expertise in the services required in the model being implemented and serves as the Los Angeles County’s SPA 7-East CES Lead.

The PATH Professional Services Agreement value is expected to total \$100,000 in FY 2020-21 with a total value not-to-exceed \$200,000 over the initial two-year term; contingent upon ongoing Grant funding. A draft Professional Services Agreement is attached hereto in substantial form.

**ENVIRONMENTAL**

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

**AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION OF THE INNOVATION PLAN**

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**FISCAL IMPACTS**

The GCCOG Professional Services Agreement states that the City will be reimbursed up to \$463,093 for expenses related to the homeless field-based program. The FY 2020-21 adopted budget will be amended, by increasing appropriations by \$463,093 in an appropriate account in Fund 265 (Grants, Account Nos. 265-85-851-6040.95, Other Professional Services and 265-99-4198.93, GCCOG Homeless Grant, Revenue). Staff will track expenses, and per the Service Agreement, request reimbursement as necessary.

**SUMMARY**

The City Council is asked to consider: (i) approving a Professional Services Agreement between the City and GCCOG attached hereto in substantial form (Attachment “A”); (ii) authorizing the City Manager to enter into the Service Agreement with GCCOG for the purpose of providing funding for the planning and implementation of the City’s MCAP Innovation Plan; (iii) approving a sole-source, Professional Service Agreement with PATH attached hereto in substantial form (Attachment “B”); (iv) authorizing the City Manager to enter into a sole-source Professional Source Agreement with PATH for housing and homeless services; and (iv) amending the FY 2020-21 budget by increasing appropriations by \$463,093 in an appropriate account in Fund 265 (Grants).

**ATTACHMENT(S):**

A – Executed Professional Services Agreement with Gateway Cities Council of Governments’ (GCCOG)

B - Draft Professional Services Agreement with PATH

**GATEWAY CITIES COUNCIL OF GOVERNMENTS  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
CITY OF MONTEBELLO FOR IMPLEMENTATION OF  
THE GATEWAY CITIES INNOVATION PLAN**

This Professional Services Agreement ("Agreement") is made and effective as of October 7, 2020 ("Effective Date"), by and between the Gateway Cities Council of Governments, a California joint powers authority, ("GCCOG") and City of Montebello, a California municipal corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. TERM**

This Agreement shall commence on October 7, 2020 and shall remain and continue in effect until the services described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

**II. SERVICES**

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

**III. PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

**IV. GCCOG MANAGEMENT**

GCCOG's Executive Director or designee shall represent GCCOG in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

**V. PAYMENT**

- A. GCCOG agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Four Hundred

Sixty Three Thousand Ninety Three dollars (\$463,093.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by GCCOG's Executive Director or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by GCCOG and Consultant at the time GCCOG's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If GCCOG disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

**VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. GCCOG may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If GCCOG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, GCCOG shall pay to Consultant the actual value of the Services performed up to the time of termination, unless GCCOG disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to GCCOG pursuant to Section V.

**VII. DEFAULT OF CONSULTANT**

If GCCOG determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GCCOG shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present GCCOG with a written plan for the diligent cure of default if such default cannot be cured within seven days, GCCOG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **VIII. OWNERSHIP OF DOCUMENTS**

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by GCCOG that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of GCCOG or its designees at reasonable times to such books and records; shall give GCCOG the right to examine and audit said books and records; shall permit GCCOG to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of GCCOG and may be used, reused, or otherwise disposed of by GCCOG without the permission of Consultant. With respect to computer files, Consultant shall make available to GCCOG, at the Consultant's office and upon reasonable written request by GCCOG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to GCCOG all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

## **IX. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless GCCOG and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

### **B. Duty to Defend**

In the event GCCOG, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding

("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by GCCOG, Consultant shall defend GCCOG at Consultant's sole cost, or at GCCOG's option, to reimburse GCCOG for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by GCCOG for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless GCCOG shall not extend to GCCOG's sole or active negligence. In the event of any dispute between Consultant and GCCOG as to whether liability arises from the sole or active negligence of GCCOG or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for GCCOG's defense until such time as a final judgment has been entered adjudicating GCCOG as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

#### **X. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

#### **XI. INDEPENDENT CONTRACTOR**

- A. Consultant is and shall at all times remain as to GCCOG a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither GCCOG nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of GCCOG. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against GCCOG, or bind GCCOG in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, GCCOG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for GCCOG. GCCOG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**XII. LEGAL RESPONSIBILITIES**

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. GCCOG, and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**XIII. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of GCCOG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of GCCOG has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling GCCOG to any and all remedies at law or in equity.

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of GCCOG, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without GCCOG's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from GCCOG's Executive Director or designee, or unless requested by GCCOG's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the GCCOG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives GCCOG notice of such court order or subpoena.
- B. Consultant shall promptly notify GCCOG should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed

hereunder or the GCCOG, unless the GCCOG is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing GCCOG of such Discovery. GCCOG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless GCCOG is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with GCCOG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, GCCOG's right to review any such response does not imply or mean the right by GCCOG to control, direct, or rewrite said response, or that GCCOG has an obligation to review any such response or verifies any response it has reviewed.

#### **XVI. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

|           |                                                                                                                                           |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|
| To GCCOG: | Gateway Cities Council of Governments<br>16401 Paramount Boulevard<br>Paramount, CA 90723<br>Attention: Nancy Pfeffer, Executive Director |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|

|                |                                                                                                       |
|----------------|-------------------------------------------------------------------------------------------------------|
| To Consultant: | Rene Bobadilla, City Manager<br>City of Montebello<br>1600 West Beverly Blvd.<br>Montebello, CA 90640 |
|----------------|-------------------------------------------------------------------------------------------------------|

#### **XVII. ASSIGNMENT**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of GCCOG. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only City of Montebello shall perform the Services described in this Agreement, unless otherwise agreed to by GCCOG. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the GCCOG and Consultant. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide GCCOG with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such



subconsultant which shall include and indemnity provision similar to the one provided herein and identifying GCCOG as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from GCCOG for such insurance.

**XVIII. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

**XIX. GOVERNING LAW**

GCCOG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over GCCOG.

**XX. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XXI. AUTHORITY TO EXECUTE THIS AGREEMENT**

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

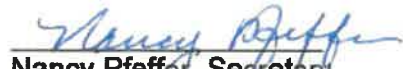
CONSULTANT



Rene Bobadilla, City Manager  
GATEWAY CITIES  
COUNCIL OF GOVERNMENTS

  
Maria Davila, Board President

ATTEST:

  
Nancy Pfeffer, Secretary

APPROVED AS TO FORM:

  
Ivy M. Tsai, General Counsel

|              |           |                        |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Tasks to Be Performed  |
|              | Exhibit B | Payment Schedule       |
|              | Exhibit C | Insurance Requirements |

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

#### **City of Montebello - Montebello Community Assistance Program (MCAP) Statement of Work for Implementation of the Gateway Cities Innovation Funds**

##### **I. Overview**

- A Field Based Team (MCAP) will be launched and will conduct outreach in City of Montebello, the City Commerce, River Bed (City of Pico Rivera and Montebello).

##### **II. Targeted Outcomes**

- A minimum of 300 people will be served through outreach activities, from conducting street outreach, and referrals from local hospital (ER), 911 calls identified by firefighters/paramedic serving a homeless individual, service providers and/or local residents via (My Montebello App) and phone.
- Project will be implemented from October 1, 2020-through June 30, 2021.

## EXHIBIT A - Continued

### III. Key Activities and Metrics

#### **5. The Montebello Community Assistance Program (MCAP) Project**

MCAP is a field-based outreach and services model, staffed by a Firefighter/Paramedic (1.0 FTE), Social Worker (1.0 FTE), Case Manager (1.0 FTE) and Housing Navigator (1.0 FTE) that in partnership with people experiencing homelessness, will address complex medical/health conditions, mental health and/or substance abuse disorders (including those that are frequent users of the local emergency room) with evidence-based treatment and impactful system navigation services. The goal of the project is to empower individuals with resources to end chronic homelessness provide intensive care management services, behavioral health support, and Coordinated Entry System (CES) to assist with housing for individuals who are experiencing homelessness and raising awareness among local leaders, community residents and providers to decrease social stigma.

| <b>Key Activities</b>                                                                                                                                                                                                                                                                                                                  | <b>Performance Metrics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Timeline</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Planned Outcomes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>5.1 A Field Based Team (MCAP) will be launched and will conduct outreach.</p> <p>5.2 300 unduplicated outreach face-to-face contacts will be documented via MCAP Outreach Mobile App, Homeless Management Information System (HMIS) – Clarity</p> <p>1.1 Provide educational materials and agency information when appropriate.</p> | <p>A minimum of 300 people will be served through outreach activities, from conducting street outreach, and referrals from local hospital (ER), 911 calls identified by firefighters/paramedic serving a homeless individual, service providers and/or local residents via (My Montebello App) and phone.</p> <p>The Outreach Report will be prepared with the data collected via the documentation (Case Manager Report) and data collection from MCAP App and HMIS. The program will prepare and submit a quarterly report with number of unduplicated participants and basic demographics.</p> | <p>Project will be implemented from July 1, 2020- through June 30, 2021</p> <p>Quarterly Reports:</p> <p>July 1-September 30<br/>October 1- December 31<br/>January 1-March 31<br/>April 1- June 30</p> <p>By August 1, 2020 the project (with its partners) will have develop a mechanism that will include a description of specific measures and data analysis methods that are currently in place and/or those to be delivered to ensure the collection and reporting of the required data is accurately collected and maintained.</p> | <p>The objective of conducting outreach is to increase awareness and access to resource information to 100% of those encountered.</p> <p>The project expects to increase the use of County and local social support services agencies by 50% of the total number of outreach encounters for individuals facing homelessness.</p> <p>The project expects to enroll 25% of those with identified high acuity into MCAP and provide case management services to 75 participants.</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Document resources provided on data form and submit data in quarterly report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>5.3 The MCAP Field Based Team will enroll, and provide intensive case management to 75 individuals experiencing high acuity needs.</p> <p>5.5.2 A minimum of 75 enrolled participants will receive a comprehensive assessment (The assessment includes: history of homelessness, factors impacting housing, mental health, substance abuse, financial, legal, health, and social support). 100% of all participants will have a completed assessment in their client chart; the assessment will be completed within the 15 days (2-weeks) of initial enrollment.</p> <p>5.6 Team will have bi-weekly project meetings</p> | <p>Each enrolled participant (100% of the total number of participants' enrolled will be linked via a warm-hand off) will be linked to the Housing Navigator.</p> <p>Throughout the project the data will be maintained and documented (assessment, progress notes, follow-ups, updated plan) in a participant chart and HMIS.</p> <p>The projects' partner agency shall agree to participate in bi-weekly regular learning meetings where data and progress will be reviewed to determine progress toward achieving the goals of this project. These meetings shall serve as the basis for learning and for making any mid-course service corrections to improve the delivery of service and make documented modifications to project.</p> | <p>The project is implemented from July 1, 2020 through June 30, 2021</p> <p>Quarterly Reports:</p> <p>July 1-September 30<br/>October 1- December 31<br/>January 1-March 31<br/>April 1- June 30</p> <p>Bi-weekly meetings (on-going until June 30, 2021)</p> | <p>The objective of the project is to ensure regular and ongoing monitoring of progress through the use of case management services, case conferences, and with the use of a client-centered approach to support a person impacted by homelessness or at risk of homelessness to integrate their treatment with the housing process, by decreasing challenges.</p> <p>The project expects to serve 75 participants. 100% will be provided a comprehensive assessment to better understand the unique needs, increase protective factors, increase support to address trauma, and establish confirmed linked referrals to the appropriate county and housing programs/services.</p> |
| 5.7 Link 75 enrolled individuals that are participating in the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Number of enrolled participants (75) will have completed a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | The project is implemented from July 1,                                                                                                                                                                                                                        | By the end of the project, the outcome will be to have                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| <p>program to the Housing Navigator (Housing Case Manager) to be new or re-engage lost to follow-up participants into the Coordinated Entry System (SPA 7 CES).</p> <p>5.8 100% of the Linkages to housing services will be done via a warm-hand off.</p> <p>5.9 Link 30% of the 75 enrolled into housing services or 25 participants will be linked to a some type of permanent supportive housing</p> <p>5.10 Field-Based Team will have access to HMIS-Clarity to document participant information within 24-48 hours of last encounter.</p> | <p>housing assessment (CES assessment)</p> <p>Maintain data collection up-to-date</p> <p>Number of participants enrolled into Housing Services ( 30% of individuals in the process of being in some type of housing or treatment program (22 participants)</p> <p>Housing Navigator/Case Manager will maintain data in HMIS- Clarity and report on all enrolled active participants in caseload.</p> <p>Data will report on the number of participants self-reporting experiencing mental health and/or substance use. Data and demographic information will be maintained in the case management system.</p> | <p>2020 through June 30, 2021</p> <p>Quarterly Reports:</p> <p>July 1-September 30<br/>October 1- December 31<br/>January 1-March 31<br/>April 1- June 30</p> <p>Data is maintained throughout the project in client reporting system to ensure quarterly reporting is accurate and up-to-data.</p> | <p>housed 25 individuals experiencing homelessness, including mental health and substance use. Improve access and housing services, through strategies to improve engagement and the chances of housing placement into permanent supportive housing or some type of housing.</p> <p>The project will successfully place 30% of the active enrolled participants into some type of housing or program that will assist them to get off the streets and continue treatment/services that will benefit their success to permanent housing.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**EXHIBIT B**  
**PAYMENT SCHEDULE**

Consultant shall receive compensation for work performed in accordance with Exhibit A as follows:

**Budget \$463,093.**

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of GCCOG, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to GCCOG.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to GCCOG, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of GCCOG, its officers, agents, employees, and volunteers.

#### Other provisions or requirements

**Proof of insurance.** Consultant shall provide certificates of insurance to GCCOG as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by GCCOG's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with GCCOG at all times during



the term of this Agreement. GCCOG reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by GCCOG shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of GCCOG before the GCCOG's own insurance or self-insurance shall be called upon to protect it as a named insured.

**GCCOG's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, GCCOG has the right but not the duty to obtain the insurance it deems necessary and any premium paid by GCCOG will be promptly reimbursed by Consultant or GCCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, GCCOG may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the GCCOG's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against GCCOG, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against GCCOG, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the GCCOG to inform Consultant of non-compliance with any requirement imposes no additional obligations on the GCCOG nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, GCCOG 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 GCCOG.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to GCCOG with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that GCCOG and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to GCCOG and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to GCCOG for review.

**GCCOG's right to revise specifications.** GCCOG reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, GCCOG and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by GCCOG. GCCOG reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by GCCOG.

**Timely notice of claims.** Consultant shall give GCCOG prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

**CITY OF MONTEBELLO  
PROFESSIONAL SERVICES AGREEMENT NO. \_\_\_\_\_  
BY AND BETWEEN CITY OF  
MONTEBELLO  
AND  
PATH (People Assisting the Homeless)  
CONSULTANTS**

THIS AGREEMENT ("Agreement") is made and entered into on 11/05, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and [PATH (People Assisting the Homeless)] (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 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 herein below ("Effective Date"), and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

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

## **SECTION 3. PERFORMANCE.**

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

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

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

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

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

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

#### **SECTION 4. WORK PRODUCT.**

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

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

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

#### **SECTION 5. EXTRA SERVICES.**

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

#### **SECTION 6. CITY SUPERVISION.**

The City Administrator shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's

compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Administrator.

#### **SECTION 7. TERMINATION.**

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

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

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

#### **SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.**

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

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

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

**SECTION 10. INDEPENDENT CONTRACTOR.**

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

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

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

**SECTION 11. PERS ELIGIBILITY INDEMNITY.**

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

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



## **SECTION 12. LEGAL RESPONSIBILITIES.**

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

## **SECTION 13. INDEMNIFICATION.**

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

## **SECTION 14. INSURANCE COVERAGE.**

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

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

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

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

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

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

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

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

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

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

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

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

#### **SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.**

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

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

**SECTION 16. NO WAIVER.**

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

**SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.**

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

**SECTION 18. ATTORNEY'S FEES AND COSTS.**

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

**SECTION 19. WARRANTIES.**

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

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

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

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

**SECTION 20. MISCELLANEOUS.**

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction 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 ADMINISTRATOR  
City of Montebello  
1600 West Beverly Boulevard  
Montebello, California 90640

CONSULTANT  
PATH (People Assisting the Homeless)  
340 North Madison Ave  
Los Angeles, CA 90004

**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, P.E.  
City Manager

\_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Irma Barajas  
City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney

## Exhibit "A" Scope of Services



### Intensive Housing Navigator/Outreach Case Manager Spa 7 City of Montebello Community Assistance Program (MCAP) Job Description

---

PATH's mission is to end homelessness for individuals, families, and communities. We do this by building affordable rental homes and providing supportive services throughout California.

#### PATH's Values

**Empowerment for All:** We provide the resources for our community of partners and the people we serve, and invest in our team to work together to achieve success in ending homelessness.

#### What is an Intensive Street Case Manager?

The Case Manager position is the heart of our work at PATH. The Case Manager will work to provide outreach, linkage, and retention services to individuals experiencing homelessness.

**Creative Collaboration:** We strategically align resources with others while utilizing the knowledge and expertise of our team.

**Passionate Commitment:** We advocate for solutions, promote adaptability, implement best practices, and inspire others to reach their goals.

**Strategic Leadership:** We identify opportunities and remove barriers to operate effectively and efficiently.

This position is responsible for providing field based, direct

client services alongside a team of case managers, housing locators, and community providers. Case management services include, but are not limited to, outreach/ engagement, case management assessment and service planning, mainstream entitlement application, PHA subsidy and other county subsidy application, housing location, coordinating needed health services, and addressing all psychosocial service needs to stabilize clients in housing, reduce functional, health and mental health barriers, and promote recovery and community integration. Based on education and experience, this position may require individual to provide support and mentorship to team regarding psychosocial assessments, other documentation and appropriate services.

The Intensive Housing Navigator/Outreach Case Manager at the city of Montebello MCAP Team, will participate in daily outreach to those experiencing homelessness in the city of Montebello. The MCAP Team will be working along with medical providers, substance use specialists, and mental health specialists using the MCAP Street Outreach Integrated Care approach, the team will provide outreach and engagement services to conduct case management interventions to quickly assess and link participants to long term housing, health, mental health and other supportive services. The MCAP Case Managers at Montebello shall serve as the central point of contact through which care and services are coordinated during the period of time that individuals in Montebello, as well as retention services once in housing. PATH staff will assist individuals to get prepared and work towards housing readiness and



stability and shall be flexible in order to do whatever it takes to meet the needs of homeless individuals. The intensity of services shall be regularly monitored and adjusted based on each individual's level of functioning and acuity of needs.

PATH is a \$50M+ non-profit provider of shelter and supportive services for the homeless with locations throughout Southern California, Santa Barbara, and San Jose, primarily serving veterans, families, and the chronically homeless. Funding comes from government agencies, foundations, and individuals, and we currently have over 100 grants from over 30 funders. PATH Ventures (PV) is a non-profit developer of permanent supportive housing with projects located throughout Southern California. PV possesses an ownership interest via limited partnerships in over a dozen residential communities plus several projects in active predevelopment.

**Make a Difference through Action** The following reflects management's definition of essential functions for this job but does not restrict the tasks that may be assigned. Management may assign or reassign duties and responsibilities to this job at any time due to reasonable accommodation or other reasons. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

- Provides field based/ mobile case management services in the areas of, but not limited to: Independent living skills, housing stabilization, money management, community integration, employment linkage, benefits establishment, and linkage to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching their treatment plan goals.
- Provide strengths-based case management and service coordination services designed to assist clients in obtaining and maintaining stable housing.
- Develop individualized treatment plan in collaboration with client addressing short-term and long-term goals.
- Provide on-going case management support to assess progress and ensure treatment plan outcomes are met or changed as needed.
- Conduct crisis and risk assessments in consultation with supervisor/ team or LCSW.
- Provide crisis intervention services focused on enhancing the clients' ability to independently problem solve, utilize effective coping skills, and manage and self-coordinate own care.
- Utilize evidence-based practices in service delivery such as intensive case management, Motivational Interviewing, Harm Reduction, Critical Time Intervention and Housing First practices
- May provide participants with individual and group therapy as needed

#### **Documentation**

- Maintain documentation standards as set forth by the program contract and PATH policies, including maintaining compliance with HIPAA policies and practices
- Complete progress notes on every face to face/ telephone contact with client or collateral contact by the next business day at 5pm
- Complete intake, assessment, service plans in coordination with client and within the documentation standards set forth by the program contract and PATH

#### **What You Bring**

- Maintain and execute confidential information according to HIPAA standards
- Demonstrated knowledge and or experience with case management techniques, including critical time intervention, harm reduction strategies, crisis intervention techniques and motivational interviewing
- Flexible work schedule to include some evenings and/or weekends as needed
- HMIS experience preferred
- Possesses a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs

- Ability to work independently and within a team environment and exercise mature judgment
- Ability to provide community and in-home based services on a regular basis
- Strong written and verbal communication skills
- Highly motivated self- starter with the ability to coordinate multiple projects/ tasks simultaneously in a high-pressure environment

### Mandatory Requirements

- Employment eligibility verification
- Valid driver's license and auto insurance
- Reliable transportation
- Tuberculosis test
- Successful completion of background screening & drug test
- Ability to work flexible hours which may include evenings or weekends
- MSW/ACSW required

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

In the course of performing the job, this position typically spends time sitting, standing, climbing stairs, walking, carrying (20lbs), and lifting (20lbs). Coordinate multiple tasks simultaneously. Perform some repetitive motion activities. Operate a computer keyboard, adding machine, firm/strong grasping. Make and receive telephone calls. Daily use of general office equipment copier, fax machine, 100% office setting.

**Work Environment** You may be in contact with individuals and families in crisis who may be ill, using substances and/or not attentive to personal health and safety for themselves. The employee may experience a number of unpleasant sensory demands associated with the client's use of alcohol and drugs, and the lack of personal care. The employee must be ready to respond quickly and effectively to many types of situations, including crisis situations and potentially hostile situations.

