

MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JANUARY 10, 2018
5:30 P.M.**

MONTEBELLO CITY COUNCIL

**VANESSA DELGADO
MAYOR**

**JACK HADJINIAN
MAYOR PRO TEM**

**ART BARAJAS
COUNCILMEMBER**

**WILLIAM M. MOLINARI
COUNCILMEMBER**

**VIVIAN ROMERO
COUNCILMEMBER**

**CITY CLERK
IRMA BARAJAS**

**CITY TREASURER
ASHOD MOORADIAN**

CITY STAFF

**ACTING CITY MANAGER
Andrew Pasmant**

**CITY ATTORNEY
Arnold Alvarez-Glasman**

DEPARTMENT HEADS

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

**Danilo Batson
Fernando Pelaez
Kevin McClure
William Quan
David Sosnowski
Tom Barrio**

OPENING CEREMONIES

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

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

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

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

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

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: A. Iglesias v. City of Montebello
Name of Case: C. Tyni v. City of Montebello
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: JCS v. City of Montebello
6. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957
Title: Fire Chief
Title: Director of Community Development
Title: Director of Finance/Human Resources
7. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Government Code Section 54957
8. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco

REGULAR SESSION

9. **INVOCATION**
PLEDGE OF ALLEGIANCE
10. **PRESENTATIONS**
A. OATH OF OFFICE –YOUTH COMMISSIONER VICTORIA GUERRERO
11. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council on any agenda item or topic must fill out a

form provided at the door, and turn it in to the City Clerk prior to the beginning Oral Communications. A form does not need to be submitted for public hearing items.

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

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

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

13. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

14. CHANGES TO THE AGENDA – CITY MANAGER

15. APPROVAL OF AGENDA: Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item No. 15 and any items upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

NEW BUSINESS

16. APPOINTMENT OF A REPRESENTATIVE THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

COMMENT: That the City Council nominate and consider the designation of a representative to the Greater Los Angeles County Vector Control District

There is no fiscal impact.

RECOMMENDATION: The term of the current representative appointed by the City Council expired on January 1, 2018. It is recommended that the City Council fill the assignment of representative to serve on the Board of Trustees of the Greater Los Angeles County Vector Control District for a two or four year term.

CONSENT MATTERS

17. LACCD V. COUNTY OF LOS ANGELES, ET AL. AND MUSD V. COUNTY OF LOS ANGELES, ET AL. SETTLEMENT AGREEMENTS

COMMENT: The City Council will consider approving settlement agreements in connection with *LACCD v. County of Los Angeles, et al.* and *MUSD v. County of Los Angeles, et al.* lawsuits brought against the County of Los Angeles, Montebello, and over 60 other public agencies due to the County's erroneous calculation of statutory pass-through payments.

Pursuant to the terms of the Settlement Agreements, the City will pay \$22,245.50 plus daily interest as of March 2017 to LACCD and \$153,366.29 plus daily interest as of March 2017.

RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution approving the settlement agreements between the City of Montebello and the Los Angeles Community College District ("LACCD") and Montebello Unified School District ("MUSD") in connection with lawsuits brought against the County of Los Angeles, City of Montebello, and over 60 other public agencies resulting from the County's erroneous calculation of statutory pass-through payments.

18. PROFESSIONAL SERVICES AGREEMENT WITH MONTAGUE DEROSE AND ASSOCIATES, LLC

COMMENT: The City Council will consider approving all additional necessary expenditures, by Montague DeRose and Associates, LLC., to complete the review of the Hilton Garden Inn Management Agreement.

Funds for the proposed services will be funded by General Fund Reserves, as indicated in the resolution of appropriation.

RECOMMENDATION: That the City Council approves all additional necessary expenditures, by Montague DeRose and Associates, LLC., to complete the review of the Hilton Garden Inn Management Agreement.

19. PREFERENTIAL PARKING DISTRICT DESIGNATION ON SAN MARINO AVENUE FROM GREENWOOD AVENUE TO MONTEBELLO BOULEVARD

COMMENT: The City Council will consider approval of a resolution designating a preferential parking district on San Marino Avenue from Greenwood Avenue to Montebello Boulevard, as recommended by the Traffic and Safety Commission and as requested by a resident petition. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program. Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. No additional General Fund appropriation is required to implement the preferential parking district.

Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. No additional General Fund appropriation is needed.

RECOMMENDATION: It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on San Marino Avenue from Greenwood Avenue to Montebello Boulevard, as recommended by the Traffic and Safety Commission.

20. PREFERENTIAL PARKING DISTRICT DESIGNATION ON EASTON STREET FROM WEST CITY LIMIT TO NORTHSIDE DRIVE

COMMENT: The City Council will consider approval of a resolution designating a preferential parking district on Easton Street from West City Limit to Northside Drive, as recommended by the Traffic and Safety Commission and as requested by a resident petition. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program.

Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. No additional General Fund appropriation is required to implement the preferential parking district.

RECOMMENDATION: It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on Easton Street from West City Limit to Northside Drive, as recommended by the Traffic and Safety Commission.

21. PREFERENTIAL PARKING DISTRICT DESIGNATION ON 4TH STREET FROM WASHINGTON BOULEVARD TO FRANKEL AVENUE

COMMENT: The City Council will consider approval of a resolution designating a preferential parking district on 4th Street from Washington Boulevard to Frankel Avenue, as recommended by the Traffic and Safety Commission and as requested by a resident petition. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program.

Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. No additional General Fund appropriation is required to implement the preferential parking district.

RECOMMENDATION: It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on 4th Street from Washington Boulevard to Frankel Avenue, as recommended by the Traffic and Safety Commission.

22. APPROVE A CONTRACT FOR REQUEST FOR PROPOSALS (RFP NO 18-19) FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

COMMENT: The City Council will consider approving a contract for annual maintenance and service of traffic signal systems to Siemens Industry, Inc. in the amount of \$64,974.00 per year, per Request for Proposals (RFP No 18-19) for Traffic Signal Maintenance Services and authorize the City Acting Manager to execute the Contact Agreement.

Funding for the proposed contractual services was approved in the FY 2017/18 City Budget and allocated into the Public Works Department Maintenance and Operation Budget.

RECOMMENDATION: That the City Council approves a contract for traffic signal maintenance services to Siemens Industry, Inc. in the amount of \$64,974.00 per year for Request for Proposals (RFP No 18-19) for Traffic Signal Maintenance Services and authorize the Acting City Manager to execute the Contact Agreement.

23. APPROVE A CONTRACT FOR EXTENSION OF THE DRIVING RANGE PROTECTIVE BARRIER AT THE GOLF COURSE, PER REQUEST FOR QUOTATION (RFQ NO Q-18-48) DRIVING RANGE BARRIER EXTENSION TO JUDGE NETTING, INC.

COMMENT: The City Council will consider approving a contract for the extension of the protective barrier at the Golf Course to Judge Netting, Inc. in the amount of \$30,396.00, per Request for Quotation (RFQ No 18-48) for Driving Range Barrier Extension, approve a Resolution of Appropriation and authorize the City Manager to execute the Contract Agreement.

Funding for the proposed contractual services require the approval of the resolution of appropriation to the FY 2017/18 City Budget, Public Works Department Golf Course Maintenance and Operations.

RECOMMENDATION: That the City Council approve a contract for the extension of the driving range protective barrier at the Golf Course to Judge Netting Inc., in the amount of \$30,396.00, per Request for Quotation (RFQ No Q-18-48) for Driving Range Barrier Extension, approve a Resolution of Appropriation, and authorize the Acting City Manager to execute the Contact Agreement.

24. A REQUEST TO ACCEPT AND FILE A REPORT ADDRESSING THE FEASIBILITY OF CIRCULAR DRIVEWAYS ON KEENAN STREET FROM VIA CAMPO TO DEWAR STREET

COMMENT: The City Council will receive and file a staff report addressing the feasibility of circular driveways on Keenan Street from Via Campo to Dewar Street and direct staff as appropriately.

Cost Estimate – The estimated costs of a circular driveway for a property on the east side of Keenan Street is \$7,500. This will vary since each property has unique existing improvements.

RECOMMENDATION: Receive and file a staff report addressing the feasibility of circular driveways on Keenan Street, from Via Campo to Dewar Street, and consider adoption of a policy pertaining to circular driveway improvements and/or provide direction to staff as appropriate.

25. PLANS AND SPECIFICATIONS FOR ELLINGBROOK DRIVE STREET IMPROVEMENT PROJECT FROM FIRVALE AVENUE TO EASTERLY END CUL-DE-SAC. BID # 18-15 IN THE CITY OF MONTEBELLO

COMMENT: The City Council will consider finding the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approval of the Project Plans and Specifications (as prepared by Infrastructure Engineers); and authorizing the Public Works Department to advertise for bids and designate January 29, 2018 at 11:10 a.m. as the bid opening date.

As part of FY 2017-2018 Capital Improvement Budget, a total of \$309,831 of Measure R Funds was allocated for street improvements (including engineering, inspection, and construction services) for this project. There is no impact on the General Funds.

RECOMMENDATION: That the City Council find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approve the Project Plans and Specifications for this project (as prepared by Infrastructure Engineers); and authorize the Public Works Department to advertise for bids for the project and designate January 29, 2018 at 11:10 a.m. as the bid opening date.

26. NOTICE OF COMPLETION - PAVEMENT REPAIRS AND SKIN PATCH PROJECT VARIOUS LOCATIONS, CP 859, BID # 17-18

COMMENT: The City Council will consider accepting as complete Pavement Repairs and Skin Patch Project Various Locations, CP 859, Bid # 17-18, Fiscal Year 2016/2017, approving the allocation of \$1,711.43 from the Public Works Maintenance & Operation Budget to cover all project costs; and authorizing the City Clerk to process the Notice of Completion.

The total project expenditures exceed the approved budget for the project by \$1,711.43. As part of the FY 2017/18 General Fund Budget, funds for street maintenance were allocated in the Public Works Maintenance & Operation Budget. Staff is recommending that the additional expenditures be funded by the Public Works Maintenance & Operation Budget (Street Maintenance).

RECOMMENDATION: That the City Council: accept as complete Pavement Repairs and Skin Patch Project Various Locations, CP 859, Bid # 17-18, Fiscal Year 2016/2017; approve the allocation of \$1,711.43 from the Public Works Maintenance & Operations Budget to cover unforeseen additional expenditures; and authorize the City Clerk to process the Notice of Completion.

27. FACILITY USE AGREEMENT – CITY OF COMMERCE BUS WASH FACILITY

COMMENT: The City Council will consider approval a Facility Use Agreement between the City of Montebello and the City of Commerce allowing the Montebello Bus Line (MBL) to use Commerce Bus Wash Facility while the Montebello Bus Line Bus Wash Facility is under renovation and authorize the Acting City Manager to execute the agreement on the City's behalf.

There is no impact to the General Fund or to Montebello Bus Line.

RECOMMENDATION: Approve a Facility Use Agreement (“Agreement”) between the City of Montebello (“Montebello”) and the City of Commerce (“Commerce”) allowing the Montebello Bus

Line ("MBL") to use the Commerce Bus Wash Facility while the MBL's facility undergoes renovations; and authorize the Acting City Manager to execute the agreement on the City's behalf.

28. COMPUTER AND COMMUNICATION HARDWARE FOR TRANSIT SUPPORT AND POLICE VEHICLES

COMMENT: The City Council will consider approving the purchase of safety and security hardware for the transit support and police vehicles.

The cost will be \$28,143.20 plus tax. Funds for this purchase will be provided by Transportation Prop C, Security. There will be no impact on the General Fund.

RECOMMENDATION: That the City Council approve the purchase of computer and communication hardware for transit support and police vehicles, in the amount of \$28,143.20, and authorize the Acting City Manager to execute the purchase agreement on behalf of the City.

29. AUTHORIZED SIGNATORY FOR ICMA RETIREMENT TRUST ACCOUNT

COMMENT: The City Council will consider a resolution changing the title of the City's ICMA Retirement Plan "Program Coordinator."

There is no fiscal impact associated with this action.

RECOMMENDATION: Adopt the Resolution changing the designation of the City's ICMA Retirement Trust Account "Plan Coordinator", from "City Administrator" to "City Manager."

30. CITY WARRANTS AND AUTHORIZED SIGNATURES

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

No impact to the General Fund.

RECOMMENDED ACTION: Approve and adopt the Resolution related to authorized signatories for City Warrants, Checks, and Bank Accounts.

31. CITY OF MONTEBELLO-LOCAL AGENCY INVESTMENT FUND (LAIF)

COMMENT: The City Council will consider updating the authorize signatories for the Successor Agency and City LAIF accounts.

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

RECOMMENDED ACTION: Approve and adopt the resolutions to update the authorized officers for the Successor Agency and City LAIF accounts.

32. MONTHLY INVESTMENT REPORT: NOVEMBER 2017

RECOMMENDED ACTION: Move to approve and file said report.

33. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: FedEx in the amount of \$5,101.11; A. Pena in the amount of \$203.45; R. Gascon in the amount of \$300.00; A. Chairez (no amount given); and I. Perez in the amount of \$28,000.00.

34. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JANUARY 10, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated January 10, 2018.

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

COUNCIL ORALS

36. COUNCILMEMBER BARAJAS

None.

37. MAYOR PRO TEM HADJINIAN

None.

38. COUNCILMEMBER ROMERO

Legislative update.

39. COUNCILMEMBER MOLINARI

None.

40. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: Lillian Guzman, Deputy City Clerk

SUBJECT: APPOINTMENT OF A REPRESENTATIVE THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

DATE: January 10, 2018

RECOMMENDATION

That the City Council nominate and consider the designation of a representative to the Greater Los Angeles County Vector Control District

BACKGROUND

The term of the current representative expired on January 1, 2018. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing the current trustee for a 2 or 4 year term of office, commencing January 1, 2018. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absence or is no longer a voter and resident within the City of Montebello.

It is recommended that the City Council fill the assignment of representative to serve on the Board of Trustees of the Greater Los Angeles County Vector Control District.

FISCAL IMPACT

None.

SUMMARY

The term of the current representative appointed by the City Council expired on January 1, 2018. It is recommended that the City Council fill the assignment of representative to serve on the Board of Trustees of the Greater Los Angeles County Vector Control District.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

By: Arnold M. Alvarez-Glasman, City Attorney
John W. Lam, Deputy City Attorney

SUBJECT: *LACCD v. County of Los Angeles, et al. and MUSD v. County of Los Angeles, et al. Settlement Agreements*

DATE: January 10, 2018

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution approving the settlement agreements between the City of Montebello and the Los Angeles Community College District ("LACCD") and Montebello Unified School District ("MUSD") in connection with lawsuits brought against the County of Los Angeles, City of Montebello, and over 60 other public agencies resulting from the County's erroneous calculation of statutory pass-through payments.

BACKGROUND/ANALYSIS

In 2007, the Los Angeles Unified School District ("LAUSD") filed a lawsuit against the County of Los Angeles ("County") alleging that the County had incorrectly calculated statutory pass-through payments paid to LAUSD and other school districts by former redevelopment agencies. Shortly after LAUSD's initial filing, Montebello Unified School District ("MUSD") and Los Angeles Community College District ("LACCD") subsequently joined the lawsuit because the cases were related to the same issues of law. These school districts ultimately named the County and over 60 other public agencies in the process.

It is important to note that the lawsuit filed by the school districts was not in any way the result of any wrong doing or error of the City of Montebello or its Successor Agency. Instead, the settlement amounts listed below are the direct result of the County's erroneous calculations through the years, which resulted in the under payment to school districts and over payments to the City, County, and taxing entities.

Specifically, the lawsuit alleged that the County's methodology to calculate AB 1290 pass-through payments was incorrect and underpaid the school districts. Conversely, because the school districts were underpaid by the County, the County and dozens of

other cities, redevelopment agencies, and taxing entities received more than they were entitled to.

The trial court ultimately held that the County's pass-through payment methodology was incorrect and directed the County, cities, and taxing entities to pay LAUSD and the other school districts money in which they were overpaid.

The parties in this case undertook a complex, multi-year process in determining the amounts owed by the County, cities, and taxing entities. Based on these calculations, the school districts have agreed to reduce amounts in order to settle the litigation. Under the settlement agreements, the City of Montebello will pay the following amounts to the school districts, which include daily interest and principal:

Amount Owed to LACCD since FY 2007 as of March 31, 2017:	\$22,245.50
Amount Owed to MUSD since FY 2007 as of March 31, 2017:	\$153,366.29

The City Attorney's Office and counsel for the school districts have negotiated individual settlement agreements in the forms attached to this staff report.

FISCAL IMPACT

Pursuant to the terms of the Settlement Agreements, the City will pay \$22,245.50 plus daily interest as of March 2017 to LACCD and \$153,366.29 plus daily interest as of March 2017 to MUSD.

SUMMARY

The City Council will consider approving settlement agreements in connection with *LACCD v. County of Los Angeles, et al.* and *MUSD v. County of Los Angeles, et al.* lawsuits brought against the County of Los Angeles, Montebello, and over 60 other public agencies due to the County's erroneous calculation of statutory pass-through payments.

ATTACHMENTS

Draft Resolution
Draft Settlement Agreements
Resolution of Appropriation

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING SETTLEMENT AGREEMENTS IN CONNECTION WITH THE CASES OF *MUSD V. COUNTY OF LOS ANGELES ET AL.*, BS 127286 AND *LACCD V. COUNTY OF LOS ANGELES ET AL.*, BS 130308

WHEREAS, on or about March 29, 2007, the Los Angeles Unified School District (“LAUSD”) filed a lawsuit in the Superior Court of Los Angeles County captioned *LAUSD v. County of Los Angeles et al.*, BS 108180 (“the LAUSD Action”), in which that school district, among other things, (i) alleged it received a legally insufficient share of AB 1290 redevelopment pass-through payments, (ii) alleged that amounts it was entitled to, beginning with the relevant limitations period of FY 2003-04 through and continuing after the petition filing, were instead distributed, improperly, to among others, city Real Parties in Interests, and (iii) sought a writ of mandate compelling the County of Los Angeles and various former redevelopment agencies to pay the full amount of redevelopment pass-through payments owed to that district under Health and Safety Code sections 33607.5 and 33607.7 (“Pass-through Payments”);

WHEREAS, on or about July 7, 2010, the Montebello Unified School District (“MUSD”) filed a lawsuit in the Superior Court of Los Angeles County captioned *MUSD v. County of Los Angeles et al.*, BS 127286 (“the MUSD Action”); and on or about January 1, 2011, the Los Angeles Community College District (“LACCD”) filed a lawsuit in the Superior Court of Los Angeles County captioned *LACCD v. County of Los Angeles et al.*, BS 130308, and in each case the respective school district raised allegations and sought writ of mandate relief similar to that in the LAUSD Action;

WHEREAS, the lawsuits referenced in the preceding paragraphs and respectively brought by MUSD and LACCD (collectively the “LEA Petitioners”) all posit the same legal theories as those raised in BS 108180 and all three lawsuits were formally related by the Superior Court (“Related Cases” or the “Litigation”);

WHEREAS, evidence was received, a trial took place and judgment issued in the LAUSD Action;

WHEREAS, the Court of Appeal reversed the trial court’s rulings, and issued two opinions in favor of appellant LAUSD regarding the proper calculation of redevelopment pass-through payments under Health and Safety Code §§ 33607.5 and 33607.7 (“Pass-through Payments”), which decisions are reported at *LAUSD v. County of Los Angeles* (2010) 181 Cal.App.4th 414 and *LAUSD v. County of Los Angeles* (2013) 217 Cal.App.4th 597 (the “Appellate Opinions”);

WHEREAS, the LEA Petitioners and the County reached agreement regarding the proper methods for the calculation of Pass-through Payments to give effect to the rule of

law announced in the Appellate Opinions and to the other orders and rulings of the Superior Court in the Related Cases (the “Calculation Methods”);

WHEREAS, in furtherance of this settlement of the Litigation, and in recognition of the good faith efforts made in its negotiation, LEA Petitioners and City, have also agreed to compromise their respective positions regarding the amounts, process, sources, and timing of payment of Settlement Damages, as reflected in the terms of this Settlement Agreement;

WHEREAS, the County acknowledged the above described compromises and is willing to help effectuate payment by City of the compromised sums allocated under this Settlement Agreement as further set forth herein;

WHEREAS, the LEA Petitioners have compromised its ability to obtain the full and fair measure of the retrospective and prospective Pass-through Payments due to it under the law, but is nonetheless willing to enter into this Settlement Agreement in consideration for the agreement by City to effect payment of the sums due pursuant to this Settlement Agreement according to the procedure specified below, and in order to facilitate and expedite a global resolution of the Litigation; and

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

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2. The City Council of the City of Montebello hereby approves the settlement agreements by and between the City of Montebello and the Montebello Unified School District and Los Angeles Community College District in substantially the same form as attached to the staff report accompanying this Resolution.

SECTION 3. The City Council hereby authorizes the City Manager to execute the settlement agreements along with all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions and it shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED THIS 10th day of January 2018.

THE CITY OF MONTEBELLO

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made by and between the Los Angeles Community College District (“LACCD”), on the one hand, and City of Montebello (“City”) on the other hand, a party named in the LACCD Action referenced in Recital B. All of the foregoing parties to this Agreement may hereinafter collectively be referred to as the “Settling Parties” and individually as “Party.”

RECITALS

A. WHEREAS, on or about March 29, 2007, the Los Angeles Unified School District (“LAUSD”) filed a lawsuit in the Superior Court of Los Angeles County captioned *LAUSD v. County of Los Angeles et al.*, BS 108180 (“the LAUSD Action”), in which that school district, among other things, (i) alleged it received a legally insufficient share of AB 1290 redevelopment pass-through payments, (ii) alleged that amounts it was entitled to, beginning with the relevant limitations period of FY 2003-04 through and continuing after the petition filing, were instead distributed, improperly, to among others, city Real Parties in Interests, and (iii) sought a writ of mandate compelling the County of Los Angeles and various former redevelopment agencies to pay the full amount of redevelopment pass-through payments owed to that district under Health and Safety Code sections 33607.5 and 33607.7 (“Pass-through Payments”);

B. WHEREAS, on or about July 7, 2010, the Montebello Unified School District (“MUSD”) filed a lawsuit in the Superior Court of Los Angeles County captioned *MUSD v. County of Los Angeles et al.*, BS 127286; and on or about January 1, 2011, the Los Angeles Community College District (“LACCD”) filed a lawsuit in the Superior Court of Los Angeles County captioned *LACCD v. County of Los Angeles et al.*, BS 130308 (“the LACCD Action”); and on or about June 4, 2012, Long Beach Unified School District (“LBUSD”) filed a lawsuit in the Superior Court of Los Angeles County captioned *LBUSD v. County of Los Angeles et al.*, BS 137598, and in each case the respective school district raised allegations and sought writ of mandate relief similar to that in the LAUSD Action;

C. WHEREAS, the lawsuits referenced in the preceding paragraphs and respectively brought by LAUSD, LACCD, MUSD, and LBUSD (collectively the “LEA Petitioners”) all posit the same legal theories as those raised in BS 108180 and all four lawsuits were formally related by the Superior Court (“Related Cases” or the “Litigation”);

D. WHEREAS, evidence was received, a trial took place and judgment issued in the LAUSD Action;

E. WHEREAS, the Court of Appeal reversed the trial court’s rulings, and issued two opinions in favor of appellant LAUSD regarding the proper calculation of redevelopment pass-through payments under Health and Safety Code §§ 33607.5 and 33607.7 (“Pass-through Payments”), which decisions are reported at *LAUSD v. County of Los Angeles* (2010) 181 Cal.App.4th 414 and *LAUSD v. County of Los Angeles* (2013) 217 Cal.App.4th 597 (the “Appellate Opinions”);

F. WHEREAS, the Superior Court has from time-to-time in the Related Cases also issued orders and rulings that were not subject of any appeal and are thus now the law of the case in the Related Cases;

G. WHEREAS, the LEA Petitioners and the County reached agreement regarding the proper methods for the calculation of Pass-through Payments to give effect to the rule of law announced in the

Appellate Opinions and to the other orders and rulings of the Superior Court in the Related Cases (the “Calculation Methods”);

H. WHEREAS, the terms of these retrospective Calculation Methods were expressed in ‘EXHIBIT A TO SETTLEMENT AGREEMENT’ and ‘EXHIBIT B TO SETTLEMENT AGREEMENT’, filed in the Litigation on August 18, 2014, and City did not object to those Exhibits;

I. WHEREAS, the LEA Petitioners and the County thereafter met and conferred at length to determine whether a negotiated compromise could be reached to resolve all the Related Cases;

J. WHEREAS, the County expressed its preference to use its extant property tax computer software and hardware accounting system (the “County System”) to calculate Pass-through Payments in conformity with the Calculation Methods;

K. WHEREAS, the LEA Petitioners agreed to consider the use of the County System, provided that the results generated by that system did not diverge substantially from the results that would obtain if the Calculation Methods were implemented using tax increment calculations outlined either by the California Association of Tax Managers, or by the California Attorney General in Opinion No. 10-101(the “AGO Method”);

L. WHEREAS, the County proposed the outline of a global compromise that would permit a comprehensive settlement of the Litigation, pursuant to which the County would modify the operation of the County System to calculate prospective Pass-through Payments in accordance with the principles expressed in the AGO Method in exchange for the LEA Petitioners accepting the results generated by the extant County System for the purpose of calculating retrospective Pass-through Payments due in the fiscal years and bi-annual distributions under Part 1.85 of Division 24 of the Health and Safety Code (the “Redevelopment Dissolution Law”) preceding the date of this Settlement Agreement;

M. WHEREAS, in parallel with the negotiation of the settlement terms governing prospective Pass-through Payments, the County generated calculations of the retrospective liabilities to the LEA Petitioners, and the calculations allocating those liabilities among the Respondents and Real Parties in Interest in the Litigation including City (“affected taxing entities”), for review and consideration by the LEA Petitioners;

N. WHEREAS, the LEA Petitioners and County continued to negotiate towards a full settlement of the Litigation to ultimately use a modified County System as part of the calculation of retrospective settlement damages (the “Settlement Damages”);

O. WHEREAS, the LEA Petitioners and County made monetary concessions, nonmonetary accommodations, and compromises in process and procedure, and as to sources and timing of payment to LEA Petitioners of the overall Settlement Damages, as reflected in the terms of their settlement agreement;

P. WHEREAS, the LEA Petitioners, in order to secure a timely settlement of the Litigation, have substantially compromised their claims to full and complete payment of all damages owed to them as a result of the Respondents’ and Real Parties in Interest improper calculations and/or to fulfill their respective obligations to make Pass-through Payments as set forth in the Judicial Decisions;

Q. WHEREAS in furtherance of this settlement of the Litigation, and in recognition of the good faith efforts made in its negotiation, LACCD and City, have also agreed to compromise their

respective positions regarding the amounts, process, sources, and timing of payment to LACCD of Settlement Damages, as reflected in the terms of this Settlement Agreement;

R. WHEREAS the County acknowledged the above described compromises and is willing to help effectuate payment by City of the compromised sums allocated under this Settlement Agreement as further set forth herein;

S. WHEREAS LACCD has compromised its ability to obtain the full and fair measure of the retrospective and prospective Pass-through Payments due to it under the law, but is nonetheless willing to enter into this Settlement Agreement in consideration for the agreement by City to effect payment of the sums due pursuant to this Settlement Agreement according to the procedure specified below, and in order to facilitate and expedite a global resolution of the Litigation; and

T. WHEREAS, City acknowledges the above described compromises, and the bases for the LEA Petitioners and County's and this settlement, and after negotiations with LACCD is willing to enter into and pay the sums called for by this Settlement Agreement as further set forth herein;

NOW, THEREFORE, in consideration of the exchange of the mutual promises and covenants contained in this Settlement Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LACCD and City, by the signatures of their authorized representatives below, hereby agree as follows:

1. The "Effective Date" means the latest date that (i) this Agreement is executed by LACCD and ratified by its Board of Trustees, and (ii) this Agreement is executed by City and if necessary ratified by its City Council, and (iii) the settlement agreement between LEA Petitioners and County becomes effective.

2. To effectuate the compromises described more fully in the Recitals above and in furtherance of the full resolution of the Litigation, the Settling Parties agree that LACCD shall be paid **\$22,254.50** (principal, and interest through March 31, 2017) plus interest per diem of **\$2.96** until fully paid (the "Settlement Damages Amount") by City, in settlement only of LACCD's claims against the City directly related to the failure of the City and Successor Agency to the Montebello Community Redevelopment Agency to pay City's share of Pass-through Payments in any fiscal year covered under the relevant statute of limitations to the LACCD Action, up to and including fiscal year 2015-16. City acknowledges that LACCD has claims greater and other than the Settlement Damages Amount which arise from, and are related to the failure of the Successor Agency to the Montebello Community Redevelopment Agency to make said redevelopment pass-through payments, which claims also may be the liability of the affected taxing entities.

3. The Settling Parties intend that upon the Effective Date, the terms of this Settlement Agreement regarding Settlement Damages allocated to and payable by City shall supersede in its entirety the terms of the retrospective Calculation Method denominated "EXHIBIT A TO SETTLEMENT AGREEMENT" with respect to retrospective liabilities.

4. The full and final Settlement Damages Amount shall be paid as follows:

A. City shall pay all of its Settlement Damages Amount by issuing a warrant, check, or draft payable to LACCD, of the entire Settlement Damages Amount within 30 calendar days of the Effective Date. In the event the entire amount is not paid by the thirtieth (30th) day after it is

due, simple interest shall be charged and due directly from City on the late payment from the date due, until paid, at the rate of 7% per annum. In the event that interest is due with respect to a late payment, the amount paid thereon will first be credited to unpaid accrued interest, and thereafter to the principal amount owing;

B. If there is a default by City on any payment due to LACCD under this Settlement Agreement, LACCD also shall have the right to enforce payment of all amounts not paid, and any accrued interest, by noticed motion filed in the LACCD Action, under Code of Civil Procedure section 664.6, notwithstanding any dismissal of the LACCD Action subsequent to the entry of this Settlement Agreement or a final Judgment is entered in the LACCD Action or that Action is otherwise settled or concluded;

C. LACCD shall provide City, through its counsel listed below, with the name and address of the person to whom payment is to be sent if payment is to be made by check or draft, or complete and accurate wire instructions if payment is to be made by wire transfer.

5. City acknowledges that County and LEA Petitioners have agreed upon a Direct Payment Process more fully described in substantially the form of Exhibit D which will be submitted to the Court for approval, and said Process would accommodate under certain circumstances a Respondent/Real Party in Interest's payment of retrospective settlement damages over time in installments. City has deliberately decided instead to pay its Settlement Damages Amount as described in paragraph 4.

6. All amounts paid to LACCD pursuant to this Settlement Agreement shall be acknowledged and reported as negotiated settlement damages under Code of Civil Procedure section 1095 in all official communications, reports, and accounts.

7. In order to effectuate the compromises described more fully in the Recitals above and in furtherance of the full resolution of the Litigation, the Settling Parties agree that, commencing with the payment of Pass-through liabilities arising from the 2016-17 fiscal year and in all succeeding years, the calculation and distribution of the redevelopment pass-through payments required to be made to all local education agencies in Los Angeles County under Health and Safety Code sections 33607.5 or 33607.7 shall be done in accordance with the AGO Method (for section 33607.5 project areas in so-called Tiers 2 and 3, and for section 33607.7 project areas in so-called Tiers 1, 2 and 3) and otherwise as described more fully in substantially the form of Exhibit C, which is attached to and hereby incorporated by reference into this Settlement Agreement. The terms of Exhibit C, as to the above-referenced Tiers and projects, shall supersede the terms of Exhibit B when the County Auditor-Controller calculates pass-through payments in Adjusted Base Tiers, i.e., tiers in which pass-through payments are calculated by reference to an Adjusted Base Year, beginning in FY 2016-17.

8. City consents to, and will execute if reasonably necessary, the [Proposed] Writ of Mandate Regarding Prospective Relief in substantially the form of Exhibit E hereto for submission to the Court in order to effectuate this Settlement Agreement. It is contemplated that upon full performance of this Settlement Agreement the need for a retrospective writ as to the City will be unnecessary.

9. LACCD and City will each bear its own legal fees and costs in connection with the LACCD Action.

10. Except for any obligations created by, or breaches of, this Settlement Agreement, LACCD, for itself, its Board of Trustees, officers, directors, Board members (past and present), managers, administrators, agents, employees, representatives, attorneys, divisions, departments, beneficiaries, predecessors, successors and assigns, hereby releases and forever discharges City, its past and present

governing boards, board members, directors, and each of its affiliates and other related entities, and its respective predecessors, successors and assigns (excluding however the City of Montebello Community Development Commission and the Successor Agency to the City of Montebello Community Development Commission, except as to amounts actually paid to LACCD pursuant to this Settlement Agreement), and its respective past and present officers, directors, attorneys, agents, employees, representatives, insurers and reinsurers from any and all claims, demands, causes of action, liabilities, damages, obligations, duties, responsibilities, costs, attorneys' fees and expenses of any nature or amount, whether known or unknown, suspected or unsuspected, including claims for breach of contract, breach of the implied covenant of good faith and fair dealing, statutory or regulatory violations, or punitive, exemplary or extra-contractual damages of any type, arising out of, based upon, or relating in any way to the LACCD Action. This release does not waive, limit, exclude or otherwise hinder LACCD from recovering funds being held in impound by the County of Los Angeles, including amounts impounded on behalf of City.

11. Except for any obligations created by, or any breaches of, this Settlement Agreement, City, for itself, its officers, directors, agents, employees, parent companies, subsidiaries, affiliates and other related entities, representatives, attorneys, predecessors, successors and assigns, do hereby release, acquit and forever discharge LACCD, its past and present Board of Trustees, officers, directors, Board members, managers, administrators, agents, employees, representatives, attorneys, divisions, departments, beneficiaries, predecessors, successors and assigns from any and all claims, demands, causes of action, liabilities, damages, obligations, duties, responsibilities, costs, attorneys' fees and expenses of any nature or amount, whether known or unknown, suspected or unsuspected, including claims for breach of contract, breach of the implied covenant of good faith and fair dealing, statutory or regulatory violations, or punitive, exemplary or extra-contractual damages of any type, arising out of, based upon, or relating in any way to the LACCD Action.

12. Each Settling Party expressly waives any and all rights and benefits under California Civil Code § 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each of the Settling Parties acknowledges that it is represented by counsel and has been specifically advised by counsel of the consequences of this waiver. Each of the Settling Parties further acknowledges that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Settlement Agreement, but it is its intention to now fully and finally settle all disputes, known or unknown, that currently exist, in accordance with and subject to this Settlement Agreement, notwithstanding the discovery or existence of any such additional or different facts.

13. Each of the Settling Parties represents and warrants that as of the Effective Date, it has not assigned, conveyed or otherwise transferred, or purported to assign, convey or transfer, any of the claims, demands, causes of action, rights, or obligations released pursuant to this Settlement Agreement.

14. The Settling Parties intend this Settlement Agreement to be a permanent and binding accord and resolution (except as set forth elsewhere in this Settlement Agreement) of their rights and obligations with respect to the LACCD Action, which arise from the liability of the City directly related to the historical failure of, among others, the County of Los Angeles to properly calculate and pay City's

share of Pass-through Payments in any fiscal year covered under the relevant statute of limitations to the LACCD Action. This Settlement Agreement will be enforceable at law and admissible as evidence in any future arbitration, judicial or administrative proceedings for purposes of enforcing this Settlement Agreement. The Settling Parties intend that this Settlement Agreement may be enforced through and under the authority of the Superior Court in the pending LACCD Action, and after a final Judgment is entered in the LACCD Action, or that action is otherwise settled or concluded, pursuant to California Code of Civil Procedure § 664.6. To effect this right of enforcement, the Settling Parties shall execute and file in the LACCD Action a Stipulation to Retain Jurisdiction before final Judgment is entered or before the Court approves a final settlement of all claims lodged in that Action.

15. By entering into this Settlement Agreement, the Settling Parties do not intend to make, nor shall they be deemed to have made, any admission of any kind, including but not limited to any admission as to the merits or validity of any claims or defenses or legal arguments in the LACCD Action. The Settling Parties are entering into this Settlement Agreement solely as a business decision for the purposes of settling certain disputed claims and to avoid the cost and uncertainty of litigation with respect to these disputes. This Settlement Agreement is the product of informed negotiations and compromises of previously stated legal and factual positions conducted under among other things California Evidence Code § 1152. This Settlement Agreement shall not be used in any proceeding to create, prove, or interpret any obligations under, or terms and conditions of, any rule of law at issue in the LACCD Action.

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

17. This Settlement Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. The Settling Parties agree to enter into any other agreements or execute any other documents necessary to effectuate any provision of this Settlement Agreement.

18. This Settlement Agreement constitutes the Settling Parties' entire agreement and supersedes and replaces all prior written and oral agreements regarding the subject matter of this Settlement Agreement. This Settlement Agreement may not be modified except by a writing executed by the duly authorized representatives of all of the Settling Parties. Each Settling Party acknowledges that no other party or agent or attorney of any other party has made any promise, representation or warranty, express or implied, which is not expressly contained in this Settlement Agreement.

19. This Settlement Agreement reflects the joint drafting efforts of all Settling Parties. If any dispute, disagreement or controversy arises regarding this Settlement Agreement, the Settling Parties shall be considered joint authors, and no provision shall be interpreted against any Settling Party because of authorship. Each Settling Party has been fully informed as to the meaning and intent of this Settlement Agreement and has been advised by independent counsel of its choosing in that regard.

20. Any statements, communications or notices to be provided pursuant to this Settlement Agreement shall be sent by Federal Express or other overnight delivery service, or personal delivery to the attention of the Settling Parties as indicated immediately below, until such time as notice of any change of person to be notified or change of address is forwarded to all Settling Parties:

(A) For LACCD:

Kevin Jeter, Esq.
Office of the General Counsel

Los Angeles Community College District
770 Wilshire Blvd., 6th Floor
Los Angeles, California 90017

With a copy to:

Kevin K. Randolph, Esq.
Stefanie G. Field, Esq.
Gresham, Savage, Nolan & Tilden, LLP
550 E. Hospitality Lane, Suite 300
San Bernardino, California 92408

(B) For the City of Montebello:

City of Montebello
Attn: City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

With a copy to:

Arnold Alvarez-Glasman, City Attorney
13181 Crossroads Pkwy North
Suite 400 - West Tower
Industry, CA 91746

21. The individuals signing this Settlement Agreement, and the Settling Parties on whose behalf such individuals are signing, hereby represent and warrant that they are empowered and authorized to sign this Settlement Agreement on behalf of and to bind the Settling Party on whose behalf they have signed this Settlement Agreement. Each Settling Party agrees to defend, indemnify, and hold harmless the other from all loss, damage or cost arising from any breach of the foregoing representation and warranty, including attorneys' fees and costs of prosecuting the action or proceeding to enforce the foregoing representation and warranty.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

LOS ANGELES COMMUNITY COLLEGE
DISTRICT

By: _____
Name: Kevin Jeter, Esq.
Title: Associate General Counsel

Dated: _____

CITY OF MONTEBELLO, a municipal corporation

By: _____
Name: _____
Title: City Manager

Dated: _____

ATTEST

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM:

Dated: _____

GRESHAM SAVAGE NOLAN & TILDEN, LLP
Attorneys for LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: _____
Name: Stefanie G. Field, Esq.

Dated: _____

ALVAREZ-GLASMAN & COLVIN
Attorneys for the CITY OF MONTEBELLO

By: _____
Name: _____

Exhibit A
to
Settlement Agreement

(superseded as described in Exh. C)

Exhibit B
to
Settlement Agreement

Calculation Methods as to
Certain AB 1290 Passthrough Payments

Exhibit C
to
Settlement Agreement

Prospective Calculation of AB 1290 Passthrough Payments

Exhibit D
to
Settlement Agreement

Agreed-Upon Direct Payment Process

Exhibit E
to
Settlement Agreement

[Proposed] Writ of Mandate
Regarding Prospective Relief

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR SETTLEMENT AGREEMENT**

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

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

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$175,612	100-99-6036	\$175,612
(Unassigned Fund Balance)		(Self-Insurance Fund)	

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

ADOPTED AND APPROVED this 10th day of January, 2018.

Vanessa Delgado, Mayor

ATTEST

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

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

SUBJECT: Professional Services Agreement with Montague DeRose and Associates, LLC

DATE: January 10, 2018

RECOMMENDATION

That the City Council approves all additional necessary expenditures, by Montague DeRose and Associates, LLC., to complete the review of the Hilton Garden Inn Management Agreement.

BACKGROUND/ANALYSIS

In May of 2017, the City engaged the services of Montague DeRose and Associates, LLC for financial consulting services in the amount of \$20,000.

Recently, Montague DeRose and Associates provided financial consulting services to the City on the Hilton Garden Inn Management Agreement. The services performed exceeded the existing agreement with the firm by \$19,722.50.

Resolution No. 17-40 requires City Council approval for professional services agreement above \$20,000. It is recommended that the City Council approve all expenditures above the \$20,000 that were necessary for the review of the HGI Management Agreement.

On December 13, 2017, this item was continued by City Council.

FISCAL IMPACT

Funds for the proposed services will be funded by General Fund Reserves, as indicated in the attached resolution of appropriation.

SUMMARY

The City Council will consider approving all additional necessary expenditures, by Montague DeRose and Associates, LLC., to complete the review of the Hilton Garden Inn Management Agreement.

ATTACHMENTS

Agreement/Engagement Letter dated May 1, 2017
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR FINANCIAL
CONSULTING SERVICES**

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

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

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-99-2900	\$19,723	100-40-400-6040.95	\$19,723
(General Fund Reserve)		(Other Professional Services)	

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

ADOPTED AND APPROVED this 10th day of January, 2018

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Preferential Parking District Designation on San Marino Avenue from Greenwood Avenue to Montebello Boulevard

DATE: January 10, 2018

RECOMMENDATION

It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on San Marino Avenue from Greenwood Avenue to Montebello Boulevard, as recommended by the Traffic and Safety Commission.

BACKGROUND

Residents of San Marino Avenue submitted a petition requesting permit parking along the north and south sides of San Marino Avenue from Greenwood Avenue to Montebello Boulevard. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program.

Residents informed the City that there are no parking spaces available during evening time period for the residents who live on the 800 Block of San Marino Avenue, due to overflow parking from nearby residential areas. Residents would like to establish a preferential parking district to enable them the opportunity to utilize on-street parking near their homes between the hours of 7:00 PM to 3:00 AM.

On June 28, 2017, the City Council referred this item to the Street Ad-hoc Committee for review.

On July 17, and September 12, 2017, the Street Ad-hoc Committee reviewed the request and received input from residents in the subject area.

ANALYSIS

Montebello Municipal Code ("MMC") Section 10.36 provides for the establishment of preferential parking districts by the City Council for locations experiencing inadequate or impaired on-street parking. A request for the designation of a preferential parking district may be initiated by a petition signed by affected residents along the area

proposed for designation, after which the Traffic and Safety Commission (“Commission”) must hold a public meeting to determine whether specific designation criteria are met. After holding the public meeting, the Commission must provide a written recommendation to the City Council, which may designate a preferential parking district by the adoption of a resolution. (MMC 10.36.030).

In determining whether an area is eligible for designation as a preferential parking district, the Commission or the City Council must consider a variety of factors including: (1) the extent to which affected residents desire and need permit parking; (2) the extent to which legal on-street parking spaces are available for use by residents; (3) the extent to which motor vehicles registered to persons residing in the area cannot be accommodated by the number of available off-street parking spaces; (4) the size and configuration of the area as it relates to the problems or enforcement or parking and traffic regulations and the potential impact of parking and traffic congestion, on this and adjacent areas, as a result of the establishment of such district; (5) whether other regulatory measures would better solve the problem (e.g. parking restrictions and strict enforcement of such restrictions); and (6) the area to be designated shall include minimum of one block, both sides. (MMC 10.36.020(B)).

On March 1, 2017, the Commission considered a petition by residents on the 800 Block of San Marino Avenue. Residents stated that on-street parking in front of their homes has been monopolized by vehicles associated with nearby residential areas and apartments. After considering the public testimony, the Commission concluded that the parking issues could be resolved through the designation of a parking district. The Commission voted unanimously to recommend to the City Council the establishment of a preferential parking district on San Marino Avenue from Greenwood Avenue to Montebello Boulevard.

Map of Proposed Preferential Parking District



FISCAL IMPACTS

Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. Currently, there is no permit fee. A potential permit fee will be evaluated during the upcoming user fee study. No additional General Fund appropriation is needed.

SUMMARY

The City Council will consider approval of a resolution designating a preferential parking district on San Marino Avenue from Greenwood Avenue to Montebello Boulevard, as recommended by the Traffic and Safety Commission and as requested by a resident petition. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program. Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. No additional General Fund appropriation is required to implement the preferential parking district.

ATTACHMENTS

Resolution

RESOLUTION # _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO DESIGNATING A PREFERENTIAL PARKING
DISTRICT ALONG SAN MARINO AVENUE FROM GREENWOOD
AVENUE TO MONTEBELLO BOULEVARD**

WHEREAS, Montebello Municipal Code (“MMC”), Chapter 10.36, “Preferential Parking Districts,” authorizes and sets for the procedures for establishing preferential parking district in the City of Montebello to address location experiencing insufficient or impaired on-street parking;

WHEREAS, upon receipt of a qualifying petition requesting the designation of a preferential parking district, the Traffic and Safety Commission (“Commission”) must hold a public meeting for the purpose of receiving public comments on the district (MMC 10.36.030(B));

WHEREAS, at the conclusion of the public meeting, the Commission must provide a written recommendation to the City Council, based on the record of such public meeting or meetings and the surveys and studies performed, whether to designate the area consideration as a preferential parking district (MMC 10.36.030(D));

WHEREAS, upon recommendation of the Commission, the City Council must consider the request and may, at its discretion, designate by resolution a certain area as a preferential parking district and authorize the Commission to establish parking restrictions for the district (MMC 10.36.010);

WHEREAS, Montebello Municipal Code section 10.36.020(B) sets forth factors which the Commission and City Council must consider in determining whether to designate a particular area as a preferential parking district;

WHEREAS, On March 1, 2017 the Commission held a public meeting to consider a qualifying petition signed by residents seeking the establishment of a preferential parking district along San Marino Avenue from Greenwood Avenue to Montebello Boulevard, and specifically the area spanning the 800 block of San Marino Avenue, in the City of Montebello.

WHEREAS, at the public meeting, residents indicated that on-street parking in front of their private residences has been monopolized by vehicles associated with nearby residences and apartments;

WHEREAS, after considering the public testimony, the Commission voted

unanimously to recommend to the City Council that a preferential parking district be established along the north side and south side of San Marino Avenue from Greenwood Avenue to Montebello Boulevard ("Recommended District"); and

WHEREAS, the City Council may, in its discretion, adopt the Commission's recommendation and designated the Recommended District as a preferential parking district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AS FOLLOWS:

SECTION 1. The City Council, after consideration of staff presentation, reports, discussion, oral testimony, and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporated them herein.

SECTION 2. The City Council finds and declares that parking conditions existing along San Marino Avenue from Greenwood Avenue to Montebello Boulevard, satisfy the criteria for designating such area as a preferential parking district, as such criteria is set forth in Montebello Municipal Code 10.36020(B). Residents' testimony established that legal on-street parking availability has been monopolized by vehicles associated with nearby residences and apartments and that residents on San Marino Avenue are being impacted and cannot find on-street parking in front of their homes. The establishment of a preferential parking district will improve parking and traffic conditions along the affected portion of San Marino Avenue and the immediately surrounding areas by ensuring nearby residents have access to adequate legal on-street parking in the proximity of their residence.

Section 3. The City Council hereby declares San Marino Avenue from Greenwood Avenue to Montebello Boulevard to be a preferential parking district (the "District") pursuant to Montebello Municipal Code section 10.36 *et seq.*

Section 4. The Traffic and Safety Commission is hereby authorized to establish parking restrictions for the District.

Section 5. The Director of Public Works shall cause appropriate signs to be erected in the District as required by Montebello Municipal Code section 10.36.040.

Section 6. The City Clerk shall certify to the passage of this resolution which shall become effective upon adoption.

APPROVED AND ADOPTED this 10th day of January, 2018.

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Preferential Parking District Designation on Easton Street from West City Limit to Northside Drive

DATE: January 10, 2017

RECOMMENDATION

It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on Easton Street from West City Limit to Northside Drive, as recommended by the Traffic and Safety Commission.

BACKGROUND

Residents of Easton Avenue submitted a petition requesting permit parking along the north and south sides of Easton Street from West City Limit to Northside Drive. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program.

Residents informed the City that there are no parking spaces available during evening time period and on weekends (Saturdays and Sundays) for the residents who live on the 2200 Block of Easton Street, due to overflow parking from nearby residential areas and a nearby church. Residents would like to establish a preferential parking district to enable them the opportunity to utilize on-street parking near their homes/residences between the hours of 6:00 PM to 6:00 AM on Monday to Friday, and between the hours of 9:00 AM to 9:00 PM on Saturday and Sunday.

On June 28, 2017, the City Council referred this item to the Street Ad-hoc Committee for review.

On July 17, and September 12, 2017, the Street Ad-hoc Committee reviewed the request and received input from residents in the subject area.

ANALYSIS

Montebello Municipal Code ("MMC") Section 10.36 provides for the establishment of preferential parking districts by the City Council for locations experiencing inadequate or impaired on-street parking. A request for the designation of a preferential parking

ITEM # 20

district may be initiated by a petition signed by affected residents along the area proposed for designation, after which the Traffic and Safety Commission (“Commission”) must hold a public meeting to determine whether specific designation criteria are met. After holding the public meeting, the Commission must provide a written recommendation to the City Council, which may designate a preferential parking district by the adoption of a resolution. (MMC 10.36.030).