### Other Details

**Emphasis:** Case Management  
CA Programs

**Level:** III

**Classification:** Full Time

**FLSA:** Non Exempt

**Reports to:** Program Manager

**Department:** South County based works out of Montebello,

**Location:** Long Beach and Montebello

**Compensation:** 43000

**Supervisory responsibilities:** No

*I, the undersigned, certify that I am able to meet the qualifications of the job for which I am employed as stated in the job description, and that I can meet the physical requirements with or without reasonable accommodations. I also acknowledge that the duties listed in the job description are non-exhaustive and that any and all duties assigned to me by the agency are my obligation to perform, without any alteration of the at-will policy as forth in our company handbook.*

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

DRAFT

**Exhibit "B"**  
**Schedule of Performance**

DRAFT

DRAFT

**Exhibit “C”**  
**Schedule of Compensation**

| PATH Outreach Services 6 Month & Annual Budget                                                            |                 |               |            |                 |
|-----------------------------------------------------------------------------------------------------------|-----------------|---------------|------------|-----------------|
| Personnel Expenses                                                                                        |                 |               |            |                 |
| Title                                                                                                     | FTE             | Annual Salary |            | Annual Cost     |
| Outreach Coordinator (J. Gloer)                                                                           | 0.25            | \$60,000      |            | \$15,000        |
| Case Manager (TBH)                                                                                        | 1               | \$42,000      |            | \$42,000        |
| Total Staff                                                                                               | 1.25            |               |            |                 |
| Total Salaries                                                                                            |                 |               | \$0        | \$57,000        |
| Benefit Rate                                                                                              | 28%             |               |            | \$15,960        |
| <b>Total Salaries &amp; Benefits</b>                                                                      |                 |               | <b>\$0</b> | <b>\$72,960</b> |
| Operations Expenses                                                                                       |                 |               |            |                 |
| Description                                                                                               | Number of Units | Cost per Unit |            | Annual Cost     |
| Client Temporary Financial Assistance<br>(Emergency Assistance, Placement, Family Reunification, Storage) | 50              | \$250         |            | \$12,500        |
| Occupancy                                                                                                 | City Office     |               |            | \$0             |
| IT & Network                                                                                              | City System     |               |            | \$0             |
| Insurance - Employee                                                                                      | 1.25            | \$250         |            | \$313           |
| Supplies - Office                                                                                         | City Supplies   | \$0           |            | \$0             |
| Mileage, Parking, Transit, Ride Share                                                                     | 1500            | \$0           |            | \$1,500         |
| Equipment - Cell Phone                                                                                    | 1.25            | \$200         |            | \$250           |
| Equipment - Computer                                                                                      | 1.25            | \$850         |            | \$1,063         |
| Staff Onboarding & Annual Training                                                                        | 1.25            | \$200         |            | \$250           |
| <b>Total Operating Expenses</b>                                                                           |                 |               | <b>\$0</b> | <b>\$15,875</b> |
| Program Administration                                                                                    |                 |               |            |                 |
| Indirect rate (Admin Overhead)                                                                            |                 |               |            | 10%             |
| <b>Total Program Administration</b>                                                                       |                 |               |            | <b>\$9,949</b>  |
| <b>Total Program Expenses</b>                                                                             |                 |               | <b>\$0</b> | <b>\$98,784</b> |

**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:** Young-Gi Kim Harabedian, Director of Transportation

**SUBJECT:** **Authorize the Filing of an Application with Southern California Association of Governments (SCAG) to Receive Funding from the Sustainable Communities Program Grant**

**DATE:** November 18, 2020

---

**RECOMMENDATION**

It is recommended 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.

**BACKGROUND**

If awarded, the Sustainable Communities Program grant ("Grant") will fund a comprehensive, First-Mile / Last-Mile Master Plan (Master Plan) that will identify various means of improving how residents travel from either their home to a bus stop (first-mile) or from the bus stop to their final destination (last-mile). The first and last mile of any journey using public transportation poses a barrier for many because it often requires traveling on foot through built environments that are not designed for pedestrians.

Possible improvements that could be identified in the City's Master Plan include investing in micro-mobility options, improving dangerous intersections near major transit hubs, improving street lighting near bus stops, and repairing damaged sidewalks that are not American with Disabilities Act (ADA) accessible.

**FISCAL IMPACT**

There is no fiscal impact related to the filing of an application for the Grant. Should the City be successful and receive the grant funding, subsequent City Council action will be required to appropriate the grant funds. Staff will follow up with a related agenda report and action at that time. The maximum funding awarded for this category is \$250,000.

**SUMMARY**

Staff is recommending that the City Council consider authorizing the filing of an application with the Southern California Association of Governments (SCAG) to receive funding from the Sustainable Communities Program Grant for the funding of a First-Mile / Last-Mile Master Plan.



**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 an Agreement to Media Management Consultants Corporation for the Montebello Bus Lines Advertising Program, RFP No. 20-16**

**DATE:** November 18, 2020

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**RECOMMENDATION**

It is recommended that the City Council:

- 1) Award an Agreement 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.

**BACKGROUND**

On August 13, 2020, the Transit Department, issued a Request for Proposal (RFP), No. 20-16 (Attachment C), for Advertising Program Service. The RFP was developed to ensure that the successful bidder will provide advertising services that are aligned with Montebello Bus Line's (MBL's) goals while generating revenue.

The overall objective of this RFP was to select a company that can provide a "turnkey system;" to market, install, service, and maintain visual eye-catching advertisements on MBL's fleet of 66 buses and bus stops. Using PlanetBids.com, Transittalent.com, and The Wave publication, the City posted RFP 20-16 seeking a vendor to administer MBL's advertising program.

On September 1, 2020, MBL hosted a pre-proposal meeting. Thereafter, questions by potential proposers were submitted electronically, and the corresponding answers were published using the City's advertising platform, PlanetBids.com.

**Award an Agreement to Media Management Consultants Corporation for Montebello Bus Lines Advertising Program, RFP No. 20-16**

Page 2 of 3

**ANALYSIS**

MBL is seeking a qualified contractor for an initial three (3) year term, with the option for renewal of up to two (2) one-year terms. The City received a proposal from Media Management Consultants Corporation (MMCC) on September 24, 2020, that highlighted MMCC's extensive knowledge and experience in the advertising industry that can be advantageous to MBL in the long-term.

MMCC submitted their Best and Final Offer (Attachment B) on October 15, 2020, that forecasts a favorable amount of revenue throughout the agreement term. Based on the proposal to undertake the Advertising Program, coupled with their advertising experience, staff is recommending the City Council award a contract to MMCC (Attachment A).

Per the proposed Agreement terms MMCC will remit to the City a monthly fee based on a percentage of the Minimum Annual Guarantee (MAG). RFP 20-16 indicated and required all bidders to identify the MAG which is based on the projected annual revenue. MMCC estimates the MAG to be 33% ("MAG Amount"). The monthly fee due to the City will therefore be calculated by splitting the MAG Amount between MMCC and the City—whereby the City will receive 50% of the MAG Amount for Year 1, and 55% for Year 2 and Year 3 as further shown below.

**FISCAL IMPACT**

The MAG is the guaranteed payment to the City based on the projected annual advertising revenue and the revenue percentage breakdown of advertising revenue to be received by MMCC and the City. MMCC estimates that all advertising will generate \$360,000 to \$480,000 in annual revenue. The MAG guarantees the City a favorable amount of revenue if the realized advertising revenue is low. Below is the percentage breakdown identified by MMCC to be used to calculate the monthly fee due to the City:

| <b>MONTHLY FEE CALCULATION</b>           |                                           |               |               |
|------------------------------------------|-------------------------------------------|---------------|---------------|
|                                          | <b>Percentage Split of the MAG Amount</b> |               |               |
|                                          | <b>Year 1</b>                             | <b>Year 2</b> | <b>Year 3</b> |
| <b>Montebello Bus Lines</b>              | 50%                                       | 55%           | 55%           |
| <b>Media Management Consulting Corp.</b> | 50%                                       | 45%           | 45%           |

**SUMMARY**

Staff is recommending that the City Council award a Professional Services Agreement to Media Management Consultants Corporation for the Montebello Bus Lines Advertising Program, RFP 20-16; and authorize the City Manager to carry out all necessary actions and execute a final contract on behalf of the City; and take such additional, related, an action that may be desirable.

**Award an Agreement to Media Management Consultants Corporation for Montebello Bus Lines Advertising Program, RFP No. 20-16**

Page 3 of 3

**ATTACHMENTS**

Attachment A: Draft Agreement

Attachment B: Media Management Consultants Corporation - Best and Final Offer

Attachment C: Request for Proposal (RFP), No. 20-16

# ATTACHMENT A

## CITY OF MONTEBELLO PROFESSIONAL SERVICES AGREEMENT NO. \_\_\_\_\_

### BY AND BETWEEN CITY OF MONTEBELLO

### AND

### MEDIA MANAGEMENT CONSULTANTS CORPORATION CONSULTANTS

THIS AGREEMENT ("Agreement") is made and entered into on November 18, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Media Management Consultants Services (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 managing the sales, placement, safe removal and disposal of all advertising products on CITY owned and operated assets.; 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 August 13, 2020 (RFP No. 20-16), 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.

C. CONSULTANT shall remit to CITY a monthly fee based on a percentage of the minimum annual guarantee ("Monthly Fee"). The minimum annual guarantee is estimated to be 33% of the projected annual revenue ("Minimum Annual Guarantee Amount"). The Monthly Fee shall be calculated by splitting the Minimum Annual Guarantee Amount between the CONSULTANT and CITY –whereby CITY will receive 50% of the Minimum Annual Guarantee Amount for Year One and 55% for Year 2 and Year 3. CITY may conduct an annual review and audit to verify that the CONSULTANT has met agreed upon terms of this Agreement.

D. The Monthly Fee shall be calculated at the end of each calendar month of the Term. CONSULTANT shall pay to CITY the Monthly Fee within fifteen (15) days after (i) the end of each calendar month. The Monthly Fee Payment shall be accompanied by a statement (i) identifying all advertisers on CITY owned/operated fixed route buses during the previous month, (ii) describing in detail the size of each identified advertiser's advertisement placed on CITY owned/operated assets and (iii) detailing the Monthly Advertising Revenue. CITY shall review such statements and notify CONSULTANT within ten (10) business days of any disputed CITY payment amounts.

## **SECTION 2. TERM.**

This Agreement shall commence on November 18, 2020 and shall expire in three (3) years, on November 17, 2023, unless terminated sooner as provided in Section 7 herein.

Thereafter, this Agreement may be extended for a maximum of two years, two (2) 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 the 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.

## **SECTION 7. TERMINATION.**

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

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

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

**SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.**

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

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

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

**SECTION 10. INDEPENDENT CONTRACTOR.**

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

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

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

**SECTION 11. PERS ELIGIBILITY INDEMNITY.**

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

B. Notwithstanding any other agency, state or federal policy, rule,



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

## **SECTION 12. LEGAL RESPONSIBILITIES.**

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

## **SECTION 13. INDEMNIFICATION.**

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

## **SECTION 14. INSURANCE COVERAGE.**

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

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

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

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

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

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

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

If to CONTRACTOR:        Media Management Consultants Corp.  
Jose Luis Padilla, CEO  
3301 Barham Boulevard Ste. 400  
Los Angeles, CA 90068

## **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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

City of Montebello  
("AGENCY")

Media Management Consultant Corporation  
("CONTRACTOR")

\_\_\_\_\_  
René Bobadilla, City Manager

\_\_\_\_\_  
Jose Luis Padilla, CEO

Date:

Date:

ATTEST:

\_\_\_\_\_  
Irma Barajas, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney





JOSE LUIS PAIDLIA, CEO

EDUARDO GOMEZ, SR. V.P.

OSCAR DUARTE, TREASURER/GSM

MEDIA MANAGEMENT CONSULTANTS CORP.  
MMCC

BEST AND FINAL OFFER  
BAFO

TO

ROHAN ANDERSON, MANAGEMENT ANALYST

CITY OF MONTEBELLO  
MBL, ADVERTISING SERVICES PROGRAM



To: Rohan Anderson, Management Analyst

From: Jose Luis Padilla, CEO  
Eduardo Gomez, SRVP  
Oscar Duarte, Treasurer/GSM

Mr. Anderson, on behalf of our team at Media Management Consultant Corp. we would like to thank you for allowing us the opportunity to submit a Best and Final Offer Letter (BAFO). We know that the terms of our BAFO are equitable and financially beneficial to both MBL and MMCC.

In this letter/memorandum we will address three issues that will clarify why MMCC is the best partner in the advertising space for MBL. The three issues include the following:

1. Revenue Split & Business Plan
2. Sales Strategy
3. How MMCC defines TURNKEY OPERATION, (Sales Experience and Qualifications)

#### **1. REVENUE SPLIT & BUSINESS PLAN**

In consideration of this opportunity we re-calculated the revenue split that it is equitable and financially beneficial for both entities. In this Financial Business Plan, we projected revenue numbers 3 Year term agreement between MBL & MMCC.

##### **Year 1.**

Revenue Split: MBL 50% & MMCC 50%

|                          |           |
|--------------------------|-----------|
| Total Revenue            | \$370,000 |
| Total Monthly Revenue    | \$30,875  |
| Total Monthly Expenses   | \$3,588   |
| Total Monthly Net        | \$27,288  |
| Total Monthly Split MBL  | \$13,644  |
| Total Monthly Split MMCC | \$13,644  |

Rationale for the 50/50 Split, is based on the fact that we are treating this opportunity like a **STARTUP**. Unfortunately, even though the MBL has been active in the advertising space in prior years, we have no historical data to the veracity of its advertising value within the space. To launch this operation, it will require more resources than normal, since we have to build from ground zero. MMCC took into consideration your invitation to submit a BAFO hence we increase the original proposed split to MBL from 45% to 50%, 5% percent increase to MBL's favor. In addition, we looked at our sales projections and increased total billing by \$120,691 in three years. Year 1 we increase the billing by \$37,050.

##### **Year 2.**

Revenue Split: MBL 55% & MMCC 45%

|                       |           |
|-----------------------|-----------|
| Total Revenue         | \$398,288 |
| Total Monthly Revenue | \$33,190  |

|                              |          |
|------------------------------|----------|
| Total Monthly Expenses       | \$4,319  |
| Total Monthly Net            | \$28,871 |
| Total Monthly Split MBL 55%  | \$15,879 |
| Total Monthly Split MMCC 45% | \$12,992 |

In year TWO we change the split to **MMCC 45%** and **MBL 55%**, we added 5% to MBL's favor and increased billing by **\$39,829**. We believe that after the first year we would have a steady revenue stream, so to show goodwill to towards MBL we increased MBL's Split to your favor.

### Year 3.

Revenue Split: MBL 55% & MMCC 45%

|                              |           |
|------------------------------|-----------|
| Total Revenue                | \$488,117 |
| Total Monthly Revenue        | \$36,510  |
| Total Monthly Expenses       | \$5,151   |
| Total Monthly Net            | \$31,359  |
| Total Monthly Split MBL 55%  | \$17,247  |
| Total Monthly Split MMCC 45% | \$14,112  |

In year THREE we continued with the same split **MBL55%/MMCC45%**, we also increased the billing in by **\$43,812**. As I mentioned before we believe that this is an equitable split for both MBL & MMCC.

MMCC commits to MBL a percentage of Sales Billing commitment per year of 33% of the total billing.

**Year 1: \$122,265**

**Year 2: \$131,435**

**Year 3: \$144,579**

This a minimum commitment is based on sales on the books for each year. It does not refer to cash flow per year, since we all get paid based on collections. The objective will be to collect that amount within each year so we can all benefit from that guarantee on the Revenue Split.

Finally, in regard to the financials we must all keep in mind that COVID-19 situation may create unexpected changes in the economic environment as we move forward. It could be positive changes or negative changes; we need to be able to adjust to the realities on the ground swiftly and efficiently. We recommend that we assess the advertising value of MBL each year so that we are all in agreement on any adjustments needed. Attached, is a spreadsheet with all the budget numbers in full detail (Montebello Bus Line Revenue Projections)

## 2. SALES STRATEGY

Our sales strategy is to target advertisers that are already in the space locally and nationally. Attached is a list of Top 50 accounts with a cumulative spending of \$60,503,379 pre-COVID-19 nationwide in outdoor and transit advertising. We also included is a list of Active Hispanic Advertisers that currently are in the



advertising Transit Space or have been. We evaluated other markets to assess weather our projections were either realistic or unrealistic.

## COMPETITIVE

| <b>SAN BERNARDINO 169 BUSES</b> | <u>2019</u> | <u>2020</u>      |
|---------------------------------|-------------|------------------|
| TOTAL BILLING                   | \$1,200,000 | \$1,100,000      |
| <b>FRESNO 74 BUSES</b>          | <u>2019</u> | <u>2020</u>      |
| TOTAL BILLING                   | \$1,000,000 | \$700,000        |
| <b>SF BAY AREA 55</b>           | <u>2019</u> | <u>2020</u>      |
| TOTAL BILLING                   | \$420,000   | \$150,000        |
| <b>MONTEBELLO BUS LINE 66</b>   | <u>2019</u> | <u>2020-2021</u> |
| TOTAL BILLING                   | -           | \$370,500        |

Let's look at the city of San Bernardino, the city has a total of 169 active buses, their total billing for 2019 was \$1,200,000 and in 2020 is \$1,100,000 down by \$100,000. So, if we were to proportionally compare MBL 66 units to San Bernardino 169 units it is equal to 39% of the total.

If we take; 39% of the San Bernardino Total Billing in 2020, it is equal to \$429,585.

Fresno's 74 bus lines is equal 44% proportionally to San Bernardino bus line, when we apply 44% Total Billing it is equal to \$484,000.

SF Bay Area 55 bus lines is equal to 33% proportionally to San Bernardino bus line, when we apply 33% of Total Billing it is equal to \$363,000.

We are using San Bernardino as a base because it is within our geographic area, our projected revenue for MBL is withing the rage of \$363,000 the lowest and \$484,000 the highest. We believe that we have a realistic projection for MBL first year of business.

One of the major advantages that we have in Sales is our sales Experience in general but more importantly our VAST NETWORK of venders and contacts in the advertising world. When you look at the two list of advertisers included in this BAFO packet, we have direct contact with at least 30% of those clients. That includes the Media Buyers and Planners at the Agency level and in many cases direct contact with those clients.

### **3. SALES EXPERIENCE & QUALIFICATIONS, TURNKEY OPERATION (STRUCTURE),**

Our team is 100% committed to make sure that this venture is a success for both MBL and MMCC. We have incorporated a specific sales team that **SPECIALIZES IN TRANSIT SALES** at the local level and national level. Eduardo, Oscar and I bring a vast sales experience that ranges from the local mom and pop clients to the most sophisticated agency clients in the advertising industry. I myself have been managing television station in their entirety generating budgets in the millions.

We pride ourselves in build organization that deliver positive results and help increase their growth both in revenue and goodwill to their consumers.

- **TURNKEY STRUCTURE**

MMCC currently has a sales organization compare to none. Our objective is to build a structure that will excel in reaching its revenue goals but in addition help expand the scope of the products and services to MBL and goodwill to its consumers.

**Sales Force:** As I mentioned above, our sales team has a vast wide range of experience in the advertising industry, but most importantly we will have dedicated sales experts in outdoor and transit advertising. Our team will be able to execute the sales process from begging to end with no added burden to MBL organization and operation.

**Production:** We have a great pool of vendors that specialize in creating some of the most sophisticated artwork and displays in the industry. Not only do they do a great job, but they go above and beyond to make sure that all parties involved are happy and satisfied with their product and services.

**Execution Team:** Our execution team is very familiar on the protocols of placing all the needed ads for any particular client. Our team is trusted by our vendors and have the outmost respect for protocols and polices required to be followed by the MBL organization. The partnership in this case is very sensitive because it means having direct access to the buses so that we can place the ads. We will apply the highest standards to make sure there is no damages to the buses and that we deliver the sales as order by clients.

**Administrative Team:** Our current administrative team is one of the best. We specialize in the highest customer service in the advertising industry. Our commitment to MBL is full transparency, we will provide a monthly a sales report and billing report so that we are all aware of the revenue that is on the books and accounts receivables (Aging). In our industry it is very common that clients pay in the range of 60-90 days and during Covid-19 it is as highest as 120 days. Knowing this our accounting and administrative team are in tune with the collection and billing process, because a “Sale” is not a “Sale” until the money is collected.

**Communication:** We are in the advertising and communication business, we believe that overcommunicating is more important than just communicating. One of us will be Point Guard of all MBL and MMCC business relationship. Weather is Eduardo, Oscar or I, we are all are very capable of making sure that this relationship grows organically and financially. We will establish regular meetings to communicate and update MBL on revenue status and industry changes, so that



there are no surprises. But most importantly so that we can adjust promptly to the situation with Covid-19.

Our commitment to MBL is that our Turnkey Operation will be one that will place the least amount of burden on MBL with the highest of transparency and professionalism.

Once again, we are honored to be invited to submit a Final and Best Offer (FABO), we appreciate your consideration.

Best Regards,

Jose Luis Padilla, CEO  
Eduardo Gomez, SR. VP  
Oscar Duarte, Treasure/GSM  
Media Management Consultant Corp.



## MONTEBELLO BUS LINE REVENUE PROJECTIONS

| 50%                              |      |           |       |             |              |        |            |
|----------------------------------|------|-----------|-------|-------------|--------------|--------|------------|
| FORMAT                           | RATE | Bus Fleet | WEEKS | TOTAL 4 Wks | 50% Sell out | MONTHS | TOTAL YEAR |
| Interior Display (top)           | \$10 | 25        | 4     | \$250       | \$125        | 12     | \$1,500    |
| Interior Display (front)         | \$20 | 25        | 4     | \$500       | \$250        | 12     | \$3,000    |
| Interior Display (with Take-One) | \$20 | 25        | 4     | \$500       | \$250        | 12     | \$3,000    |
| SUB TOTAL                        |      |           |       |             |              |        | \$7,500    |

|                               |         |    |   |          |          |    |           |
|-------------------------------|---------|----|---|----------|----------|----|-----------|
| Michelangelo (celing Display) | \$20    | 25 | 4 | \$500    | \$250    | 12 | \$3,000   |
| King                          | \$75    | 25 | 4 | \$1,875  | \$938    | 12 | \$11,250  |
| King (ultra king)             | \$150   | 25 | 4 | \$3,750  | \$1,875  | 12 | \$22,500  |
| King Kong (ultra super king)  | \$500   | 25 | 4 | \$12,500 | \$6,250  | 12 | \$75,000  |
| Full Wrap                     | \$1,250 | 25 | 4 | \$31,250 | \$15,625 | 12 | \$187,500 |
| Tail                          | \$75    | 25 | 4 | \$1,875  | \$938    | 12 | \$11,250  |
| Queen                         | \$75    | 25 | 4 | \$1,875  | \$938    | 12 | \$11,250  |
| Full Back Tail                | \$275   | 25 | 4 | \$6,875  | \$3,438  | 12 | \$41,250  |

| YEAR 2          | YEAR 3    |
|-----------------|-----------|
| Y TO Y % GROWTH |           |
| 7.50%           | 10%       |
| \$398,288       | \$438,117 |
| 0.55            | 0.55      |
| 0.45            | 0.45      |

| MONTHLY EXPENSES                         | YEAR 1         | YEAR 2         | YEAR 3         |
|------------------------------------------|----------------|----------------|----------------|
| Commission at 10% of Net for Vendors     | \$3,088        | \$3,319        | \$3,651        |
| Clerical and Administrative Cost Monthly | \$500          | \$1,000        | \$1,500        |
| <b>TOTAL MONTHLY EXPENSES</b>            | <b>\$3,588</b> | <b>\$4,319</b> | <b>\$5,151</b> |

| SUB TOTAL \$363,000 |                 |           |
|---------------------|-----------------|-----------|
| YEAR 1              | TOTAL \$370,500 |           |
| 0.5                 | MBL 50%         | \$185,250 |
| 0.5                 | MMCC 50%        | \$185,250 |

|                                                                                                                                          | Monthly Estimated Gross Income | Monthly Estimated Expenses | Monthly Estimated Net | Monthly Amount To MBL (city) | Monthly Net Amount Retained by Proposer |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------|-----------------------|------------------------------|-----------------------------------------|
| YEAR 1<br>Monthly Total<br>Exterior Advertiting & Interior Advertising<br><b>YEAR 1 COMMITMENT \$122,265</b><br><b>50% MBL, 50% MMCC</b> | \$30,875                       | \$3,588                    | \$27,288              | \$13,644                     | \$13,644                                |
| YEAR 2<br>Monthly Total<br>Exterior Advertiting & Interior Advertising<br><b>YEAR 1 COMMITMENT \$131,435</b><br><b>55% MBL, 45% MMCC</b> | \$33,190                       | \$4,319                    | \$28,871              | \$15,879                     | \$12,992                                |
| YEAR 3<br>Monthly Total<br>Exterior Advertiting & Interior Advertising<br><b>YEAR 1 COMMITMENT \$144,579</b><br><b>55% MBL, 45% MMCC</b> | \$36,510                       | \$5,151                    | \$31,359              | \$17,247                     | \$14,112                                |

MONTEBELLO BUS LINE PROPOSED RATE CARD

| <u>FORMAT</u>                    | <u>RATE</u>                        | <u>FORMAT</u>                | <u>RATE</u>                |
|----------------------------------|------------------------------------|------------------------------|----------------------------|
| Interior Display (top)           | \$10-\$25 per display 4 Wk. Period | King                         | \$75-\$475 4 Per Week      |
| Interior Display (front)         | \$20-\$45 per display 4 Wk. Period | King (ultra-king)            | \$150-\$625 4 Per Week     |
| Interior Display (With Take-One) | \$20-\$45 per display 4 Wk. Period | King Kong (ultra-super king) | \$500-\$1500 4 Per Week    |
| Michelangelo (Ceiling Display)   | \$20-\$75 per display 4 Wk. Period | Full Wrap                    | \$1,250-\$4,250 4 Per Week |
|                                  |                                    | Tail                         | \$75-\$225 4 Per Week      |
|                                  |                                    | Full Back Tail               | \$275-\$625 4 Per Week     |
|                                  |                                    | Queen                        | \$75-\$225 4 Per Week      |

## TOP 50 LOCAL & NATIONAL ACCOUNTS

Amazon Studios

Apple, Inc.