In determining whether an area is eligible for designation as a preferential parking district, the Commission or the City Council must consider a variety of factors including: (1) the extent to which affected residents desire and need permit parking; (2) the extent to which legal on-street parking spaces are available for use by residents; (3) the extent to which motor vehicles registered to persons residing in the area cannot be accommodated by the number of available off-street parking spaces; (4) the size and configuration of the area as it relates to the problems or enforcement or parking and traffic regulations and the potential impact of parking and traffic congestion, on this and adjacent areas, as a result of the establishment of such district; (5) whether other regulatory measures would better solve the problem (e.g. parking restrictions and strict enforcement of such restrictions); and (6) the area to be designated shall include minimum of one block, both sides. (MMC 10.36.020(B)).

On July 5, 2017, the Commission considered a petition by residents on the 2200 Block of Easton Avenue. Residents stated that on-street parking in front of their homes has been monopolized by vehicles associated with nearby residential areas, apartments and a church. After considering the public testimony, the Commission concluded that the parking issues could be resolved through the designation of a parking district. The Commission voted unanimously to recommend to the City Council the establishment of a preferential parking district on Easton Street from West City Limit to Northside Drive.

Map of Proposed Preferential Parking District



FISCAL IMPACTS

Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. Currently, there is no permit fee. A potential permit fee will be evaluated during the upcoming user fee study. No additional General Fund appropriation is needed.

SUMMARY

The City Council will consider approval of a resolution designating a preferential parking district on Easton Street from West City Limit to Northside Drive, as recommended by the Traffic and Safety Commission and as requested by a resident petition. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program. Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. No additional General Fund appropriation is required to implement the preferential parking district.

ATTACHMENTS

Resolution

RESOLUTION # _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO DESIGNATING A PREFERENTIAL PARKING
DISTRICT ALONG EASTON STREET FROM WEST CITY LIMIT TO
NORTHSIDE DRIVE**

WHEREAS, Montebello Municipal Code (“MMC”), Chapter 10.36, “Preferential Parking Districts,” authorizes and sets for the procedures for establishing preferential parking district in the City of Montebello to address location experiencing insufficient or impaired on-street parking;

WHEREAS, upon receipt of a qualifying petition requesting the designation of a preferential parking district, the Traffic and Safety Commission (“Commission”) must hold a public meeting for the purpose of receiving public comments on the district (MMC 10.36.030(B));

WHEREAS, at the conclusion of the public meeting, the Commission must provide a written recommendation to the City Council, based on the record of such public meeting or meetings and the surveys and studies performed, whether to designate the area consideration as a preferential parking district (MMC 10.36.030(D));

WHEREAS, upon recommendation of the Commission, the City Council must consider the request and may, at its discretion, designate by resolution a certain area as a preferential parking district and authorize the Commission to establish parking restrictions for the district (MMC 10.36.010));

WHEREAS, Montebello Municipal Code section 10.36.020(B) sets forth factors which the Commission and City Council must consider in determining whether to designate a particular area as a preferential parking district;

WHEREAS, On March 1, 2017 the Commission held a public meeting to consider a qualifying petition signed by residents seeking the establishment of a preferential parking district along Easton Street from West City Limit to Northside Drive, and specifically the area spanning the 2200 block of Easton Street, in the City of Montebello.

WHEREAS, at the public meeting, residents indicated that on-street parking in front of their private residences has been monopolized by vehicles associated with nearby residences and apartments;

WHEREAS, after considering the public testimony, the Commission voted

unanimously to recommend to the City Council that a preferential parking district be established along the north side and south side of Easton Street from West City Limit to Northside Drive (“Recommended District”); and

WHEREAS, the City Council may, in its discretion, adopt the Commission’s recommendation and designated the Recommended District as a preferential parking district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AS FOLLOWS:

SECTION 1. The City Council, after consideration of staff presentation, reports, discussion, oral testimony, and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporated them herein.

SECTION 2. The City Council finds and declares that parking conditions existing along Easton Street from West City Limit to Northside Drive, satisfy the criteria for designating such area as a preferential parking district, as such criteria is set forth in Montebello Municipal Code 10.36020(B). Residents’ testimony established that legal on-street parking availability has been monopolized by vehicles associated with nearby residences, apartments and a church that residents on Easton Street are being impacted and cannot find on-street parking in front of their homes. The establishment of a preferential parking district will improve parking and traffic conditions along the affected portion of Easton Street and the immediately surrounding areas by ensuring nearby residents have access to adequate legal on-street parking in the proximity of their residence.

Section 3. The City Council hereby declares Easton Street from West City Limit to Northside Drive to be a preferential parking district (the “District”) pursuant to Montebello Municipal Code section 10.36 *et seq.*

Section 4. The Traffic and Safety Commission is hereby authorized to establish parking restrictions for the District.

Section 5. The Director of Public Works shall cause appropriate signs to be erected in the District as required by Montebello Municipal Code section 10.36.040.

Section 6. The City Clerk shall certify to the passage of this resolution which shall become effective upon adoption.

APPROVED AND ADOPTED this 10th day of January, 2018.

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Preferential Parking District Designation on 4th Street from Washington Boulevard to Frankel Avenue

DATE: January 10, 2018

RECOMMENDATION

It is recommended that the City Council consider the adoption of a resolution designating a preferential parking district on 4th Street from Washington Boulevard to Frankel Avenue, as recommended by the Traffic and Safety Commission.

BACKGROUND

Residents of 4th Street submitted a petition requesting permit parking along the west and east sides of 4th Street from Washington Boulevard to Frankel Avenue. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program.

Residents informed the City that there are no parking spaces available during evening time period and on weekends (Saturdays and Sundays) for the residents who live on the 1000 Block of 4th Street, due to overflow parking from nearby residential areas and businesses. Residents would like to establish a preferential parking district to enable them the opportunity to utilize on-street parking near their homes/residences between the hours of 6:00 PM to 6:00 AM on Monday to Friday.

On June 28, 2017, the City Council referred this item to the Street Ad-hoc Committee for review.

On July 17, and September 12, 2017, the Street Ad-hoc Committee reviewed the request and received input from residents in the subject area.

ANALYSIS

Montebello Municipal Code ("MMC") Section 10.36 provides for the establishment of preferential parking districts by the City Council for locations experiencing inadequate or impaired on-street parking. A request for the designation of a preferential parking district may be initiated by a petition signed by affected residents along the area

proposed for designation, after which the Traffic and Safety Commission (“Commission”) must hold a public meeting to determine whether specific designation criteria are met. After holding the public meeting, the Commission must provide a written recommendation to the City Council, which may designate a preferential parking district by the adoption of a resolution. (MMC 10.36.030).

In determining whether an area is eligible for designation as a preferential parking district, the Commission or the City Council must consider a variety of factors including: (1) the extent to which affected residents desire and need permit parking; (2) the extent to which legal on-street parking spaces are available for use by residents; (3) the extent to which motor vehicles registered to persons residing in the area cannot be accommodated by the number of available off-street parking spaces; (4) the size and configuration of the area as it relates to the problems or enforcement or parking and traffic regulations and the potential impact of parking and traffic congestion, on this and adjacent areas, as a result of the establishment of such district; (5) whether other regulatory measures would better solve the problem (e.g. parking restrictions and strict enforcement of such restrictions); and (6) the area to be designated shall include minimum of one block, both sides. (MMC 10.36.020(B)).

On July 5, 2017, the Commission considered a petition by residents on the 1000 Block of 4th Street. Residents stated that on-street parking in front of their homes has been monopolized by vehicles associated with nearby residential areas and businesses. After considering the public testimony, the Commission concluded that the parking issues could be resolved through the designation of a parking district. The Commission voted unanimously to recommend to the City Council the establishment of a preferential parking district on 4th Street from Washington Boulevard to Frankel Avenue.

Map of Proposed Preferential Parking District



FISCAL IMPACTS

Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. Currently, there is no permit fee. A potential permit fee will be evaluated during the upcoming user fee study. No additional General Fund appropriation is needed.

SUMMARY

The City Council will consider approval of a resolution designating a preferential parking district on 4th Street from Washington Boulevard to Frankel Avenue, as recommended by the Traffic and Safety Commission and as requested by a resident petition. The petition contained sufficient resident signatures to qualify for consideration, under the City's Preferential Parking Guidelines/Program. Installation of the requested permit parking signs is estimated at \$2,500. The Public Works Department Maintenance & Operations Budget includes funds for traffic signage and maintenance. No additional General Fund appropriation is required to implement the preferential parking district.

ATTACHMENTS

Resolution

RESOLUTION # _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, DESIGNATING A PREFERENTIAL
PARKING DISTRICT ALONG 4TH STREET FROM WASHINGTON
BOULEVARD TO FRANKEL AVENUE**

WHEREAS, Montebello Municipal Code (“MMC”), Chapter 10.36, “Preferential Parking Districts,” authorizes and sets for the procedures for establishing preferential parking district in the City of Montebello to address location experiencing insufficient or impaired on-street parking;

WHEREAS, upon receipt of a qualifying petition requesting the designation of a preferential parking district, the Traffic and Safety Commission (“Commission”) must hold a public meeting for the purpose of receiving public comments on the district (MMC 10.36.030(B));

WHEREAS, at the conclusion of the public meeting, the Commission must provide a written recommendation to the City Council, based on the record of such public meeting or meetings and the surveys and studies performed, whether to designate the area consideration as a preferential parking district (MMC 10.36.030(D));

WHEREAS, upon recommendation of the Commission, the City Council must consider the request and may, at its discretion, designate by resolution a certain area as a preferential parking district and authorize the Commission to establish parking restrictions for the district (MMC 10.36.010);

WHEREAS, Montebello Municipal Code section 10.36.020(B) sets forth factors which the Commission and City Council must consider in determining whether to designate a particular area as a preferential parking district;

WHEREAS, On July 5, 2017 the Commission held a public meeting to consider a qualifying petition signed by residents seeking the establishment of a preferential parking district along 4th Street from Washington Boulevard to Frankel Avenue, and specifically the area spanning the 1000 block of 4th Street, in the City of Montebello.

WHEREAS, at the public meeting, residents indicated that on-street parking in front of their private residences has been monopolized by vehicles associated with nearby residences and apartments;

WHEREAS, after considering the public testimony, the Commission voted

unanimously to recommend to the City Council that a preferential parking district be established along the west side and east side of 4th Street from Washington Boulevard to Frankel Avenue ("Recommended District"); and

WHEREAS, the City Council may, in its discretion, adopt the Commission's recommendation and designated the Recommended District as a preferential parking district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AS FOLLOWS:

SECTION 1. The City Council, after consideration of staff presentation, reports, discussion, oral testimony, and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporated them herein.

SECTION 2. The City Council finds and declares that parking conditions existing along 4th Street from Washington Boulevard to Frankel Avenue, satisfy the criteria for designating such area as a preferential parking district, as such criteria is set forth in Montebello Municipal Code 10.36020(B). Residents' testimony established that legal on-street parking availability has been monopolized by vehicles associated with nearby residences, apartments and businesses that residents on 4th Street are being impacted and cannot find on-street parking in front of their homes. The establishment of a preferential parking district will improve parking and traffic conditions along the affected portion of 4th Street and the immediately surrounding areas by ensuring nearby residents have access to adequate legal on-street parking in the proximity of their residence.

SECTION 3. The City Council hereby declares 4th Street from Washington Boulevard to Frankel Avenue to be a preferential parking district (the "District") pursuant to Montebello Municipal Code section 10.36 *et seq.*

SECTION 4. The Traffic and Safety Commission is hereby authorized to establish parking restrictions for the District.

SECTION 5. The Director of Public Works shall cause appropriate signs to be erected in the District as required by Montebello Municipal Code section 10.36.040.

SECTION 6. The City Clerk shall certify to the passage of this resolution which shall become effective upon adoption.

APPROVED AND ADOPTED this 10th day of January, 2018.

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

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

SUBJECT: Approve a Contract for Request for Proposals (RFP No 18-19) for Traffic Signal Maintenance Services

DATE: January 10, 2018

RECOMMENDATION

That the City Council approves a contract for traffic signal maintenance services to Siemens Industry, Inc. in the amount of \$64,974.00 per year for Request for Proposals (RFP No 18-19) for Traffic Signal Maintenance Services and authorize the Acting City Manager to execute the Contact Agreement.

BACKGROUND

The City of Montebello is responsible for the maintenance and operation of Traffic Signal Systems (79 each), Flashing Beacons (8 each), Radar Speed Feedback Signs (10 each), Lighted Crosswalks (2 each) and Dig Alert Service. The Contractor is required to provide routine preventive maintenance, schedule routine and emergency repairs to traffic signals, traffic signal equipment, safety street lights and the above-mentioned items and equipment by duly trained and qualified personnel. The Traffic Signal Maintenance contract will have a five (5) year term, with two optional one (1) year terms. The total term of the proposed contract may exceed a combined total of seven (7) years.

On November 15, 2017, the City issued Request for Proposals No 18-19 for Traffic Signal Maintenance Services. A notice inviting sealed and electronic bids/proposals was advertised on Planet Bids, the Green Sheet and the local newspaper (published on November 23 and November 30, 2017). On December 14, 2017 at 11:00 AM a total of four (4) proposals were received and opened at 11:10 AM on the same day as follows:

Siemens Industry, Inc.....	\$64,974.00
Behr Electric.....	\$71,220.00*
St. Frances Electric.....	\$85,644.00
Econolite Systems.....	\$107,510.04*

**This company submitted monthly bid amount in their cost proposal. The monthly amount was annualized to provide the annual amount as shown.*

ANALYSIS

Siemens Industry, Inc. submitted the lowest responsive bid/proposals. Siemens Industry, Inc. is a reputable contractor with extensive experience and qualified staff to perform the work and services required by the City. Therefore, Siemens Industry Inc., is the apparent lowest responsive and responsible bidder.

FISCAL IMPACT

Funding for the proposed contractual services was approved in the FY 2017/18 City Budget and allocated into the Public Works Department Maintenance and Operation Budget. For Fiscal Year 2016/17 the City spent \$210,063 combined for routine and emergency traffic signal maintenance services, due to the age of our signals and unforeseen emergencies.

SUMMARY

The City Council will consider approving a contract for annual maintenance and service of traffic signal systems to Siemens Industry, Inc. in the amount of \$64,974.00 per year, per Request for Proposals (RFP No 18-19) for Traffic Signal Maintenance Services and authorize the City Acting Manager to execute the Contact Agreement.

ATTACHMENTS

Request for Proposals
Bid Summary
Draft Contract Agreement



**CITY OF MONTEBELLO
CALIFORNIA**

DEPARTMENT OF PUBLIC WORKS

**REQUEST FOR PROPOSALS
FOR
TRAFFIC SIGNAL MAINTENANCE
RFP NO. 18-19**

REQUEST FOR PROPOSALS FOR SIGNAL MAINTENANCE

RFP No. 18-19

Table of Contents

<u>Description</u>	<u>Page</u>
Notice Inviting Sealed Proposals	4
A. Introduction	5
B. Scope of Work and Proposal Items	5
C. General Terms and Conditions	16
D. Disadvantage Business Enterprise (DBE) Program Participation Requirement	16
E. Pre-Contractual Expenses in Responding to the RFP Preparation	16
Appendices	
Appendix A – Cost Proposal Schedule	17
Appendix B – List of Locations	23
Appendix C – City Map	26
Appendix D – Sample Contract	27

TO PROPOSECTIVE PROPOSERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP) to provide Traffic Signal Maintenance services to the City. Your response to the RFP will be evaluated to determine the qualifications of your firm to provide these services. 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 services agreement (Agreement) based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

November 16, 2017

THE PROJECT:

Project Name: Traffic Signal Maintenance
Location: City of Montebello

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90604

PROPOSAL CONTACT:

PROPOSAL CONTACTS

Name: Sam Kouri, City Engineer (Consultant)
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90604
Contact Phone: (323) 887-1367
Contact E-Mail: skouri@cityofmontebello.com

PROPOSAL DUE DATE:

Thursday, December 19, 2017 at 11:00 am.



CITY OF MONTEBELLO

**REQUEST FOR PROPOSALS
TRAFFIC SIGNAL MAINTENANCE SERVICES
(NOVEMBER 16, 2017)**

**NOTICE INVITING PROPOSALS/SEALED BIDS
RFP NO. 18-19**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites proposals/sealed bids for the above stated project. Proposals/bids 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>) or to the City Clerk's Office at 1600 West Beverly Boulevard, Montebello, California 90640 up to the hour of 11:00 a.m. on Tuesday, December 19, 2017. They will be publicly opened in the City Council Chambers at 11:10 a.m. on the above date.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640 and on PlanetBids Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

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

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

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

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.

REQUEST FOR PROPOSALS
TRAFFIC SIGNAL MAINTENANCE
FOR THE CITY OF MONTEBELLO

A. INTRODUCTION

The City of Montebello (City) is soliciting Request for Proposals (RFP) from qualified electrical contractors to provide traffic signal and intersection street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work. The City operates and maintains seventy-nine (79) traffic signals, eight (8) flashing beacon lights, nine (10) speed feedback signs and two (2) lighted crosswalks with a variety of traffic signal controllers. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost-effective, and quality professional services to the City.

The selected Contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, street light, and other electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism, and other factors that may result in the need for emergency responses maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work.

B. SCOPE OF WORK AND PROPOSAL ITEMS

I. General Description

The Contractor shall provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, and other related equipment by duly trained and qualified personnel.

The Contractor shall also perform Underground Service Alerts (USA) at the direction of the City. All preventive maintenance, scheduled repair, and USA will be billed at an established flat rate, with additional emergency work/unscheduled repair paid at hourly labor rates and vehicle and equipment rates, in accordance with the cost proposal per this RFP.

An inability to provide routine preventive maintenance to each traffic signal and safety street light may cause the Contractor to be subject to liquidated damages.

The Contractor shall provide and maintain emergency service response of the City's traffic signals and street lights on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All of the Contractor's employees working within the

boundaries of the City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with City staff.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, street lights, and flashing beacons in the City in compliance with current Caltrans and County of Los Angeles standards and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment is used or installed in the City.

The Contractor shall furnish temporary flashing beacons and other (portable) replacement equipment for non-operational traffic signals. Contractor furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make, and model. The Contractor shall provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) – California Manual on Uniform Traffic Control Devices (CAMUTCD)

The Contractor shall cooperate with the City in recalibrating traffic signal coordination timing and progression. The Contractor shall change the timing of traffic signal only upon the direction or advance written approval of the City. During emergency conditions, the Contractor shall assure full cooperation with the City and those employees of the City and other agencies as indicated.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City. The Contractor will be required to maintain any additional traffic signals, lighted crosswalks, and appurtenant devices as they are installed, or become a part of the maintenance requirements to the City.

II. Maintenance Requirements

a. Preventive Maintenance

The Contractor shall provide a routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The Contractor will be required to furnish and use a preventive maintenance checklist form approved by the City. The contractor shall provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records. The program shall include monthly inspections of each signalized intersection.

At a minimum, the following shall be performed:

- Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display.

- Examine the functioning of the controller in relation to the traffic.
- Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary.
- Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.
- Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure.
- Perform a night time check of safety lights and illuminated street name signs at all signalized intersections.

b. Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system. The equipment and components shall include, but are not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, LED Illuminated Street Name Signs, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.

This work shall be performed in accordance with the unit cost provided in the Cost Proposal in this Solicitation. For any work not covered by the Cost Proposal in this Solicitation, the Contractor shall submit a cost proposal to the City prior to performing any corrective work. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

c. Emergency Response Work

The City may request that the Contractor perform emergency response work on the traffic control system. The Contractor shall provide and maintain emergency service response on a twenty-four (24) hour a day, seven (7) days per week basis (24/7), including all holidays. This work shall be performed on a time and materials basis in accordance with the unit cost provided in the Cost Proposal in this Solicitation. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services.

1. Emergency Response Work may include, but is not limited to the following:

- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controller and cabinet, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

2. Equipment for Emergency Work

- Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours.
- The Contractor shall cover the cost of replacing any parts to the traffic signal system. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
- Notify the City representative in advance of any traffic signal deactivations (by phone and email) that may be required to provide the required services. Traffic signal deactivations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.
- The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.

d. Maintenance Records

Contractor shall create and maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every four (4) months in a Microsoft Excel spreadsheet.

Contractor shall maintain a copy of the Preventive Maintenance Inspection Form approved by the City at each intersection. The checklist shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City's representative shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

e. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month's activities. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice.

No payment will be made without submittal of the report. The report shall include:

1. Preventive Maintenance: Time and date the preventive maintenance was performed.
2. Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
3. Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.

f. Response and Service

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services. The maximum response times shall be as follows:

1. Emergency and accident maintenance – one (1) hour
2. Replacement of burned out signal faces – two (2) hours
3. All other signal maintenance – twenty-four (24) hours
4. Safety Lighting – forty-eight (48) hours
5. Illuminated Street Name Signs – forty-eight (48) hours

Signal on flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due to the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

g. Signal Shut Down and Signal on Flash

The contractor shall immediately notify the City's Public Works Department, Montebello Police Department, and Fire Department of any signal turn-offs or signal on flash necessitated by their operation. Signal shut down of any duration and signal on flash

operation in excess of fifteen (15) minutes must be first authorized by the Community Development Department.

h. Spare Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

i. Salvage Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as directed by the Community Development Department. Any material or equipment declared non-salvageable by Community Development Department shall be taken from the City and disposed of properly by the Contractor and Contractor's cost. Components such as mast arms and luminaries that are undamaged may be reused at the direction of the City.

j. New Traffic Signals

The contractor shall maintain new traffic signals, safety lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of the maintenance requirements of the City. As requested by the City, the contractor shall provide support and review of new traffic signal turn-ons.

III. Underground Service Alert (Dig Alert) Monitoring

The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 *et seq.* The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the markings of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an *Intersection Record Log* shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law. Compensation for providing USA –Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Cost Proposal in this Solicitation.

IV. Warranty Service

New equipment installed by the Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty

service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

V. PERFORMANCE BOND

Upon execution of the Agreement, the contractor shall file with the City Clerk, a corporate surety bond, approved by the Director of Community Development, and approved as to form by the City Attorney, executed by the Contractor as principal and by a corporate surety as surety, in the sum of \$50,000 conditioned upon the faithful performance by the Contractor.

The Faithful Performance Bond shall be written for the length of the Agreement and shall be kept in force until the expiration of the Agreement. The Contractor may elect to secure a one-year bond. In such case, that bond must be renewed at least thirty (30) days in advance of the expiring bond if the Agreement is extended. If the bond is not renewed, or is otherwise terminated, the City may declare the contractor in default and terminate the Agreement.

VI. Payment

Payments will be made within thirty (30) days after an invoice has been approved by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment shall be included with the invoice.

VII. Working Day

The Contractor's working day activities for preventive maintenance and scheduled repairs shall be limited to the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City.

The following is a list of holidays on which contract service will not be performed:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day (July 4th)
Labor Day (First Monday in September)
Columbus Day
Veterans' Day
Thanksgiving Day
The day after Thanksgiving Day
Christmas Eve Day
Christmas Day

VIII. Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a “public work” as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Departmental of Industrial Relations opinions and interpretations relative to traffic signal maintenance. Failure to comply with the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

IX. Contract Period

The Traffic Signal Maintenance contract will have five (5) year term, with two optional one (1) year terms. The total term of the proposed contract may extend for seven (7) years from award by the City

X. Schedule

Notice for Request for Proposal (RFP) posted and Issued November 16, 2017
Deadline for receipt of QuestionsNovember 30, 2017, 5:00 PM
Addenda – Answers to Questions Released December 6, 2017
Deadline for receipt of Proposals.....December 19, 2017, 11:00AM
Interviews (Optional)..... ..To Be Determined
Contract awarded by City Council To Be Determined

XI. Minimum Qualifications and Reference Contact Information

a. Contractor’s License

The Contractor shall possess a valid, current and in good standing Class A or Class C10 contractor’s license issued by the California State Contractor Licensing Board. A copy of the contractor’s license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

b. Qualified Personnel

The Contractor shall have on-staff, certified personnel with the following qualifications:

- 1. Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
- 2. Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years of experience in traffic signal repairs.

The submitted Proposal shall identify by name the certified personnel who will be available and would be assigned to provide traffic signal maintenance services to the City.

c. Company Background

The Contractor shall be skilled and regularly engaged in traffic signal maintenance as well as performing Underground Service Alerts (USA’s). Provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the

Contractor is currently providing the services described in this Solicitation must be provided. Provide an additional two (2) references for which the Contractor previously provided the services described in this Solicitation within the last five (5) years. All listed references shall be a municipal, city, or county governmental agency.

d. Negative History

The Contractor shall include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose, the firm shall affirmatively state in its Proposal there is no negative history to report. Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

XII. Proposal Requirements

The proposal shall describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The Proposal shall also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements.

Please note that this Request for Proposals cannot identify each specific, individual task required to successfully and completely implement this project. The City of Montebello relies on the professionalism and competence of the Proposing Contractor to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc. The City of Montebello will not approve addenda to the Contractor's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

a. Criteria

Each Proposal Package shall consist of the format described below. Due to demands on the time of the Selection Committee members, please limit your submittal to 25 pages and number all pages. Submittals that are longer in length or do not conform to the submittal format described below may be removed from consideration at the discretion of the City. The cover letter, required forms, tabs, dividers, and appendix do not count toward the page limit. Submittals shall include:

1. One (1) printed copy marked "Original" and containing an original signature.
2. Three (3) printed copies marked "Duplicate".
3. One (1) complete electronic copy in pdf format on a thumb or USB drive.

b. Responses shall be organized into five (5) sections

1. Information/background on the Contractor - Provide a brief introduction, address the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Include key contact information (address, phone, fax, and email). Refer to the "Company Background" and "Negative History" requirements listed above.
2. Key Personnel/Qualifications – Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-contractors proposed should be identified, and information on their respective role in the project shall be included. Refer to "Qualified Personnel" requirements listed above.
3. Past Experience/References – Refer to "Company Background" listed above.
4. Understanding of Scope of Work and Work Proposal – Demonstrate the understanding of the tasks and services requested in the Scope of Work, and provide the Work Proposal/Approach to accomplish the services described in this Request for Proposals
5. Cost Proposal – The Contractor shall complete ALL pages of APPENDIX A – COST PROPOSAL SCHEDULE (pages 17 to 23) and submit with their Proposal.

c. Submittal Requirements:

Proposals will be received through **11:00 A.M.** on **December 19, 2017.** If submitting through Planet Bids, only one electronic copy is required. If submitting via US Mail, Delivery Services or Delivery, please submit three (3) copies of your proposal addressed to the attention of:

City of Montebello
City Clerk's Office
Attention: Public Works Department – Traffic Signal Maintenance RFP
1600 W. Beverly Blvd.
Montebello, CA 90640

All proposals must either be 1) on paper, mailed or delivered to the City of Montebello Or 2) Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. There no fees to register and bid on this Request For Proposals.

d. Contractor Selection

Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements of the Request for Proposals may be cause for rejection of the proposal. The evaluation committee may ask for interviews. Attendance at any such interview will be at the Proposer's expense. The evaluation committee will make a recommendation of the Contractor for a contract to be awarded by the City Council.

The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City.

e. Award of Contract

It is the City's intent to award a single contract to the contractor that can best meet the requirements of the Request for Proposals document. The City reserves the right to award a contract to multiple contractors or a single contractor or to make no award, whichever is in the best interest of the City.

f. Business License

The successful Contractor that is awarded the contract will be required to be licensed in accordance with the City of Montebello Business License Ordinance of the Montebello Municipal Code.

g. Insurance Requirements

The selected Consultant shall maintain in force at all times during the performance of this contract the following insurance policies:

1. Comprehensive General Liability, including contractual liability, products and completed operations and business automobile liability, all of which will include coverage for both bodily injury and property damage with a combined single limit of \$2,000,000. The City shall be named as "additional insured" on all policies required to be furnished.
2. Professional liability coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Workers' Compensation coverage at statutory limits.
4. The consultant shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors, and have adequate insurance to cover such negligent acts, errors and omissions with limits of \$2,000,000.

C. GENERAL TERMS AND CONDITIONS

Accompanying this RFP is Appendix A, which contains a copy of the standard City contract the selected consultant will be required to sign for this project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix A in the Proposal Cover letter, or list their objections and requested revisions in the contract requirements for City's consideration.

D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION REQUIREMENT

The City of Montebello is committed to fulfilling the spirit and intent of the Disadvantaged Business Enterprise (DBE) Program regulations published under Title 49 CFR Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Programs. It is the policy of the City of Montebello to ensure that disadvantaged business enterprises have equitable access to participate in all federally funded projects. Further, it is the policy of the City of Montebello to promote equal opportunity and nondiscrimination on the basis of race, color, sex, or national origin in the award and/or performance of any federally funded, or in the administration of its DBE program or the requirements of 49 CFR Part 26. While the City is not requiring a specific DBE participation on this contract, DBE participation may be required in future CIP contracts, which are federally funded.

E. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any bidder or by any selected consultant. Each bidder shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this Request for Proposals. Pre-contractual expenses are defined as expenses incurred by bidders and the selected consultant, if any, in:

- Preparing and submitting information in response to this Request for Proposals.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a bidder/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this request. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

COST PROPOSAL SCHEDULE "A"
FLAT RATE MAINTENANCE SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total Annual Amount
I.	Preventive Maintenance (Traffic Signal System: includes safety lights & illuminated street name signs)	79	Per	\$	\$
II.	Preventive Maintenance (Flashing Beacons)	8	Per location	\$	\$
III.	Preventive Maintenance (Speed Feedback Signs)	10	Per location	\$	\$
IV.	Lighted Crosswalks	2	Per Location	\$	\$
V.	Underground Service Alert – (Dig Alert Service)		Per USA	\$	\$

Special Note: The flat rate fee represents total compensation for all labor, material, equipment, and vehicles necessary to provide the corresponding tasks.

TOTAL PROPOSAL ITEMS (I, II, III, IV and V) \$

**COST PROPOSAL SCHEDULE
 "B" SCHEDULED REPAIR
 SERVICES**

Item No.	Description	Unit Price
1.	Replace Type A Detector Loop (1 to 4 loops)	\$ Per loop
2.	Replace Type A Detector Loop (5 or more loops)	\$ Per loop
3.	Replace Type D Detector Loop (1 to 4 loops)	\$ Per loop
4.	Replace Type D Detector Loop (5 or more loops)	\$ Per loop
5.	Replace Video Detection Unit	\$ Per unit
6.	Vehicular LED Face Replacement	\$ Per Face
7.	Pedestrian LED Face Replacement (Countdown	\$ Per Face
8.	Replace Pedestrian Push Button	\$ Per Button

The PROPOSER shall provide prices for all of the items listed above. Failure to do so may be the grounds for rejection of the proposal.

The 10% bid bond shall be provided for the amount indicated for Items I, II, III, IV and V.

The final selection of the contractor will include but not limited to the proposed prices per year, per units for optional items, bidders qualifications, experience, references, and other relevant items to ensure the lowest qualified and responsive bid is selected that is in the best interest of the City.

EMERGENCY RESPONSE SERVICES

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

Position	Hourly Straight Time	Hourly Overtime
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		

**EMERGENCY RESPONSE SERVICES
CONTINUED**

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicle and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

Personnel Vehicle	\$ _____	Per hour
Pickup Truck	\$ _____	Per hour
Service Truck	\$ _____	Per hour
Service/Ladder Truck	\$ _____	Per hour
Boom/Ladder Truck	\$ _____	Per hour
Crane Truck	\$ _____	Per hour
Altec/Tesla Truck	\$ _____	Per hour
Concrete Saw	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour

Any equipment not listed will be paid per current Caltrans equipment rates.

MATERIAL MARK-UP

Material mark-up will not exceed _____ % of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.

The PROPOSER agrees that the City reserves the right to increase or decrease the amount of any quantity and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices. It is agreed that the bid prices include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. All other work items not specifically listed above, but necessary to complete the work per applicable standards are assumed to be included in the above bid prices.

BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom PROPOSER intends to procure insurance bonds:

SITE INSPECTION

The PROPOSER declares that he/she has carefully read and examined the Request for Proposals, and he/she has made a personal examination of the site (indicate name of the person, representing the proposer, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

The PROPOSER acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PROPOSER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

PROPOSER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, PROPOSER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

PROPOSER declares that the only persons or parties interested in this proposal as principals are those named herein: that no members of elective and appointive boards, officers, agents and employees of the City of MONTEBELLO is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

PROPOSER'S INFORMATION

PROPOSER certifies that the following information is true and correct:

Proposer's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.) _____

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address _____

Telephone _____; Fax _____

Contractor's License No. and Class _____; Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this Proposal _____

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows _____

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows

Previous contract performance history

Was any contract terminated previously Yes_____ No_____

If the answer to the above is "yes", provide the following information

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

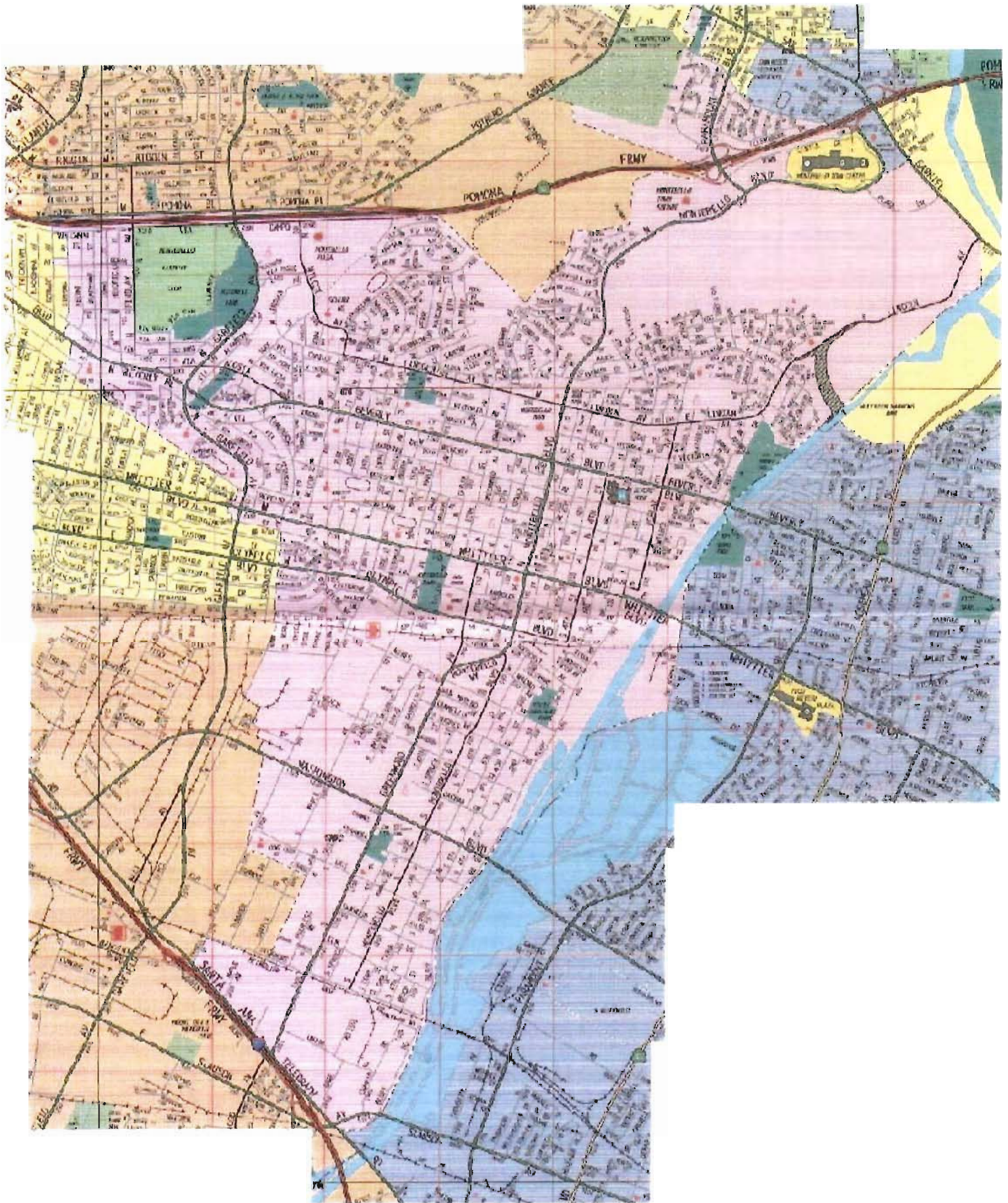
APPENDIX B – LIST OF LOCATIONS

Locations	Item
Beverly / 18 th	Traffic Signal
Beverly / 4 th	Traffic Signal
Beverly / Bradshawe	Traffic Signal
Beverly / Civic Center	Traffic Signal
Beverly / Findlay	Traffic Signal
Beverly / Garfield	Traffic Signal
Beverly / Hay	Traffic Signal
Beverly / Maple	Traffic Signal
Beverly / Montebello	Traffic Signal
Beverly / Poplar	Traffic Signal
Beverly / Rea	Traffic Signal
Beverly / Sixth	Traffic Signal
Beverly / Taylor	Traffic Signal
Beverly / Via Val Verde	Traffic Signal
Beverly / Wilcox	Traffic Signal
Cleveland Avenue / Vail Avenue	Traffic Signal
Garfield / Hay	Traffic Signal
Garfield / Madison Avenue	Traffic Signal
Garfield / Pomona	Traffic Signal
Garfield / San Clemente	Traffic Signal
Garfield / Via Acosta	Traffic Signal
Garfield / Via Paseo	Traffic Signal
Greenwood / Beach	Traffic Signal
Greenwood / Date	Traffic Signal
Greenwood / Elm	Traffic Signal
Greenwood / Mines	Traffic Signal
Greenwood / Oakwood	Traffic Signal
Greenwood / Sycamore Connector	Traffic Signal
Greenwood / Union	Traffic Signal
Hay / Wilcox	Traffic Signal
Howard / Beverly	Traffic Signal
Howard / Lincoln	Traffic Signal
Lincoln / Maple	Traffic Signal
Lincoln / Poplar	Traffic Signal
Montebello / Cleveland	Traffic Signal
Montebello / Driveway #1	Traffic Signal
Montebello / Driveway #2	Traffic Signal
Montebello / Jefferson	Traffic Signal
Montebello / La Merced	Traffic Signal
Montebello / Liberty	Traffic Signal
Montebello / Lincoln	Traffic Signal
Montebello / Madison	Traffic Signal
Montebello / Plaza Dr	Traffic Signal
Montebello / Truck Way	Traffic Signal
Montebello / Victoria	Traffic Signal

Olympic / Greenwood	Traffic Signal
Olympic / Maple	Traffic Signal
Olympic / Montebello	Traffic Signal
Olympic / Vail	Traffic Signal
Paramount / Montebello	Traffic Signal
Pomona / Findlay	Traffic Signal
Slauson / Chapin	Traffic Signal
Telegraph / Greenwood	Traffic Signal
Telegraph / Slauson	Traffic Signal
Vail Avenue / Flotilla Street	Traffic Signal
Via Campo / Findlay	Traffic Signal
Via Campo / Garfield	Traffic Signal
Washington / Bluff	Traffic Signal
Washington / Greenwood	Traffic Signal
Washington / Maple	Traffic Signal
Washington / Montebello	Traffic Signal
Washington / Vail	Traffic Signal
Whittier Blvd / 10th Street	Traffic Signal
Whittier Blvd / 21st Street	Traffic Signal
Whittier Blvd / 2nd Street	Traffic Signal
Whittier Blvd / 4th Street	Traffic Signal
Whittier Blvd / 5th Street	Traffic Signal
Whittier Blvd / Bluff/1st Street	Traffic Signal
Whittier Blvd / California Avenue	Traffic Signal
Whittier Blvd / Concourse	Traffic Signal
Whittier Blvd / Maple Ave	Traffic Signal
Whittier Blvd / Montebello	Traffic Signal
Whittier Blvd / Taylor Ave	Traffic Signal
Whittier Blvd / Vail	Traffic Signal
Whittier Blvd / Wilcox Avenue	Traffic Signal
Wilcox / Lincoln	Traffic Signal
Wilcox / Madison	Traffic Signal
Wilcox / Montebello Plaza	Traffic Signal
Wilcox / Westmoreland	Traffic Signal
Garfield School / Flasher North	Flashing Light
Garfield School / Flasher South	Flashing Light
Greenwood School North	Flashing Light
Greenwood School South	Flashing Light
Lincoln / Sanchez	Flashing Light
Olympic / 4th Street	Flashing Light
Wilcox / Hay	Flashing Light
Wilcox / Westmoreland	Flashing Light
Avenida La Merced (eastbound) / Las Flores	Speed Feedback Sign
Bradshawe (southbound) / Beverly	Speed Feedback Sign
Garfield (southbound) north of Madison	Speed Feedback Sign
Lincoln (westbound) / 18 th Street	Speed Feedback Sign
Lincoln (westbound) / Donna Way	Speed Feedback Sign

Lincoln (eastbound) / Via Val Verde	Speed Feedback Sign
Poplar (northbound) / Lincoln	Speed Feedback Sign
Poplar (southbound) / Avenida La Merced	Speed Feedback Sign
Olympic Blvd (eastbound) / 4 th Street	Speed Feedback Sign
4 th Street (southbound) / Olympic	Speed Feedback Sign
Bradshawe St (northbound) / Repetto	Lighted Crosswalk
Bradshawe St (southbound) / Via Corona	Lighted Crosswalk

APPENDIX C – CITY MAP



CREATED USING THE 1999 THOMAS GUIDE DIGITAL EDITION ON
VISO STANDARD 5.0 AND PRINTED ON HP DESIGNJET 800

COMPLETED BY THE MONTRÉAL POLICE DEPARTMENT

APPENDIX D - SAMPLE CONTRACT
CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2017**, 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 design-build services 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 Storm and Sewer Lift Station Maintenance Services and Related Equipment in the City of Montebello (October 19, 2017) ("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 a turnkey design-build project 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 term of this Agreement shall be for an initial one year period. The City shall have the option to extend the Agreement for two one-year terms. If the City desires to exercise such option(s),

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 five (5) 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.

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 \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if 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:

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@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

Name
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

**Exhibit “A”
Request for Proposals**

Exhibit “B”
Schedule of Compensation

BID SUMMARY												
Traffic Signal Maintenance Contract												
RFP 18-19												
				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		
				Seimens Electric		Bear Electric Solutions		St. Francis Electric		Econolite		
ITEM	BID ITEM	QTY.	UNITS	BID	ANNUAL	BID	*ANNUAL	BID	ANNUAL	BID	*ANNUAL	
No.				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	
I	Preventative Maintenance - Traffic Signal Systems including Safety Lights & Illuminated Street Name Signs	79	EA	\$ 56.75	\$ 53,799.00	\$ 70.00	\$ 5,530.00	\$ 79.25	\$75,129.00	\$ 96.15	\$ 7,595.85	
II	Preventative Maintenance - Flashing Beacons	8	Per Location	\$ 45.00	\$ 4,320.00	\$ 10.00	\$ 80.00	\$ 42.75	\$ 4,104.00	\$ 51.12	\$ 408.96	
III	Preventative Maintenance - Speed Feedback Signs	10	Per Location	\$ 45.00	\$ 5,400.00	\$ 10.00	\$ 100.00	\$ 42.75	\$ 5,130.00	\$ 51.12	\$ 511.20	
IV	Lighted Crosswalks	2	Per Location	\$ 50.00	\$ 1,200.00	\$ 20.00	\$ 40.00	\$ 44.00	\$ 1,056.00	\$ 51.12	\$ 102.24	
V	Underground Service Alert - Dig Alert Service	1	Per USA	\$ 255.00	\$ 255.00	\$ 185.00	\$ 185.00	\$ 225.00	\$ 225.00	\$ 240.92	240.92	
	TOTAL BID				\$ 64,974.00		\$ 5,935.00		\$85,644.00		\$ 8,859.17	

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2018**, 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 design-build services 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 Storm and Sewer Lift Station Maintenance Services and Related Equipment in the City of Montebello (October 19, 2017) ("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 a turnkey design-build project 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 five (5) 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.

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 \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if 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:

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@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

Andrew Pasmant
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

**Exhibit “A”
Request for Proposals**

**Exhibit “B”
Schedule of Compensation**

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

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

SUBJECT: Approve a Contract for Extension of the Driving Range Protective Barrier at the Golf Course, per Request for Quotation (RFQ No Q-18-48) Driving Range Barrier Extension to Judge Netting, Inc.

DATE: January 10, 2018

RECOMMENDATION

That the City Council approve a contract for the extension of the driving range protective barrier at the Golf Course to Judge Netting Inc., in the amount of \$30,396.00, per Request for Quotation (RFQ No Q-18-48) for Driving Range Barrier Extension, approve a Resolution of Appropriation, and authorize the Acting City Manager to execute the Contact Agreement.

BACKGROUND

Recently, the Golf Course Maintenance Yard was relocated from its previous location off Via San Clemente to next to the driving range end. A new 60 foot barrier was constructed to protect staff, equipment and the new building from golf balls hit by patrons to the driving range. Despite the height of the new barrier some golf balls are still going over the barrier and into the new maintenance yard site. Currently, the existing range protective side barriers are approximately, at their lowest point 60 feet and at their peak point about 70 feet in height.

On November 28, 2017, the City issued Request for Quotation No Q-18-48 for Driving Range Barrier Extension at the Golf Course. A notice inviting sealed bids/quotes was advertised on Planet Bids, the Green Sheet and the local newspaper (published on November 30 and December 7, 2017), with bids due on December 14, 2017 at 11:00 AM. Twelve (12) potential proposers viewed the RFP on Planet Bids. Also, staff contacted two potential bidders and informed them of the RFP.

ANALYSIS

On December 14, 2017, one (1) bid was received as follows:

Judge Netting, Inc..... \$30,396

Judge Netting, Inc. submitted the lowest responsive bid/quote. Judge Netting, Inc. is a reputable contractor with extensive experience and qualified staff to perform the work and services required by the City. Therefore, Judge Netting, Inc. is the apparent lowest responsive and responsible bidder.

FISCAL IMPACT

Funding for the proposed contractual services require the approval of the resolution of appropriation to the FY 2017/18 City Budget, Public Works Department Golf Course Maintenance and Operations.

SUMMARY

The City Council will consider approving a contract for the extension of the protective barrier at the Golf Course to Judge Netting, Inc. in the amount of \$30,396.00, per Request for Quotation (RFQ No 18-48) for Driving Range Barrier Extension, approve a Resolution of Appropriation and authorize the City Manager to execute the Contact Agreement.

ATTACHMENTS

Request for Quotation No Q-18-48
Draft Agreement
Resolution of Appropriation

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17 @ 11:00a.m.

**CITY OF MONTEBELLO
PUBLIC WORKS DEPARTMENT
REQUEST FOR QUOTATION
(NO. 18-48)**

THE CITY OF MONTEBELLO, on behalf of the Public Works Department – Golf Course Division herein called Owner, invites sealed quotations from licensed contractors to provide all labor, materials and incidental necessary for the installation of a Driving Range Barrier Extension at the Montebello Golf Course.

Estimated Project Cost:	<u>Not to Exceed</u> <u>\$35,000</u>
-------------------------	---

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Public Works Department.

BIDDER'S CONFERENCE – n/a

QUESTIONS – All questions regarding this RFQ shall be directed in writing no later than Thursday, 12/06/2017 @ 10:00 AM, via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>). It is the responsibility of the bidder to confirm transmission of correspondence.

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ

<u>X</u>	INSTRUCTIONS TO BIDDERS	<u>X</u>	BIDDER'S PROPOSAL FORM	<u>X</u>	BID BOND FORM
<u>X</u>	PAYMENT BOND FORM	<u>X</u>	PERFORMANCE BOND FORM	<u>—</u>	AGREEMENT FORM
APPENDX A		GENERAL CONDITIONS/PUBLIC WORKS 116-222		X INSURANCE REQUIREMENTS	

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17@11:00a.m.

INSTRUCTIONS TO BIDDERS

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

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

PRICING/TERMS/TAX – All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 30 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

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

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 60 days after the closing date.

SPECIFICATION/CHANGES – Whenever possible, the City of Montebello is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the City reserves the right to reject those alternatives as non-responsive.

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

- A. Lowest overall purchase price
- B. Adherence to specifications as detailed in this RFQ
- C. Warranties
- D. Delivery Time, after-receipt-of-order (ARO)

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

RETURN OF BID/CLOSING DATE/RETURN TO – The bid response shall be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) or by submitting/delivering 3 copies of the proposal to the City Clerk's Office at 1600 West Beverly Boulevard, up to the hour of 11:00 a.m. on Thursday, December 14, 2017. Bid responses not received by the City by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q. number referenced above shall appear on the outside of the sealed envelope. The City will not be responsible for and will **not** accept late bids due to delayed mail delivery or courier services.

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17@11:00a.m.

DELIVERY TERMS – All product shall be quoted F.O.B. destination prepay and add freight. Vendor shall provide all information in the area provided below. The City reserves the right to designate the carrier(s). Ship to address: **Montebello, California, 90640**

DELIVERY OF QUOTE – The bid response shall be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) or to the City Clerk's Office at 1600 West Beverly Boulevard, up to the hour of 11:00 a.m. on Thursday, December 14, 2017.

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

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

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided.

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

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

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

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17@11:00a.m.

**BIDDER'S PROPOSAL FORM
DRIVING RANGE BARRIER EXTENSION
FOR CITY OF MONTEBELLO, CALIFORNIA**

PROPOSAL OF _____

(Company Name)

SCOPE OF WORK/PROJECT: To provide all material, labor, and equipment necessary to install 6 steel extensions and one 75 AGL wood pole and fill the extended area with netting for approximately 250 L/F. The pole will be fully treated used wood in good condition. Extensions will be galvanized steel and bolted to the existing wood poles. Netting will be UV treated polyester with sewn in perimeter, with horizontal and vertical rib lines. Cable will be 3/8 and 5/16 inch extra high strength galvanized along with 3/4" galvanized bolts, and heavy duty galvanized attachment hardware as required.

LUMP SUM PRICE, as described above _____

BID, PAYMENT AND PERFORMANCE BONDING _____

TOTAL BID _____

We, the undersigned, hereby agree to furnish all material, labor, and equipment for the City of Montebello, per Request for Quotation Q-18-48, for the sum of stated above.