NBC Entertainment

Universal Pictures





Home Box Office, Inc.

Southern California Toyota Dealers

Walt Disney Studios Motion Pictures

Netflix, Inc.

Audi of America Inc.

Disney Destinations LLC

Coca Cola Company

Showtime Networks, Inc

Paramount Pictures Corporation

San Manuel Entertainment Authority

Chrysler Group LLC

Ralph Lauren Corporation

McDonald's Operators Association of Southern California, Inc.

Hulu

San Antonio Winery dba Maddalena Vineyard

Wells Fargo Bank

FX Television

Jacoby & Meyers PC

Chick-Fil-A Inc.

Census Bureau, United States

The Law offices of Jacob Emrani

The Law Offices of Larry H. Parker, Inc.

Carl's Jr.

CBS Television

Russ Brown Motorcycle Attorneys

LA Care Community Health

Turner Broadcasting System, Inc.

## **TOP 50 LOCAL & NATIONAL ACCOUNTS**

MillerCoors, LLC

Fox Broadcasting

Cedars Sinai Hospital

ABC Entertainment

IWC International Watch Company

Proximo Spirits Inc



The Kroger Company

Sweet James LLP

California Lottery, The

Southern California Edison

Sofi Lending Corp.

Geico Corporation

Audible, Inc dba Audible.com

iHeartMedia, Inc.

Conoco Phillips

Albertsons SoCal

CarMax

Ellis Law Corporation

AMC Networks Inc.

**TOTAL ADVERTISING SPENT 2019** **\$60,503,379**

## ACTIVE HISPANIC ADVERTISERS

### CATEGORY

### ACCOUNT

### CATEGORY

### ACCOUNT

ATTORNEYS

Los Defensores

Juan Dominguez

Luchadores Legales

AUTO

INSURANCE

Veronica's Insurance

Freeway Insurance

Adriana's Insurance



Freeway Insurance  
Infinity Insurance

## FAST FOOD

McDonald's  
Carl's Jr.  
Pollo Loco  
KFC  
I Hop

## AUTOMOBILE DEALERS

Felix Chevrolet  
Camino Real Chevrolet  
Nissan of DTLA  
Toyota of DTLA  
Garden Grove

## ENTERTAINMENT

Univision Radio & TV  
Telemundo  
Estrella TV & Radio  
Lotus Communications

**City of Montebello**



**REQUEST FOR PROPOSAL (RFP) No. 20-16**



**Advertising Program Services**

**August 13<sup>th</sup>, 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”), owned and operated by the City of Montebello (the “City”), serves over five million riders annually throughout the 13 local communities of:

Alhambra, Bell Gardens, Commerce, East Los Angeles, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, San Marino, South Gate, Rosemead and Whittier.

MBL’s service area population is approximately 950,000, with a service area of approximately 26 square miles. MBL is the third-largest fixed-route bus service system operating in Los Angeles County. Its modern fleet is comprised of 66 air conditioned state of the art “Long King” buses.

The City and MBL invites prospective Proposers to compete for the opportunity to provide Advertising Program Services for MBL. Specifically, the Request for Proposal (the “RFP”) is seeking to enter into a contract with a qualified Contractor/Offeror that will provide a “turnkey system” to market, install, service and maintain interior and exterior advertising on MBL’s bus system. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal (“RFP”) attached hereto.

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.

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.

### **Value Proposition Statement**

The value Montebello Bus Lines offers is immense and well positioned in the high level of service we provide to our customers and in the incredible diversity of the communities we proudly serve. From the first light of dawn to nearly midnight, our fleet of 66 buses transport well over ten thousand LA County residents daily, catching the eye of countless passengers, drivers, and pedestrians in the process.

As the third largest bus agency in the County, we provide service to eight fixed routes, the longest of which is 27.2 miles. On any given week our buses are on the road for an average of 810 hours, providing connections to neighboring transit agencies such as METRO, Norwalk Transit, Foothill Transit, and Metrolink.

Our fare is affordable and our ridership is loyal. Take a ride on any of our buses and you will discover that our ridership reflects the demographics of our region: racially diverse, multi-lingual, young and aging.

Our buses transport commuters from the suburbs like Montebello and East LA to the economic engine that is Downtown Los Angeles. Our buses travel from working class communities to cities as affluent as San Marino, a community where homes regularly sell for nearly \$3 million.

The level of service we provide is high and the region we serve is immense. As a result, our buses offer unparalleled access to countless consumers every single day.

| <b><u>Ridership</u></b> |                                                                                  |               |               |                |                  |
|-------------------------|----------------------------------------------------------------------------------|---------------|---------------|----------------|------------------|
| <b>Line</b>             | <b>Description</b>                                                               | <b>Daily</b>  | <b>Weekly</b> | <b>Monthly</b> | <b>Yearly</b>    |
| <b>10</b>               | Service from East Los Angeles College, Monterey Park to Whittwood Mall, Whittier | 4,618         | 32,326        | 140,079        | 1,680,952        |
| <b>20</b>               | Service from San Gabriel Blvd., Rosemead to Telegraph Road, Montebello           | 1,584         | 11,091        | 48,061         | 576,732          |
| <b>30</b>               | Service from South Gate to San Marino via Garfield Avenue                        | 844           | 5,911         | 25,614         | 307,372          |
| <b>40</b>               | Service from City of Whittier to Downtown Los Angeles                            | 3,189         | 22,329        | 96,759         | 1,161,108        |
| <b>50</b>               | Service from La Mirada to Downtown Los Angeles via Washington Blvd               | 1,505         | 10,541        | 45,677         | 848,132          |
| <b>60</b>               | Service from San Gabriel River Parkway to Telegraph Road in Pico Rivera          | 324           | 2,273         | 9,849          | 118,196          |
| <b>70</b>               | Metrolink Station, Montebello to Montebello Town Center                          | 153           | 1,074         | 4,654          | 55,848           |
| <b>90</b>               | Express Service to Downtown Los Angeles from Norwalk Blvd, Whittier              | 165           | 1,160         | 5,026          | 60,320           |
| <b>TOTALS</b>           |                                                                                  | <b>12,382</b> | <b>86,705</b> | <b>375,719</b> | <b>4,508,632</b> |

#### **Significant RFP Details:**

- Due Date: Thursday, September 24<sup>th</sup>, 2020, 3:00 PM PST.
- Proposed Term: Base term of three years with two one-year options.
- Financial Terms: 1. Percentage of Net Revenue Share between the City and Contractor/Offeror, or monthly minimum guarantee. 2. How is the term “net revenue” defined? 3. Will Contractor/Offeror propose a one-time payment? If so, in what amount?
- Advertising Displays: 1. Interior; 2. Exterior, including panels, whole-bus and/or wrap-around advertising.
- Advertising Displays: Bus stops, shelters, benches, and transit hubs.
- Additional advertising displays opportunities.

#### **Significant MBL Route Information:**

- 100+ professional drivers.
- 66 state of the art Long King Buses.
- Modern, safe and secure bus depot and maintenance facility.
- 5.2 million Passengers transported annually.
- 86,000+ weekly passengers.
- 8 daily routes.



**DATE:** August 13<sup>th</sup>, 2020  
**ATTENTION:** PROSPECTIVE PROPOSERS  
**SUBJECT:** REQUEST FOR PROPOSAL (RFP) NO. 20-16  
**TITLE:** CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES

**(MBL) ADVERTISING PROGRAM SERVICES**

The City of Montebello (City) and Montebello Bus Lines (MBL) invite Proposals from qualified and experienced companies ("Proposers") to provide the Montebello Bus Lines (MBL) with Advertising Program Services.

The term of the proposed Agreement shall be for three years with two one-year options commencing upon the date of the contract execution between the City and the successful Proposer.

A Pre-Proposal Meeting will be held on Tuesday, September 1<sup>st</sup>, 2020. The meeting will convene at 10:00 AM Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A site walk-thru will follow the meeting. It is highly recommended that all potential proposers attend this important meeting. 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](mailto: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, September 24<sup>th</sup>, 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](http://www.justice.gov)

#### **TIMETABLE & SCHEDULE OF EVENTS**

- |    |                                             |                                       |
|----|---------------------------------------------|---------------------------------------|
| 1. | Thursday, August 13 <sup>th</sup> , 2020    | REQUEST FOR PROPOSAL (RFP) RELEASE    |
| 2. | Tuesday, September 1 <sup>st</sup> , 2020   | PRE-PROPOSAL MEETING                  |
| 3. | Tuesday, September 8 <sup>th</sup> , 2020   | LAST DAY FOR SUBMISSIONS OF QUESTIONS |
| 4. | Tuesday, September 15 <sup>th</sup> , 2020  | ANSWERS TO QUESTIONS                  |
| 5. | Thursday, September 24 <sup>th</sup> , 2020 | PROPOSAL DUE DATE BY 3:00 PM PST      |
| 6. | Week of October 12 <sup>th</sup> , 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                                                                                           | Source / Section | Proposer shall initial here |
|----|-------------------------------------------------------------------------------------------------------|------------------|-----------------------------|
| 1  | Proposal                                                                                              | IP.1             |                             |
| 2  | Letter of Transmittal                                                                                 | IP.11            |                             |
| 3  | Licensing, Permits, Certificates, and Taxes                                                           | IP.11            |                             |
| 4  | Revenue Price Sheet                                                                                   | IP.17            |                             |
| 5  | Insurance – Statement by Proposer                                                                     | GC.20            |                             |
| 6  | Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution                | Exhibit B        |                             |
| 7  | References                                                                                            | Exhibit C        |                             |
| 8  | Certification of Non-Collusion                                                                        | Exhibit D        |                             |
| 9  | Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters | Exhibit E        |                             |
| 10 | Certification of Restrictions on Lobbying                                                             | Exhibit F        |                             |
| 11 | Designation of Subcontractors                                                                         | Exhibit G        |                             |
|    | OPTIONAL ITEMS                                                                                        |                  |                             |
| 13 | Requests for exceptions or deviations.                                                                | IP.1             |                             |

|                                               |  |
|-----------------------------------------------|--|
| Company Name:                                 |  |
| Name of Proposer initialing document (print): |  |
| Email address of Company Contact:             |  |
| Signature:                                    |  |
| Title:                                        |  |
| Date:                                         |  |

## **SECTION 1 - INSTRUCTIONS TO PROPOSERS**

### **IP. 1 PROPOSAL FORMAT AND SUBMITTAL**

Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, September 24, 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,
- GENERAL TERMS AND CONDITIONS,
- 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 and its passengers. 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

## **IP.2 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.

## **IP.3 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.

## **IP.4 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 PlanetBids web page.

All questions, clarifications or comments must be submitted to or no later than 3:00pm, Tuesday, September 8<sup>th</sup>, 2020. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on 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

#### **IP.5 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.

#### **IP.6 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.

#### **IP.7 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 C.

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.

#### **IP.8 PROPOSAL SIGNATURES**

If an individual submits a 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.

**IP.9 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.

**IP.10 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.

**IP.11 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.

**IP.12 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.

**IP.13 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.

#### **IP.14 JOINT OFFERS**

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-subcontractor 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.

#### **IP.15 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-contractors of successful Proposer shall abide by all the requirements set forth in this section.

#### **IP.16 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.

#### **IP.17 REVENUE PRICE SHEET**

The proposal shall identify a percentage of the Monthly Advertising Revenue (the "Percentage Fee"). "Monthly Advertising Revenue" shall mean all income actually received by the successful Proposer from the sale of advertising on the exterior and interior of City buses during each calendar month of the Agreement.

As part of its proposal, Proposer is required to propose:

- Whether a one-time upfront payment will be made, if yes, in what amount.
- Percentage Fee of Net Revenue to be paid to the City, and if any expenses, costs or other charges are deducted in calculating Net Revenue.

Monthly Minimum Guarantee to be paid to the City. The City is to receive either the percentage of the actual net revenue or the monthly minimum guaranteed amount, whichever is greater.



**IP.18 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.

**IP.19 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.

**IP.20 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.

#### **IP.21 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](mailto: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.

#### **IP.22 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. (Both Options A and B may result in a new ranking and competitive range.)

The committee may also elect to bypass both Options A and B, and move forward to Best and Final Offers (BAFO).

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 advertising experience. Experience is relevant if it falls within the advertising of vehicles, buildings, shelters, benches or similar. Proof of advertising experience must be attached to the proposal. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on an advertising project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation:

### **IP.23 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. Cost and Revenue Payment/Financial Benefit

Proposals that maximize revenue to MBL will be awarded higher points. MBL will entertain compensation plans that include:

- Minimum annual guarantee
- Revenue split percentages based on gross sales revenues
- A combination of the above two methods

#### B. Work Plan: Purchase, Installation, Advertising, Maintenance and Vandalism Repair

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.

#### C. 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 subcontractors; 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 subcontractors, 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 – GENERAL TERMS AND CONDITIONS**

### **GC.1 DEFINITIONS**

|                                             |                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement                                   | The Contract to be negotiated and entered into by the City and the successful Proposer for the work described in this RFP.                                                                                                                                                                                                                                                     |
| Proposer/Vendor/Contractor/Consultant/Buyer | Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFP.                                                                                                                                                                                                                                                                   |
| Change                                      | Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.                                                                                                                                                                                                                |
| City                                        | The City of Montebello, a municipal corporation.                                                                                                                                                                                                                                                                                                                               |
| Contract                                    | The written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.                                                                                                                                                                      |
| Days                                        | Calendar days unless specifically noted otherwise.                                                                                                                                                                                                                                                                                                                             |
| Defect                                      | Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.                                                                                                                                                                                            |
| RFP                                         | Request for Proposal                                                                                                                                                                                                                                                                                                                                                           |
| Notice to Proceed                           | Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.                                                                                                                                                                                                                                    |
| Proposer                                    | Proposer or Contractor or Consultant                                                                                                                                                                                                                                                                                                                                           |
| Special Provision                           | Contract Document containing requirements that modify or supplement the General Terms and Conditions.                                                                                                                                                                                                                                                                          |
| Specifications                              | Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work" or "Scope of Services". |
| Work                                        | Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Proposer to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.                                                                                   |

**GC.2 ASSIGNMENT AND SUBCONTRACTORS**

Neither this RFP nor any interest herein nor claim hereunder may be assigned by successful Proposer either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by successful Proposer, without the prior written consent of the City of Montebello. Consent by the City shall not be deemed to relieve successful Proposer of obligations to comply fully with the requirements hereof.

**GC.3 SAMPLE AGREEMENT**

A form approved by the City Attorney must be executed between the City and the successful Proposer prior to commencement of any work.

**GC.4 NOTICE OF LABOR DISPUTE**

Whenever Proposer has knowledge that any actual or potential labor dispute may delay the award of this RFP, Proposer shall immediately notify and submit all relevant information to the City of Montebello. Proposer shall insert the substance of this entire clause in any subcontract hereunder.

**GC.5 DISPUTES**

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Proposer shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Proposer mails or otherwise furnishes a written appeal to the City of Montebello City Manager. In connection with any such appeal, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Proposer and the successful Proposer shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Proposer shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Proposer arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

### Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Proposer shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **GC.6 ASSUMPTION OF RISK OF LOSS**

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP/RFP at the F.O.B. point specified herein, and upon such delivery Proposer's responsibility for loss or damage shall cease, except for loss or damage resulting from Proposer's negligence.

#### **GC.7 WAIVER OF TERMS AND CONDITIONS**

The failure of the City or the successful Proposer to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

#### **GC.8 INDEMNIFICATION**

Successful Proposer shall indemnify, defend, and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of Contractor, including its officers, agents, employees, sub-contractors or any person employed by Contractor, in the performance of this Agreement. Contractor shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution found in Exhibit B.

**GC.9 INTEREST OF MEMBERS OF THE CITY**

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Proposer further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Proposer.

**GC.10 TERMINATION FOR DEFAULT**

Upon failure of the successful Proposer to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Proposer at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Proposer shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Proposer liquidated damages.

**GC.11 LIQUIDATED DAMAGES**

The successful Proposer and City hereby acknowledge and agree that time is of the essence in the performance by the successful Proposer of its duties and obligations under this proposed Agreement and, further, that in the event of a delay in the completion of the work or the delivery of the equipment, goods, services, and personnel required under the terms of this proposed Agreement that it is or will be impracticable to determine the actual amount of the damage caused to City by such delay. It is therefore agreed by each party hereto that successful Proposer shall pay to City the sum of one hundred fifty dollars (\$150) for each working day delay in the delivery, performance and/or acceptance of work set forth in the executed Agreement beyond any agreed upon timeline or due date, or any authorized extension thereto.

**GC.12 CANCELLATION OF AGREEMENT**

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

**GC.13 TERMINATION FOR CONVENIENCE**

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Proposer of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Proposer shall: (1) stop work under the Agreement on the date and to the extent specified in the notice



of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Proposer under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or non-fabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Proposer shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Proposer under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Proposer and in which the City has or may acquire an interest. Payments by the City to the successful Proposer shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Proposer under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

#### **GC.14 FORCE MAJEURE**

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

#### **GC.15 INSPECTION AND ACCEPTANCE**

All items are subject to inspection and acceptance by the City of Montebello, Transportation Department. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

**GC.16 EXCESS REPROCUREMENT LIABILITY**

Proposer shall be liable to the City of Montebello for all expenses incurred by the City in re-procuring elsewhere the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such re-procurement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

**GC.17 LOCATION**

The services and products described herein are to be delivered to the City of Montebello, Transportation Department located at 400 S. Taylor Ave., Montebello, CA 90640.

**GC.18 METHOD OF PAYMENT**

All revenue compensation payments shall be submitted to the City of Montebello as follow:

Account Receivable  
City Hall  
600 W. Beverly Blvd  
Montebello, CA 90640

**GC.19 NON-RESTRICTIVE CLAUSES**

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Proposer, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Proposal opening date. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Proposer shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

## GC.20 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:

1. 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.
2. 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 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.
3. 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.
4. 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.

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.

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 beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

#### **GC.21 CERTIFICATE OF NON-COLLUSION**

Proposer's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer or another Proposer an advantage over any other Proposer. Refer to Exhibit D

#### **GC.22 PATENT AND COPYRIGHT INFRINGEMENT**

In lieu of any other warranty by the City or the successful Proposer against patent or copyright infringement, statutory or otherwise, it is agreed that successful Proposer shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Proposer shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Proposer is promptly notified in writing of the suit or claim and given authority, information and assistance at the Proposer expense of same.

However, the successful Proposer will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Proposer when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Proposer shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Proposer shall not be obligated to indemnify the City under any settlement made without the Proposer's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Proposer's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Proposer, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

**GC.23 CONFLICTS OF INTEREST**

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Proposer shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Proposer further covenants and warrants that successful Proposer and its officers, employees, associates and sub-consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this RFP, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Proposer and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Administrator, perform work for another person or entity for whom successful Proposer is not currently performing work that would require successful Proposer or one of its officers, employees, associates or sub-consultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

**GC.24 ORDER OF PRECEDENCE**

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto

Special Provisions General Conditions

Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

**GC.25 CHANGES**

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Project Manager decides that the facts justify it, the

Project Manager may receive and act upon a change proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Project Manager shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### **GC.26 Federal Funding, Incorporation of FTA Terms**

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Federal Transit Administration ("FTA") Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with any City requests that would cause City to be in violation of the FTA terms and conditions.

#### **GC.27 Federal Changes**

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this Contract.

#### **GC.28 No Government Obligation to Third Parties**

The City and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a part to this Contract and shall not be subject to any obligations or liabilities to the City, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-contractor who will be subject to its provisions.

#### **GC.29 Program Fraud and False or Fraudulent Statements or Related Acts**

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it

may make, or causes to be made, pertaining to the underlying Contract of the FTA-assisted project for which this Contract work is being performed.

In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each sub-contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

### **GC.30 Inspection and Retention of Records**

The Contractor shall permit authorized representatives of the City, the FTA Administrator, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its sub-contracts under this Contract from the date of the Contract through and until the expiration of three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, and the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The City retains ownership of all project documents and records maintained by the Contractor on behalf of the City.

### **GC.31 Suspension and Debarment**

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 bid or proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not

limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **GC.32 Civil Rights 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:
  - a. 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.
  - b. Age - The Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
  - c. Disabilities - The Contractor agrees that it will comply with the requirements of 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 employment of persons with disabilities.
3. 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.

### **GC.33 Disadvantaged Business Enterprise (DBE)**

1. City Assurance: City 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.
2. City 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. City'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 City 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.).

3. Annual Overall Goal: In accordance with 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the City 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 City has established a DBE participation goal of three percent (3%).
4. City'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 City would expect absent the effects of discrimination.
5. Contract Goals: City intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, City will establish specific contract goals for particular projects with subcontracting opportunities.
6. There is no DBE project goal established for this project. At this time City will meet DBE goal on federally assisted projects through race neutral measures. City 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.
7. Contractor Compliance with City DBE Policy: It is the policy of City 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 City's construction, procurement, and professional services activities. To this end, City 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.
8. In connection with the performance of this Contract, the Contractor will cooperate with City in meeting these commitments and objectives.
9. Required Proposal/Proposal Submittals: The Contractor shall submit with its Proposal the name and address of each Sub-Contractor it intends to employ, a description of the work which the Sub-contractor is to do, the dollar amount of each Sub-contractor contract, and such other information as may be required in order that City's approval may be obtained as to reliability and ability to perform the work (Bidder's List of Subcontractors, Part I).
10. In addition, 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 Subcontractors 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. (Statement of Disadvantaged Business Enterprise Participation)
11. City shall require that any DBEs listed by proposers for participation in the Contract be certified as eligible DBEs. City 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 (5)

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.

12. City will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five (5) days of proposal opening in order to be included in the proposer's DBE achievement.
13. The Contractor shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on the project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations (Bidder's List of Subcontractors, Part II).
14. Contractor Assurance: Pursuant to 49 CFR Part 26, the Contractor is required to make the following assurance in its agreement with City and to include this assurance in any agreements it makes with subcontractors in the performance of this Contract:
15. "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 Subcontractor 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 City deems appropriate."
16. Prompt Payment to Subcontractors: The Contractor must pay Subcontractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the Contractor by City. Prompt return of retainage payments from the Contractor to the Subcontractor will be made within 15 days after the Subcontractor's work is satisfactorily completed.
17. Any delay or postponement of payment among the parties may take place only for good cause and with City's prior written approval. If the Contractor determines the work of the Subcontractor to be unsatisfactory, it must notify City'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.
18. 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.
19. Reporting DBE Participation: The Contractor is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The Contractor is not to count participation of a DBE Subcontractor until the amount being counted has been paid to the DBE.
20. Counting DBE Participation toward the Contract Goal: 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 from the Contractor or its affiliate) may also be counted.
21. Commercially Useful Function: Work that a DBE subcontracts 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 work force. Decisions on commercially useful function are subject to review by the FTA, but are not administratively appealable to DOT.
22. 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.

23. DBE Replacement: The Contractor must make a good faith effort to replace a defaulting DBE Subcontractor 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 City. 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.
24. If the Contractor proposes to replace a DBE Subcontractor with a non-DBE, sufficient good faith efforts documentation must be provided. If the Contractor fails or refuses to comply in the time specified, City will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the Contractor still fails to comply, City may issue a termination for default proceeding.
25. 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.

#### **GC.34 Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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 City. Form is available upon request.

#### **GC.35 Clean Air Requirements**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **GC.36 Clean Water Requirements**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

### **GC.37 Contract Security**

Contractor shall post an Irrevocable Letter of Credit, in a form acceptable to the City, in an amount equal to fifty percent (50%) of the total guaranteed payment amount for the first one-year period. Thirty days prior to expiration, Contractor shall post an Irrevocable Letter of Credit for the second year of the contract. For each option period, the Contractor shall post an Irrevocable Letter of Credit for each option year. Failure to submit the Letter of Credit is grounds for a default termination pursuant to the General Conditions, Article GC-13, Termination.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **SECTION 3 – SCOPE OF WORK**

### **INTRODUCTION/BACKGROUND**

The City of Montebello operates the Montebello Bus Lines (MBL) to primarily provide transportation services to the residents of Montebello and neighboring communities. MBL is the third largest municipal bus system in Los Angeles County with a fleet of 66 buses. MBL proudly serves 5.2 million passengers a year throughout the communities 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 Bus System consists of 35ft-40ft buses which include 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 the community. These corridors include colleges and universities, retail areas, and other commercial and industrial areas.

The Procurement and Contracts Division desires to enter into an Agreement with a qualified Contractor, giving the Contractor the exclusive right to sell and display advertising on the exterior and interior of MBL buses as well as alternate approaches to using available ad space on MBL fleet of buses, bus stops, and transit hubs.

The preferred Agreement is one that would attain the maximum possible revenue for both MBL and the Contractor.

### **SCOPE OF WORK PROJECT OVERVIEW:**

MBL is seeking an Advertising Contractor to operate a "turnkey" revenue producing advertising program on the exterior and interior of MBL buses along with optional alternate approaches to using additional Ad

space available. Contractor shall ensure a complete Turnkey System that provides advertising sales, billing, accounts receivables, installation and removal services, vandalism repairs, reporting, client information, and agreements to MBL in the authorized inventory; and such that nothing remains to be purchased, provided or supplied by MBL.

The Contractor will execute standard transit advertising techniques. Additionally, the Contractor is welcome to propose a comprehensive and holistic approach to next-generation/innovative techniques utilizing the MBL Bus System assets. Any next-generation/innovative techniques must address MBL's desire to improve customer experience and generate revenue for the agency.

Please see Attachment I – Bus Fleet Dimensions for the specifications of MBL's current fleet. Please note that MBL's fleet is subject to change.

### **PRICING STRATEGY AND STRUCTURE**

Contractor shall assess the identified ad space inventory and recommend a pricing strategy and structure. As part of a negotiated procurement, MBL will work jointly with the Contractor to finalize the pricing strategy and structure. The pricing strategy and structure shall include:

- 1) Estimate of production and installation costs per square foot of wrap material and estimate for interior bus advertising production and installation (Contractor shall specify if they receive a share of revenue from production and installation costs);
- 2) Duration of typical advertising campaign;
- 3) Rate per period for each unique ad space;
- 4) Minimum duration period for each unique ad space;
- 5) Proposed percentage split of gross revenue between Contractor and MBL; and
- 6) Proposed Minimum Annual Guarantee (MAG) of revenue to MBL.

### **SALE OF ADVERTISING SPACE**

Contractor is responsible for selling the identified advertising space and will manage all contracts with advertisers and provide monthly reports detailing the following:

MBL requires the following information with all vehicle advertisement sales: Client name, timeframe for installation, run dates for ad, gross sales amounts for each ad, and a description of the ad product or products to be installed;

Upon notification from Contractor of an exterior wrap sale, MBL shall provide the bus assignment to be used for the wrap within five (5) business days;

### **Bus Exterior Advertising**

#### **Exterior Ad Framing**

Contractor shall not use “framing” to affix advertisements on the exterior of CITY owned/operated fixed route buses. All advertisements shall be affixed directly on the exterior of the bus.

#### Exterior Ad Placement

Due to the mix of fixed route buses, the placement and size must be approved by the CITY representative prior to placement of advertisement. All ads shall not cover the State of California issued carrier identification number assigned to CITY. If the ad requires for the carrier identification number to be covered by the ad, Contractor shall be responsible for the cost of material and labor to place the carrier identification number on top of the ad. Advertising material may not be placed on a bus’s exterior as follows:

- Over the front, including the operator’s window;
- Over the roof of the bus;
- Cumulatively no more than twenty-five percent (25%) of the bus window areas may be covered by ads. Material covering windows shall be perforated to allow for passengers to see out of the bus;
- Over air/exhaust vent(s) along the sides of the bus. Air/exhaust vents at the rear of the bus may be covered if the material is cut so air can pass freely through the vents;
- Along the rear of the bus above the ventilation panel hinge line;
- Over the compartment access doors unless the material is cut to allow opening of such doors;
- Over side marker lights and directional turn signals unless the material is cut around the lighting;
- Over the rear bumper, license plate, bus numbers, disability logos, and MBL logos unless new decals, which are of a design approved by the CITY Representative, or his or her designee, and of a size that meets minimum California Department of Motor Vehicles regulations, are placed over the advertising material.
- Replacement decals for bus numbers must be a black reflective material; and
- Over informational or directional graphics and any other portion of a bus in a manner that interferes in the CITY representative’s sole determination, with the safe operation of the bus.

#### Exterior Ad Dimensions.

In no case shall the dimensions of any exterior advertising material exceed dimensions that interfere with safe bus operation. The CITY representative shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of non-permanent adhesive vinyl on any vehicle. The following calculations are approximate:

#### Street-side / Curbside.

- A. Thirty (30) inches in height by one hundred twenty (120) to one hundred forty-four (144) inches in width, (King Size ads).

#### Rear Tail End.

- B. Twenty one (21) inches in height by seventy (70) inches in width.

### **Bus Interior Advertising**

The interior space of MBL buses may be available for contracted advertising. Various industry-standard techniques may be applied to MBL's bus interiors including bus cards, ceilings, backs, hand rails, and safety guards.

1. Bus Cards - Interior ad space, or bus cards. MBL reserves the right to determine placement of this advertisement inside all buses.
2. Ceilings, Backs, Hand Rails, And Safety Guards - Advertisement may not obscure or in any way interfere with the visibility of pre-existing vehicle, safety, or boarding information.

Up to twice a month throughout the year, the Contractor will also agree to install up to a maximum of eighteen (18) 28" x 11" interior information cards per bus, as supplied by MBL and at no charge to MBL.

### **Additional Advertising Displays**

- A. Digital Bus Exterior Advertising – digital displays (digital billboards) to replace static advertising on the sides of the bus exteriors.
- B. Bus Stops – MBL operates and maintains approximately 1,000 bus stops including shelters, double and single poles stops. The majority of these bus stops consist of pole with the bus sign at the top, where the metal pole is available for advertising purposes. The Contractor may recommend traditional or new media advertising formats for partial or all of MBL's bus stops. The Contractor may also recommend new technology partnerships such as cell data networks, Wi-Fi enabled networks, or beacon-enabled networks, with the goal of long-term revenue sharing for the agency.
- C. Transit Hubs - The contractor may recommend traditional, new media, or new technology advertising for potential revenue at these transit hub stations (Pico Terminal, Taylor Ranch, and MetroLink station).

### **REVENUE**

MBL anticipates receiving the maximum revenue possible. Using the attached cost proposal template, Proposers are to provide the percentage revenue split in the form of a commission on gross sales. In addition, the proposer shall provide a Minimum Amount Guarantee (MAG) which will be paid to MBL. MBL considers gross sales as the amount invoiced by the Contractor to the advertiser. Costs associated with the selling, printing, posting, vandalism repairs, installation or maintenance of the advertisement shall not be deducted from the gross sales.

Monthly reports detailing the revenue generated from each vehicle advertisement shall be provided to MBL no later than fifteen (15) days following each calendar month. Sales reports shall include the following information for each ad sold: Advertiser name, vehicle number, advertising type (full wrap, full-side wrap, full-side wrap w/o windows or full tail wrap), duration of advertisement placement, gross sale amount and other information as MBL directs throughout the contract. Contractor shall make all contracts between the contractor and the advertiser available to MBL upon request. MBL reserves the right to audit advertising contracts, monthly reports and physical advertising placements with the contractor at any time of MBL's choosing.

Contractor shall pay MBL one-twelfth (1/12) of the MAG on a monthly basis on or before the 30th day following each calendar month, regardless of the amount collected from advertisers. If the percent revenue split due to MBL exceeds the MAG, the additional amount will be paid to MBL in the final remittance of the contract year (the 12th monthly payment in any given contract year).

Contractor is responsible for all advertising sales generation, invoicing and accounts receivable with advertising entities.

Payments shall be made in the form of a check for all advertising ad sales, attention: MBL.

#### **APPROVAL OF ADVERTISEMENTS BY MBL**

All ads shall be subject to review and approval by MBL.

Contractor shall avoid selling advertising that may be deemed offensive or controversial. MBL has the right to refuse advertising that they deem offensive or controversial and such advertising will be removed by the Contractor within 24 hours. If any questions arise regarding the nature of a specific advertisement, MBL will have sole discretion to determine what may be deemed offensive. Any questions regarding the appropriateness of an ad shall be directed to the Manager, Procurement and Contracts Division.

#### Advertising Guidelines

CITY declares that the advertising space on all CITY owned/operated fixed route buses is nonpublic forum. All exterior advertisements on CITY fixed route buses shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. Contractor shall not accept and/or display advertisements:

- A. that are false, misleading, deceptive or libelous;
- B. that involve tobacco or tobacco related products;
- C. that involve alcohol or alcoholic related products;
- D. that involve unlawful or illegal goods (including drugs), services or activities;
- E. that depict of the use of firearms;
- F. that relate to political campaigns or political issues;
- G. that relate to religious issues;
- H. that infringe on any copyright, trade or service mark, title or slogan;
- I. that imply endorsement of any goods, services, or activities by CITY;
- J. that display any word, phrase, symbol or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device pursuant to the California Department of Motor Vehicles; and
- K. that contain flashing, illuminated, neon, phosphorescent or luminous elements.

#### Violation of Advertising

Contractor shall promptly remove any advertisements that are in violation of this policy within twenty-four (24) hours upon a verbal or written request by CITY.



### Advertising Policy

CITY reserves the right to amend this policy at any time with a thirty (30) calendar day written notice to Contractor.

- A. No Route Specific Advertising.
  - Under no circumstances shall advertisements be route specific and Contractor shall not represent to potential advertisers that advertising can be route specific.
- B. Self-Promotion.
  - Contractor shall not engage in unpaid self-promotion without prior written approval from the CITY representative.
- C. Warranty.
  - Contractor assumes all responsibility for all of the materials and services provided under this Agreement, whether those materials and services are provided by Contractor, purchased ready-made, or provided by a subcontractor.

### MBL Rights

From time to time MBL may be required to remove buses from operation for the purpose of alteration, repair or painting of its vehicle and asset. The cost of any painting, alteration or repair of MBL vehicles shall be borne by MBL. MBL will not be held liable or accountable for potential loss of ad impressions due to a vehicle or asset being off the road and in repair or maintenance.

MBL reserves the right to suspend temporarily, or discontinue permanently, the operation of any of its lines or any of its vehicles (buses) at any time and to decrease or increase the number of vehicles in daily use, and to change timetables and routes. No increase, decrease, suspension or discontinuance of any line or service, or change of vehicles by MBL shall be deemed a breach of this Agreement, or affect or change the rights of either party against the other, or affect the payments provided herein. Upon determination of an increase or decrease of vehicles and assets, Contractor shall be notified by MBL.

MBL shall retain the right to use any unsold ad spaces as available inventory on its vehicles and assets for MBL partnerships, promotions, public service announcements, or any advertiser of its choice at no cost. Those spaces not filled by paid advertisements may also be filled with any advertising, as approved by MBL.

Notwithstanding the above paragraph, Contractor shall reimburse MBL for the cost of repairs should removal of adhesive ads installed by Contractor cause damage to MBL vehicles or assets or if damage occurs to the frame while replacing signs. The cost of repairs shall include all material and labor. Labor shall be at the current MBL labor rate plus benefits.

In keeping with MBL's desire to maintain an attractive exterior on each of its buses, the Contractor shall agree to maintain clean and not worn, tattered or defaced advertising displays.

In the event exterior advertising space is not sold, the Contractor will install MBL supplied displays, at no cost to MBL. Contractor is to provide MBL a minimum of \$35,000 annually of non-equity Contractor media to be used by MBL for its own self-promotion. If MBL does not desire the posting of displays, the Contractor may make space available to bona-fide public service organizations, and charge such posting fees as the Contractor deems necessary. The Contractor will not permit more than three (3) percent of the exterior advertising display spaces to remain empty at any one time.

The Contractor will agree to provide all candidates for public office and all proponents/opponents of public issues equal opportunity to purchase advertising space on MBL buses or assets.

Payments shall be made by Contractor in accordance with the Payment Proposal selected for this Agreement. A finance charge will be charged on any unpaid balance at the rate of 1.5 % per month, which is an annual percentage rate of 18 %. This charge will be computed by applying the daily rate of .0493% to the daily past due balance for the number of days past due from the past due date. No finance charge will be assessed if payment is received prior to the due date. Failure to submit any payment due MBL within the time frame indicated in the Agreement may be considered cause for termination of the Agreement.

#### **INSTALLATION AND REMOVAL**

- Contractor shall be responsible for all costs associated with installation, maintenance and restoration of advertisements sold by Contractor.
- Contractor must use changeable graphic film that is easily removed without heat and leaves no adhesive residue.
- Contractor shall be responsible for all costs associated with vandalism repairs.
- Contractor shall be responsible for the quality of work performed throughout the installation process
- Contractor shall submit a design for the advertising surface to MBL for review and approval, ten (10) business days prior to tentative installation date of each advertisement.
- Vehicle advertisement installations and removals must be coordinated with MBL five (5) business days in advance. MBL may require that work is performed between hours of 8:00 pm and 4:00 am.
- Best efforts shall be made by MBL to accommodate the Contractor's requested installation and removal dates, times and locations, including those sold on short notice or that require special circumstances, however MBL reserves final decision.
- Contractor shall provide MBL with a preferred removal date and time that allows a minimum of five (5) business day notice
- Contractor shall remove expired or obsolete ads no later than fifteen (15) days from the end of the run date, and/or within forty-eight (48) hours of MBL notice for removal of MBL ads. Failure by the Contractor to remove expired or obsolete ads or MBL ads in timeframes listed herein shall constitute non-compliance with this Agreement. Removal means from the vehicles and from the MBL premises. All signs removed and all related frames, trash and debris shall be cleaned up and disposed of from MBL premises at the expense of the Contractor.

- Removal of all expired advertising and restoration of the vehicle surface including damage occurring as a result of advertising installations including the cost associated with the removal/restoration shall be the sole responsibility of the Contractor and performed within thirty (30) days of expiration of the advertisement unless otherwise authorized by MBL.
- Contractor shall reimburse MBL for the cost of repairs should removal of ads installed by Contractor cause damage to MBL vehicles or if damage occurs to the frame while replacing signs. The cost of repairs shall include all material and labor. Labor shall be at the current MBL labor rate plus benefits;
- All damaged or vandalized advertisements shall be replaced within forty-eight (48) by Contractor at its expense regardless of the cause of damage.
- All vehicle numbers, decals and/or route information, or other MBL signage must either remain uncovered or duplicated.

## **WORK REQUIREMENTS**

MBL desires that competent advertising services be secured to operate the revenue producing advertising program on the exterior and interior of MBL buses, as well as possible alternate options. Contractor shall have complete responsibility to do everything necessary, at the contractor's expense, to administer the leasing and operation of the revenue producing advertising program. All advertising places are to be used for revenue purposes only.

The Contractor shall provide advertising services to MBL in accordance with the authorized inventory of buses. These services shall be performed in accordance with the task descriptions listed herein. The work consists of, but is not limited to, these task descriptions.

During the contract life, the Contractor shall have the exclusive commercial advertising rights on the exterior of all the designated MBL buses. These rights are subject to compliance with the requirements for timely monthly payments and all other terms, conditions and restrictions as specified herein.

The Contractor will agree to sell and post ads only on existing advertising space. The Contractor will not install additional advertising space on MBL's existing fleet unless specifically authorized by MBL.

New buses purchased during the term of this Agreement, will be equipped with a minimum of three (3) advertising places.

The Contractor shall maintain all places in good working order during the term of the Agreement.

The Contractor shall maintain, store and install equipment and advertising materials.

The Contractor must remove date sensitive advertisements within one (1) week after expiration. Failure to remove date sensitive advertisements within one (1) week after expiration may result in MBL removing the advertisements and assessing the cost for removal to the Contractor.

The Contractor shall provide to MBL, within thirty (30) days of the end of each calendar month, a statement of gross billings, net billings and collections for advertising on MBL buses or other Ad spaces.

This statement must include the number and type of displays purchased by each advertiser and the amount billed to and/or collected from each advertiser.

The Contractor shall make these records available for inspection or audit by MBL or its authorized agent during regular business hours throughout the term of this Agreement.

Contractor and its employees shall have reasonable access to said equipment as may be necessary for the purpose of this agreement.

#### SAFETY

Contractor must comply with the following Safety Guidelines:

- a) Contractor shall recognize the importance of performing services in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, and the environment. Contractor assumes responsibility for implementing and monitoring all Environment, Health & Safety precautions and programs related to the performance of services.
- b) The Contractor is solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility must be promptly reported to MBL. MBL reserves the right to require Contractor to discontinue operations at any time if it determines that Contractor's actions are creating an unsafe environment or situation.
- c) The Contractor must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to MBL work areas.
- d) Contractors shall not operate MBL machinery without express written consent. Only licensed operators may operate forklifts or other heavy machinery on MBL property, with MBL approval.
- e) MBL is a smoke free environment. This policy applies to all contractors, their employees and subcontractors working on MBL premises.
- f) Contractors must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect contractor/subcontractor employees as well as MBL staff and visitors.

#### CONTRACT TERM

The contract term shall be for a base period of three (3) years with two (2) one (1) year options, exercisable at MBL's sole discretion. Proposers are required to submit its revenue payment proposal for all five (5) years, or its proposal may be deemed non-responsive.

#### PLACE OF PERFORMANCE

MBL Headquarters- 400 S. Taylor Ave, Montebello CA 90640;

Bus stops and transit hubs located at vary cities.

#### OTHER REQUIREMENTS

Supplier 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 supplier 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
  - Face covering is required at all time in working areas.
  - Follow CDC and local government requirements.

## **MONTEBELLO BUS LINES FLEET**

Current fleet of Montebello Bus Lines consists of electric, hybrid, and compressed natural gas:

| <b>Year Built</b> | <b>Manufacturer</b> | <b>Model</b> | <b>Seats</b> | <b>Length</b> | <b>Fuel</b> | <b>Quantity</b> |
|-------------------|---------------------|--------------|--------------|---------------|-------------|-----------------|
| 2008              | New Flyer           | SR1224       | 44           | 40            | ELE         | 3               |
| 2008              | New Flyer           | SR1224       | 44           | 40            | GE          | 12              |
| 2009              | New Flyer           | SR1363       | 29           | 35            | GE          | 8               |
| 2009              | New Flyer           | SR1362       | 44           | 40            | GE          | 16              |
| 2010              | New Flyer           | SR1570       | 38           | 40            | CNG         | 3               |
| 2011              | New Flyer           | SR1490       | 38           | 40            | CNG         | 4               |
| 2013              | New Flyer           | SR1683       | 38           | 40            | CNG         | 8               |
| 2020              | New Flyer           | SR2049       | 38           | 40            | CNG         | 7               |
| 2018              | New Flyer           | SR2241       | 38           | 40            | CNG         | 5               |
| <b>Total</b>      |                     |              |              |               |             | <b>66</b>       |

\*The contractor will be responsible for verifying all measurements

The successful contractor will have the opportunity to advertise using king and tail ads, as well as full and partial bus wraps. MBL is open to consider additional ad space availability, for example, ads on wheels and on underside of bike rack, bus stops, and transit hubs. MBL may also consider ad space on the interior of the bus, as approved by the Manager, Procurement and Contracts Division.

For security reasons, three windows on each side of the bus must remain without ad coverage

### OPTIONS

In addition to the services/quantities outlined in the SOW, options(s) for additional services/quantities under the resulting agreement may be exercised at the discretion of MBL and are defined as follows:

MBL is interested in receiving proposals for consideration for the following options:

- A. Standard decal advertising
- B. Full and partial wraps
- C. Exterior and Interior Digital
- D. Any other creative proposals

## **SECTION 4 – MINIMUM QUALIFICATIONS**

## **FIRM QUALIFICATIONS**

To be considered responsive to the RFQ, 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 advertising sales and installation 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 5 – FORM OF CONTRACT (SAMPLE)**

**SERVICE AGREEMENT FOR  
MONTEBELLO BUS LINES (MBL) ADVERTISING PROGRAM 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 ("CONTRACTOR").**

**RECITALS**

- A. CITY desires to utilize the services of CONTRACTOR as an independent contractor to manage the sales, placement, safe removal and disposal of exterior advertising on the CITY owned and operated fixed route buses.
- B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

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

**1. Contractor's Services.**

**1.1 Scope of Work.** CONTRACTOR shall perform the specific work more particularly described in RFP, attached hereto and incorporated herein by this reference as though set forth in full., in accordance with the provisions of Request for Proposal (RFP) **No.20-16** and all Addenda.

**1.2 RFP No. and Addenda.** CONTRACTOR has confirmed receipt of all Addenda, amending Request for Proposal No. 20-16 (the "RFP"), and CONTRACTOR, in the performance of this Agreement, shall adhere to the RFP and all Addenda provided to CONTRACTOR. The RFP and all Addenda are incorporated herein by this reference as if set forth herein in full.

**1.3 Personnel.** CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

**1.4 Party Representatives.** For the purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City Manager (the "CITY Representative"). For the purposes of this Agreement, the CONTRACTOR Representative shall be (the "CONTRACTOR Representative").

**1.5 Time of Performance.** CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Notice to Proceed (NTP) for such services from the CITY Representative, or his or her designee.

## **2. Term of Agreement.**

The term of this Agreement shall for three (3) years with two (1) year options from\_\_ 2020 to 2025 unless sooner terminated as provided in Section 12 herein. CITY may review CONTRACTOR'S performance under this Agreement.

## **3. Compensation.**

During the Term of the Agreement, CONTRACTOR shall remit to CITY an advertising fee equal to percent (65%) of the Monthly Advertising Revenue (as defined herein), or a minimum monthly guarantee in the amount of \$\_\_\_\_\_, whichever is greater for the applicable month (hereinafter the "Monthly Fee"). "Monthly Advertising Revenue" shall mean all income actually received by CONTRACTOR from the sale of advertising on the interiors and exteriors of CITY buses during each calendar month of the Agreement.

## **4. Method of Payment.**

**4.1 Payments.** The Monthly Fee shall be calculated at the end of each calendar month of the Term. CONTRACTOR shall pay to CITY the Monthly Fee within fifteen (15) days after (i) the end of each calendar month; and (ii) the end of the Agreement (each, a "Monthly Fee Payment"). The Monthly Fee Payment shall be accompanied by a statement (i) identifying all advertisers on CITY owned/operated fixed route buses during the previous month, (ii) describing in detail the size of each identified advertiser's advertisement placed on CITY owned/operated fixed route buses and (iii) detailing the Monthly Advertising Revenue. CITY shall review such statements and notify CONTRACTOR within ten (10) business days of any disputed CITY payment amounts.

**4.2 Audit of Records.** Upon CITY providing 24-hour 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 to CITY for review and audit by CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours.

**4.3 Survival.** The terms of this Section shall survive the termination of this

Agreement until 30 days after all revenues generated by CONTRACTOR to this Agreement are remitted to CITY.