SUBMITTED BY:

Company Name _____

Address, City, State, Zip _____

Phone Number/Fax Number _____

Print Name _____

Authorized Signature _____

Date _____

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17@11:00a.m.

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

**PROPOSAL GUARANTEE
BID BOND

FOR

REQUEST FOR QUOTATION
(NO. 18-48)
DRIVING RANGE BARRIER EXTENSION

IN THE CITY OF MONTEBELLO**

KNOW ALL MEN BY THESE PRESENTS that _____
_____, as BIDDER, and _____
_____, as SURETY, are held and firmly bound unto the
City of Montebello, as AGENCY, in the penal sum of

_____ Dollars(\$ _____),
which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above stated project, for
the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these
presents.

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

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

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

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

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

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17@11:00a.m.

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

FOR

**REQUEST FOR QUOTATION
(NO. 18-48)
DRIVING RANGE BARRIER EXTENSION**

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Montebello, or cash in the amount of _____

Dollars

(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17@11:00a.m.

FAITHFUL PERFORMANCE BOND

FOR

**REQUEST FOR QUOTATION
(NO. 18-48)
DRIVING RANGE BARRIER EXTENSION**

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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

[Type text]

CITY OF MONTEBELLO

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



Request for Quotation: Q-18-48
Bid Issue Date: Nov. 28, 2017
CLOSING DATE: Thurs, 12/14/17@11:00a.m.

MATERIAL AND LABOR BOND

FOR

REQUEST FOR QUOTATION
(NO. 18-48)
DRIVING RANGE BARRIER EXTENSION

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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

CITY OF MONTEBELLO
CONTRACT AGREEMENT

FOR

DRIVING RANGE BARRIER EXTENSION

**FY 2017/2018
BID/RFQ NO 18-48**

IN THE CITY OF MONTEBELLO

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

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

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

ARTICLE IX

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

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

ARTICLE X

The contract construction period for this project is **thirty (30) working days** from the effective date of the Notice-to-Proceed to be issued by the City. Should the Contractor be awarded the sewer repair work, ten (10) additional working days will be added to the contract construction duration.

ARTICLE XI (PREVAILING WAGES)

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

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

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

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

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

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday

work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

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

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

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

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

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

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Andrew Pasmant,

City Manager, City of Montebello

ATTESTED: _____

Irma Barajas,

City Clerk, City of Montebello

Date _____

Arnold Alvarez-Glasman, City Attorney

Date _____

FAITHFUL PERFORMANCE BOND
(WARRANTY BOND)

FOR

DRIVING RANGE BARRIER EXTENSION

**FY 2017/2018
BID/RFQ NO 18-48**

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR
and

_____, as SURETY, are held
and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of

_____ dollars (\$_____), which is one-hundred percent (100%) of the total contract amount for
the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to
be bound, jointly and severally, firmly by these presents.

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

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

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND
FOR
DRIVING RANGE BARRIER EXTENSION

**FY 2017/2018
BID/RFQ NO 18-48**

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR GOLF COURSE DRIVING RANGE BARRIER
EXTENTION PROJECT**

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

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

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$30,396	610-99-6040.10	\$30,396
(Unassigned Fund Balance)		(Golf Course – Outside Contract)	

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

ADOPTED AND APPROVED this 10th day of January, 2018.

Vanessa Delgado, Mayor

ATTEST

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew Pasmant, Acting City Manager

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

SUBJECT: A Request to Accept and File a Report Addressing the Feasibility of Circular Driveways on Kennan Street from Via Campo to Dewar Street

DATE: January 10, 2018

RECOMMENDATION

Receive and file a staff report addressing the feasibility of circular driveways on Keenan Street, from Via Campo to Dewar Street, and consider adoption of a policy pertaining to circular driveway improvements and/or provide direction to staff as appropriate.

BACKGROUND

On March 17, 2017, a request for a Preferential Parking District on Keenan Street, from Via Campo to Dewar Street, was approved by the Traffic and Safety Commission.

On July 17 and September 12, 2017, the Street Ad-Hoc Committee reviewed the request and received input from local residents regarding parking concerns on Keenan Street.

On November 8, 2017, City Council approved a Preferential Parking District on Keenan Street from Via Campo to Dewar Street. Council also requested staff look into the feasibility of circular driveways as an additional measure to increase parking on Keenan Street from Via Campo to Dewar Street.

Properties on the west side of Keenan Street have driveways from the street. Properties on the east side of Keenan Street have driveway access from a public alley behind and to the east of the properties. All properties have two-car garages. There is a total of 690 feet of frontage available for curb parking on the east side and 350 feet on the west side. Individual lot frontages are 50 feet wide except the corner lots which are 55 to 64-foot wide frontages. There are currently 28 (west side) and 35 (east side) curbside parking spaces.

ANALYSIS

Building Setbacks and Minimum Car Turning Radius – A minimum property frontage of 60 feet and at least a 40-foot setback (street right of way to face of building) is required

for an onsite circular driveway. This allows for the required inside turning radius of 17 feet for an average vehicle such as an Accord or Camry. It also provides for adequate clearance between the driveway and the front of the house. The properties on the east side of Keenan Street have 50-foot frontages and front yard building setbacks ranging from 20 to 25 feet.

Parking Impact – On the east side of Keenan Street the construction of each new circular driveway will displace two (2) curb parking spaces because of the two (2) new driveway aprons. The circular driveway will provide onsite parking for two average size cars or possibly three small cars. Also, this leaves as little as four (4) feet of clearance between the driveway and the house.

Cost Estimate – The estimated cost for the homeowner/resident to install of a circular driveway on a property on the east side of Keenan Street is \$8,000, including construction cost, permit fee, etc. However, this estimate may vary since each property has unique existing improvements that may need removal.

Other Considerations – The use of pavement in a front yard area needs to meet planning and environmental codes and requirements. A code variance would be required in the case where a driveway does not lead to a garage. The garages are behind the houses on the east side of Keenan Street. Permeable pavement could be a mitigating measure for offsetting environmental impacts regarding onsite pavement.

CONCLUSIONS

Institute a policy for circular driveways to include:

1. Applicant shall apply for a Site Plan Review
2. Applicant to provide a Site Plan to scale showing existing and proposed improvements
3. Site Plan shall be subject to review by Planning and Public Works / Engineering
4. A public hearing should be required as part of the approval process

SUMMARY

The City Council will receive and file a staff report addressing the feasibility of circular driveways on Keenan Street from Via Campo to Dewar Street and direct staff as appropriately.

ATTACHMENTS

Detail A

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

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

SUBJECT: Plans and Specifications for Ellingbrook Drive Street Improvement Project from Firvale Avenue to Easterly end Cul-De-Sac. BID # 18-15 in the City of Montebello

DATE: January 10, 2018

RECOMMENDATION

That the City Council find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approve the Project Plans and Specifications for this project (as prepared by Infrastructure Engineers); and authorize the Public Works Department to advertise for bids for the project and designate January 29, 2018 at 11:10 a.m. as the bid opening date.

BACKGROUND

As part of FY 2017-2018 Capital Improvement Budget, a total of \$309,831 in Measure R Funds was allocated for street improvements (including engineering, inspection, and construction services) on Ellingbrook Drive from Firvale Avenue to Easterly End Cul-De-Sac.

The Project will consist of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of pavement markings, and curb painting. A full set of plans and specifications are available for review in the office of the City Clerk.

ANALYSIS

The total project cost is estimated at \$309,831, including the cost of design, topographic survey, geotechnical Investigation, project management, construction management and inspection, project construction cost and construction contingency.

The Notice Inviting Bids has been prepared and will be published in the Comet Newspaper on January 11, 2018, and January 18, 2018. The notice and the plans and specifications will be posted on Planet Bids.

FISCAL IMPACTS

As part of FY 2017-2018 Capital Improvement Budget, a total of \$309,831 of Measure R Funds was allocated for street improvements (including engineering, inspection, and construction services) for this project. There is no impact on the General Funds.

SUMMARY

The City Council will consider finding the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approval of the Project Plans and Specifications (as prepared by Infrastructure Engineers); and authorizing the Public Works Department to advertise for bids and designate January 29, 2018 at 11:10 a.m. as the bid opening date.

ATTACHMENTS

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

TO: Honorable Mayor and Members of City Council

FROM: Andrew Pasmant, Acting City Manager

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

SUBJECT: Notice of Completion - Pavement Repairs and Skin Patch Project Various Locations, CP 859, Bid # 17-18

DATE: January 10, 2018

RECOMMENDATION

That the City Council: accept as complete Pavement Repairs and Skin Patch Project Various Locations, CP 859, Bid # 17-18, Fiscal Year 2016/2017; approve the allocation of \$1,711.43 from the Public Works Maintenance & Operations Budget to cover unforeseen additional expenditures; and authorize the City Clerk to process the Notice of Completion.

BACKGROUND

The City has \$194,551 available for street improvements and repairs in CDBG areas, including \$82,075 from FY 2016/17 and \$112,476 from FY 2017/18. Due to the heavy rains experienced in January 2017, staff recommended that these funds be used to perform pavement repairs in CDBG areas.

The City Council, at its meeting of September 13, 2017, approved the plans and specifications and awarded a contract for Pavement Repairs and Skin Patch Project, CP 859, Bid # 17-18, Fiscal Year 2016-17, to All American Asphalt in the amount of \$142,673.16, and authorized the City Manager to execute the contract.

The Project consisted of cold milling and paving existing AC pavement and adjustment of utility covers to finished grade and curb painting, and installation of traffic signal loops.

Additional asphalt quantities were needed to provide a smooth finished pavement surface in areas with severe undulations in the old pavement. Therefore, the final construction cost was \$161,017.43, which is \$1,711.43 above the contract amount plus the contingency.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is complete, a Notice of Completion must be prepared and filed with the County Recorder's Office for

recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as complete; and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment is released to the contractor thirty-five (35) days after recordation of the Notice of Completion.

ANALYSIS

The Contractor completed construction of this project on November 3, 2017. The City Engineer has reviewed the daily inspection reports and determined that the project has been satisfactorily completed in accordance with the project plans and the specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The Project costs are summarized as follows:

\$ 13,090.00	Design Phase (Plans, Specifications, & Estimate)
\$ 4,675.00	Project Management
\$ 5,000.00	Bid Administration and Labor Compliance
\$ 12,480.00	Construction Management & Inspection
<u>\$ 161,017.43</u>	Construction Contract Cost
\$ 196,262.43	Total

FISCAL IMPACTS

The total project expenditures exceed the approved budget for the project by \$1,711.43. As part of the FY 2017/18 General Fund Budget, funds for street maintenance were allocated in the Public Works Maintenance & Operation Budget. Staff is recommending that the additional expenditures be funded by the Public Works Maintenance & Operation Budget (Street Maintenance).

SUMMARY

The City Council will consider accepting as complete Pavement Repairs and Skin Patch Project Various Locations, CP 859, Bid # 17-18, Fiscal Year 2016/2017, approving the allocation of \$1,711.43 from the Public Works Maintenance & Operation Budget to cover all project costs; and authorizing the City Clerk to process the Notice of Completion.

ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO
NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike “In fee” and insert, for example, “purchaser under contract of purchase”, or “lessee”)

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on July 28, 2015. The general scope of work consisted of SKIN PATCHING EXISTING PAVEMENT AND RESTRIPIING IN REPAVED AREAS AND ADJUSTING UTILITY COVERS TO FINAL GRADE.

8. The names of the contractor, if any, for such work of improvement was ALL AMERICAN ASPHALT November 3' 2017
(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows : Various citywide streets within CDBG designated areas. Pavement Repairs and Skin Patch Project Various Locations, CP 859, Bid # 17-18

Samuel T Kouri, City Engineer

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2018 at City of Montebello, Montebello, CA

_____ (Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Facility Use Agreement – City of Commerce Bus Wash Facility

DATE: January 10, 2018

RECOMMENDATION

Approve a Facility Use Agreement (“Agreement”) between the City of Montebello (“Montebello”) and the City of Commerce (“Commerce”) allowing the Montebello Bus Line (“MBL”) to use the Commerce Bus Wash Facility while the MBL’s facility undergoes renovations; and authorize the Acting City Manager to execute the agreement on the City’s behalf.

BACKGROUND/ANALYSIS

Currently, the MBL’s Bus Wash Facility (the “Facility”), located at 400 South Taylor, is being retrofitted and renovated to enable the new buses to be washed in the Facility. It is estimated that the work will take approximately three (3) months to complete. In the interim, and to continue to maintain the MBL bus fleet in acceptable conditions for our patrons, staff reached out to Commerce for the potential use of their bus wash facility while work is proceeding.

Commerce staff has agreed to allow the use of their facility by our buses, as MBL provided Commerce assistance when their CNG station was under construction.

The attached agreement is required in order for our insurance carrier to issue a certificate of insurance adding Commerce as an additional insured. Under the agreement, MBL will be able to use the Commerce bus wash facility during certain hours until the Facility project is complete; and at no cost to MBL.

Approval of the proposed Facility Use Agreement is respectfully recommended.

FISCAL IMPACTS

There is no impact to the General Fund or to Montebello Bus Line.

SUMMARY

The City Council will consider approval a Facility Use Agreement between the City of Montebello and the City of Commerce allowing the Montebello Bus Line (MBL) to use Commerce Bus Wash Facility while the Montebello Bus Line Bus Wash Facility is under renovation and authorize the Acting City Manager to execute the agreement on the City's behalf.

ATTACHMENTS

Draft Facility Use Agreement

**CITY OF COMMERCE
FACILITY USE AGREEMENT**

FOR

**TRANSPORTATION BUS WASH
IN THE CITY OF COMMERCE**

This Agreement concerns the above-stated City of Commerce facility, located at 5555 Jillson Street, Commerce, CA 90040 (the “Facility”), and is entered into as of December 28, 2017, by and between the City of Commerce, as AGENCY, and City of Montebello, as USER, WITNESSETH that AGENCY and USER have mutually agreed as follows:

WHEREAS, the AGENCY owns the Facility as described in this Agreement, and

WHEREAS, USER desires to use the Facility for the purposes herein contained, and AGENCY desires to allow such use:

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

1.0 Grant: AGENCY hereby grants to USER a license to use the Facility on the following terms and conditions:

- a) To wash transit buses owned and operated by USER at the AGENCY bus wash during the days and times specified in this Agreement;
- b) The use of on-site AGENCY equipment for the sole purpose and use of washing the USER transit buses; and
- c) The use of AGENCY grounds and premises for the sole purpose and use of washing the USER transit buses.

The USER shall use the AGENCY premises only for the purposes set forth herein and for no other purpose.

2.0 Term: USER shall be permitted to use the Facility during the following time and dates:

- a) Monday to Friday from 5:00 am – 2:00 pm
- b) From December 28, 2017 until March 30, 2018

3.0 Fee: USER shall pay to AGENCY the following facility fees: AGENCY agrees to waive any and all fees payment, in consideration for USER’s previous provision of like-supportive services to AGENCY.

4.0 Condition of Premises: The USER has inspected the Premises prior to the execution of this Agreement and agrees to accept the same in its “as is” condition, and except as specifically noted

in herein, AGENCY shall not be required to perform any work or alterations to prepare the Premises for USER's use or event.

5.0 Maintenance of Grounds and Building: AGENCY shall at its own cost and expense maintain the grounds and building of the facility.

6.0 Utilities: AGENCY shall at its own cost and expense supply the USER with all existing utilities, including heat, water and electricity.

7.0 Compliance with AGENCY Policies: USER shall be responsible to ensure that its employees, agents and contractors abide by all AGENCY rules, regulations and Policies, a copy of which has been provided to USER and directions of AGENCY staff and Security.

7.1.1 The USER and its employees, agents and contractors shall not injure, damage, mar or deface the Facilities, its appurtenances and any equipment contained therein. Neither shall the USER cause or permit anything to be done whereby said premises, appurtenances and equipment shall in any way be injured, damaged, marred or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein without AGENCY's prior written approval.

7.1.2. The USER and its employees, agents and contractors shall not erect any special platforms, water tanks, scaffolding, rigging and other apparatus without AGENCY's prior written approval. AGENCY, in its sole discretion, reserves the right, through its Public Works Department to reject any of the above mentioned items. In the event of such constructions, USER will take all necessary action required to insure the safety of the participants and the public, and shall be solely liable for any damages that arise as a result of same.

7.1.3. The USER agrees that it and its employees, agents and contractors will not use AGENCY's equipment, tools, or furnishings located in or about described Facilities, without first seeking and receiving the written approval of AGENCY. AGENCY does not guarantee the operation of any of its equipment and shall not be liable for any loss sustained by the USER or its employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of equipment during the permitted use.

7.1.4. The USER and its employees, agents and contractors shall not use any flammable materials or similar items in the Facilities, without AGENCY's prior written approval.

7.1.5. The Facilities are designated as non-smoking at all times. The USER shall be responsible for any fines levied against the AGENCY for violation of this regulation and reimbursement to the AGENCY for any damage caused by smoking.

7.1.6. At no time shall USER allow occupancy of the Facilities to exceed maximum permitted occupancy. The maximum permitted occupancy for the facilities is set forth on herein.

7.1.7. Vacating Premises: At the end of Agreement, or upon the earlier termination of this Agreement, USER shall quietly and peaceably vacate the Premises and remove its employees, agents and contractors and their property from the Premises so that the Premises are in the same condition (ordinary wear and tear excepted) as at the inception of this Agreement, and USER

shall reimburse AGENCY for any expense incurred to repair any damage caused by such removal. Any property or items of USER or its employees, agents and contractors remaining in the Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of by AGENCY as it sees fit in its sole discretion, at USER's expense. USER agrees that AGENCY shall have no liability for any disposal of property that is deemed abandoned.

7.2. Liaison. USER will provide, at its own expense, a liaison between USER and AGENCY's staff. Said liaison will facilitate communication between USER and AGENCY, as the need arises.

8.0 Additional USERS: USER understands and agrees that during the term of this Facilities Use Agreement other activities and events may be held in other parts of the described facilities not included in this Facilities Use Agreement, and USER shall so conduct its activities so as not to interfere with such other activities and events.

9.0. Compliance with Laws, Rules and Regulations. The USER and its employees, agents and contractors shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Use of AGENCY's Facilities, including with respect to the dispensing and sale of alcoholic beverages. The USER and its employees, agents and contractors shall obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The USER shall advise AGENCY of all permits and licenses required to be obtained for its activities in AGENCY's own name, and shall cooperate with AGENCY in obtaining same and shall pay any fees and expenses that may be required relative thereto.

9.1.1 Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of California, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of California, County of Los Angeles.

10.0 Indemnification. USER agrees to defend, indemnify, and hold harmless AGENCY, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by Consultant's employees, employees of USER's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to USER's utilization of AGENCY facilities and/or USER's performance or nonperformance of this Agreement.

11.0 Insurance: In addition to Workers Compensation and other statutorily required coverage, the USER agrees to obtain and maintain at its own cost and expense broad form General Liability insurance with a limit of not less than Two Million (\$2,000,000) Dollars covering personal injury, death and property damage, covering all of activities of USER and its employees, agents, contractors, licensees, guests and invitees at AGENCY's premises. Such policies of insurance shall be maintained with insurance companies authorized to do business in the State of California and provide that they may not be canceled except upon 30 days prior written notice to

AGENCY. USER shall, at the time of the execution of this Agreement, furnish AGENCY with a certificate of insurance evidencing such coverage, and naming AGENCY as an additional insured with respect to its liability coverage. The insurance required hereby shall not be deemed to limit the USER's obligations to indemnify AGENCY under this Agreement.

12.0 Violation: If in AGENCY's reasonable opinion, at any time the USER's employees, agents and contractors violates an applicable AGENCY rule or regulation (including, but not limited to restrictions against the use of drugs and alcohol), or the ordinance or law of the local city, town, village, or county, the State of California or the United States of America, USER shall direct the offender to cease and desist from continuing such illegal or improper use. Notwithstanding anything to the contrary contained in this Agreement, AGENCY expressly reserves its right at any time upon prior notice to USER (except in emergencies), to cause the removal of any of USER's employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of AGENCY has engaged or is engaging in undesirable, disruptive or hazardous behavior.

13.0 Non-assignment: The USER shall not assign or transfer this Facilities Use Agreement or allow any other entity to use any portion of the subject Facilities hereunder without the prior written consent of AGENCY.

14.0 No Joint Venture: Nothing contained herein shall be deemed or construed by the parties or by any third party as creating any employment or agency relationship or partnership or joint venture between USER and AGENCY.

15.0 Entire Agreement: This Facilities Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

16.0 Inspection: USER agrees that AGENCY's authorized representatives may enter upon the licensed Facilities at all reasonable times to make inspection and perform necessary work or to ensure conformity with this Facilities Use Agreement.

17.0 Notices: All notices by the parties to each other hereunder shall be in writing, addressed as follows:

To AGENCY:
City Manager
City of Commerce
5235 Commerce Way
Commerce, CA 90040

To USER:
City Manager
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

with simultaneous copies to:

Director of Transportation
City of Commerce
5555 Jillson Street
Commerce, CA 90040

Director of Transportation
City of Montebello
400 S. Taylor Avenue
Montebello, CA 90640

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth hereinabove.

CITY OF COMMERCE

By: _____

Name: _____

Title: City Manager

CITY OF MONTEBELLO

By: _____

Name: Andrew Pasmant

Title: Acting City Manager

ATTESTED

By _____

Name: _____

Title: _____

By _____

Name: Irma Barajas

Title: City Clerk, City of Montebello

APPROVED AS TO FORM

By _____

Name: _____

Title: City Attorney, City of Commerce

APPROVED AS TO FORM

By _____

Name: Arnold Alvarez-Glassman

Title: City Attorney, City of Montebello

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Danilo Batson, Assistant City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Computer and Communication Hardware for Transit Support and Police Vehicles

DATE: January 10, 2018

RECOMMENDATION

That the City Council approve the purchase of computer and communication hardware for transit support and police vehicles from myVAR, LLC., in the amount of \$28,143.20, and authorize the Acting City Manager to execute the purchase agreement on behalf of the City.

BACKGROUND

Montebello Transportation Department received 5 supervisors and 2 police vehicles in October 2017. These vehicles came without any of the equipment necessary to bring them into service with the current transit fleet.

All Montebello Transportation vehicles placed in service are equipped with safety and security equipment to reduce litigation risks, and to provide the best possible safety for its staff. The equipment includes an on-board computer, data communications for fleet management, cameras and sensors that all provide safety and security for staff in the field. Two significant benefits of the proposed equipment are: 1) allow transit supervisors and police units (assigned to transit security) to monitor Montebello buses, even when the supervisors/police units are in the field, and 2) allow transit supervisors and police units (assigned to transit security) to view live or taped video inside or outside a bus while the bus is in service. These features will enhance security and emergency response.

ANALYSIS

The acquisition of the equipment has gone through an open bidding process using the City's procurement system called Planet Bid (Bid# Q-18-47). The bid results, before tax, are as follows:

- myVAR, LLC = \$28,143.20
- Data Connect = \$29,876.07
- ND Technology = \$31,877.00

As a result, myVAR, LLC is the lowest bidder for this project. Staff recommends that the City Council approve this expenditure and award myVAR, LLC for this bid.

The one-time cost is \$28,143.20, which will include one (1) year manufacturer's warranty. Staff will maintain the system without recurring cost.

FISCAL IMPACT

The cost will be \$28,143.20 plus tax. Funds for this purchase will be provided by Transportation Prop C, Security. There will be no impact on the General Fund.

SUMMARY

The City Council will consider approving the purchase of safety and security hardware for the transit support and police vehicles.

ATTACHMENTS

Bid from myVAR, LLC

myVAR LLC
2151 Village Walk Dr #18303
Henderson, NV 89012
408-643-4131
lance@myVAR.tech



PROPOSAL/QUOTE

ADDRESS

David Tsuen
City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640 USA

SHIP TO

David Tsuen
City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640 USA

PROPOSAL/QUOTE # 1001

DATE 11/28/2017

EXPIRATION DATE 12/28/2017

ACTIVITY	QTY	RATE	AMOUNT	SKU
MOBOTIX For connecting 1 or 2 sensor modules (B016 to B500). Supports H.264, MxPEG and MPREG. Includes temperature sensor, shock detector, MxActivitySensor, Ethernet patch cable 0.5m. Interfaces: 2x MOBOTIX sensor cable, Ethernet 10/100 (RJ45 and LSA), USB, Audio (I/O), RS232 via MX Interface Box.	5	758.40	3,792.00T	MX-S16A
Sensor Cable Sensor cable for S15 (6MP/Thermal), 3m for connecting optical sensor modules and BlockFlexMounts. Not compatible with PTMount-Thermal, S14D and 5MP modules.	14	43.20	604.80T	MX-FLEX-OPT-CBL-3
Thermal Sensor Thermal Sensor Module TR for S16/S15, 50 mK, B079 (45)	2	3,410.00	6,820.00T	MX-O-SMA-TS-R079
Sensor Module Sensor Module 6MP, B016 (Day), White	4	178.40	713.60T	MX-O-SMA-S-6D016
IO Box MX-232-IO-Box; Weatherproof connection of external sensors and switching of external devices via MOBOTIX cameras. Connection to camera using USB or MxBus. 2 self-powered inputs for connecting sensors. 2 outputs: 1 powered output, 1 isolated relay output (can be switched to second powered output). RS232 interface when using MOBOTIX USB cable to connect to camera. Protection class IP65, -30 to 60 C / -22 to 140 F. Box can be mounted safely out of reach in the wall mounts of M15, M25, D15 and D25	1	198.40	198.40T	MX-OPT-RS1-EXT
Sintrones PC Intel Haswell Fanless Mobile Computer, CPU Intel Gen4 Core i5-4300U, RAM 8GB DDR3-1600MHz SO-DIMM, WiFi WPEQ257ACN (QCA-9882-BRA4), VDB-800DR 3-in-1 GPS/DR/G-Sensor, BAT-3600 back-up battery, with 2x PoE plus 1x RJ45 Gigabit Ethernet LAN. Standard 24 month warranty.	7	1,481.70	10,371.90T	VBOX-3150-i5 custom

ACTIVITY	QTY	RATE	AMOUNT	SKU
Ruckus H510 802.11ac Wave2 Wi-Fi stream, dual-band 2.4GHz and 5GHz concurrent connectivity with BeamFlex. Support for up to 4 dB of signal gain and 10 dB of interference mitigation in addition to the antenna gain. Multiple BSSIDs per radio with unique QoS and security policies. SmartMesh Networking Easy deployments that allows installation over any standard wall outlet Powers up via PoE (Power Over Ethernet).	6	318.00	1,908.00T	901-H510-US00
1TB SSD 1TB SSD Industrial rated for mobile devices	7	341.00	2,387.00T	1TB-SSD
Sierra Wireless MC7354 Category Cat-3 Americas (AT&T, Bell, Rogers, Sprint, Telus, T-Mobile, Verizon), LTE Bands LTE: B2, B4, B5, B13, B17, B25; fallback to 3G & 2G; maximum download 100Mbps, maximum upload 50Mbps.	7	192.50	1,347.50T	MC7354

Pricing for quotes/estimates are effective for 30 days.
You can extend the 2 year warranty on the industrial PC to 3 years for an additional 10%. I strongly recommend upgrading the LTE modem from Cat3 to Cat6 for \$25 each. You can upgrade the WiFi module for \$105 each.

SUBTOTAL	28,143.20
TAX	2,673.60
SHIPPING	249.00
TOTAL	\$31,065.80

Accepted By

Accepted Date

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew Pasmant, Acting City Manager

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

SUBJECT: Authorized Signatory for ICMA Retirement Trust Account

DATE: January 10, 2018

RECOMMENDATION

Adopt the attached Resolution changing the designation of the City's ICMA Retirement Trust Account "Plan Coordinator", from "City Administrator" to "City Manager."

DISCUSSION

The City of Montebello ("City") maintains a deferred compensation plan for its employees, which is administered by the ICMA Retirement Corporation. In 1983, the City Council adopted Resolution No. 83-96 designating the "City Administrator" as the "coordinator for the program," and therefore receives all reports, notices, etc. from ICMA concerning the retirement program.

On March 13, 2015, the City Council adopted Ordinance No. 2367, changing the title of the City's highest-ranking employee from "City Administrator" to "City Manager." This change reflected the title given by most cities.

Staff recommends that the City Council adopt a resolution revising Resolution No. 83-96 to change the designation of the City's "Plan Coordinator" from "City Administrator" to "City Manager."

FISCAL IMPACT

There is no fiscal impact associated with this action.

SUMMARY

The City Council will consider a resolution changing the title of the City's ICMA Retirement Plan "Program Coordinator."

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO TO AMEND THE ICMARC DEFERRED COMPENSATION
PLAN AND JOIN THE ICMA RETIREMENT TRUST

THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES
AS FOLLOWS:

WHEREAS, the City maintains a deferred compensation plan for its employees which is administered by the ICMA Retirement Corporation (the "Administrator"); and

WHEREAS, the Administrator has recommended changes in the plan document to comply with recent federal legislation and Internal Revenue Service Regulations governing said plans; and

WHEREAS, the Internal Revenue Service has issued a private letter ruling approving said plan document as complying with Section 457 of the Internal Revenue Code; and

WHEREAS, other public employers have joined together to establish the ICMA Retirement Trust for the purpose of representing the interests of the participating employers with respect to the collective investment of funds held under their deferred compensation plans; and

WHEREAS, said Trust is a salutary development which further advances the quality of administration for plans administered by the ICMA Retirement Corporation:

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the deferred compensation plan attached hereto as Appendix A, as an amendment and restatement of its present deferred compensation plan administered by the ICMA Retirement Corporation, which shall continue to act as Administrator of said plan; and

BE IT FURTHER RESOLVED that the Employer hereby executes the ICMA Retirement Trust, attached hereto as Appendix B; and

BE IT FURTHER RESOLVED that the Employer hereby adopts the trust agreement with the ICMA Retirement Corporation, as appears at Appendix C hereto, as an amendment and restatement of its existing trust agreement with the ICMA Retirement Corporation, and directs the ICMA Retirement Corporation as Trustee, to invest all funds held under the deferred compensation plan through the ICMA Retirement Trust as soon as is practicable; and

BE IT FURTHER RESOLVED that the City Administrator shall be the coordinator for this program and shall receive necessary reports, notices, etc., from the ICMA Retirement Corporation as Administrator, and shall cast, on behalf of the Employer, any required votes under the program. Administrative duties to carry out the plan may be assigned to the appropriate departments.

APPROVED AND ADOPTED THIS 26th Day of September, 1983.

Robert J. Hurd

1485-2

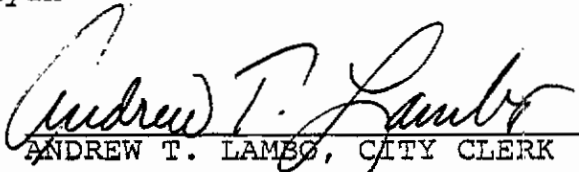
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF MONTEBELLO)

I, Andrew T. Lambo, City Clerk of the City of Montebello, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 26th day of September, 1983, by the following vote:

AYES: COUNCILMEMBERS: Molinari, Nighswonger, Ramos, Hensel

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Payan


ANDREW T. LAMBO, CITY CLERK

1485-2

RESOLUTION NO. 83-31

A RESOLUTION OF THE CITY OF
MONTEBELLO ESTABLISHING A
DEFERRED COMPENSATION PLAN.

RECEIVED BY

APR 25 1983

ICMA - RC

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

SECTION 1. That the City has considered the establishment of a Deferred Compensation Plan for employees made available to the City and to said employees by the International City Management Association Retirement Corporation.

SECTION 2. That said employees often are unable to acquire retirement security under other existing and available retirement plans due to the contingencies of employment mobility.

SECTION 3. That the City receives benefits under said plans by being able to assure reasonable retirement security to said employees, by being more able to attract competent personnel to its service, and by increasing its flexibility in personnel management.

SECTION 4. That the Mayor be authorized to execute the Deferred Compensation Plan with the International City Management Association Retirement Corporation.

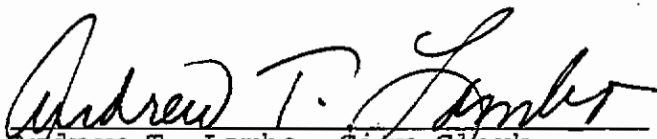
SECTION 5. That the City Administrator on behalf of the City execute all Joinder Agreements with said employees and other eligible officials and officers, which are necessary for said persons participation in the Plan.

SECTION 6. That the City Clerk shall certify to the adoption of this resolution and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 28th DAY OF March 1983.


Phillip M. Ramos, Mayor

ATTEST:


Andrew T. Lambo, City Clerk

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

I, Andrew T. Lambo, City Clerk of the City of Montebello, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 28th day of March, 1983, and carried by the following vote:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF
MONTEBELLO, CALIFORNIA, DESIGNATING THE CITY
MANAGER AS PLAN COORDINATOR FOR THE CITY'S ICMA
RETIREMENT TRUST PROGRAM**

WHEREAS, the City of Montebello maintains a deferred compensation plan for its employees which is administered by the ICMA Retirement Corporation;

WHEREAS, by Resolution No. 83-96, the City Council designated the "City Administrator" as the "Plan Coordinator" for the City's ICMA Retirement Program, thereby designated in the City Administrator as the individual for receiving necessary reports, notices, etc., from the ICMA Retirement Corporation on the City's behalf; and

WHEREAS, by Ordinance No. 2367, adopted on March 13, 2015, the City Council amended the Montebello Municipal Code to formally change the title of the City's highest-ranking employee from "City Administrator, to "City Manager," and the City Council desires to adopt a resolution updating the identify of the City's "Plan Coordinator" to "City Manager."

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Montebello, as follows:

SECTION 1. The City Manager shall be the coordinator for the City's ICMA Retirement Program, and shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation as Administrator of the program, and shall case, on behalf of the City as "Employer," any required votes under the program. The City Manager is further authorized to assign administrative duties necessary to carry out the plan to the appropriate department.

SECTION 2. City Council Resolution No. 83-96 is hereby superseded by this Resolution with respect to the City's designation of a "Plan Coordinator."

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately upon approval.

APPROVED AND ADOPTED THIS 10 DAY OF JANUARY, 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: William Quan, Controller/Interim Director of Finance

SUBJECT: City Warrants and Authorized Signatures

DATE: January 10, 2018

RECOMMENDATION

Approve and adopt the attached Resolution related to authorized signatories for City Warrants, Checks, and Bank Accounts.

BACKGROUND

During the City Council meeting held on December 13, 2017, the City Council selected a new Mayor and Mayor Pro Tempore. Additionally, the City recently hired a new Acting City Manager. The officials serving in these positions regularly sign warrants, checks, and bank account authorizations on the City's behalf, and a resolution identifying these newly appointed officials for this purpose is recommended.

ANALYSIS

In order to reflect this change, a revised authorized signature resolution is recommended.

FISCAL IMPACTS

No impact to the General Fund.

SUMMARY

The City Council will consider updating the City's resolution related to authorized signatories on City Warrants, Checks and Bank Accounts.

ATTACHMENTS

Attachment "A" - Resolution

RESOLUTION NO. _____

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

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

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

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

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

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

SECTION 5. That Resolution No. 17-03 is hereby repealed and rescinded.

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

APPROVED AND ADOPTED THIS 10th DAY OF JANUARY, 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AND SUCCESSOR AGENCY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
Honorable Chair and Members of the Successor Agency

FROM: Andrew Pasmant, Acting City Manager / Executive Director

BY: William Quan, Controller/Interim Director of Finance

SUBJECT: City of Montebello-Local Agency Investment Fund (LAIF)

DATE: January 10, 2018

RECOMMENDATION

Approve and adopt the attached resolutions to update the authorized officers for the Successor Agency and City LAIF accounts.

BACKGROUND

The Successor Agency and City each maintain accounts with the Local Agency Investment Fund (LAIF), managed by the State Treasurer's Office. The City Council has recently selected a new Mayor, Mayor Pro Tempore, and Acting City Manager, and staff recommends that the signatories for these accounts be updated to reflect these individuals.

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

FISCAL IMPACTS

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

SUMMARY

The City Council will consider updating the authorize signatories for the Successor Agency and City LAIF accounts.

ATTACHMENTS

Attachment "A" – Resolution (General)

Attachment "B" – Resolution (Successor Agency)

RESOLUTION NO. _____

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

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

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

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

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

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

Ashod Mooradian
NAME

Andrew Pasmant
NAME

City Treasurer
TITLE

Acting City Manager
TITLE

SIGNATURE

SIGNATURE

Danilo Batson
NAME

NAME

Assistant City Manager
TITLE

Director of Finance
TITLE

SIGNATURE

SIGNATURE

APPROVED AND ADOPTED THIS 10 DAY OF JANUARY, 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

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

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

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

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

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

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

Ashod Mooradian
NAME

Andrew Pasmant
NAME

City Treasurer
TITLE

Acting Executive Director
TITLE

SIGNATURE

SIGNATURE

Danilo Batson
NAME

NAME

Assistant City Manager
TITLE

Director of Finance
TITLE

SIGNATURE

SIGNATURE

APPROVED AND ADOPTED THIS 10 DAY OF JANUARY, 2018.

Vanessa Delgado, Chair

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, Agency Counsel

CITY OF MONTEBELLO

January 10, 2018

TO: Honorable Mayor and City Council
FROM: William Quan, Controller/Interim Director of Finance
SUBJECT: Monthly Investment Reports-November 2017

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of November 30, 2017. This report is in compliance with the City's Investment policy. Government Code Section 53646b(3) requires that the City Treasurer or Chief Fiscal Officer of the City report to its legislative body the City's ability to meet its expenditure requirements for the next six months. We estimate that the City will have sufficient liquidity and revenue to meet its expenditure requirements during the next six months.

wbq
Att:

ref:invest.doc

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
November-17

GENERAL FUND		10/31/17	11/6/17	11/16/17	11/30/17				BALANCE		
LOCAL AGENCY INVESTMENT FUNDS											
STATE OF CALIFORNIA		9,146,871.03	(1,200,000.00)	(1,000,000.00)	(1,000,000.00)				5,946,871.03	51.17%	MAX. %
	SUBTOTAL	9,146,871.03	(1,200,000.00)	(1,000,000.00)	(1,000,000.00)	0.00	0.00	0.00	5,946,871.03	51.17%	\$30M
FEDERAL AGENCY ISSUES											
FAI		0.00							0.00	0.00%	
FAI		0.00							0.00	0.00%	
FAI		0.00							0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)											
F&A FCU (4/27/17-4/27/18) @ 1.45%		259,164.44							259,164.44	2.23%	
CD		0.00							0.00	0.00%	
East West Bank (5/15/17-5/15/18) @ 0.91%		250,000.00							250,000.00	2.15%	
United Federal Credit Union (7/25/17-7/25/18) @ 1.35%		250,000.00							250,000.00	2.15%	
St. Vincent's Medical FCU (3/31/17-4/2/18) @ 1.10%		249,000.00							249,000.00	2.14%	
	SUBTOTAL	1,008,164.44	0.00	0.00	0.00	0.00		0.00	1,008,164.44	8.57%	None
CREDIT UNION SAVINGS ACCOUNTS											
F&A FCU Savings (opened 4/28/14)		1,017.75			0.42				1,018.17	0.01%	
Savings		0.00							0.00	0.00%	
	SUBTOTAL	1,017.75	0.00	0.00	0.42	0.00		0.00	1,018.17	0.01%	None
TREASURY SECURITIES											
T-Bill		0.00							0.00	0.00%	
T-Bill		0.00							0.00	0.00%	
T-Bill		0.00							0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	80.00%
MONEY MARKET FUNDS											
Plaza Bank (opened 5/30/17)		4,666,731.48							4,666,731.48	40.15%	
MMF		0.00							0.00	0.00%	
	SUBTOTAL	4,666,731.48	0.00	0.00	0.00	0.00		0.00	4,666,731.48	40.15%	25.00%
TOTAL GENERAL INVESTMENTS		14,822,784.70	(1,200,000.00)	(1,000,000.00)	(999,999.58)	0.00		0.00	11,622,785.12	100.00%	

Total cash balance is reported on the Monthly Cash Report

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
November 30, 2017

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	2.15	365	165	0.898	0.910
Certificates of Deposit - CU	758,164.44	758,164.44	758,164.44	6.52	366	168	1.284	1.302
Local Agency Investment Funds	5,946,871.03	5,946,871.03	5,946,871.03	51.17	1	1	1.174	1.190
Savings Accounts	4,667,749.65	4,667,749.65	4,667,749.65	40.16	1	1	0.966	0.980
Investments	11,622,785.12	11,622,785.12	11,622,785.12	100.00%	33	15	1.092	1.107

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	12,975.13	94,418.07
Average Daily Balance	13,289,451.38	20,307,575.59
Effective Rate of Return	1.19%	1.11%

ITEM# 32

Reporting period 11/01/2017-11/30/2017

Run Date: 12/14/2017 - 16:55

Portfolio GEN
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
November 30, 2017

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
SYS18	18	EAST WEST BANK		05/15/2017	250,000.00	250,000.00	250,000.00	0.910		0.910	165	05/15/2018
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			0.910	165	
Certificates of Deposit - CU												
SYS17	17	F&A FEDERAL CREDIT UNION		04/27/2017	259,164.44	259,164.44	259,164.44	1.450		1.450	147	04/27/2018
SYS19	SYS19	UNITED FEDERAL CREDIT UNION		07/25/2017	250,000.00	250,000.00	250,000.00	1.350		1.350	236	07/25/2018
SYS16	16	ST. VINCENT'S MEDICAL FCU		03/31/2017	249,000.00	249,000.00	249,000.00	1.100		1.100	122	04/02/2018
		Subtotal and Average	758,164.44		758,164.44	758,164.44	758,164.44			1.302	168	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			5,946,871.03	5,946,871.03	5,946,871.03	1.190		1.190	1	
		Subtotal and Average	7,613,537.70		5,946,871.03	5,946,871.03	5,946,871.03			1.190	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			1,018.17	1,018.17	1,018.17	0.500		0.500	1	
950516181	600	PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	0.980		0.980	1	
		Subtotal and Average	4,667,749.24		4,667,749.65	4,667,749.65	4,667,749.65			0.980	1	
Total and Average			13,289,451.38		11,622,785.12	11,622,785.12	11,622,785.12			1.107	15	

ITEM# 32

Run Date: 12/14/2017 - 16:55

Portfolio GEN
CP
PM (PRF_PM2) 7.3.0

Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
November 1, 2017 through November 30, 2017

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - Bank								
		Subtotal	250,000.00					250,000.00
Certificates of Deposit - CU								
		Subtotal	758,164.44					758,164.44
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.190		0.00	3,200,000.00	
		Subtotal	9,146,871.03			0.00	3,200,000.00	5,946,871.03
Savings Accounts (Monthly Summary)								
697530	500	F&A FEDERAL CREDIT UNION		0.500		0.42	0.00	
950516181	600	PLAZA BANK		0.980		4,679.23	4,679.23	
		Subtotal	4,667,749.23			4,679.65	4,679.23	4,667,749.65
		Total	14,822,784.70			4,679.65	3,204,679.23	11,622,785.12

ITEM# 32

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
November 2016 through November 2017

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
November	2016	7	13,245,784.00	0.678	0.688	0.678	0	0	36	16
December	2016	7	18,245,784.43	0.713	0.723	0.719	0	0	26	10
January	2017	7	19,769,747.78	0.751	0.761	0.760	0	0	24	7
February	2017	7	18,769,748.17	0.767	0.777	0.777	0	0	25	5
March	2017	8	18,520,748.60	0.817	0.828	0.821	1	2	21	8
April	2017	7	23,557,049.61	0.900	0.913	0.910	1	1	17	10
May	2017	8	31,721,112.97	0.937	0.950	0.940	2	1	13	9
June	2017	7	31,721,113.39	0.993	1.007	1.010	0	0	13	8
July	2017	8	24,773,276.17	1.052	1.066	1.080	1	1	16	13
August	2017	7	20,773,276.60	1.042	1.056	1.070	0	0	19	13
September	2017	7	18,773,277.02	1.075	1.090	1.120	0	0	21	13
October	2017	7	14,822,784.70	1.091	1.106	1.160	0	0	26	14
November	2017	7	11,622,785.12	1.092	1.107	1.190	0	0	33	15
Average		7	20,485,883.74	0.916%	0.929%	0.941	0	0	22	11

ITEM# 32

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
November 2016 through November 2017

Page 1

Security Type	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	Average by Period
Certificates of Deposit - Bank	1.9	1.4	1.3	1.4	1.4	1.1	0.8	0.8	1.0	1.2	1.3	1.7	2.2	1.3%
Certificates of Deposit - CU	7.6	5.5	5.1	5.4	4.1	3.2	2.4	2.4	3.1	3.7	4.0	5.1	6.5	4.5%
Local Agency Investment Funds	90.5	93.1	93.6	93.3	94.6	95.7	82.1	82.1	77.1	72.7	69.8	61.7	51.2	81.3%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	0.0	0.0	0.0	0.0	0.0		14.7	14.7	18.8	22.5	24.9	31.5	40.2	12.9%

ITEM# 32

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
November 30, 2017

Page 1

	November 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,000.11	4,996.61
Plus Accrued Interest at End of Period	2.09	2.06
Less Accrued Interest at Beginning of Period	(3.81)	(5.58)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	998.39	4,993.09
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	998.39	4,993.09
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	4,679.65	123,415.71
Plus Accrued Interest at End of Period	21,825.43	21,825.43
Less Accrued Interest at Beginning of Period	(14,528.34)	(55,816.16)
Interest Earned during Period	11,976.74	89,424.98
Total Interest Earned during Period	12,975.13	94,418.07
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	12,975.13	94,418.07

ITEM# 32

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Sep-17 Monthly	Majority Sources of Revenue
Beginning Balance:	\$20,773,276.60	
9/11/17	(\$1,000,000.00)	LAIF Withdrawal; Payroll and Warrants
9/20/17	(\$1,000,000.00)	LAIF Withdrawal; Payroll and Warrants
9/29/17	\$0.42	Savings Account Interest
Ending Balance:	<u>\$18,773,277.02</u>	(\$1,999,999.58) Monthly Difference

	Oct-17 Monthly	Majority Sources of Revenue
Beginning Balance:	\$18,773,277.02	
10/4/17	(\$1,000,000.00)	LAIF Withdrawal; Payroll and Warrants
10/5/17	(\$1,000,000.00)	LAIF Withdrawal; Bond Payment
10/13/17	\$49,507.25	LAIF Investment Interest
10/16/17	(\$1,000,000.00)	LAIF Withdrawal; Payroll
10/24/17	(\$1,000,000.00)	LAIF Withdrawal; Warrants
10/31/17	\$0.43	Savings Account Interest
Ending Balance:	<u>\$14,822,784.70</u>	(\$3,950,492.32) Monthly Difference

	Nov-17 Monthly	Majority Sources of Revenue
Beginning Balance:	\$14,822,784.70	
11/6/17	(\$1,200,000.00)	LAIF Withdrawal; Payroll and Warrants
11/16/17	(\$1,000,000.00)	LAIF Withdrawal; Payroll
11/30/17	(\$1,000,000.00)	LAIF Withdrawal; Payroll
11/30/17	\$0.42	Savings Account Interest
Ending Balance:	<u>\$11,622,785.12</u>	(\$3,199,999.58) Monthly Difference

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

December 01, 2017

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

November 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
11/6/2017	11/6/2017	RW			-1,200,000.00
11/16/2017	11/15/2017	RW			-1,000,000.00
11/30/2017	11/29/2017	RW			-1,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	9,146,871.03
Total Withdrawal:	-3,200,000.00	Ending Balance:	5,946,871.03

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
November 30, 2017

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	3,183,756.04	3,183,756.04	3,183,756.04	100.00	1	1	1.174	1.190
Investments	3,183,756.04	3,183,756.04	3,183,756.04	100.00%	1	1	1.174	1.190

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	2,995.09	21,268.86
Average Daily Balance	3,183,756.04	4,654,840.62
Effective Rate of Return	1.14%	1.09%

ITEM# 32

Reporting period 11/01/2017-11/30/2017

Run Date: 12/14/2017 - 16:11

Portfolio SA
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

**SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
November 30, 2017**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			3,183,756.04	3,183,756.04	3,183,756.04	1.190		1.190	1	
		Subtotal and Average	3,183,756.04		3,183,756.04	3,183,756.04	3,183,756.04			1.190	1	
		Total and Average	3,183,756.04		3,183,756.04	3,183,756.04	3,183,756.04			1.190	1	

ITEM# 32

Run Date: 12/14/2017 - 16:11

Portfolio SA
CP
PM (PRF_PM2) 7.3.0

Report Ver: 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
November 1, 2017 through November 30, 2017

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	3,183,756.04					3,183,756.04
		Total	3,183,756.04			0.00	0.00	3,183,756.04

ITEM# 32

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
November 2016 through November 2017

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
November	2016	1	6,833,145.17	0.669	0.678	0.678	0	0	1	1
December	2016	1	6,833,145.17	0.709	0.719	0.719	0	0	1	1
January	2017	1	6,844,783.23	0.750	0.760	0.760	0	0	1	1
February	2017	1	6,844,783.23	0.766	0.777	0.777	0	0	1	1
March	2017	1	6,844,783.23	0.810	0.821	0.821	0	0	1	1
April	2017	1	6,857,878.27	0.898	0.910	0.910	0	0	1	1
May	2017	1	2,857,878.27	0.927	0.940	0.940	0	0	1	1
June	2017	1	7,357,878.27	0.996	1.010	1.010	0	0	1	1
July	2017	1	7,368,507.15	1.065	1.080	1.080	0	0	1	1
August	2017	1	3,168,507.15	1.075	1.090	1.090	0	0	1	1
September	2017	1	3,168,507.15	1.105	1.120	1.120	0	0	1	1
October	2017	1	3,183,756.04	1.105	1.120	1.120	0	0	1	1
November	2017	1	3,183,756.04	1.174	1.190	1.190	0	0	1	1
Average		1	5,488,254.49	0.927%	0.940%	0.940	0	0	1	1