## **5. Standard of Performance.**

CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.



## **6. Status as Independent CONTRACTOR.**

CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 6.

## **7. Confidentiality.**

CONTRACTOR covenants that 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 to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the expiration or termination of this Agreement. CONTRACTOR's covenant under this Section shall survive the expiration or termination of this Agreement.

## **8. Conflict of Interest.**

CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California 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. During the term of this Agreement, CONTRACTOR shall retain the right to perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

## **9. Indemnification.**

CONTRACTOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or

property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of CONTRACTOR, including its officers, agents, employees, subcontractors or any person employed by CONTRACTOR, in the performance of this Agreement. CONTRACTOR shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. CONTRACTOR agrees that CONTRACTOR's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

## **10. Insurance.**

**10.1.** CONTRACTOR 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:

1. 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.
2. 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.
3. 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.
4. 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.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy and/or policies as to commercial general liability bodily injury and property damage

coverage's and automobile coverage's with respect to liabilities arising out of CONTRACTOR's work under this Agreement.

**10.2** Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to CITY.

**10.3** All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of CITY. The CONTRACTOR is required to file the certificates of insurance with CITY on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

### **11. Cooperation.**

In the event any claim or action is brought against CITY relating to CONTRACTOR's performance or services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation, which CITY might require.

### **12. Termination.**

Either party may terminate this Agreement without penalty and with or without cause upon thirty (30) calendar days' written notice to other party. Except as otherwise provided under this Agreement, CONTRACTOR shall remit City Payments to CITY on all advertisement revenue generated by CONTRACTOR through the date of termination. CONTRACTOR shall remove and dispose of all exterior advertisements placed on CITY owned/operated fixed route buses by CONTRACTOR within thirty (30) calendar days of the date of termination. CONTRACTOR and CITY shall determine and agree upon the date(s) for removal of the advertisements within this thirty (30) calendar day period. CONTRACTOR shall remit Monthly Fee Payments to CITY pursuant to Section 4 and comply with the payment terms in Section 4 of this Agreement on any Monthly Advertising Revenue received by CONTRACTOR after the date of termination of this Agreement but prior to the end of the thirty (30) calendar day period. Neither party shall have any other claim against the other party by reason of such termination.

### **13. Notices.**

Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses:

If to CITY:

City of Montebello

Attn: City Manager

With a copy to:

City of Montebello

Attn: Director of Montebello Bus Lines

If to CONTRACTOR:

#### **14. Non-Discrimination and Equal Employment Opportunity.**

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, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractors 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.

#### **15. Non-Assignability; Subcontracting.**

CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or sub-contracting by CONTRACTOR shall be null, void and of no effect.

#### **16. Compliance with Laws.**

CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

#### **17. Non-Waiver of Terms, Rights and Remedies.**

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONTRACTOR 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 CONTRACTOR, 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.

#### **18. Attorney Fees.**

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

#### **19. Exhibits; Precedence.**

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.

**20. Entire Agreement.**

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

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: .....  
Rene Bobadilla  
City Manager

ATTEST:

By: .....  
City Clerk

APPROVED AS TO FORM:

By:  
City Attorney

**INSERT CONTRACTOR NAME HERE**

By: .....  
Name:

By: .....  
Name:

**(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)**

**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO  
Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-16

**MBL ADVERTISING PROGRAM 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:



## EXHIBIT A

### LIST of Routes and Transit Buses

#### **ROUTES**

**Line 10** provides service between East L.A. College in Monterey Park and Whittwood Mall in Whittier. Service is operated primarily along Atlantic Blvd. and Whittier Blvd. Line 10 operates seven days a week and services Monterey Park, East Los Angeles, Commerce, Montebello, Pico Rivera, Whittier and several unincorporated areas adjacent to the City of Whittier.

Key activity centers served include East L.A. College, Garfield High School, Montebello High School, Whittier Marketplace, Whittier College, and the Quad at Whittier, Whittier Medical Center, and Whittwood Mall

**Line 20** provides service between San Gabriel Blvd. and Las Tunas Drive in San Gabriel and Telegraph Road in Montebello. Service is operated primarily along Greenwood Ave., Montebello Blvd. and San Gabriel Blvd. Line 20 operates seven days a week and serves San Gabriel, Rosemead, South San Gabriel, and Montebello.

Key activity centers served include the Shops at Montebello, Montebello Town Square, Don Bosco Tech High School, and Montebello Mart.

**Line 30** provides service between Garfield Ave. and Huntington Drive in Alhambra and Garfield Ave. and Firestone Blvd. in South Gate. Service is operated primarily along Garfield Ave. Line 30 operates seven days a week and serves Alhambra Monterey Park, Montebello, Commerce, Bell Gardens, and South Gate.

Key activity centers served include city of Alhambra downtown, Garfield Medical Center, Cantwell Sacred Heart of Mary High School, Commerce Metrolink Station, and South Gate Town Center.

**Line 40** provides service between Downtown Los Angeles and Beverly Blvd. and Norwalk Blvd. in Whittier. Service is operated primarily along Beverly Blvd., 3<sup>rd</sup> St. and 4<sup>th</sup> St. Line 40 operates seven days a week and serves Los Angeles, Boyle Heights, East Los Angeles, Montebello, Pico Rivera, and Whittier.

Key activity centers served include Downtown Los Angeles, Lincoln Medical Center, Roosevelt High School, East L.A. Civic Center, Roybal Health Center, Montebello Mart, and Beverly Hospital.

**Line 50** provides service between Downtown Los Angeles and La Mirada. Service is operated primarily along Washington Blvd., Mulberry Drive and La Mirada Blvd. Line 50 operates on weekdays and Saturdays and serves Los Angeles, Vernon, Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, and La Mirada.

Key activity centers served include Downtown Los Angeles, industrial employment areas in Los Angeles, Vernon and Commerce, Santa Fe Springs Marketplace, Whittier College, the Quad at Whittier, and Biola University.

**Line 60** provides service between Telegraph Road and Whittier Blvd. along Passons Blvd. Line 60 Operates on weekdays only and serves Montebello and Pico Rivera.

Key activity centers served include El Rancho High School and Pico Rivera Civic Center.

**Line 70** provides service between Mines Ave. and Greenwood Ave. and the Shops at Montebello. Line 70 operates on weekdays only and serves several neighborhoods in the City of Montebello.

Key activity centers served include Montebello Metrolink Station, the Applied Technology Center High School, Montebello High School, Schurr High School, Montebello Plaza and the Shops at Montebello.

**Line 90** provides service between Downtown Los Angeles and City of Whittier. Service is operated primarily along Beverly Blvd., 3<sup>rd</sup> St. and 4<sup>th</sup> St. Line 90 operates on weekdays AM and PM peak hours only and serves limited stops in Los Angeles, Montebello, and city of Whittier.

Key activity centers served include Downtown Los Angeles, and the Montebello Mart.

#### **BUSES**

| <b>Year Built</b> | <b>Manufacturer</b> | <b>Model</b> | <b>Seats</b> | <b>Length</b> | <b>Fuel</b> | <b>Quantity</b> |
|-------------------|---------------------|--------------|--------------|---------------|-------------|-----------------|
| 2008              | New Flyer           | SR1224       | 44           | 40            | ELE         | 3               |
| 2008              | New Flyer           | SR1224       | 44           | 40            | GE          | 12              |
| 2009              | New Flyer           | SR1363       | 29           | 35            | GE          | 8               |
| 2009              | New Flyer           | SR1362       | 44           | 40            | GE          | 16              |
| 2010              | New Flyer           | SR1570       | 38           | 40            | CNG         | 3               |
| 2011              | New Flyer           | SR1490       | 38           | 40            | CNG         | 4               |
| 2013              | New Flyer           | SR1683       | 38           | 40            | CNG         | 8               |
| 2020              | New Flyer           | SR2049       | 38           | 40            | CNG         | 7               |
| 2018              | New Flyer           | SR2241       | 38           | 40            | CNG         | 5               |
| <b>Total</b>      |                     |              |              |               |             | <b>66</b>       |

**EXHIBIT B****INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Advertising Program Services

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: \_\_\_\_\_  
*(Print)* *(Print)*By: \_\_\_\_\_ By: \_\_\_\_\_  
*(Signature)* *(Signature)*

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C**  
**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 D****CERTIFICATION OF NON-COLLUSION**

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: .....

Company Name:

Signature: .....

NOTARY

Subscribed and sworn before me this ..... day of ....., 20\_\_.

.....

.....My commission expires....., 20\_\_.

Type or Print Title

**EXHIBIT E**

**CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(Applicable to contracts \$100,000 or greater)**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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 (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;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),....., CERTIFIES 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

Date

.....

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to the City of Montebello Transportation Department prior to award.

**EXHIBIT F****CERTIFICATION OF RESTRICTIONS ON LOBBYING**

(Applicable to contracts \$100,000 or greater)

I, \_\_\_\_\_, hereby certify on behalf of

.....

(Name and title of company 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.

Executed this.....day of....., 20\_\_.

Signed by: .....

Type or Print Name

**EXHIBIT G****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.

| <b>Firm Name/<br/>Address/<br/>City, State, ZIP</b> | <b>Phone/<br/>Fax</b> | <b>Annual Gross<br/>Receipts</b>        | <b>Description of Portion of Work to be<br/>Performed</b> | <b>Local Agency Use Only<br/>(Certified DBE?)</b> |
|-----------------------------------------------------|-----------------------|-----------------------------------------|-----------------------------------------------------------|---------------------------------------------------|
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                           | <input type="checkbox"/> YES                      |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                           | <input type="checkbox"/> NO                       |
| <i>Address</i>                                      | <i>Fax</i>            | <input type="checkbox"/> < \$10 million |                                                           | <i>If YES list DBE #:</i>                         |
|                                                     |                       | <input type="checkbox"/> < \$15 million |                                                           |                                                   |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                           | Age of Firm (Yrs.)                                |
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                           | <input type="checkbox"/> YES                      |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                           | <input type="checkbox"/> NO                       |
| <i>Address</i>                                      | <i>Fax</i>            | <input type="checkbox"/> < \$10 million |                                                           | <i>If YES list DBE #:</i>                         |
|                                                     |                       | <input type="checkbox"/> < \$15 million |                                                           |                                                   |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                           | Age of Firm (Yrs.)                                |
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                           | <input type="checkbox"/> YES                      |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                           | <input type="checkbox"/> NO                       |
| <i>Address</i>                                      | <i>Fax</i>            | <input type="checkbox"/> < \$10 million |                                                           | <i>If YES list DBE #:</i>                         |
|                                                     |                       | <input type="checkbox"/> < \$15 million |                                                           |                                                   |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$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.

| <b>Firm Name/<br/>Address/<br/>City, State, ZIP</b> | <b>Phone/<br/>Fax</b> | <b>Annual Gross Receipts</b>            | <b>Description of Portion of Work to be<br/>Performed</b> | <b><u>Local Agency<br/>Use Only</u><br/>(Certified<br/>DBE?)</b> |
|-----------------------------------------------------|-----------------------|-----------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------|
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                           | <input type="checkbox"/> YES                                     |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                           | <input type="checkbox"/> NO                                      |
| <i>Address</i>                                      |                       | <input type="checkbox"/> < \$10 million |                                                           | <i>If YES list DBE #:</i>                                        |
|                                                     | <i>Fax</i>            | <input type="checkbox"/> < \$15 million |                                                           |                                                                  |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                           | Age of Firm (Yrs.)                                               |
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                           | <input type="checkbox"/> YES                                     |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                           | <input type="checkbox"/> NO                                      |
| <i>Address</i>                                      |                       | <input type="checkbox"/> < \$10 million |                                                           | <i>If YES list DBE #:</i>                                        |
|                                                     | <i>Fax</i>            | <input type="checkbox"/> < \$15 million |                                                           |                                                                  |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                           | Age of Firm (Yrs.)                                               |

**EXHIBIT H**  
**Revenue Price Proposal**

**CITY OF MONTEBELLO**

**ADVERTISING PROGRAM SERVICES**  
**REVENUE PRICE PROPOSAL**

|                 |        |
|-----------------|--------|
| COMPANY NAME:   | DATE:  |
| CONTACT PERSON: | TITLE: |
| ADDRESS:        |        |
| EMAIL:          | PHONE: |

THE CITY OF MONTEBELLO (CITY) TO RECEIVE EITHER THE PERCENTAGE OF ACTUAL NET REVENUES OR THE MONTHLY MINIMUM GUARANTEED AMOUNT, WHICHEVER IS GREATER.

|                                 | Monthly<br>Estimated<br>Gross Income | Monthly<br>Estimated<br>Expenses | Monthly<br>Estimated Net | Monthly Amount<br>to CITY<br>(<br>% of net) | Monthly Net<br>Amount Retained<br>by Proposer | Monthly Minimum<br>Guarantee<br>To CITY |
|---------------------------------|--------------------------------------|----------------------------------|--------------------------|---------------------------------------------|-----------------------------------------------|-----------------------------------------|
| Exterior Advertising            |                                      |                                  |                          |                                             |                                               |                                         |
| Interior Advertising            |                                      |                                  |                          |                                             |                                               |                                         |
| Other:                          |                                      |                                  |                          |                                             |                                               |                                         |
| <b>Year 1<br/>Monthly Total</b> |                                      |                                  |                          |                                             |                                               |                                         |

|                                 | Monthly<br>Estimated<br>Gross Income | Monthly<br>Estimated<br>Expenses | Monthly<br>Estimated Net | Monthly Amount<br>to CITY<br>(<br>% of net) | Monthly Net<br>Amount Retained<br>by Proposer | Monthly Minimum<br>Guarantee<br>To CITY |
|---------------------------------|--------------------------------------|----------------------------------|--------------------------|---------------------------------------------|-----------------------------------------------|-----------------------------------------|
| Exterior Advertising            |                                      |                                  |                          |                                             |                                               |                                         |
| Interior Advertising            |                                      |                                  |                          |                                             |                                               |                                         |
| Other:                          |                                      |                                  |                          |                                             |                                               |                                         |
| <b>Year 2<br/>Monthly Total</b> |                                      |                                  |                          |                                             |                                               |                                         |

|                                 | Monthly<br>Estimated<br>Gross Income | Monthly<br>Estimated<br>Expenses | Monthly<br>Estimated Net | Monthly Amount<br>to CITY<br>(<br>% of net) | Monthly Net<br>Amount Retained<br>by Proposer | Monthly Minimum<br>Guarantee<br>To CITY |
|---------------------------------|--------------------------------------|----------------------------------|--------------------------|---------------------------------------------|-----------------------------------------------|-----------------------------------------|
| Exterior Advertising            |                                      |                                  |                          |                                             |                                               |                                         |
| Interior Advertising            |                                      |                                  |                          |                                             |                                               |                                         |
| Other:                          |                                      |                                  |                          |                                             |                                               |                                         |
| <b>Year 3<br/>Monthly Total</b> |                                      |                                  |                          |                                             |                                               |                                         |

Please attach:

Anticipated Rate Cards

Assumed Occupancy Rate

List of items that comprise estimated expenses

Other relevant information

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

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

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

**SUBJECT:** **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**

**DATE:** November 18, 2020

---

**RECOMMENDATIONS**

It is recommended that the City Council approve an Access and License Agreement with the Water Replenishment District (WRD) for the Construction and Maintenance of a Groundwater Monitoring Well in Grant Rea Park.

**BACKGROUND**

The Water Replenishment District's (WRD) mission is to provide, protect, and preserve safe and reliable high-quality groundwater to 43 cities, including the City of Montebello. WRD uses their network of groundwater monitoring wells to evaluate groundwater inflows, outflows, changes in water levels and storage, recycled water travel paths, and overall water quality to protect the groundwater resources of the Central and West Coast Basins (CBWCB).

WRD has been partnering with organizations in its service area to propose additional locations to fill key data gaps in the CBWCB. Recently, WRD has been in communication with City staff regarding a proposed location in the parking lot of Grant Rea Park. WRD also recently received approval to install two other regional groundwater monitoring wells in parks owned by the cities of Cerritos and Paramount.

If approved, WRD will install a "nested" type well in the parking lot at Grant Rea Park as shown in Exhibit A of the recommended Access and License Agreement (Attachment A). This type of well will be drilled approximately 800 feet below the surface and will be logged by geoscientists and geophysicists. Well casings will be installed at various depths in order to tap the aquifers that are below the City of Montebello. After the well is drilled, they will install instrumentation so that water levels can be collected automatically on a regular basis. All improvements are below the ground surface and the only thing that will be visible will be the metal traffic-rated cover for an underground vault.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF NOVEMBER 18, 2020  
**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**

Page 2 of 3

Construction is expected to last approximately 35 days and includes continuous drilling (24 hours per day) during a portion of the construction duration. This area of the parking lot will be fenced and unavailable to patrons of the park for the duration of the project. Noise mitigation best management practices will be utilized throughout the construction to protect the park patrons and mitigate noise for the neighbors. When construction is complete, WRD will pay to have the parking lot restored to its current conditions. Images of prior construction sites and the final product are included in Exhibit A of the Agreement

In September, the WRD Board approved the award of a contract to ABC Liovin Drilling for the construction of new groundwater monitoring wells in its service area. A drilling date is pending the approval and final signed access and license agreement with the City of Montebello.

As outlined in the attached Agreement, WRD is responsible for the construction and all future maintenance and operations of the monitoring well as outlined in the scope of work. The City will only be responsible for providing access to the contractors during the construction and to WRD for any future sampling needs. Monitoring and sampling is anticipated quarterly and consists of a 4 to 6 hour visit, during which some parking spaces may be blocked and unavailable to accommodate the maintenance vehicle. Monitoring will likely be scheduled during weekdays when park usage is low.

### **ANALYSIS**

The agreement is at no fee to WRD and for an initial term of 20 years and can be extended by WRD for four (4) additional five (5) year terms.

The Agreement includes standard requirements for insurance and indemnification to the city and has been approved by the City Attorney as to form.

### **FISCAL IMPACTS**

The recommended action has no fiscal impact.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF NOVEMBER 18, 2020  
**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**  
Page 3 of 3

**SUMMARY**

Upon approval of the recommended Agreement by the City Council, staff will coordinate with WRD for the construction of the subject groundwater monitoring well at Grant Rea Park. Staff will also coordinate with WRD for the quarterly monitoring and sampling of groundwater that will be necessary throughout the life of the well facility.

**ATTACHMENT(S)**

- A. Access and License Agreement

## **ACCESS AND LICENSE AGREEMENT**

This Access and License Agreement (“License”) is made and entered into on \_\_\_\_\_, 2020, by and between the CITY OF MONTEBELLO (“Licensor”) and the WATER REPLENISHMENT DISTRICT (“WRD or Licensee”) together referred to as the (“Parties”) with respect to the following:

### **RECITALS**

Whereas, CITY OF MONTEBELLO is the owner of real property (Assessor Identification Number 5272-001-912) also known as Grant Rea Park at 628 Rea Drive in Montebello, CA 90660 (hereinafter referred to as the “Site”); and

Whereas, WRD is responsible for managing the groundwater supplies for 43 cities in south Los Angeles County; and

Whereas, WRD uses monitoring wells to provide the information needed to track regional groundwater quality trends, groundwater levels and flow directions in the potable aquifers of the Central Basin; and

Whereas, the CITY OF MONTEBELLO receives much of its water supply from local wells, and therefore it is very important to ensure plentiful and high-quality water in the CITY OF MONTEBELLO and southern Los Angeles County; and

Whereas WRD will hire a contractor and consultant (hereinafter referred to as “Subcontractors”) to perform the work contemplated under the Scope of Work, attached hereto as “Exhibit A”, incorporated herein by this reference; and

Whereas, WRD requests permission and access from CITY OF MONTEBELLO to install a groundwater monitoring well in conjunction with its Subcontractors at the Site, and for ongoing WRD collection sampling and for laboratory testing of the water and to measure water levels; and

Whereas, CITY OF MONTEBELLO wishes to grant WRD access to the Site so WRD and its Subcontractors can conduct the Scope of Work and to provide access for continual monitoring of the well by WRD.

## **AGREEMENT**

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

**1. Recitals**

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

**2. License**

CITY OF MONTEBELLO grants to WRD and Subcontractors a license to enter the Site to conduct the work defined in the Scope of Work, which will or may include the following:

Location: The location is defined in the Scope of Work attached hereto as Exhibit "A".

Staging Area: Upon the execution of this License, CITY OF MONTEBELLO and WRD shall agree upon a location for the work area for activities necessary or prudent to complete work at the Site. If needed, WRD, at its sole expense, shall install a temporary fence and gates around the perimeter of the work area to maintain work area security, safety and reduce interference with the work.

Scope of Work: WRD in connection with its Subcontractors shall conduct all work necessary to complete the Scope of Work attached hereto as Exhibit "A". All sampling and installation activities shall be conducted in compliance with the Scope of Work. The License is limited to the activities described in the Scope of Work and for continual monitoring of the well until WRD advises CITY OF MONTEBELLO of its intent to permanently cease all monitoring activities at the site and terminate this License. This License contemplates any and all actions deemed necessary by WRD and its Subcontractors in preparation for or termination of those activities. CITY OF MONTEBELLO does not grant permission for the performance of any other activities not previously agreed upon in writing by CITY OF MONTEBELLO.

Duration: It is intended by the Parties that this License shall continue for a period of twenty (20) years. Licensee shall have the right to extend this term for four (4) additional five (5) year terms. Each five-year term shall be in accordance with the terms and conditions set forth herein, provided Licensee is not in default of this License. This License shall be binding on all successors and assigns.



### **3. Manner of Work**

Prior to the start of any work contemplated under this License, WRD agrees to coordinate with CITY OF MONTEBELLO.

WRD agrees to utilize its best efforts to minimize noise, fumes, dust, fluids and other similar effects in conducting the Scope of Work and shall not otherwise interfere with the operations of the Site.

### **4. Insurance**

WRD shall provide prior to commencement of the Scope of Work to CITY OF MONTEBELLO evidence of the following insurance procured by WRD for WRD liability:

Commercial General Liability: \$2,000,000 aggregate and \$1,000,000 combine single limit per occurrence for bodily injury and property damage. The following coverage shall also be included: premises/operations; products completed operations; contractual, independent contractors; broad form property damage; personal injury; and pollution legal liability.

Comprehensive Automobile Liability Insurance: \$1,000,000 combine single limit per accident for bodily injury or property damage. The following coverage shall be included: owned automobiles, hired automobiles, not owned automobiles.

Workers' Compensation and Employees Liability: Workers' Compensation limits as required by the Labor Code of the State of California and employer's liability limits of \$2,000,000 per accident.

### **5. Indemnification**

To the fullest extent permitted by law, WRD ("Indemnitor") hereby agrees that at its sole cost and expense, it shall indemnify, defend and hold harmless CITY OF MONTEBELLO, its elected officials, officers, agents, representatives, employees, successors, ("Indemnitees") from any and all claims, actions, losses, injuries, deaths, liabilities, damages, judgments, or costs arising directly or from the actions of WRD and its Subcontractors pursuant to actions taken, in connection with the Scope of Work of this Agreement or the performance or failure to perform any term, provision, covenant, or condition of the Agreement., WRD, its representatives, contractors, subcontractors, consultants and agents, shall not be responsible for any liability which arises from the direct actions of the CITY OF MONTEBELLO, its officers, agents, representatives or the actions of third parties in connection with the Scope of Work. 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. 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.

**6. Restoration of Property**

Restoration of Property at Completion of Construction. Promptly after construction is complete, notwithstanding the presence of a steel lid covering the well vault at the ground surface as detailed in Attachment “A,” WRD, at its sole cost and expense, shall restore the work area at the Site surrounding the well to its original condition prior to well construction including any landscaping, paving, striping, or any other condition altered by the project.

Restoration of Property After Completion of Scope of Work. Promptly after performing the Scope of Work, WRD, at its sole cost and expense, shall restore the Site to the condition that existed prior to the execution of this License. Said well shall be terminated in accordance with all applicable regulations.

**7. Monitoring Activities**

WRD intends to conduct sampling at the Site on an on-going and continuing basis in accordance with the attached Scope of Work. WRD shall provide one (1) week notice to the CITY OF MONTEBELLO.

**8. Maintenance of Groundwater Treatment System**

WRD is solely responsible for the maintenance of the monitoring wells.

**9. Compliance with Applicable Laws**

WRD agrees that all activities performed pursuant to this License shall comply with all applicable local, state and federal laws, including, but not limited to, statutes, regulations, codes, rules and ordinances.

**10. Governing Law**

This License shall be governed by and interpreted pursuant to California law.

**11. Entire Agreement**

The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the subject matter of this License. This License may be amended only by written instrument signed by both Parties.

**12. Waste Disposal**

All soils and other wastes generated at the Site during completion of the Scope of Work shall be timely and properly disposed of by WRD and its Subcontractors in accordance with all federal, state and local laws. WRD shall be designated as the ‘generator’ on any and all non-hazardous or hazardous waste manifests required to be prepared as part of the work authorized by this License.

**13. Relationship of the Parties**

The Parties expressly disavow any intent or desire to create a partnership, joint venture, joint enterprise, principal and agent, or any or other business relationship by entering into this License other than that of licensor and licensee.

**14. Counterparts**

This License agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**15. Notices**

If to the CITY:       CITY OF MONTEBELLO  
                              1600 W. Beverly Blvd.  
                              Montebello, CA 90640  
                              ATTN: James Enriquez ([JEnriquez@cityofmontebello.com](mailto:JEnriquez@cityofmontebello.com))  
                              Tel: 323-887-1462

If to WRD:            Water Replenishment District  
                              4040 Paramount Boulevard  
                              Lakewood, CA 90712  
                              ATTN: Brian Partington ([bpartington@wrd.org](mailto:bpartington@wrd.org))  
                              Tel: 562-921-5521

IN WITNESS WHEREOF, CITY OF MONTEBELLO and WRD have caused this License to be executed by their respective duly authorized representative as of the dates set forth below.

**CITY OF MONTEBELLO**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WATER REPLENISHMENT DISTRICT**

By: \_\_\_\_\_

Its: General Manager

**Approved As To Form**  
**Leal ▪ Trejo APC**

\_\_\_\_\_  
Leal Trejo APC  
Attorneys for the Water Replenishment District

Attached: Exhibit A - Scope of Work

**EXHIBIT A**  
**SCOPE OF WORK**

## **EXHIBIT A – Grant Rea Park**

### **SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

## **INTRODUCTION**

A new nested monitoring well is proposed to be drilled, constructed, and used for long-term groundwater level and groundwater quality observations at real property (Assessor Identification Number 5272-001-912) also known as Grant Rea Park at 628 Rea Drive in Montebello, CA 90660 (see **Figure 1**).

A nested groundwater monitoring well refers to a single borehole drilled into the ground down to a depth of approximately 800 feet in which multiple small diameter (2.5 inch) PVC pipes will be emplaced at different depths to allow sampling of individual aquifers or other zones of interest that are encountered while drilling (see **Figure 2**). The information will be used as part of the Water Replenishment District's (WRD) Regional Groundwater Monitoring Program, of which we currently have over 335 wells at over 60 locations throughout or near our service area, as well as for the State-required CASGEM program (California Statewide Groundwater Elevation Monitoring).

This is a research drilling project that is being performed to track the baseline and future groundwater movement conditions and groundwater quality in this part of the Central Groundwater Basin. The information from the new wells will fill a data-gap in this portion of the basin where other wells are lacking and used to enhance the models of this region. As a research project, WRD has teamed up with ABC Liovin Drilling to do the actual drilling and construction of the nested monitoring well.

The borehole will be drilled using a direct mud rotary drilling method. A typical drill rig setup is pictured in **Figure 3**. The work area will be secured with a chain link fence to prevent unauthorized access, along with a security guard or two at night or other times as needed. The “footprint” of the temporary working area is shown on **Figure 1**. After the work is completed, the fence will be removed and the site return to pre-work conditions.

Prior to drilling, the location will be cleared by marking the site and notifying Underground Services Alert and digging the first 10 feet by hand to ensure no underground utilities. A geophysical survey (metal detector) will also be employed to clear the drill site. The monitoring well borehole will be a maximum of 15 inches in diameter at the top and narrow down to about 8 inches at the bottom of the borehole, which could be up to 800 feet deep. Soil sampling will consist of collecting and cataloging soil cuttings at 10-foot intervals or as otherwise determined. Geologic and geophysical logs will be made to document the soil conditions and depth to groundwater encountered while drilling, and to identify where the aquifers are located which are the desired targets for the nested monitoring wells.

## **EXHIBIT A – Grant Rea Park**

### **SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

Following completion of the borehole and geophysical logging, up to ~6, 2.5-inch diameter or other schedule 80 PVC pipes (wells) will be lowered into the borehole. Each pipe will be set to a different depth (e.g., 120', 270', 470', 570', 670', and 770') with a perforated section at the bottom of the pipe (commonly 20-feet in length) to allow the groundwater at that depth to flow into the pipe for measuring and sampling (**Figure 2**). The intervals between the pipes will be separated by a minimum of 60 feet of bentonite grout to seal off the borehole and prevent intermixing of groundwater in the zones between the pipes.

After installation of the pipes, they will be developed to clean out any residual drilling fluids and to ensure good communication with the aquifer adjacent to the perforations. Drilling operations will be restricted to hours prescribed by the City. The construction project will operate continuously once work commences and is estimated to last 30-45 days. A preliminary schedule follows:

#### **General Project Schedule**

##### **Pre-Construction Activities**

Obtain necessary permits

Notify Underground Service Alert, clear location to 10'.

##### **Construction Activities**

Day 1-3: Set up equipment, perimeter fence/sound wall (if needed).

Day 4-10: Drill borehole, perform geophysical logging.

Day 11-13: Construct Well.

Day 14-22: Develop Well, install well vault, move drill rig off-site.

Day 23-30: Restore site, remove fencing, and mobilize off-site.

Day 31-35: Contingency Days.

Post-Construction Activities (for at least 15 to 20 years following construction)

Visit the well quarterly to measure water levels and collect groundwater samples. Perform well or vault maintenance if needed. WRD's typical sampling vehicle is shown on See **Figure 4**.

A WRD representative will be on-site during the drilling and well construction process, including a security guard to watch the construction area overnight as needed.

## **SITE RESTORATION**

When construction is completed, the nested well will be completed at the ground surface by installing a concrete vault with a steel, traffic rated lid at grade or slightly above grade to avoid water from ponding on the lid. The lid will measure about 2 feet by 3 feet and the completion will be of high-quality workmanship and will not cause a driving or walking hazard (see **Figure**



## **EXHIBIT A – Grant Rea Park**

### **SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

2). The work area on the property surrounding the well will be restored to its original condition prior to well construction including any landscaping, paving, striping, or any other condition altered by the project.

### **GROUNDWATER MONITORING**

Following completion of the well, the well will be visited several times per year to collect water levels and water quality samples (see Schedule, above). Quarterly water quality sampling takes place every three months and requires 4 to 6 hours to complete. Water levels are measured quarterly in the last two weeks of March, June, September and December. WRD tries to perform maintenance to the well and well vault during these quarterly visits, however additional periodic visits may be necessary. Additionally, dataloggers may be installed at the well to record daily groundwater levels. Data logger related activities are performed during the visits described above. Equipment typically used during periodic monitoring well visits is shown in **Figure 4**. All data collected during construction and subsequent monitoring will be provided at no expense upon request. WRD publishes an annual Regional Groundwater Monitoring Report summarizing District wide groundwater management data which is available on-line at [www.wrd.org](http://www.wrd.org). Additionally, WRD provides data through a web-based search tool at <http://gis.wrd.org>.

### **HANDLING OF INVESTIGATION DERIVED WASTE**

The project is part of a regional clean water resources investigation. A specific point source site or other contamination has not been targeted. The location was selected based on its distance from other wells in the WRD network, and the apparent availability of space at the sports complex parking lot.

Investigation derived waste is anticipated to be non-hazardous soil, drilling mud, development water and purged groundwater. All waste will be contained on-site, profiled, and transported to appropriate waste facilities by ABC Liovin Drilling (on behalf of WRD). Generally, two poly-lined, 20 cubic yard roll-off soil bins and one 5,000 gallon Baker tank are on-site at a time and are rotated out as the project progresses. Drilling mud and development water are removed from the soil bins and Baker tank by vacuum trucks and transported to disposal facilities.

After well completion and development WRD will purge and sample the well. Purged water from the first sampling will be discharged directly into a vacuum truck and transported to a water treatment facility. Samples of the groundwater will be profiled and the monitoring well will be added to WRDs NPDES discharge permit. Purge water from subsequent sampling events will be discharged to the storm drain or other criteria as specified by our permit.



## **EXHIBIT A – Grant Rea Park**

### **SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

Additionally, ABC Liovin Drilling will implement an on-site spill prevention and clean-up plan to prevent impacts from equipment related hydrocarbon releases and drilling mud spills. Site cleanup measures will be implemented and include absorbent materials being placed on spills or underneath leaks. After use, these materials will be placed in garbage bags and hauled away for proper disposal. Although not anticipated, any mud spills will be shoveled up and placed in the containment bins for offsite disposal.

### **CEQA**

The drilling of these monitoring wells is categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Section 15306.

### **OTHER INFORMATION**

Photographs and diagrams of the construction and monitoring process are shown below. Please contact Brian Partington, Manager of Hydrogeology at WRD if you need additional information at (562) 275-4249 or [bpartington@wrdd.org](mailto:bpartington@wrdd.org)

**EXHIBIT A – Grant Rea Park**

**SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

**Figure 1 – Proposed Site for Groundwater Monitoring Well**



**Site Location and General Work Area**



Drill Rig Work Area

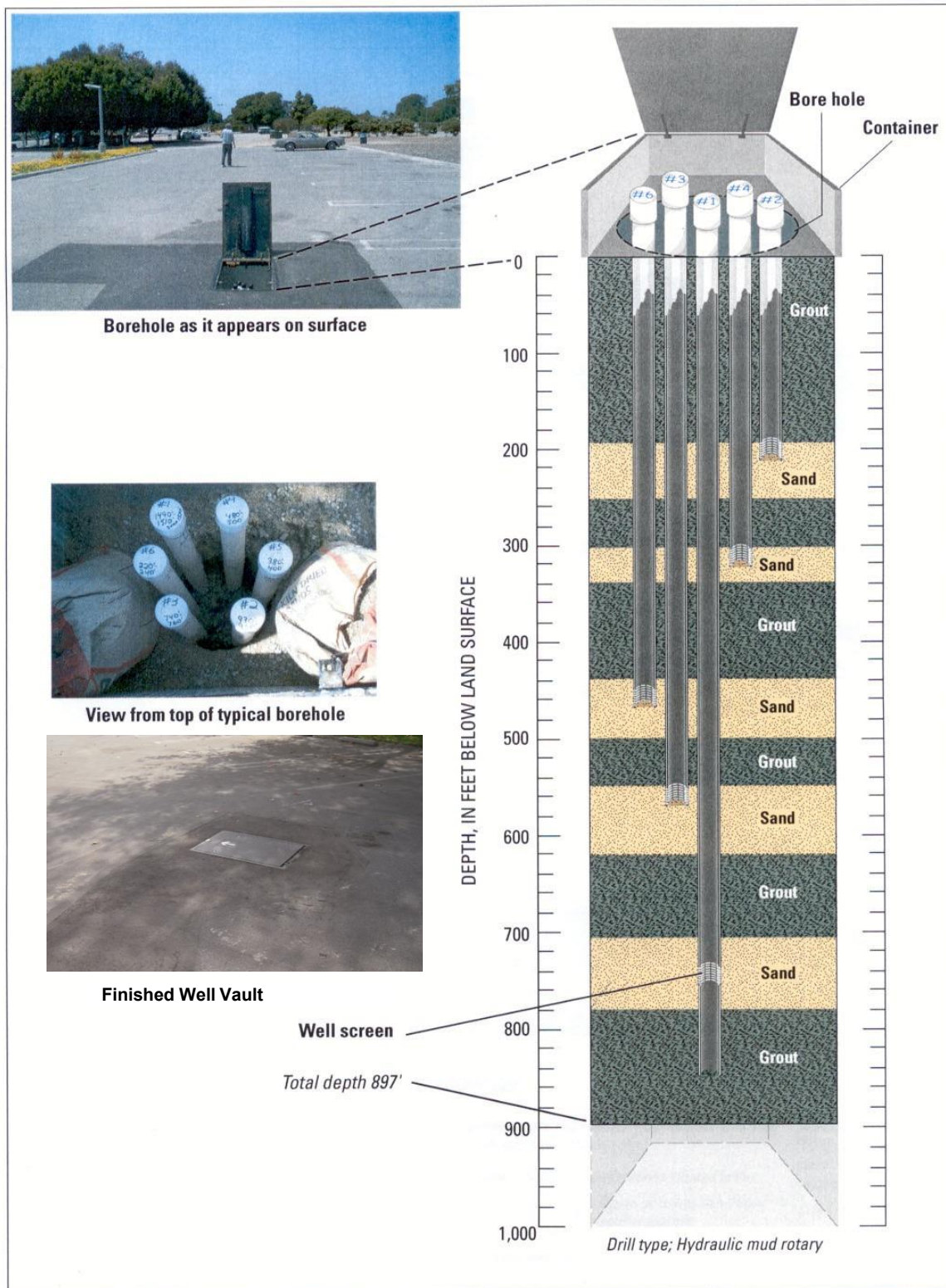


## **EXHIBIT A – Grant Rea Park**

### **SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

**Figure 2 – Typical Nested Monitoring Well Construction and Completion**



**EXHIBIT A – Grant Rea Park**

**SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

**Figure 3 – Drill Rig Setup**





**EXHIBIT A – Grant Rea Park**

**SCOPE OF WORK FOR MONTEBELLO #2**

GRANT REA PARK: 628 REA DRIVE IN MONTEBELLO, CALIFORNIA

**Figure 4 – Typical Sampling Vehicle**



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. 1500, consisting of 13 pages, and including

**Warrant No.:  
Checks No.: 590879 through 591133;  
ACH 0  
ACH 46 through 109**

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 18<sup>th</sup> DAY OF NOVEMBER, 2020.**

\_\_\_\_\_  
**SALVADOR MELENDEZ, Mayor**

**ATTEST:**

\_\_\_\_\_  
**IRMA BARAJAS, City Clerk**



City of Montebello

Register of Demands No. 1500

From Payment Date: 10/19/20 - To Payment Date: 11/05/20

| CHECK #                | DATE       | AMOUNT      | ACCOUNT DESCRIPTION | VENDOR # | VENDOR NAME                      |
|------------------------|------------|-------------|---------------------|----------|----------------------------------|
| 4331 - General Account |            |             |                     |          |                                  |
| 590879                 | 10/19/2020 | \$1,460.68  | UTILITY SERVICES    | 47580    | CALIFORNIA WATER SERVICE COMPANY |
| 590880                 | 10/19/2020 | \$88,872.81 | UTILITY SERVICES    | 14730    | SAN GABRIEL VALLEY WATER CO.     |
| 590881                 | 10/19/2020 | \$636.54    | UTILITY SERVICES    | 1732     | AT&T CORP.                       |
| 590882                 | 10/19/2020 | \$2,409.87  | UTILITY SERVICES    | 38380    | AT&T                             |
| 590883                 | 10/19/2020 | \$6,076.85  | UTILITY SERVICES    | 39550    | AT&T                             |
| 590884                 | 10/19/2020 | \$55.10     | UTILITY SERVICES    | 39550    | AT&T                             |
| 590885                 | 10/19/2020 | \$37.06     | UTILITY SERVICES    | 36610    | CITY OF PICO RIVERA              |
| 590886                 | 10/19/2020 | \$16,595.42 | UTILITY SERVICES    | 45630    | SOUTHERN CALIFORNIA EDISON       |
| 590887                 | 10/19/2020 | \$3,180.20  | UTILITY SERVICES    | 72570    | U.S. TELEPACIFIC CORP            |
| 590888                 | 10/22/2020 | \$40.00     | CARPOOL INCENTIVE   | 289      | ANDREA ANDRADE                   |
| 590889                 | 10/22/2020 | \$40.00     | CARPOOL INCENTIVE   | 61470    | ERIKA L. ANDRADE                 |
| 590890                 | 10/22/2020 | \$70.00     | CARPOOL INCENTIVE   | 71590    | LUZ MARIA                        |
| 590891                 | 10/22/2020 | \$55.00     | CARPOOL INCENTIVE   | 1668     | MEL PASTION                      |
| 590892                 | 10/22/2020 | \$40.00     | CARPOOL INCENTIVE   | 395      | MARIA TERESA VASQUEZ             |
| 590893                 | 10/22/2020 | \$2,366.28  | UTILITY SERVICES    | 38380    | AT&T                             |
| 590894                 | 10/22/2020 | \$4,822.53  | UTILITY SERVICES    | 39550    | AT&T                             |
| 590895                 | 10/22/2020 | \$183.36    | UTILITY SERVICES    | 47580    | CALIFORNIA WATER SERVICE COMPANY |
| 590896                 | 10/22/2020 | \$3,374.55  | UTILITY SERVICES    | 40520    | SOUTHERN CALIFORNIA GAS CO.      |
| 590897                 | 10/22/2020 | \$3,205.96  | UTILITY SERVICES    | 72570    | U.S. TELEPACIFIC CORP            |
| 590898                 | 10/22/2020 | \$3,633.13  | SUPPLIES            | 2840     | ACDC APPAREL                     |
| 590899                 | 10/22/2020 | \$144.00    | CONTRACT SERVICES   | 1352     | ADR SECURITY SYSTEMS, INC.       |
| 590900                 | 10/22/2020 | \$895.00    | SERVICE             | 1870     | ALEX & E PARTY RENTALS           |
| 590901                 | 10/22/2020 | \$2,998.91  | SUPPLIES            | 2586     | AMAZON CAPITAL SERVICES, INC.    |



City of Montebello

Register of Demands No. 1500

From Payment Date: 10/19/20 - To Payment Date: 11/05/20

| CHECK # | DATE       | AMOUNT      | ACCOUNT DESCRIPTION          | VENDOR # | VENDOR NAME                              |
|---------|------------|-------------|------------------------------|----------|------------------------------------------|
| 590902  | 10/22/2020 | \$1,894.13  | CONTRACT SERVICES            | 38010    | ADVANCED AVANT-GARDE CORPORATION         |
| 590903  | 10/22/2020 | \$95.00     | PEST CONTROL SERVICE         | 983      | ABBA TERMITE AND PEST CONTROL, INC.      |
| 590904  | 10/22/2020 | \$1,530.11  | SERVICE                      | 27170    | BEVERLY HOSPITAL                         |
| 590905  | 10/22/2020 | \$1,500.00  | DUES & SUBSCRIPTIONS         | 54110    | CALIFORNIA PEACE OFFICERS' ASSOCIATION   |
| 590906  | 10/22/2020 | \$64,112.38 | WATER PURCHASE RESALE        | 19120    | CENTRAL BASIN MUNICIPAL WATER DISTRICT   |
| 590907  | 10/22/2020 | \$10,161.85 | LOAN PAYMENT                 | 19120    | CENTRAL BASIN MUNICIPAL WATER DISTRICT   |
| 590908  | 10/22/2020 | \$8,535.35  | LOAN PAYMENT                 | 19120    | CENTRAL BASIN MUNICIPAL WATER DISTRICT   |
| 590909  | 10/22/2020 | \$57,535.46 | WATER PURCHASE RESALE        | 19120    | CENTRAL BASIN MUNICIPAL WATER DISTRICT   |
| 590910  | 10/22/2020 | \$242.67    | SERVICE                      | 11990    | CUMMINS-ALLISON CORP                     |
| 590911  | 10/22/2020 | \$255.60    | GENERAL                      | 76360    | DIVISION OF THE STATE ARCHITECT          |
| 590912  | 10/22/2020 | \$12,510.00 | TRAINING                     | 3037     | DRONITEK DRONE FLIGHT ACADEMY            |
| 590913  | 10/22/2020 | \$1,360.00  | CONTRACT SERVICES            | 2229     | EAGLE PORTABLES INC.                     |
| 590914  | 10/22/2020 | \$117.62    | FUEL                         | 1894     | ECONOMY RENTAL, INC.                     |
| 590915  | 10/22/2020 | \$3,000.00  | SERVICE                      | 3043     | FOCUS ENVIRONMENTAL CONSULTING           |
| 590916  | 10/22/2020 | \$8,394.08  | SERVICE                      | 2981     | G4S SECURE SOLUTIONS (USA) INC.          |
| 590917  | 10/22/2020 | \$120.00    | SERVICE                      | 1650     | GOLDEN STATE ELEVATOR SERVICE INC.       |
| 590918  | 10/22/2020 | \$6,000.00  | SERVICE                      | 3019     | GRIFFIN STRUCTURES INC.                  |
| 590919  | 10/22/2020 | \$399.00    | SERVICE                      | 44750    | HEALTHFIRST MEDICAL GROUP                |
| 590920  | 10/22/2020 | \$350.00    | SERVICE                      | 2189     | HEARD'S INVESTIGATIONS AND POLYGRAPH LLC |
| 590921  | 10/22/2020 | \$2,125.00  | SERVICE                      | 1349     | HEART OF COMPASSION                      |
| 590922  | 10/22/2020 | \$336.32    | SERVICE                      | 2852     | ICE STAR REFRIGERATION, LLC              |
| 590923  | 10/22/2020 | \$4,112.98  | VEHICLE MAINTENANCE/EXPENSES | 29680    | INLAND KENWORTH, INC.                    |
| 590924  | 10/22/2020 | \$724.59    | SERVICE                      | 1357     | IRON MOUNTAIN INC.                       |
| 590925  | 10/22/2020 | \$1,878.00  | HVAC MAINTENANCE & REPAIR    | 2152     | JOHNSON CONTROLS, INC.                   |