ITEM# 32

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
November 2016 through November 2017

Page 1

Security Type	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

ITEM# 32

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
November 30, 2017

Page 1

	November 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	25,877.77
Plus Accrued Interest at End of Period	6,066.38	6,066.38
Less Accrued Interest at Beginning of Period	(3,071.29)	(10,675.29)
Interest Earned during Period	2,995.09	21,268.86
Total Interest Earned during Period	2,995.09	21,268.86
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	2,995.09	21,268.86

ITEM# 32

Successor Agencies of the City of Montebello		10/31/17						BALANCE		
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA		3,183,756.04						3,183,756.04	100.00%	\$30M
SUBTOTAL		3,183,756.04	0.00	0.00	0.00	0.00	0.00	3,183,756.04	100.00%	
FEDERAL AGENCY ISSUES										
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS										
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES										
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND										
MMF		0.00						0.00	0.00%	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		3,183,756.04	0.00	0.00	0.00	0.00	0.00	3,183,756.04	100.00%	

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Sep-17 Monthly	
Beginning Balance	<u>\$3,168,507.15</u>	
Ending Balance:	<u><u>\$3,168,507.15</u></u>	\$0.00 Monthly Difference

	Oct-17 Monthly	
Beginning Balance	<u>\$3,168,507.15</u>	
10/13/17	\$15,248.89	LAIF Investment Interest
Ending Balance:	<u><u>\$3,183,756.04</u></u>	\$15,248.89 Monthly Difference

	Nov-17 Monthly	
Beginning Balance	<u>\$3,183,756.04</u>	
1/0/00	\$0.00	
Ending Balance:	<u><u>\$3,183,756.04</u></u>	\$0.00 Monthly Difference

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

December 01, 2017

S/A CITY OF MONTEBELLO FOR MONTEBELLO
REDEVELOPMENT AGENCY
DIRECTOR OF FINANCE
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

November 2017 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	3,183,756.04
Total Withdrawal:	0.00	Ending Balance:	3,183,756.04

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF NOVEMBER 30, 2017

BANK OF THE WEST

	Account Number	Account Name	11/30/17	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,209,771.50	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$408,750.83	S	Checking Account
3	XXXX-71041	City of Montebello	\$310,344.59	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$12,447.08	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$3,228,910.83	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$111,357.02	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,166,582.77	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$859,396.13	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$381,603.30	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$7,735,719.68</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	11/30/17	Type	Purpose
1	XX-XX-551	General	\$5,946,871.03	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$3,183,756.04	S	Invest Idle Cash
			<u>\$9,130,627.07</u>		

EAST WEST BANK

	Account Number	Account Name	11/30/17	Type	Purpose
1	CD	Certificate of Deposit (5/15/17 - 5/15/18)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	11/30/17	Type	Purpose
1	XXXX30	Savings Account	\$1,018.17	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/17 - 4/27/18)	\$259,164.44	G	Investment
			<u>\$260,182.61</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	11/30/17	Type	Purpose
1	CD	Certificate of Deposit (3/31/17 - 4/2/18)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	11/30/17	Type	Purpose
1	CD	Certificate of Deposit (7/25/17 - 7/25/18)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PLAZA BANK

	Account Number	Account Name	11/30/17	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment
			<u>\$4,666,731.48</u>		

FIRST MERCANTILE TRUST

	Account Number	Account Name	11/30/17	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.93	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,403.55	M	401 a(h) employee benefit
			<u>\$13,416.48</u>		

Total General Cash/Investments	\$15,319,953.19	G	General
Total SA Cash/Investments	\$4,802,278.37	S	Successor Agencies
Total T&A Cash/Investments	\$2,420,029.28	T	Trust & Agency
Total Trustee Cash	\$13,416.48	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$22,555,677.32</u>		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: January 10, 2018
TO: Honorable Mayor and City Council Members
FROM: Danilo Batson, Assistant City Manager
SUBJECT: CLAIMS AGAINST THE CITY

The following claim(s) fall under the City's Self-Insurance liability program and have been placed on the agenda for denial:

1. FedEx v. City of Montebello

Claimant was at a left turn signal, the City bus was in the outer left turn signal lane. Claimant's car struck the side of the City bus as both vehicles were in the process of making the left turn.

Amount claimed: \$5,101.11

2. A. Pena v. City of Montebello

Claimant was driving on Spruce Avenue when a piece of concrete from a pothole damaged right rear tire. The City is not liable in pothole cases where the City had no prior actual or constructive notice of the pothole (Gov. Code 835). Further, the City is immune from liability when the City's act or omission was reasonable (Gov. Code 835.4). For these reasons, the City (a) is not liable due to lack of adequate prior notice of the pothole, and also (b) is immune from liability due to any alleged failure to take additional preventative action being a reasonable omission under these circumstances.

Amount claimed: \$203.45

3. R. Gascon v. City of Montebello

A golf ball struck and damaged claimant's fence bordering the golf course fairway. Golf courses have certain immunities, in this case the Doctrine of Assumption of Risk, a person may not recover from damages when they have knowledge of the known risk. The property owner assumed the risk of errant golf balls entering his property and causing damage.

Amount claimed: \$300.00

4. A. Chairez v. City of Montebello

Claimant was walking to bus stop and stepped onto a concrete valve box with a partial missing cover. The valve box is located on the sidewalk, in the City of Pico Rivera. The valve box belongs to the City of Pico Rivera and the Montebello Bus Transit has no responsibility to maintain the sidewalk. Recommend the claim be rejected as it is Non-Jurisdictional.

Amount claimed: \$0.00

5. I. Perez v. City of Montebello

Claimant failed to stop at intersection as police car was entering intersection in a safe manner with its siren and flashing lights on. Claimant failed to stop to allow police car to pass. There is sufficient court authority granted to law enforcement, Vehicle Code 17004 and 17004.7, which provides immunity in this situation.

Amount claimed: \$28,000.00

AV/LG

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. 1437, consisting of ten pages, and
including**

Warrant No. 575740 through 576131;

Warrant No. 1376 through 1378;

Warrant No. 1012

**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 10th DAY OF JANUARY, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

ITEM# 34



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - GENERAL ACCOUNT					
575740	12/11/2017	\$2,130.02	CONTRACT SERVICES	371	FLO-SERVICES, INC.
575741	12/11/2017	\$1,617.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
575742	12/11/2017	\$111.66	UTILITY SERVICES	23610	VERIZON WIRELESS
575743	12/11/2017	\$2,005.90	UTILITY SERVICES	23610	VERIZON WIRELESS
575744	12/11/2017	\$65.04	UTILITY SERVICES	23610	VERIZON WIRELESS
575745	12/12/2017	\$244.79	UTILITY SERVICES	39550	AT&T
575746	12/12/2017	\$81.30	UTILITY SERVICES	39550	AT&T
575747	12/12/2017	\$6,539.74	TRAINING	13240	BANKCARD CENTER
575748	12/12/2017	\$7,504.88	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
575749	12/12/2017	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
575750	12/12/2017	\$19.72	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
575751	12/12/2017	\$168.52	MACHINERY & EQUIPMENTS	69730	RICOH AMERICAS CORP.
575752	12/12/2017	\$64,332.70	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
575753	12/12/2017	\$14,699.78	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
575754	12/14/2017	\$752.32	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
575755*	12/14/2017	\$5,211.35	SUPPLIES	1830	AQUA-FLO SUPPLY
575756	12/14/2017	\$39.08	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
575757	12/14/2017	\$288.91	SUPPLIES	55870	BEST BUY CHEMICAL & SUPPLY CO.
575758	12/14/2017	\$4,722.45	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
575759	12/14/2017	\$384.00	TRAINING	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT
575760	12/14/2017	\$211.94	CONTRACT SERVICES	36870	CINTAS CORPORATION
575761	12/14/2017	\$783.00	CONTRACT SERVICES	49400	DAY WIRELESS SYSTEMS
575762	12/14/2017	\$405.79	ADVERTISING/PRINTING SERVICES	70920	DECALS BY DESIGN, INC.
575763	12/14/2017	\$64.00	PERMITS AND FEES	72580	DEPARTMENT OF PUBLIC HEALTH
575764	12/14/2017	\$64.00	PERMITS AND FEES	72580	DEPARTMENT OF PUBLIC HEALTH

575765	12/14/2017	\$32.00	PERMITS AND FEES	72580	DEPARTMENT OF PUBLIC HEALTH
575766	12/14/2017	\$32.00	PERMITS AND FEES	72580	DEPARTMENT OF PUBLIC HEALTH
575767	12/14/2017	\$32.00	PERMITS AND FEES	72580	DEPARTMENT OF PUBLIC HEALTH
575768	12/14/2017	\$32.00	PERMITS AND FEES	72580	DEPARTMENT OF PUBLIC HEALTH
575769	12/14/2017	\$64.00	PERMITS AND FEES	72580	DEPARTMENT OF PUBLIC HEALTH
575770	12/14/2017	\$1,845.75	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
575771	12/14/2017	\$237.50	ADVERTISING/PRINTING SERVICES	36250	EASTERN GROUP PUBLICATIONS,INC
575772	12/14/2017	\$10,500.00	CONTRACT SERVICES	1586	EQUIFAX WORKFORCE SOLUTIONS
575773	12/14/2017	\$980.82	VEHICLE MAINTENANCE/EXPENSES	506	GENFARE
575774	12/14/2017	\$280.27	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
575775	12/14/2017	\$3,698.11	SUPPLIES	9470	GRAINGER, INC.
575776	12/14/2017	\$150.29	FUEL	17390	HAWK II ENVIRONMENTAL CORP.
575777	12/14/2017	\$1,742.60	SUPPLIES	19560	INTER VALLEY POOL SUPPLY
575778	12/14/2017	\$12,393.24	VEHICLE MAINTENANCE/EXPENSES	1822	JOHNSON EQUIPMENT COMPANY
575779	12/14/2017	\$14,705.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
575780	12/14/2017	\$4,150.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
575781	12/14/2017	\$855.00	VEHICLE MAINTENANCE/EXPENSES	35240	MOBILE FIRE TECH
575782	12/14/2017	\$8,389.16	VEHICLE MAINTENANCE/EXPENSES	54300	MONTEBELLO TIRE PROS
575783	12/14/2017	\$315.80	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE TRANSIT SUPPLY
575784	12/14/2017	\$6,218.00	PREPAID EXPENSES	538	PCMG, INC. DBA PCM GOV, INC.
575785	12/14/2017	\$2,870.53	FUEL	19700	PHILLIPS 66-CONOCO-76
575786	12/14/2017	\$27.95	UTILITY SERVICES	100	PICO WATER DISTRICT
575787	12/14/2017	\$4,297.92	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
575788	12/14/2017	\$67,293.38	FUEL INVENTORY	1059	SAWYER PETROLEUM
575789	12/14/2017	\$807.60	SUPPLIES	345	SCHWAAB, INC.
575790	12/14/2017	\$616.00	CONTRACT SERVICES	36350	SHRED-IT USA LLC.
575791	12/14/2017	\$378.28	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
575792	12/14/2017	\$127.46	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
575793	12/14/2017	\$17,133.57	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
575794	12/14/2017	\$11,195.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD
575795	12/14/2017	\$922.89	CONTRACT SERVICES	46790	THYSSEN KRUPP ELEVATOR CORP
575796	12/14/2017	\$336.76	SUPPLIES	69680	TRIANGLE SPORTS

575797	12/14/2017	\$3,336.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES, INC.
575798	12/19/2017	\$8,972.00	CONTRACTORS	37720	ADVANCED APPLIED ENGINEERING, INC.
575799	12/19/2017	\$2,311.79	LEASE PAYMENT	47	ALTEC CAPITAL SERVICES, LLC
575800	12/19/2017	\$234.32	UTILITY SERVICES	39550	AT&T
575801	12/19/2017	\$1,364.34	UTILITY SERVICES	39550	AT&T
575802	12/19/2017	\$643.25	SUPPLIES	7350	ATLANTIC LOCK & SAFE CO.
575803	12/19/2017	\$83.34	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
575804	12/19/2017	\$75.59	SUPPLIES	1294	CINTAS CORPORATION NO. 2
575805	12/19/2017	\$374.52	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
575806	12/19/2017	\$862.50	ADVERTISING/PRINTING SERVICES	36250	EASTERN GROUP PUBLICATIONS, INC.
575807	12/19/2017	\$19.77	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
575808	12/19/2017	\$2,463.20	UNIFORM EXPENSE	908	FIRE FIGHTERS SAFETY INC.
575809	12/19/2017	\$315.36	CONTRACT SERVICES	52150	GE MOBILE WATER, INC.
575810	12/19/2017	\$2,450.00	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
575811	12/19/2017	\$398.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
575812	12/19/2017	\$15,263.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
575813	12/19/2017	\$1,330.00	VEHICLE MAINTENANCE/EXPENSES	35240	MOBILE FIRE TECH
575814	12/19/2017	\$4,588.62	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS, INC.
575815	12/19/2017	\$673.60	CONTRACT SERVICES	1522	PEOPLE READY INC.
575816	12/19/2017	\$90.93	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
575817	12/19/2017	\$5,039.94	FUEL	1059	SAWYER PETROLEUM
575818	12/19/2017	\$248.64	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
575819	12/19/2017	\$9,833.13	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
575820	12/19/2017	\$17,820.31	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
575821	12/19/2017	\$1,042.82	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
575822	12/19/2017	\$720.75	MACHINERY & EQUIPMENTS	33250	SWEINHART ELECTRIC CO., INC.
575823	12/19/2017	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
575824	12/19/2017	\$459.13	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
575825	12/19/2017	\$42.27	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING, INC.
575826	12/20/2017	\$9,148.76	AFLAC OTHER	55860	AFLAC
575827	12/20/2017	\$2,946.30	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
575828	12/20/2017	\$3,876.70	UTILITY SERVICES	39550	AT&T

575829	12/20/2017	\$3,500.00	TRAVEL & MEETINGS	32970	CALIFORNIA TRANSIT ASSOCIATION
575830	12/20/2017	\$19.59	UTILITY SERVICES	55830	CHARTER COMMUNCIATIONS
575831	12/20/2017	\$423.88	CONTRACT SERVICES	36870	CINTAS CORPORATION
575832	12/20/2017	\$46,701.55	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
575833	12/20/2017	\$742.91	CONTRACT SERVICES	51820	JOHNSTONE SUPPLY
575834	12/20/2017	\$5.68	CONTRACT SERVICES	287	LANGUAGE LINE SERVICES, INC.
575835	12/20/2017	\$1,023.24	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
575836	12/20/2017	\$766.50	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE TRANSIT SUPPLY
575837	12/20/2017	\$1,114.00	TRAINING	51270	NATIONAL TRAINING CONCEPTS, INC.
575838	12/20/2017	\$170.09	SUPPLIES	15620	OFFICE DEPOT
575839	12/20/2017	\$706.85	CONTRACT SERVICES	19480	ORKIN EXTERMINATING
575840	12/20/2017	\$294.87	SUPPLIES	1120	READY REFRESH BY NESTLE
575841	12/20/2017	\$70,690.68	FUEL INVENTORY	1059	SAWYER PETROLEUM
575842	12/20/2017	\$25.78	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
575843	12/20/2017	\$152.40	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING, INC.
575844	12/20/2017	\$731.51	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
575845	12/20/2017	\$9,009.39	CONTRACT SERVICES	17680	ADORNO YOSS ALVARADO & SMITH
575846	12/20/2017	\$40.00	CARPPOOL INCENTIVE	136	AGUILERA, PATRICIA
575847	12/20/2017	\$70.00	REFUND	1909	AHN, STEVE
575848	12/20/2017	\$2,404.35	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
575849	12/20/2017	\$2,652.56	VEHICLE MAINTENANCE/EXPENSES	859	ALTEC INDUSTRIES, INC.
575850	12/20/2017	\$45.00	CARPPOOL INCENTIVE	567	ANCHONDO, ARTHUR P
575851	12/20/2017	\$40.00	CARPPOOL INCENTIVE	289	ANDRADE, ANDREA
575852	12/20/2017	\$40.00	CARPPOOL INCENTIVE	61470	ANDRADE, ERIKA L
575853	12/20/2017	\$1,396.00	CONTRACT SERVICES	1780	ANGELO PLUMBING, INC.
575854	12/20/2017	\$60.00	CARPPOOL INCENTIVE	29630	APARICIO, RICHARD
575855	12/20/2017	\$70.00	REFUND	1904	ARANDA, LAUREN
575856	12/20/2017	\$30.66	ADVERTISING/PRINTING SERVICES	35980	ARTE PRINTING
575857	12/20/2017	\$416.08	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE
575858	12/20/2017	\$80.00	CARPPOOL INCENTIVE	291	AVALOS, ROSA
575859	12/20/2017	\$1,460.00	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
575860	12/20/2017	\$500.00	ACCOUNTS RECEIVABLE	17870	BANK OF NEW YORK MELLON

575861	12/20/2017	\$785.00	CONTRACT SERVICES	983	BEE EMERGENCY RESPONSE TEAM
575862	12/20/2017	\$40.00	CARPOOL INCENTIVE	60290	BERITICH, ANDREW
575863	12/20/2017	\$100.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
575864	12/20/2017	\$2,896.27	VEHICLE MAINTENANCE/EXPENSES	968	BUSWEST, LLC
575865	12/20/2017	\$70.00	REFUND	1908	CAI, YUHENG
575866*	12/20/2017	\$30.00	TRAINING	1903	CITY OF SANTA MONICA
575867	12/20/2017	\$1,426.79	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
575868	12/20/2017	\$275.00	CONTRACT SERVICES	34230	COLBY'S TOTAL LAWN CARE
575869	12/20/2017	\$45.00	CARPOOL INCENTIVE	29020	DE LA TORRE, RAPHAEL
575870	12/20/2017	\$340.00	CONTRACT SERVICES	19300	DIAZ WINDOW CLEANING SERVICE
575871	12/20/2017	\$70.00	REFUND	1912	ESCOBEDO, MARTHA
575872	12/20/2017	\$148,106.90	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
575873	12/20/2017	\$266.13	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
575874	12/20/2017	\$450.00	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
575875	12/20/2017	\$70.00	REFUND	1905	FUJII, MELVIN
575876	12/20/2017	\$30.00	CARPOOL INCENTIVE	395	GARCIA, MARIA TERESA
575877	12/20/2017	\$88.09	VEHICLE MAINTENANCE/EXPENSES	506	GENFARE
575878	12/20/2017	\$145.78	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
575879	12/20/2017	\$110.00	CARPOOL INCENTIVE	809	GLASMAN, NATALIE
575880	12/20/2017	\$40.00	CARPOOL INCENTIVE	8260	GOMEZ, BEATRICE
575881	12/20/2017	\$70.00	REFUND	1911	GOTANDA, TATSUMI
575882	12/20/2017	\$72.00	REFUND	1906	GUERRERO, ISIS
575883	12/20/2017	\$40.00	CARPOOL INCENTIVE	38440	GUZMAN, ANDREW
575884	12/20/2017	\$960.60	VEHICLE MAINTENANCE/EXPENSES	270	HD INDUSTRIES
575885	12/20/2017	\$40.00	CARPOOL INCENTIVE	568	HERNANDEZ, JUAN M
575886	12/20/2017	\$291.70	SUPPLIES	59300	HODGE PRODUCTS, INC.
575887	12/20/2017	\$40.00	CARPOOL INCENTIVE	73180	HUERTA, MONICA
575888	12/20/2017	\$381.01	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
575889	12/20/2017	\$778.80	SUPPLIES	79	INNOVATIVE PLAYGROUNDS COMPANY, LLC
575890	12/20/2017	\$40.00	CARPOOL INCENTIVE	48610	JAIMEZ, CRYSTAL
575891	12/20/2017	\$40.00	CARPOOL INCENTIVE	50070	KESHISHYAN, JENNY CHAN
575892	12/20/2017	\$963.12	CONTRACT SERVICES	11940	KONE, INC.

575893	12/20/2017	\$6,799.63	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
575894	12/20/2017	\$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
575895	12/20/2017	\$40.00	CARPOOL INCENTIVE	11280	LOPEZ, MICHAEL
575896	12/20/2017	\$239.62	CONTRACT SERVICES	4810	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
575897	12/20/2017	\$40.00	CARPOOL INCENTIVE	1438	MAGALLANES, ANDREA
575898	12/20/2017	\$2,451.20	CONTRACT SERVICES	584	MERCHANTS BUILDING MAINTENANCE
575899	12/20/2017	\$3,599.75	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
575900	12/20/2017	\$102,000.71	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
575901	12/20/2017	\$450.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
575902	12/20/2017	\$6,849.10	VEHICLE MAINTENANCE/EXPENSES	60710	NEW FLYER PARTS
575903	12/20/2017	\$1,964.04	SUPPLIES	15620	OFFICE DEPOT
575904	12/20/2017	\$40.00	CARPOOL INCENTIVE	1596	ORTIZ, JESSICA
575905	12/20/2017	\$40.00	CARPOOL INCENTIVE	138	PADILLA, BRIANNON
575906	12/20/2017	\$40.00	CARPOOL INCENTIVE	59960	PANOSIAN, JO ANN
575907	12/20/2017	\$73,432.00	CONTRACT SERVICES	613	PARTNERSHIP HOUSING
575908	12/20/2017	\$45.00	CARPOOL INCENTIVE	1668	PASTION, MEL
575909*	12/20/2017	\$14,966.60	CONTRACT SERVICES	1867	PCI
575910	12/20/2017	\$40.00	CARPOOL INCENTIVE	34240	PORTILLO, ROBERT
575911	12/20/2017	\$1,644.00	CONTRACT SERVICES	6070	QUALITY JET ROOTER
575912	12/20/2017	\$164.26	CONTRACT SERVICES	5200	REFRIGERATION SUPPLIES DISTRIBUTOR
575913	12/20/2017	\$135.00	CARPOOL INCENTIVE	57000	RIVERS, ALBERT
575914	12/20/2017	\$40.00	CARPOOL INCENTIVE	56830	ROBLES, ESTHER
575915	12/20/2017	\$183.19	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
575916	12/20/2017	\$2,687.50	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
575917*	12/20/2017	\$897.57	SUPPLIES	1887	SAN DIEGO POLICE EQUIPMENT CO. INC.
575918	12/20/2017	\$40.00	CARPOOL INCENTIVE	69960	SAUCEDO, NICOLE I
575919	12/20/2017	\$2,169.93	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
575920	12/20/2017	\$8,409.50	REFUND	1646	SENTINEL PEAK RESOURCES
575921	12/20/2017	\$2,910.50	CONTRACT SERVICES	1868	SHEPPARD MULLIN RICHTER & HAMPTON LLP
575922	12/20/2017	\$112.20	CONTRACT SERVICES	36350	SHRED-IT USA LLC.
575923	12/20/2017	\$3,162.93	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
575924	12/20/2017	\$40.00	CARPOOL INCENTIVE	33960	SOSNOWSKI, DAVID

575925	12/20/2017	\$3,600.00	CONTRACT SERVICES	72100	SUNSET DETECTIVES
575926	12/20/2017	\$70.00	REFUND	1907	TAPIA, ALVARO
575927	12/20/2017	\$1,001.93	VEHICLE MAINTENANCE/EXPENSES	610	THE JANEK CORPORATION
575928	12/20/2017	\$40.00	CARPPOOL INCENTIVE	1091	TORRES, JANELLE
575929	12/20/2017	\$15.89	CONTRACT SERVICES	10300	TRANS UNION,LLC
575930	12/20/2017	\$110.00	CONTRACT SERVICES	387	TRANSUNION RISK/ALTERNATIVE DATA SOLUTIONS
575931	12/20/2017	\$6,260.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
575932	12/20/2017	\$314.05	SUPPLIES	59290	UNIVAR USA INC.
575933	12/20/2017	\$40.00	CARPPOOL INCENTIVE	1701	VEGA, MATTHEW
575934	12/20/2017	\$826.18	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE ELECTRIC COMPANY
575935	12/20/2017	\$400.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
575936	12/20/2017	\$1,839.49	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
575937	12/20/2017	\$8,927.71	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
575938	12/20/2017	\$1,607.46	SUPPLIES	67320	WINZER CORPORATION
575939	12/20/2017	\$25,149.67	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
575940	12/20/2017	\$400.00	CONTRACT SERVICES	9070	YOUNGBLOOD & ASSOCIATES
575941	12/20/2017	\$296.31	SUPPLIES	26850	ZUMAR INDUSTRIES,INC.
575942	12/21/2017	\$671.32	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
575943	12/21/2017	\$1,798.48	VEHICLE MAINTENANCE/EXPENSES	67470	ADVANCED BATTERY SYSTEMS, INC.
575944	12/21/2017	\$20.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.
575945	12/21/2017	\$1,335.75	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
575946	12/21/2017	\$325.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
575947	12/21/2017	\$517.94	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE
575948	12/21/2017	\$495.89	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
575949	12/21/2017	\$3,889.25	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
575950	12/21/2017	\$1,070.00	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
575951	12/21/2017	\$275.33	VEHICLE MAINTENANCE/EXPENSES	69140	HUNTINGTON BEACH HONDA
575952	12/21/2017	\$5,076.05	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
575953*	12/21/2017	\$15,686.30	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER
575954	12/21/2017	\$97.00	REFUND	16170	MARAVILLA FOUNDATION
575955	12/21/2017	\$2,780.00	CONTRACT SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
575956	12/21/2017	\$62.42	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE TRANSIT SUPPLY