## City of Montebello

### Register of Demands No. 1500

From Payment Date: 10/19/20 - To Payment Date: 11/05/20

| CHECK # | DATE       | AMOUNT       | ACCOUNT DESCRIPTION          | VENDOR # | VENDOR NAME                                 |
|---------|------------|--------------|------------------------------|----------|---------------------------------------------|
| 590926  | 10/22/2020 | \$3,109.20   | SERVICE                      | 15070    | LEXIPOL, LLC                                |
| 590927  | 10/22/2020 | \$4,609.11   | SUPPLIES                     | 26670    | LIFE-ASSIST, INC.                           |
| 590928  | 10/22/2020 | \$42.00      | PERMITS AND FEES             | 28440    | LOS ANGELES COUNTY TAX COLLECTOR            |
| 590929  | 10/22/2020 | \$15.70      | SUPPLIES                     | 2935     | MARTIN AUTO COLOR, INC.                     |
| 590930  | 10/22/2020 | \$305.96     | SERVICE                      | 74640    | MISSION LINEN SUPPLY                        |
| 590931  | 10/22/2020 | \$32,218.71  | VEHICLE MAINTENANCE/EXPENSES | 54300    | SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS |
| 590932  | 10/22/2020 | \$145.98     | VEHICLE MAINTENANCE/EXPENSES | 1385     | MUNCIE RECLAMATION AND SUPPLY COMPANY       |
| 590933  | 10/22/2020 | \$746.75     | VEHICLE MAINTENANCE/EXPENSES | 2480     | SOCAL AUTO & TRUCK PARTS, INC.              |
| 590934  | 10/22/2020 | \$225.00     | SERVICE                      | 26370    | NAVARRO'S TOWING SERVICE                    |
| 590935  | 10/22/2020 | \$154.66     | VEHICLE MAINTENANCE/EXPENSES | 60710    | THE AFTERMARKET PARTS COMPANY, LLC          |
| 590936  | 10/22/2020 | \$353.47     | SUPPLIES                     | 15620    | OFFICE DEPOT                                |
| 590937  | 10/22/2020 | \$194.28     | SERVICE                      | 26460    | ORBIT RENTALS, INC.                         |
| 590938  | 10/22/2020 | \$35,900.00  | CONTRACT SERVICES            | 2764     | RAINTEK ENTERPRISES INC.                    |
| 590939  | 10/22/2020 | \$2,050.00   | SERVICE                      | 15180    | STEARNS, CONRAD AND SCHMIDT CONSULTING ENG. |
| 590940  | 10/22/2020 | \$513.14     | SERVICE                      | 36350    | SHRED-IT USA                                |
| 590941  | 10/22/2020 | \$33,784.85  | CONTRACT SERVICES            | 2361     | SIEMENS MOBILITY                            |
| 590942  | 10/22/2020 | \$5,972.40   | SERVICE                      | 743      | SIERRA INSTALLATIONS, INC.                  |
| 590943  | 10/22/2020 | \$252,870.73 | CONTRACT SERVICES            | 33290    | SOUTHERN CALIFORNIA EDISON CO.              |
| 590944  | 10/22/2020 | \$569.25     | CONTRACT SERVICES            | 9270     | TANK SPECIALIST OF CALIFORNIA               |
| 590945  | 10/22/2020 | \$523.89     | SUPPLIES                     | 131      | UNITED SITE SERVICES, INC.                  |
| 590946  | 10/22/2020 | \$5,136.32   | CONTRACT SERVICES            | 37       | U.S. SECURITY ASSOCIATES, INC.              |
| 590947  | 10/22/2020 | \$322.81     | VEHICLE MAINTENANCE/EXPENSES | 2701     | VARGAS DIESEL INC.                          |
| 590948  | 10/22/2020 | \$4,841.31   | INSURANCE PREMIUMS           | 58990    | VISION SERVICE PLAN                         |
| 590949  | 10/22/2020 | \$704.97     | SERVICE-SENIOR CENTER        | 10450    | VMI INC.                                    |



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| CHECK # | DATE       | AMOUNT      | ACCOUNT DESCRIPTION          | VENDOR # | VENDOR NAME                               |
|---------|------------|-------------|------------------------------|----------|-------------------------------------------|
| 590950  | 10/22/2020 | \$5,674.04  | VEHICLE MAINTENANCE/EXPENSES | 25860    | WAYNE HARMEIER INC./WAYNE ELECRIE COMPANY |
| 590951  | 10/22/2020 | \$36,800.00 | CONTRACT SERVICES            | 3021     | WEST & ASSOCIATES ENGINEERING, INC.       |
| 590952  | 10/22/2020 | \$215.00    | SERVICE                      | 3006     | WORLD OIL ENVIRONMENTAL SERVICES          |
| 590953  | 10/22/2020 | \$18,750.00 | LEGAL SERVICES               | 2910     | HAZELRIGG CLAIMS MANAGEMENT SERVICES      |
| 590954  | 10/22/2020 | \$32,693.44 | FUEL INVENTORY               | 1059     | AMBER RESOURCES LLC/SAWYER PETROLEUM      |
| 590955  | 10/29/2020 | \$661.54    | UTILITY SERVICES             | 1732     | AT&T CORP.                                |
| 590956  | 10/29/2020 | \$553.36    | UTILITY SERVICES             | 38380    | AT&T                                      |
| 590957  | 10/29/2020 | \$5,901.71  | UTILITY SERVICES             | 39550    | AT&T                                      |
| 590958  | 10/29/2020 | \$65.66     | UTILITY SERVICES             | 39550    | AT&T                                      |
| 590959  | 10/29/2020 | \$945.84    | UTILITY SERVICES             | 14730    | SAN GABRIEL VALLEY WATER CO.              |
| 590960  | 10/29/2020 | \$38,244.97 | FUEL                         | 45630    | SOUTHERN CALIFORNIA EDISON                |
| 590961  | 10/29/2020 | \$159.21    | UTILITY SERVICES             | 40520    | SOUTHERN CALIFORNIA GAS CO.               |
| 590962  | 10/29/2020 | \$771.74    | UTILITY SERVICES             | 526      | T-MOBILE USA, INC.                        |
| 590963  | 10/29/2020 | \$456.61    | UTILITY SERVICES             | 23610    | VERIZON WIRELESS                          |
| 590964  | 10/29/2020 | \$456.61    | UTILITY SERVICES             | 23610    | VERIZON WIRELESS                          |
| 590965  | 10/29/2020 | \$38.01     | UTILITY SERVICES             | 23610    | VERIZON WIRELESS                          |
| 590966  | 10/29/2020 | \$551.35    | UTILITY SERVICES             | 23610    | VERIZON WIRELESS                          |
| 590967  | 10/29/2020 | \$198.08    | SERVICE                      | 1674     | 1st JON INC.                              |
| 590968  | 10/29/2020 | \$534.50    | SERVICE                      | 64600    | A TO Z FIRE PROTECTION COMPANY            |
| 590969  | 10/29/2020 | \$29,633.00 | MACHINERY & EQUIPMENTS       | 3041     | ADVEXURE LLC                              |
| 590970  | 10/29/2020 | \$2,425.49  | SUPPLIES                     | 1730     | ALLIED 100, LLC.                          |
| 590971  | 10/29/2020 | \$12,715.62 | INSURANCE PREMIUM            | 55860    | AFLAC                                     |
| 590972  | 10/29/2020 | \$70.00     | REFUND                       | 3051     | JUDITH M. ALVARADO                        |
| 590973  | 10/29/2020 | \$2,056.29  | MACHINERY & EQUIPMENTS       | 2586     | AMAZON CAPITAL SERVICES, INC.             |



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| CHECK # | DATE       | AMOUNT       | ACCOUNT DESCRIPTION            | VENDOR # | VENDOR NAME                               |
|---------|------------|--------------|--------------------------------|----------|-------------------------------------------|
| 590974  | 10/29/2020 | \$297.68     | SUPPLIES                       | 62880    | AMERICAN EMBLEMATIC, LLC                  |
| 590975  | 10/29/2020 | \$20,434.51  | LEGAL SERVICES                 | 16710    | ATKINSON, ANDELSON, LOYA, RUUD & ROMO     |
| 590976  | 10/29/2020 | \$2,112.20   | VEHICLE MAINTENANCE/EXPENSES   | 278      | ATLAS RADIATOR, INC.                      |
| 590977  | 10/29/2020 | \$42.96      | VEHICLE MAINTENANCE/EXPENSES   | 74990    | AUTOZONE                                  |
| 590978  | 10/29/2020 | \$49.00      | SERVICE                        | 58240    | STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE |
| 590979  | 10/29/2020 | \$1,525.00   | SERVICE                        | 62670    | COMMOM AREA MAINTENANCE SERVICES          |
| 590980  | 10/29/2020 | \$2,453.00   | GREAT PLATES DELIVERED PROGRAM | 2922     | ARA H. BALAYAN/CATERING BY HERACH AND ARA |
| 590981  | 10/29/2020 | \$281.46     | CONTRACT SERVICES              | 36870    | CINTAS CORPORATION                        |
| 590982  | 10/29/2020 | \$8,229.04   | CONTRACT SERVICES              | 52710    | CLEAN ENERGY FUELS                        |
| 590983  | 10/29/2020 | \$781.33     | SUPPLIES                       | 21690    | COLUMBIA BUSINESS FORMS, INC.             |
| 590984  | 10/29/2020 | \$6,742.01   | SUPPLIES                       | 26080    | L. N. CURTIS & SONS                       |
| 590985  | 10/29/2020 | \$1,175.66   | ADVERTISING/PRINTING SERVICES  | 1354     | DAILY JOURNAL CORPORATION                 |
| 590986  | 10/29/2020 | \$1,687.50   | SERVICE                        | 49400    | U.S. MOBILE WIRELESS/DAYWIRELESS SYSTEM   |
| 590987  | 10/29/2020 | \$34,955.60  | SUPPLIES                       | 408      | DEKRA-LITE INDUSTRIES, INC.               |
| 590988  | 10/29/2020 | \$144,245.00 | CONTRACT SERVICES              | 30170    | CITY OF DOWNEY                            |
| 590989  | 10/29/2020 | \$106.55     | SUPPLIES                       | 1252     | EVIDENT, INC.                             |
| 590990  | 10/29/2020 | \$48.10      | MAIL/ POSTAL EXPENSE           | 22400    | FEDERAL EXPRESS CORPORATION               |
| 590991  | 10/29/2020 | \$143.66     | VEHICLE MAINTENANCE/EXPENSES   | 38020    | FLEET PRIDE, INC.                         |
| 590992  | 10/29/2020 | \$1,060.00   | SERVICE                        | 71920    | TOYETTA L. BEUKES                         |
| 590993  | 10/29/2020 | \$4,709.12   | UTILITY SERVICES               | 2467     | FUSION CLOUD SERVICES, LLC                |
| 590994  | 10/29/2020 | \$24,912.48  | SERVICE                        | 2981     | G4S SECURE SOLUTIONS (USA) INC.           |
| 590995  | 10/29/2020 | \$49,000.00  | SERVICE                        | 2861     | JOSE L. GARCIA/AAA SUSPENDED CEILINGS     |
| 590996  | 10/29/2020 | \$1,569.30   | VEHICLE MAINTENANCE/EXPENSES   | 33720    | ARKAY ACQUISITION LLC                     |
| 590997  | 10/29/2020 | \$213.14     | SUPPLIES                       | 9470     | GRAINGER, INC.                            |



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|---------|------------|-------------|------------------------------|----------|----------------------------------------------------|
| 590998  | 10/29/2020 | \$2,951.34  | SERVICE                      | 8        | GRAYBAR ELECTRIC COMPANY, INC                      |
| 590999  | 10/29/2020 | \$3,483.71  | VEHICLE MAINTENANCE/EXPENSES | 270      | HARBOR DIESEL AND EQUIPMENT, INC.                  |
| 591000  | 10/29/2020 | \$3,962.50  | CONTRACT SERVICES            | 46870    | HDL COREN & CONE                                   |
| 591001  | 10/29/2020 | \$484.50    | VEHICLE MAINTENANCE/EXPENSES | 4100     | I & R AUTO BODY & PAINT                            |
| 591002  | 10/29/2020 | \$4,112.98  | VEHICLE MAINTENANCE/EXPENSES | 29680    | INLAND KENWORTH, INC.                              |
| 591003  | 10/29/2020 | \$180.00    | CONTRACT SERVICES            | 73310    | KRONOS INCORPORATED                                |
| 591004  | 10/29/2020 | \$2,966.95  | SUPPLIES                     | 26670    | LIFE-ASSIST, INC.                                  |
| 591005  | 10/29/2020 | \$23,527.77 | CUSTODIAL SERVICES           | 1886     | LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP |
| 591006  | 10/29/2020 | \$440.00    | SERVICE                      | 47110    | LM SYSTEMS                                         |
| 591007  | 10/29/2020 | \$10,000.00 | SERVICE                      | 2945     | MERCURY                                            |
| 591008  | 10/29/2020 | \$9,154.14  | SERVICE                      | 110      | MICHELIN NORTH AMERICA, INC                        |
| 591009  | 10/29/2020 | \$312.15    | SERVICE                      | 74640    | MISSION LINEN SUPPLY                               |
| 591010  | 10/29/2020 | \$17,376.00 | MEAL FUND-FIRE               | 1690     | MONTEBELLO FIRE FIGHTERS ASSOCIATION               |
| 591011  | 10/29/2020 | \$351.00    | DUES & SUBSCRIPTIONS         | 2355     | MONTEBELLO ROTARY                                  |
| 591012  | 10/29/2020 | \$525.97    | VEHICLE MAINTENANCE/EXPENSES | 54300    | SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS        |
| 591013  | 10/29/2020 | \$80.00     | REFUND                       | 3052     | DANNY MORALES                                      |
| 591014  | 10/29/2020 | \$60.00     | SERVICE                      | 2958     | RACHEL YVONNE HOSKINS                              |
| 591015  | 10/29/2020 | \$4.19      | SERVICE                      | 1385     | MUNCIE RECLAMATION AND SUPPLY COMPANY              |
| 591016  | 10/29/2020 | \$14,359.24 | MACHINERY & EQUIPMENTS       | 450      | MUNICIPAL EMERGENCY SERVICES, INC.                 |
| 591017  | 10/29/2020 | \$894.10    | VEHICLE MAINTENANCE/EXPENSES | 2480     | SOCAL AUTO & TRUCK PARTS, INC.                     |
| 591018  | 10/29/2020 | \$1,151.56  | VEHICLE MAINTENANCE/EXPENSES | 60710    | THE AFTERMARKET PARTS COMPANY, LLC                 |
| 591019  | 10/29/2020 | \$1,139.68  | SUPPLIES                     | 70710    | NIVEL PARTS & MFG CO., LLC                         |
| 591020  | 10/29/2020 | \$15,709.67 | CONTRACT SERVICES            | 2673     | NTH GENERATION COMPUTING, INC.                     |
| 591021  | 10/29/2020 | \$205.03    | SUPPLIES                     | 15620    | OFFICE DEPOT                                       |



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|---------|------------|-------------|------------------------------|----------|---------------------------------------------|
| 591022  | 10/29/2020 | \$38,089.80 | CONTRACT SERVICES            | 42180    | PCAM, LLC                                   |
| 591023  | 10/29/2020 | \$184.54    | SUPPLIES                     | 56260    | PRUDENTIAL OVERALL SUPPLY                   |
| 591024  | 10/29/2020 | \$264.00    | SUPPLIES                     | 43510    | QUIET CANNON MONTEBELLO INC.                |
| 591025  | 10/29/2020 | \$316.73    | SUPPLIES                     | 1925     | CENTRAL SANITARY SUPPLY                     |
| 591026  | 10/29/2020 | \$29,180.00 | SERVICE                      | 2944     | RESERV CONSTRUCTION                         |
| 591027  | 10/29/2020 | \$393.72    | SUPPLIES                     | 345      | SCHWAAB, INC.                               |
| 591028  | 10/29/2020 | \$1,107.79  | SUPPLIES                     | 2686     | THE SHERWIN-WILLIAMS CO.                    |
| 591029  | 10/29/2020 | \$1,057.89  | CONTRACT SERVICES            | 36350    | SHRED-IT USA                                |
| 591030  | 10/29/2020 | \$16,500.00 | PLAN CHECKING SERVICES       | 385      | DANIEL SIFUENTES/SOCAL SAFETY SERVICES      |
| 591031  | 10/29/2020 | \$139.63    | PERMITS AND FEES             | 28240    | SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT |
| 591032  | 10/29/2020 | \$136.40    | PERMITS AND FEES             | 28240    | SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT |
| 591033  | 10/29/2020 | \$132.58    | REIMBURSEMENT                | 3053     | MICHAEL TELLES                              |
| 591034  | 10/29/2020 | \$1,320.00  | CONTRACT SERVICES            | 652      | TIMECLOCK PLUS                              |
| 591035  | 10/29/2020 | \$3,090.00  | CONTRACT SERVICES            | 217      | TRACKIT LLC                                 |
| 591036  | 10/29/2020 | \$15,750.00 | MACHINERY & EQUIPMENTS       | 1188     | TYLER TECHNOLOGIES, INC.                    |
| 591037  | 10/29/2020 | \$7,871.97  | COPIER REPAIR/SERVICES       | 2747     | U.S. BANK EQUIPMENT FINANCE                 |
| 591038  | 10/29/2020 | \$281.23    | CONTRACT SERVICES            | 131      | UNITED SITE SERVICES, INC.                  |
| 591039  | 10/29/2020 | \$6,048.87  | VEHICLE MAINTENANCE/EXPENSES | 25860    | WAYNE HARMEIER INC.                         |
| 591040  | 10/29/2020 | \$70.00     | REFUND                       | 3050     | ISABEL WILD                                 |
| 591041  | 10/29/2020 | \$383.25    | SERVICE                      | 1657     | ARTURO ZAVALA'S                             |
| 591042  | 11/05/2020 | \$699.51    | UTILITY SERVICES             | 1732     | AT&T CORP.                                  |
| 591043  | 11/05/2020 | \$636.64    | UTILITY SERVICES             | 1732     | AT&T CORP.                                  |
| 591044  | 11/05/2020 | \$698.58    | UTILITY SERVICES             | 1732     | AT&T CORP.                                  |
| 591045  | 11/05/2020 | \$688.10    | UTILITY SERVICES             | 1732     | AT&T CORP.                                  |



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|---------|------------|-------------|-----------------------|----------|-------------------------------------------|
| 591046  | 11/05/2020 | \$605.03    | UTILITY SERVICES      | 39550    | AT&T                                      |
| 591047  | 11/05/2020 | \$17.66     | UTILITY SERVICES      | 73760    | AT&T TELECONFERENCE SERVICES              |
| 591048  | 11/05/2020 | \$1,487.58  | UTILITY SERVICES      | 47580    | CALIFORNIA WATER SERVICE COMPANY          |
| 591049  | 11/05/2020 | \$19,810.67 | UTILITY SERVICES      | 4760     | MONTEBELLO LAND & WATER CO.               |
| 591050  | 11/05/2020 | \$30.15     | UTILITY SERVICES      | 100      | PICO WATER DISTRICT                       |
| 591051  | 11/05/2020 | \$5,568.39  | UTILITY SERVICES      | 14730    | SAN GABRIEL VALLEY WATER CO.              |
| 591052  | 11/05/2020 | \$61,430.97 | UTILITY SERVICES      | 45630    | SOUTHERN CALIFORNIA EDISON                |
| 591053  | 11/05/2020 | \$5,591.30  | UTILITY SERVICES      | 526      | T-MOBILE USA, INC.                        |
| 591054  | 11/05/2020 | \$51.67     | UTILITY SERVICES      | 23610    | VERIZON WIRELESS                          |
| 591055  | 11/05/2020 | \$1,114.52  | UTILITY SERVICES      | 23610    | VERIZON WIRELESS                          |
| 591056  | 11/05/2020 | \$2,993.06  | UTILITY SERVICES      | 23610    | VERIZON WIRELESS                          |
| 591057  | 11/05/2020 | \$37.65     | LEGAL SERVICES        | 17680    | ALVARADOSMITH                             |
| 591058  | 11/05/2020 | \$688.94    | UTILITY SERVICES      | 2257     | AIRESRING INC.                            |
| 591059  | 11/05/2020 | \$412.00    | REFUND                | 3064     | AMALIA LOPEZ                              |
| 591060  | 11/05/2020 | \$4,747.49  | SUPPLIES              | 2586     | AMAZON CAPITAL SERVICES, INC.             |
| 591061  | 11/05/2020 | \$6,392.00  | DUES & SUBSCRIPTIONS  | 48790    | AREA E CIVIL DEFENSE & DISASTER BOARD     |
| 591062  | 11/05/2020 | \$232.83    | LEGAL SERVICES        | 16710    | ATKINSON, ANDELSON, LOYA, RUUD & ROMO     |
| 591063  | 11/05/2020 | \$26,424.98 | SUPPLIES              | 13240    | BANKCARD CENTER                           |
| 591064  | 11/05/2020 | \$962.00    | TRAINING              | 40510    | BEHAVIOR ANALYSIS TRAINING INC.           |
| 591065  | 11/05/2020 | \$249.00    | SERVICE               | 58240    | STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE |
| 591066  | 11/05/2020 | \$198.50    | TRAINING              | 32830    | CENTER FOR CRIMINAL JUSTICE               |
| 591067  | 11/05/2020 | \$57,668.32 | WATER PURCHASE RESALE | 19120    | CENTRAL BASIN MUNICIPAL WATER DISTRICT    |
| 591068  | 11/05/2020 | \$7,941.34  | LOAN PAYMENT          | 19120    | CENTRAL BASIN MUNICIPAL WATER DISTRICT    |
| 591069  | 11/05/2020 | \$400.00    | SERVICE               | 1643     | COMPANY NURSE                             |



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|---------|------------|-------------|-------------------------------|----------|----------------------------------------------------|
| 591070  | 11/05/2020 | \$10,034.47 | CONTRACT SERVICES             | 56540    | STEVE HINES NO. 1,LLC                              |
| 591071  | 11/05/2020 | \$170.67    | SUPPLIES                      | 2973     | COPYCATS DIGITAL SOLUTIONS                         |
| 591072  | 11/05/2020 | \$7,871.85  | SUPPLIES                      | 26080    | L. N. CURTIS & SONS                                |
| 591073  | 11/05/2020 | \$566.03    | ADVERTISING/PRINTING SERVICES | 1354     | DAILY JOURNAL CORPORATION                          |
| 591074  | 11/05/2020 | \$826.89    | CONTRACT SERVICES             | 408      | DEKRA-LITE INDUSTRIES, INC.                        |
| 591075  | 11/05/2020 | \$45,056.52 | INSURANCE PREMIUM             | 4110     | DELTA DENTAL OF CALIFORNIA                         |
| 591076  | 11/05/2020 | \$135.00    | TRAINING                      | 3062     | DELTA-5 LABORATORIES, LTD CO.                      |
| 591077  | 11/05/2020 | \$4,590.00  | CONTRACT SERVICES             | 2019     | DEWEY SERVICES INCORPORATED                        |
| 591078  | 11/05/2020 | \$8,695.00  | MACHINERY & EQUIPMENTS        | 2616     | EXTREME SAFETY INC.                                |
| 591079  | 11/05/2020 | \$47.36     | MAIL/ POSTAL EXPENSE          | 22400    | FEDERAL EXPRESS CORPORATION                        |
| 591080  | 11/05/2020 | \$1,060.00  | CONTRACT SERVICES             | 71920    | TOYETTA L. BEUKES                                  |
| 591081  | 11/05/2020 | \$23,934.60 | CONTRACT SERVICES             | 2981     | G4S SECURE SOLUTIONS (USA) INC.                    |
| 591082  | 11/05/2020 | \$2,840.24  | UNIFORM EXPENSE               | 55650    | GALLS, LLC                                         |
| 591083  | 11/05/2020 | \$34.11     | SUPPLIES                      | 3059     | MARIA GARCIA                                       |
| 591084  | 11/05/2020 | \$530.89    | SUPPLIES                      | 9470     | GRAINGER, INC.                                     |
| 591085  | 11/05/2020 | \$333.69    | VEHICLE MAINTENANCE/EXPENSES  | 270      | HARBOR DIESEL AND EQUIPMENT, INC.                  |
| 591086  | 11/05/2020 | \$6,951.11  | MISCELLANEOUS EXPENSE         | 48400    | HOME DEPOT CREDIT SERVICES                         |
| 591087  | 11/05/2020 | \$752.27    | PAYROLL TAXES PAYABLE         | 1100     | UNITED STATES TREASURY                             |
| 591088  | 11/05/2020 | \$9,558.53  | CONTRACT SERVICES             | 6690     | IRRI-CARE PLUMBING AND BACKFLOW TESTING            |
| 591089  | 11/05/2020 | \$2,000.00  | CONTRACT SERVICES             | 3027     | JD CUBAN PHOTOGRAPHY LLC                           |
| 591090  | 11/05/2020 | \$42,866.47 | BUILDING IMPROVEMENTS         | 2152     | JOHNSON CONTROLS, INC.                             |
| 591091  | 11/05/2020 | \$72,997.81 | CONTRACT SERVICES             | 1886     | LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP |
| 591092  | 11/05/2020 | \$13,357.50 | POLICE RELATED FEES           | 692      | LOS ANGELES COUNTY SUPERIOR COURT                  |
| 591093  | 11/05/2020 | \$25.00     | TRAINING                      | 2460     | MICHELLE MCKEEVER                                  |



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|---------|------------|--------------|----------------------------------|----------|--------------------------------------------|
| 591094  | 11/05/2020 | \$1,300.00   | SUPPLIES                         | 2911     | MEDICAL DIAGNOSTIC LABORATORY, LLC         |
| 591095  | 11/05/2020 | \$256.43     | CONTRACT SERVICES                | 74640    | MISSION LINEN SUPPLY                       |
| 591096  | 11/05/2020 | \$661.47     | VEHICLE MAINTENANCE/EXPENSES     | 11490    | MONTEBELLO AUTOCRAFT                       |
| 591097  | 11/05/2020 | \$884.20     | SUPPLIES                         | 2544     | CITY OF MONTEBELLO - RECREATION DEPARTMENT |
| 591098  | 11/05/2020 | \$360.00     | DUES & SUBSCRIPTIONS             | 2355     | MONTEBELLO ROTARY                          |
| 591099  | 11/05/2020 | \$888.97     | SUPPLIES                         | 3280     | MONTEBELLO CITY TRANSIT                    |
| 591100  | 11/05/2020 | \$4,043.59   | VEHICLE MAINTENANCE/EXPENSES     | 60710    | THE AFTERMARKET PARTS COMPANY, LLC         |
| 591101  | 11/05/2020 | \$5,855.00   | IMPROVEMENTS OTHER THAN BUILDING | 3028     | ONWARD ENGINEERING                         |
| 591102  | 11/05/2020 | \$299.05     | SUPPLIES                         | 1938     | P & R PAPER SUPPLY COMPANY INC.            |
| 591103  | 11/05/2020 | \$1,797.20   | FUEL                             | 19700    | SYNCHRONY BANK                             |
| 591104  | 11/05/2020 | \$109.77     | SUPPLIES                         | 56260    | PRUDENTIAL OVERALL SUPPLY                  |
| 591105  | 11/05/2020 | \$41,720.00  | BUILDING IMPROVEMENTS            | 2938     | QUALITY ENVIRONMENT INC.                   |
| 591106  | 11/05/2020 | \$24,159.00  | CONTRACT SERVICES                | 3044     | KAIZER RANGWATA                            |
| 591107  | 11/05/2020 | \$54.48      | TRAINING                         | 51460    | RIO HONDO COMMUNITY COLLEGE                |
| 591108  | 11/05/2020 | \$368.00     | TRAINING                         | 2585     | RIVERSIDE COMMUNITY COLLEGE DISTRICT       |
| 591109  | 11/05/2020 | \$2,500.00   | CONTRACT SERVICES                | 32210    | SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  |
| 591110  | 11/05/2020 | \$3,987.81   | CONTRACT SERVICES                | 14730    | SAN GABRIEL VALLEY WATER CO.               |
| 591111  | 11/05/2020 | \$1,686.22   | CONTRACT SERVICES                | 14730    | SAN GABRIEL VALLEY WATER CO.               |
| 591112  | 11/05/2020 | \$4,378.65   | CONTRACT SERVICES                | 14730    | SAN GABRIEL VALLEY WATER CO.               |
| 591113  | 11/05/2020 | \$6,291.72   | CONTRACT SERVICES                | 14730    | SAN GABRIEL VALLEY WATER CO.               |
| 591114  | 11/05/2020 | \$70.52      | SUPPLIES                         | 3017     | RIGOBERTO SANCHEZ                          |
| 591115  | 11/05/2020 | \$19,919.07  | FUEL INVENTORY                   | 1059     | AMBER RESOURCES LLC                        |
| 591116  | 11/05/2020 | \$244,286.33 | CONTRACT SERVICE                 | 20770    | SEQUEL CONTRACTORS. INC.                   |
| 591117  | 11/05/2020 | \$6,350.00   | CONTRACT SERVICES                | 385      | DANIEL SIFUENTES/SOCAL SAFETY SERVICES     |





City of Montebello

Register of Demands No. 1500

From Payment Date: 10/19/20 - To Payment Date: 11/05/20

| CHECK # | DATE       | AMOUNT      | ACCOUNT DESCRIPTION          | VENDOR # | VENDOR NAME                                         |
|---------|------------|-------------|------------------------------|----------|-----------------------------------------------------|
| 591118  | 11/05/2020 | \$842.04    | PERMITS AND FEES             | 28240    | SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT         |
| 591119  | 11/05/2020 | \$483.01    | INSURANE PREMIUM             | 1990     | STANDARD INSURANCE COMPANY                          |
| 591120  | 11/05/2020 | \$16,391.19 | INSURANCE PREMIUM            | 25850    | STANDARD INSURANCE COMPANY                          |
| 591121  | 11/05/2020 | \$3,750.00  | CONTRACT SERVICES            | 65440    | TIERRA WEST ADVISORS                                |
| 591122  | 11/05/2020 | \$300.40    | CONTRACT SERVICES            | 387      | TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC. |
| 591123  | 11/05/2020 | \$3,221.47  | CONTRACT SERVICES            | 20070    | UC REGENTS/UCLA CENTER FOR PREHOSPITAL CARE         |
| 591124  | 11/05/2020 | \$1,269.00  | INSURANCE PREMIUM            | 58990    | VISION SERVICE PLAN                                 |
| 591125  | 11/05/2020 | \$1,173.00  | CONTRACT SERVICES            | 47600    | VORTEX INDUSTRIES                                   |
| 591126  | 11/05/2020 | \$6,782.92  | VEHICLE MAINTENANCE/EXPENSES | 25860    | WAYNE HARMEIER INC.                                 |
| 591127  | 11/05/2020 | \$6,678.06  | SUPPLIES                     | 67320    | WINZER CORPORATION                                  |
| 591128  | 11/05/2020 | \$3,770.00  | SERVICE                      | 2857     | WOLVERINE FENCE COMPANY, INC.                       |
| 591129  | 11/05/2020 | \$13,605.34 | SERVICE                      | 1631     | YORK RISK SERVICES GROUP, INC.                      |
| 591130  | 11/05/2020 | \$1,141.00  | SERVICE                      | 71170    | YOUNG ELECTRIC SIGN COMPANY                         |
| 591131  | 11/05/2020 | \$238.43    | SUPPLIES                     | 6390     | ZOLL MEDICAL CORPORATION GPO                        |
| 591132  | 11/05/2020 | \$268.19    | SUPPLIES                     | 2905     | ZUTRA WATER                                         |
| 591133  | 11/05/2020 | \$60.00     | CONTRACT SERVICES            | 23660    | DAIOHS USA                                          |

Subtotal

\$2,342,107.55

4331 - General Account

EFT

|    |            |         |                   |                         |
|----|------------|---------|-------------------|-------------------------|
| 46 | 10/22/2020 | \$40.00 | CARPOOL INCENTIVE | AMAYA, ROBERT           |
| 47 | 10/22/2020 | \$40.00 | CARPOOL INCENTIVE | MEZA, STEPHANIE         |
| 48 | 10/22/2020 | \$40.00 | CARPOOL INCENTIVE | PADILLA, BRIANNON       |
| 49 | 10/22/2020 | \$40.00 | CARPOOL INCENTIVE | PENUELAS-SOLIS, MARCO   |
| 50 | 10/22/2020 | \$40.00 | CARPOOL INCENTIVE | TORRES, JANELLE         |
| 51 | 10/22/2020 | \$40.00 | CARPOOL INCENTIVE | VALENZUELA, MATTHEW , A |
| 52 | 10/22/2020 | \$12.12 | WATER SERVICE     | READY REFRESH BY NESTLE |



City of Montebello

Register of Demands No. 1500

From Payment Date: 10/19/20 - To Payment Date: 11/05/20

| CHECK # | DATE       | AMOUNT       | ACCOUNT DESCRIPTION               | VENDOR # VENDOR NAME                     |
|---------|------------|--------------|-----------------------------------|------------------------------------------|
| 53      | 10/22/2020 | \$189.65     | CONTRACT SERVICES                 | ANTUNEZ, DANIEL                          |
| 54      | 10/22/2020 | \$828.46     | SERVICE                           | ASTRO PLUMBING SUPPLY CO.                |
| 55      | 10/22/2020 | \$3,456.61   | SERVICE                           | BEROKOFF ELECTRIC                        |
| 56      | 10/22/2020 | \$975.47     | REIMBURSEMENT                     | CASTILLO, JACOB                          |
| 57      | 10/22/2020 | \$884.78     | CONTRACT SERVICES                 | CIGNA BEHAVIORAL HEALTH                  |
| 58      | 10/22/2020 | \$1,031.05   | SUPPLIES                          | CLEAN SWEEP SUPPLY CO. INC               |
| 59      | 10/22/2020 | \$19,614.66  | DIAL-A-TAXI PROGRAM AGREEMENT     | FIESTA TAXI COOPERATIVE, INC.            |
| 60      | 10/22/2020 | \$1,476.12   | SERVICE                           | FLO-SERVICES, INC.                       |
| 61      | 10/22/2020 | \$158.55     | REIMBURSEMENT                     | GUERRERO, GABRIEL                        |
| 62      | 10/22/2020 | \$64.86      | REIMBURSEMENT                     | HERNANDEZ, NADINE                        |
| 63      | 10/22/2020 | \$152.84     | REIMBURSEMENT                     | JAIMEZ, CRYSTAL                          |
| 64      | 10/22/2020 | \$763.45     | SERVICE                           | JOHNSON EQUIPMENT COMPANY                |
| 65      | 10/22/2020 | \$2,201.00   | LEGAL SERVICES                    | LIEBERT CASSIDY WHITMORE                 |
| 66      | 10/22/2020 | \$1,750.00   | SERVICE                           | LOS ANGELES PARTYWORKS, INC.             |
| 67      | 10/22/2020 | \$7,455.00   | PLUMBING SERVICE                  | MR. ROOTER PLUMBING                      |
| 68      | 10/22/2020 | \$38,530.01  | CONTRACT SERVICES                 | NATIONWIDE ENVIRONMENTAL SERVICES        |
| 69      | 10/22/2020 | \$836,860.90 | CONTRACT SERVICES                 | ONYX PAVING COMPANY INC.                 |
| 70      | 10/22/2020 | \$15,514.02  | GOLF COURSE PROFESSIONAL SERVICES | S & S LABARGE GOLF INCORPORATED          |
| 71      | 10/22/2020 | \$286.75     | SERVICE                           | STRICTLY TECH                            |
| 72      | 10/22/2020 | \$285.07     | UNDERGROUND SERVICE ALERT         | UNDERGROUND SERVICE ALERT OF SOUTHERN CA |
| 73      | 10/22/2020 | \$1,430.92   | SERVICE                           | ALLSTAR FIRE EQUIPMENT INC.              |
| 74      | 10/29/2020 | \$91,093.80  | LEGAL SERVICES                    | ALVAREZ-GLASMAN & COLVIN                 |
| 75      | 10/29/2020 | \$7,562.69   | LANDSCAPE SERVICE                 | ANTARES GOLF LLC                         |
| 76      | 10/29/2020 | \$181.91     | SERVICE                           | ARTE PRINTING                            |
| 77      | 10/29/2020 | \$1,034.37   | SERVICE                           | ASTRO PLUMBING SUPPLY CO.                |
| 78      | 10/29/2020 | \$8,630.00   | CONTRACT SERVICES                 | BETTER 4 YOU BREAKFAST, INC.             |
| 79      | 10/29/2020 | \$1,975.91   | SUPPLIES                          | CLEAN SWEEP SUPPLY CO. INC               |
| 80      | 10/29/2020 | \$535.00     | SERVICE                           | CONCRETE CORING COMPANY                  |
| 81      | 10/29/2020 | \$26.70      | SERVICE/MAINTENANCE               | H & H AUTO PARTS WHOLESALE               |
| 82      | 10/29/2020 | \$14,000.00  | LEGAL SERVICES                    | HAZELRIGG CLAIMS MANAGEMENT SERVICES     |
| 83      | 10/29/2020 | \$727.31     | CONTRACT SERVICES                 | HI-WAY SAFETY, INC.                      |
| 84      | 10/29/2020 | \$810.00     | LEGAL SERVICES                    | LIEBERT CASSIDY WHITMORE                 |
| 85      | 10/29/2020 | \$10,625.57  | CONTRACT SERVICES                 | NATIONWIDE ENVIRONMENTAL SERVICES        |
| 86      | 10/29/2020 | \$80.00      | CARPPOOL INCENTIVE                | NEVAREZ, SAMANTHA                        |
| 87      | 10/29/2020 | \$892.42     | WATER SERVICE                     | READY REFRESH BY NESTLE                  |
| 88      | 10/29/2020 | \$1,955.61   | REIMBURSEMENT                     | SOSNOWSKI, DAVID                         |
| 89      | 10/29/2020 | \$2,260.06   | CONTRACT SERVICES                 | STRICTLY TECH                            |



City of Montebello

Register of Demands No. 1500

From Payment Date: 10/19/20 - To Payment Date: 11/05/20

| CHECK #                 | DATE       | AMOUNT                       | ACCOUNT DESCRIPTION       | VENDOR # VENDOR NAME                     |
|-------------------------|------------|------------------------------|---------------------------|------------------------------------------|
| 90                      | 10/29/2020 | \$205,483.75                 | CONTRACT SERVICES         | ADVANCED APPLIED ENGINEERING, INC.       |
| 91                      | 11/05/2020 | \$770.70                     | SERVICE                   | ALLSTAR FIRE EQUIPMENT INC.              |
| 92                      | 11/05/2020 | \$12,683.40                  | LANDSCAPE SERVICE         | ANTARES GOLF LLC                         |
| 93                      | 11/05/2020 | \$30.87                      | SERVICE                   | ARTE PRINTING                            |
| 94                      | 11/05/2020 | \$322,912.80                 | RUBBISH SERVICES          | ATHENS SERVICES                          |
| 95                      | 11/05/2020 | \$9,600.00                   | CONTRACT SERVICES         | CALIFORNIA CHOICE ENERGY AUTHORITY       |
| 96                      | 11/05/2020 | \$1,940.25                   | SUPPLIES                  | CLEAN SWEEP SUPPLY CO. INC               |
| 97                      | 11/05/2020 | \$189.58                     | SERVICE                   | COMLOCK SECURITY GROUP, INC.             |
| 98                      | 11/05/2020 | \$32,750.00                  | LEGAL SERVICES            | HAZELRIGG CLAIMS MANAGEMENT SERVICES     |
| 99                      | 11/05/2020 | \$2,293.50                   | CONTRACT SERVICES         | IBE DIGITAL                              |
| 100                     | 11/05/2020 | \$860.00                     | REIMBURSEMENT             | MACIAS, JESUS, J                         |
| 101                     | 11/05/2020 | \$925,844.39                 | CONTRACT SERVICES         | MANHOLE ADJUSTING INC.                   |
| 102                     | 11/05/2020 | \$1,017.50                   | PLUMBING SERVICE          | MR. ROOTER PLUMBING                      |
| 103                     | 11/05/2020 | \$566,862.76                 | CONTRACT SERVICES         | ONYX PAVING COMPANY INC.                 |
| 104                     | 11/05/2020 | \$54.00                      | REFUND                    | PALMEROS, ANGELICA                       |
| 105                     | 11/05/2020 | \$236.16                     | WATER SERVICE             | READY REFRESH BY NESTLE                  |
| 106                     | 11/05/2020 | \$8,500.00                   | SERVICE                   | RPW SERVICES INC.                        |
| 107                     | 11/05/2020 | \$8,427.31                   | SERVICE                   | SAUCE CREATIVE SERVICES CORP.            |
| 108                     | 11/05/2020 | \$237.22                     | UNDERGROUND SERVICE ALERT | UNDERGROUND SERVICE ALERT OF SOUTHERN CA |
| 109                     | 11/05/2020 | \$43,000.00                  | CONTRACT SERVICES         | WEST & ASSOCIATES ENGINEERING, INC.      |
| <b>Subtotal</b>         |            | <b>\$3,220,247.83</b>        |                           |                                          |
| 6093 - Successor Agency |            |                              |                           |                                          |
| EFT                     | 10/29/2020 | \$656.62                     | LEGAL SERVICES            | ALVAREZ-GLASMAN & COLVIN                 |
| <b>Subtotal</b>         |            | <b>\$656.62</b>              |                           |                                          |
| <b>Total</b>            |            | <b><u>\$5,563,012.00</u></b> |                           |                                          |

CITY OF MONTEBELLO  
1600 WEST BEVERLY BLVD.  
MONTEBELLO, CALIFORNIA

OCTOBER 14, 2020  
WEDNESDAY  
5:40 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 5:40 p.m.
2. **ROLL CALL:** City Clerk I. Barajas  
**MEMBERS PRESENT:** Jimenez, Torres, Hadjinian, Cobos-Cawthorne, 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. **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

The City Council received a briefing. Direction was provided to the City Manager. No final action. Nothing to report.

### 4a. **THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

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

The City Council received a briefing from the City Manager. No final action. Nothing to report.

### 4b. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 1600 West Beverly Blvd.

The City Manager provided a briefing. The City Council provided direction to the City Manager. Nothing further to report.

REGULAR SESSION - 6:30 P.M.

5. **INVOCATION** City Clerk Barajas

**PLEDGE OF ALLEGIANCE** City Treasurer Gutierrez

6. **PRESENTATION:**

- **RECOGNITION OF BREAST CANCER AWARENESS MONTH - READ BY MAYOR MELENDEZ**
- **OMAR RODRIGUEZ, PRESIDENT OF THE MONTEBELLO POLICE OFFICERS ASSOCIATION, PRESENTED BREAST CANCER AWARENESS MASKS AND A CHECK TO THE CITY COUNCIL FOR THE PURCHASE OF A HOLIDAY TREE FOR CITY HALL**

7. **STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

City Manager announced a Small Business Assistance Program due to the Corona Virus, and that Montebello Bus Lines routes are now featured on Google Maps.

8. **CORRECTIONS TO THE AGENDA - CITY MANAGER**

City Manager stated the Item Nos. 21B AND 21C will be added to the agenda as listed in this agenda.

9. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman

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

None.

11. **APPROVAL OF AGENDA:** Councilmember Hadjinian moved, seconded by Mayor Melendez that all items be approved in a single motion with the exception of Item No. 12 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. Motion carried unanimously.

**SCHEDULED MATTER**

12. **SECOND READING - ADOPTION OF ORDINANCE APPROVING CHANGES TO MONTEBELLO MUNICIPAL CODE CHAPTER 5.40 ESTABLISHING LOCAL REGULATIONS FOR SIDEWALK VENDORS AND SET FEES**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Conduct second reading and adopt Ordinance 2427 approving changes to the Montebello Municipal Code Chapter 5.40 establishing local regulations for Sidewalk Vendors; and
- 2) Set fees appropriate to cover administrative costs related to the activities as well as provide for an annual renewal process; and
- 3) Establish a regulatory scheme that complies with California Senate Bill 946; and
- 4) Take such additional, related, action that may be desirable.

Motion carried unanimously.

CONSENT MATTERS**13. UPDATE TABLE OF ORGANIZATION FOR PUBLIC WORKS**

Mayor Pro Tem confirmed that one position is being added to the Table of Organization and that the City Council and that there is no fiscal impact.

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Hadjinian that the City Council approve an update to the Public Works Department Fiscal Year 2020-21 Table of Organization by adding one (1.0) full time Recreation and Community Services Superintendent position. Motion carried unanimously.

**14. AWARD A PROFESSIONAL SERVICES AGREEMENT TO WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES**

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

Award Professional Services Agreement No. 3836 to West Coast Arborists, Inc. (WCA) for tree maintenance services in an amount not-to-exceed \$460,000 annually for a five-year term with two one-year optional extensions. Motion carried unanimously.

**15. AUTHORIZE THE PURCHASE OF ESSENTIAL POLICE, COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENT VEHICLES AND ASSOCIATED EQUIPMENT, CONVERSION COSTS AND CITY DECALS AND AMEND THE FISCAL YEAR 2020-21 BUDGET TO INCREASE APPROPRIATIONS**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize the City Manager to direct the procurement of essential Police, Community Development (Code Enforcement) and Public Works Department vehicles and associated equipment and labor costs, and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations in the General Fund (Account Nos. 100-30-300-6082, \$360,000, 100-80-815-6082, \$358,100 ), Asset Forfeiture Fund (Account No. 230-99-6082, \$251,000 ) and AQMD Air Quality Management District (AQMD) Fund (Account No. 245-99-6082, \$356,000); and,
- 3) Approve Agreement No. 3837 with Chevrolet of Montebello.

**16. APPROVE A TRANSIT SAFETY AND SECURITY CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP), NO. 20-17**

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

- 1) Approve a Transit Safety and Security Consulting Services Request for Proposal, (RFP) No. 20-17; and,
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

**17. ADOPT A RESOLUTION AUTHORIZING THE CITY OF MONTEBELLO TO IMPLEMENT AN ANNUAL FREE FARE SCHEDULE FOR MONTEBELLO BUS LINES**

## ITEM #24

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

- 1) Adopt Resolution No. 20-82 Authorizing the City of Montebello to Implement an Annual Free- Fare Schedule for Montebello Bus Lines.
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

### **18. PANDEMIC PARKING FINE RELIEF AD HOC COMMITTEE FINDINGS AND RECOMMENDATIONS**

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

- 1) Pass Resolution No. 20-83 authorizing the Police Chief or his designee to reduce either in part or full parking fines and late fees for parking citations issued by the Montebello Police Department to Montebello residents between March 15, 2020 and October 14, 2020 based on criteria determined and recommended by the City Council ad hoc committee; and
- 2) Take such additional and relate, action that may be desirable.

Motion carried unanimously.

### **19. RESOLUTION APPROVING APPLICATION SUBMITTALS FOR STATE OF CALIFORNIA PROPOSITION 68 PER CAPITA GRANT PROGRAM FUNDS**

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

Approve Resolution No. 20-84 approving application submittals for State of California (the "State") Proposition 68 Per Capita Grant Program Funds.

Motion carried unanimously.

### **20. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED OCTOBER 14, 2020**

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

Adopt Resolution No. 20-85 approving the Warrant Register dated October 14, 2020.

Motion carried unanimously.

### **21. APPROVAL OF MINUTES: SEPTEMBER 23, 2020**

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

Approve minutes as written.

*Councilmember Hadjinian moved, seconded by Councilmember Jimenez to add the 21B and 21C to the agenda. These items came up after the posting of the agenda. Motion carried unanimously.*

### **21B. AUTHORIZE THE CITY MANAGER TO APPROVE PAYMENTS TO SOUTHERN CALIFORNIA EDISON FOR STREET LIGHT IMPROVEMENTS ASSOCIATED WITH THE MONTEBELLO BOULEVARD ATP PROJECT (C.P. 864)**

## ITEM #24

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council:

- 1) Authorize the City Manager to approve payments to Southern California Edison for street light improvements associated with the Montebello Boulevard Project in the amount of \$252,870.73; and
- 2) Take such additional, related, actions that may be desirable.

**21C. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, STATE OF CALIFORNIA, STANDING IN SOLIDARITY WITH THE PEOPLE OF ARMENIA AND ARTSAKH TO CONDEMN AZERBAIJIAN'S AGGRESSION**

Councilmember Hadjinian moved, seconded by Mayor Melendez that the City Council adopt Resolution No. 20-86. Motion carried unanimously.

**22. ORAL COMMUNICATIONS - NONE**

**COUNCIL ORALS**

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

Mayor Pro Tem Cobos-Cawthorne reminded all that the 100<sup>th</sup> Anniversary Caravan will take place on Saturday, October 17, 2020 beginning at 11:00 a.m. at Flotilla and Vail Avenues, and that the State of the City Address will take place tomorrow, Thursday, October 15, 2020.

**ADJOURNMENT**

Upon motion carried unanimously and at the request of Councilmember Hadjinian, Mayor Melendez adjourned the meeting at the hour of 7:00 p.m. in memory of Eddie Van Halen, famed lead guitarist from the rock band, Van Halen, who recently passed away.

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IRMA BARAJAS, City Clerk