575957	12/21/2017	\$765.00	PREPAID EXPENSES	503	NEOPOST USA, INC.
575958	12/21/2017	\$695.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
575959	12/21/2017	\$94.28	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
575960	12/21/2017	\$27.60	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
575961	12/21/2017	\$301.16	CONTRACT SERVICES	42210	SAFETY-KLEEN CORP.
575962	12/21/2017	\$748.51	FUEL	1059	SAWYER PETROLEUM
575963	12/21/2017	\$616.00	CONTRACT SERVICES	36350	SHRED-IT USA LLC.
575964	12/21/2017	\$7,662.65	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
575965	12/21/2017	\$308.52	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
575966	12/21/2017	\$4,800.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
575967	12/21/2017	\$4,792.26	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
575968	12/21/2017	\$52.03	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
575969	12/27/2017	\$14,174.94	MACHINERY & EQUIPMENTS	1845	MYVAR, LLC
575970	12/27/2017	\$59.93	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
575971	12/27/2017	\$572.48	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
575972	12/27/2017	\$530.95	UTILITY SERVICES	39550	AT&T
575973	12/27/2017	\$53.44	UTILITY SERVICES	39550	AT&T
575974	12/27/2017	\$642.77	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
575975	12/27/2017	\$427.85	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
575976	12/27/2017	\$642.77	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
575977	12/27/2017	\$1,254.26	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
575978	12/27/2017	\$642.77	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
575979	12/27/2017	\$743.95	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
575980	12/27/2017	\$258.00	EDUCATION REIMBURSEMENT	1394	CASTILLO, RUBEN
575981	12/27/2017	\$68.33	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
575982	12/27/2017	\$49.80	VEHICLE MAINTENANCE/EXPENSES	45170	CHEVROLET OF MONTEBELLO
575983	12/27/2017	\$466.22	SUPPLIES	13360	DELL MARKETING L.P.
575984	12/27/2017	\$382.40	CONTRACTORS	1760	FAZEKAS & ASSOCIATES, INC., SCOTT
575985	12/27/2017	\$18.82	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
575986	12/27/2017	\$75.01	SUPPLIES	1085	GARDEN VIEW INC.
575987	12/27/2017	\$1,800.00	CONTRACT SERVICES	47110	LM SYSTEMS
575988	12/27/2017	\$89.80	SUPPLIES	12180	M'S FLOWERS

575989	12/27/2017	\$130.33	TRAVEL & MEETINGS	116	MITCHELL, ADAM
575990	12/27/2017	\$200.00	DUES & SUBSCRIPTIONS	202	POLICE EXECUTIVE RESEARCH FORUM
575991	12/27/2017	\$897.85	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
575992	12/27/2017	\$58,221.96	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
575993	12/27/2017	\$924.00	CONTRACT SERVICES	36350	SHRED-IT USA LLC.
575994	12/27/2017	\$1,383.04	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
575995	12/27/2017	\$15,162.56	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
575996	12/27/2017	\$3,911.68	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
575997	12/27/2017	\$200.00	PERMITS AND FEES	18290	WELLS, CHARLES
575998	12/27/2017	\$6,410.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
575999	12/27/2017	\$39,589.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
576000	12/27/2017	\$52.56	SUPPLIES	67470	ADVANCED BATTERY SYSTEMS, INC.
576001	12/27/2017	\$70.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
576002	12/27/2017	\$289.21	SUPPLIES	55870	BEST BUY CHEMICAL & SUPPLY CO.
576003*	12/27/2017	\$16,000.00	CONTRACT SERVICES	1864	CALIFORNIA REALTY SERVICES
576004	12/27/2017	\$31,760.68	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
576005	12/27/2017	\$2,416.03	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
576006	12/27/2017	\$8,517.65	IMPROVEMENTS OTHER THAN BUILDING	57890	GENTRY BROTHERS, INC
576007	12/27/2017	\$43.09	SUPPLIES	9470	GRAINGER, INC.
576008	12/27/2017	\$1,259.47	VEHICLE MAINTENANCE/EXPENSES	58360	HAAKER EQUIPMENT COMPANY
576009	12/27/2017	\$218.85	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
576010	12/27/2017	\$119.90	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
576011	12/27/2017	\$306.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
576012	12/27/2017	\$23.88	SUPPLIES	15620	OFFICE DEPOT
576013	12/27/2017	\$2,083.00	CONTRACT SERVICES	952	RELIANT URGENT CARE
576014	12/27/2017	\$10,074.06	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
576015	12/27/2017	\$4,266.25	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
576016	12/27/2017	\$4,870.97	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
576017	12/27/2017	\$21,353.86	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
576018	12/27/2017	\$3,162.93	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
576019	12/27/2017	\$1,528.04	SUPPLIES	17650	SIMPLOT PARTNERS
576020	12/28/2017	\$40.00	CARPOOL INCENTIVE	32840	ANGULO, PAT

576021	12/28/2017	\$1,347.92	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
576022	12/28/2017	\$41.55	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
576023	12/28/2017	\$1,500.00	DUES & SUBSCRIPTIONS	54110	CALIFORNIA PEACE OFFICERS' ASSOCIATION
576024	12/28/2017	\$17.32	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
576025	12/28/2017	\$19.59	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576026	12/28/2017	\$373.41	CONTRACT SERVICES	36870	CINTAS CORPORATION
576027	12/28/2017	\$137.50	ADVERTISING/PRINTING SERVICES	36250	EASTERN GROUP PUBLICATIONS,INC
576028	12/28/2017	\$7,800.00	CONTRACT SERVICES	47110	LM SYSTEMS
576029	12/28/2017	\$2,290.72	REIMBURSEMENTS	790	MONTEBELLO CITY PETTY CASH
576030	12/28/2017	\$438.52	REIMBURSEMENTS	188	MONTEBELLO FIRE DEPARTMENT
576031	12/28/2017	\$168.40	CONTRACT SERVICES	1522	PEOPLE READY INC.
576032	12/28/2017	\$1,025.05	VEHICLE MAINTENANCE/EXPENSES	1375	RDO EQUIPMENT CO.
576033	12/28/2017	\$500.00	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
576034	12/28/2017	\$614.08	UTILITY SERVICES	72570	TPX COMMUNICATIONS
576035	12/28/2017	\$732.07	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
576036	1/3/2018	\$578.80	UTILITY SERVICES	38380	AT&T
576037	1/3/2018	\$6,375.21	UTILITY SERVICES	39550	AT&T
576038	1/3/2018	\$697.36	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
576039	1/3/2018	\$126.97	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
576040	1/3/2018	\$19.89	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
576041	1/3/2018	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
576042	1/3/2018	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
576043	1/3/2018	\$587.82	SUPPLIES	1743	HELUKABEL USA INC.
576044	1/3/2018	\$484.58	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
576045	1/3/2018	\$8,611.71	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
576046	1/3/2018	\$447.31	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE TRANSIT SUPPLY
576047	1/3/2018	\$10,671.98	COPIER REPAIR/SERVICES	69730	RICOH AMERICAS CORP.
576048	1/3/2018	\$578.70	COPIER REPAIR/SERVICES	69730	RICOH AMERICAS CORP.
576049	1/3/2018	\$578.70	COPIER REPAIR/SERVICES	69730	RICOH AMERICAS CORP.
576050	1/3/2018	\$578.70	COPIER REPAIR/SERVICES	69730	RICOH AMERICAS CORP.
576051	1/3/2018	\$578.70	COPIER REPAIR/SERVICES	69730	RICOH AMERICAS CORP.
576052	1/3/2018	\$2,155.20	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.

576053	1/3/2018	\$42,047.79	FUEL INVENTORY	1059	SAWYER PETROLEUM
576054	1/3/2018	\$6,392.54	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
576055	1/3/2018	\$3,808.41	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
576056	1/3/2018	\$21.74	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
576057	1/3/2018	\$750.00	CONTRACT SERVICES	12250	SOUTHERN CALIFORNIA SAFE COMPANY
576058	1/3/2018	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
576059	1/3/2018	\$7,320.45	FRINGE BENEFITS	58990	VISION SERVICE PLAN
576060	1/3/2018	\$700.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
576061	1/3/2018	\$752.32	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
576062	1/3/2018	\$1,674.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
576063	1/3/2018	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
576064	1/3/2018	\$4,062.98	CONTRACTORS	37720	ADVANCED APPLIED ENGINEERING, INC.
576065*	1/3/2018	\$1,650.00	MACHINERY & EQUIPMENTS	1816	AKA COMP SOLUTIONS, INC.
576066	1/3/2018	\$15.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.
576067	1/3/2018	\$42,421.08	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
576068	1/3/2018	\$142.72	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
576069	1/3/2018	\$250.00	REFUND	1916	ANTHONY, SONIA
576070	1/3/2018	\$155.49	ADVERTISING/PRINTING SERVICES	35980	ARTE PRINTING
576071	1/3/2018	\$1,967.72	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE
576072	1/3/2018	\$250.00	GENERAL GOVERNMENT	1159	BMS HEALTHCARE INC.
576073	1/3/2018	\$793.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
576074	1/3/2018	\$156.60	GENERAL GOVERNMENT	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
576075	1/3/2018	\$754.00	PUBLIC SAFETY	58240	CALIFORNIA DEPARTMENT OF JUSTICE
576076	1/3/2018	\$22,120.26	CONTRACT SERVICES	52070	CAMACHO, TOM
576077	1/3/2018	\$3,240.00	ACCOUNTS RECEIVABLE	896	CHANCE, MICHAEL
576078	1/3/2018	\$250.00	GENERAL GOVERNMENT	45170	CHEVROLET OF MONTEBELLO
576079	1/3/2018	\$2,696.50	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
576080*	1/3/2018	\$3,000.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
576081	1/3/2018	\$250.00	REFUND	29020	DE LA TORRE, RAPHAEL
576082	1/3/2018	\$646.85	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
576083	1/3/2018	\$28,800.00	CONTRACT SERVICES	30170	DOWNEY, CITY
576084	1/3/2018	\$215.13	SUPPLIES	7610	EWING IRRIGATION PRODUCTS

576085	1/3/2018	\$730.00	CONTRACT SERVICES	71920	FORENSIC NURSE RESPONSE TEAM
576086	1/3/2018	\$250.00	REFUND	1917	GARCIA, DANIEL L
576087	1/3/2018	\$58.78	SUPPLIES	9470	GRAINGER, INC.
576088	1/3/2018	\$4,495.00	ACCOUNTS RECEIVABLE	57460	HOFFMAN, SEAN
576089	1/3/2018	\$9,835.95	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
576090	1/3/2018	\$354.76	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
576091	1/3/2018	\$1,240.11	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
576092	1/3/2018	\$21.00	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
576093	1/3/2018	\$623.03	VEHICLE MAINTENANCE/EXPENSES	9830	JOHN'S LIFT REPAIR SERVICE INC
576094	1/3/2018	\$111.28	TRAVEL & MEETINGS	102	JOSETT, ROBERT
576095	1/3/2018	\$149.40	SUPPLIES	26670	LIFE-ASSIST, INC.
576096	1/3/2018	\$569.78	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES FREIGHTLINER, INC.
576097	1/3/2018	\$6,308.00	CONTRACT SERVICES	11070	LPM CONSULTING INC.
576098	1/3/2018	\$80.00	CONTRACT SERVICES	1501	MAKAI SOLUTIONS
576099	1/3/2018	\$18,921.88	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC.
576100	1/3/2018	\$174.98	MAIL/ POSTAL EXPENSE	503	NEOPOST USA, INC.
576101	1/3/2018	\$8,049.96	VEHICLE MAINTENANCE/EXPENSES	60710	NEW FLYER PARTS
576102	1/3/2018	\$3,960.66	VEHICLE MAINTENANCE/EXPENSES	70710	NIVEL PARTS & MFG CO., LLC
576103	1/3/2018	\$1,316.93	SUPPLIES	15620	OFFICE DEPOT
576104	1/3/2018	\$153.24	CONTRACT SERVICES	19480	ORKIN EXTERMINATING
576105	1/3/2018	\$36,808.20	CONTRACT SERVICES	42180	PARKING COMPANY OF AMERICA, LLC
576106	1/3/2018	\$624.70	SUPPLIES	523	PC INDUSTRIAL PRODUCTS LLC
576107	1/3/2018	\$684.37	MACHINERY & EQUIPMENTS	538	PCMG, INC. DBA PCM GOV, INC.
576108	1/3/2018	\$298.50	CONTRACT SERVICES	53520	PRAXAIR
576109	1/3/2018	\$90.93	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
576110	1/3/2018	\$250.00	REFUND	1915	RODRIGUEZ, JUAN CARLO
576111	1/3/2018	\$425.00	REFUND	1918	SANTOYO, MIRIAM
576112	1/3/2018	\$3,600.00	CONTRACT SERVICES	72100	SUNSET DETECTIVES
576113	1/3/2018	\$5,200.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS, INC.
576114	1/3/2018	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
576115	1/3/2018	\$140.00	REFUND	1919	TORRES, MARIA L
576116	1/3/2018	\$110.00	CONTRACT SERVICES	387	TRANSUNION RISK/ALTERNATIVE DATA SOLUTIONS

576117	1/3/2018	\$475.43	FRINGE BENEFITS	27300	TUFANO, ROBERT C.
576118*	1/3/2018	\$69,868.17	CONTRACT SERVICES	1775	TUNNELWORKS SERVICES INC.
576119	1/3/2018	\$6,013.08	CONTRACT SERVICES	20070	UC REGENTS
576120	1/3/2018	\$3,520.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
576121	1/3/2018	\$4,018.66	SUPPLIES	59290	UNIVAR USA INC.
576122	1/3/2018	\$3,117.60	CONTRACT SERVICES	37	US SECURITY ASSOCIATES, INC.
576123	1/3/2018	\$4,895.00	CONTRACT SERVICES	75020	VASQUEZ & COMPANY LLP
576124	1/3/2018	\$140.00	REFUND	1920	VAZQUEZ, ALMA
576125	1/3/2018	\$3,823.78	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE ELECTRIC COMPANY
576126	1/3/2018	\$14,825.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
576127	1/3/2018	\$682.00	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
576128	1/3/2018	\$310.00	CONTRACT SERVICES	328	WRITERANNE COMMUNICATIONS
576129	1/3/2018	\$200.00	CONTRACT SERVICES	9070	YOUNGBLOOD & ASSOCIATES
576130	1/3/2018	\$250.00	CONTRACT SERVICES	1657	ZAVALA'S UPHOLSTERY
576131	1/3/2018	\$5,992.00	VEHICLE MAINTENANCE/EXPENSES	288	ZEMARC CORPORATION
TOTAL		\$1,743,244.77			
0770 - HOUSING ACCOUNT					
1012	1/3/2018	\$699.00	CONTRACT SERVICES	75020	VASQUEZ & COMPANY LLP
TOTAL		\$699.00			
6093 - SUCCESSOR AGENCY					
1376	12/12/2017	\$462,640.00	MISCELLANEOUS EXPENSE	14890	MONTEBELLO TOWN CENTER INVESTORS, LLC
1377	12/20/2017	\$2,050.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
1378	1/3/2018	\$3,148.00	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
TOTAL		\$467,838.00			

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
575740	12/11/2017	FLO-SERVICES, INC.	\$2,130.02
575741	12/11/2017	TYLER TECHNOLOGIES, INC.	\$1,617.00
575742	12/11/2017	VERIZON WIRELESS	\$111.66
575743	12/11/2017	VERIZON WIRELESS	\$2,005.90
575744	12/11/2017	VERIZON WIRELESS	\$65.04
575745	12/12/2017	AT&T	\$244.79
575746	12/12/2017	AT&T	\$81.30
575747	12/12/2017	BANKCARD CENTER	\$6,539.74
575748	12/12/2017	CALIFORNIA WATER SERVICE COMPANY	\$7,504.88
575749	12/12/2017	DISCOVERY BENEFITS	\$50.00
575750	12/12/2017	FEDERAL EXPRESS CORPORATION	\$19.72
575751	12/12/2017	RICOH AMERICAS CORP.	\$168.52
575752	12/12/2017	SOUTHERN CALIFORNIA EDISON	\$64,332.70
575753	12/12/2017	STANDARD INSURANCE COMPANY	\$14,699.78
575754	12/14/2017	ADAMSON POLICE PRODUCTS	\$752.32
575755*	12/14/2017	AQUA-FLO SUPPLY	\$5,211.35
575756	12/14/2017	AT&T TELECONFERENCE SERVICES	\$39.08
575757	12/14/2017	BEST BUY CHEMICAL & SUPPLY CO.	\$288.91
575758	12/14/2017	BLACK AND WHITE EMERGENCY VEHICLES	\$4,722.45
575759	12/14/2017	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT	\$384.00
575760	12/14/2017	CINTAS CORPORATION	\$211.94
575761	12/14/2017	DAY WIRELESS SYSTEMS	\$783.00
575762	12/14/2017	DECALS BY DESIGN, INC.	\$405.79
575763	12/14/2017	DEPARTMENT OF PUBLIC HEALTH	\$64.00
575764	12/14/2017	DEPARTMENT OF PUBLIC HEALTH	\$64.00
575765	12/14/2017	DEPARTMENT OF PUBLIC HEALTH	\$32.00
575766	12/14/2017	DEPARTMENT OF PUBLIC HEALTH	\$32.00
575767	12/14/2017	DEPARTMENT OF PUBLIC HEALTH	\$32.00
575768	12/14/2017	DEPARTMENT OF PUBLIC HEALTH	\$32.00
575769	12/14/2017	DEPARTMENT OF PUBLIC HEALTH	\$64.00
575770	12/14/2017	DODGE DATA AND ANALYTICS LLC	\$1,845.75
575771	12/14/2017	EASTERN GROUP PUBLICATIONS, INC	\$237.50
575772	12/14/2017	EQUIFAX WORKFORCE SOLUTIONS	\$10,500.00
575773	12/14/2017	GENFARE	\$980.82
575774	12/14/2017	GENUINE PARTS COMPANY	\$280.27
575775	12/14/2017	GRAINGER, INC.	\$3,698.11
575776	12/14/2017	HAWK II ENVIRONMENTAL CORP.	\$150.29
575777	12/14/2017	INTER VALLEY POOL SUPPLY	\$1,742.60
575778	12/14/2017	JOHNSON EQUIPMENT COMPANY	\$12,393.24
575779	12/14/2017	LOS ANGELES COUNTY SUPERIOR COURT	\$14,705.00
575780	12/14/2017	MARTINEZ CONSULTING SERVICE LLC	\$4,150.00

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
575781	12/14/2017	MOBILE FIRE TECH	\$855.00
575782	12/14/2017	MONTEBELLO TIRE PROS	\$8,389.16
575783	12/14/2017	MUNCIE TRANSIT SUPPLY	\$315.80
575784	12/14/2017	PCMG, INC. DBA PCM GOV, INC.	\$6,218.00
575785	12/14/2017	PHILLIPS 66-CONOCO-76	\$2,870.53
575786	12/14/2017	PICO WATER DISTRICT	\$27.95
575787	12/14/2017	SAN GABRIEL VALLEY WATER CO.	\$4,297.92
575788	12/14/2017	SAWYER PETROLEUM	\$67,293.38
575789	12/14/2017	SCHWAAB, INC.	\$807.60
575790	12/14/2017	SHRED-IT USA LLC.	\$616.00
575791	12/14/2017	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$378.28
575792	12/14/2017	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$127.46
575793	12/14/2017	SOUTHERN CALIFORNIA GAS CO.	\$17,133.57
575794	12/14/2017	STATE WATER RESOURCES CONTROL BOARD	\$11,195.00
575795	12/14/2017	THYSSEN KRUPP ELEVATOR CORP	\$922.89
575796	12/14/2017	TRIANGLE SPORTS	\$336.76
575797	12/14/2017	US SECURITY ASSOCIATES, INC.	\$3,336.00
575798	12/19/2017	ADVANCED APPLIED ENGINEERING, INC.	\$8,972.00
575799	12/19/2017	ALTEC CAPITAL SERVICES, LLC	\$2,311.79
575800	12/19/2017	AT&T	\$234.32
575801	12/19/2017	AT&T	\$1,364.34
575802	12/19/2017	ATLANTIC LOCK & SAFE CO.	\$643.25
575803	12/19/2017	CALIFORNIA WATER SERVICE COMPANY	\$83.34
575804	12/19/2017	CINTAS CORPORATION NO. 2	\$75.59
575805	12/19/2017	DODGE DATA AND ANALYTICS LLC	\$374.52
575806	12/19/2017	EASTERN GROUP PUBLICATIONS, INC.	\$862.50
575807	12/19/2017	FEDERAL EXPRESS CORPORATION	\$19.77
575808	12/19/2017	FIRE FIGHTERS SAFETY INC.	\$2,463.20
575809	12/19/2017	GE MOBILE WATER, INC.	\$315.36
575810	12/19/2017	IVA SOLUTIONS, INC.	\$2,450.00
575811	12/19/2017	LOS ANGELES COUNTY FIRE DEPARTMENT	\$398.00
575812	12/19/2017	LOS ANGELES COUNTY SUPERIOR COURT	\$15,263.50
575813	12/19/2017	MOBILE FIRE TECH	\$1,330.00
575814	12/19/2017	MOTOROLA SOLUTIONS, INC.	\$4,588.62
575815	12/19/2017	PEOPLE READY INC.	\$673.60
575816	12/19/2017	PRUDENTIAL OVERALL SUPPLY	\$90.93
575817	12/19/2017	SAWYER PETROLEUM	\$5,039.94
575818	12/19/2017	SECURITY SIGNAL DEVICES INC.	\$248.64
575819	12/19/2017	SIEMENS INDUSTRY INC.	\$9,833.13
575820	12/19/2017	SOUTHERN CALIFORNIA EDISON	\$17,820.31
575821	12/19/2017	SOUTHERN CALIFORNIA GAS CO.	\$1,042.82
575822	12/19/2017	SWEINHART ELECTRIC CO., INC.	\$720.75
575823	12/19/2017	TORO NSN	\$229.00

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
575824	12/19/2017	UNITED SITE SERVICES, INC.	\$459.13
575825	12/19/2017	X-IGENT PRINTING, INC.	\$42.27
575826	12/20/2017	AFLAC	\$9,148.76
575827	12/20/2017	APPLE ONE EMPLOYMENT SERVICES	\$2,946.30
575828	12/20/2017	AT&T	\$3,876.70
575829	12/20/2017	CALIFORNIA TRANSIT ASSOCIATION	\$3,500.00
575830	12/20/2017	CHARTER COMMUNICATIONS	\$19.59
575831	12/20/2017	CINTAS CORPORATION	\$423.88
575832	12/20/2017	DELTA DENTAL OF CALIFORNIA	\$46,701.55
575833	12/20/2017	JOHNSTONE SUPPLY	\$742.91
575834	12/20/2017	LANGUAGE LINE SERVICES, INC.	\$5.68
575835	12/20/2017	MISSION LINEN SUPPLY	\$1,023.24
575836	12/20/2017	MUNCIE TRANSIT SUPPLY	\$766.50
575837	12/20/2017	NATIONAL TRAINING CONCEPTS, INC.	\$1,114.00
575838	12/20/2017	OFFICE DEPOT	\$170.09
575839	12/20/2017	ORKIN EXTERMINATING	\$706.85
575840	12/20/2017	READY REFRESH BY NESTLE	\$294.87
575841	12/20/2017	SAWYER PETROLEUM	\$70,690.68
575842	12/20/2017	UNITED PARCEL SERVICE	\$25.78
575843	12/20/2017	X-IGENT PRINTING, INC.	\$152.40
575844	12/20/2017	ADAMSON POLICE PRODUCTS	\$731.51
575845	12/20/2017	ADORNO YOSS ALVARADO & SMITH	\$9,009.39
575846	12/20/2017	AGUILERA, PATRICIA	\$40.00
575847	12/20/2017	AHN, STEVE	\$70.00
575848	12/20/2017	ALL CITY MANAGEMENT SERVICES	\$2,404.35
575849	12/20/2017	ALTEC INDUSTRIES, INC.	\$2,652.56
575850	12/20/2017	ANCHONDO, ARTHUR, P	\$45.00
575851	12/20/2017	ANDRADE, ANDREA	\$40.00
575852	12/20/2017	ANDRADE, ERIKA L	\$40.00
575853	12/20/2017	ANGELO PLUMBING, INC.	\$1,396.00
575854	12/20/2017	APARICIO, RICHARD	\$60.00
575855	12/20/2017	ARANDA, LAUREN	\$70.00
575856	12/20/2017	ARTE PRINTING	\$30.66
575857	12/20/2017	AUTOZONE	\$416.08
575858	12/20/2017	AVALOS, ROSA	\$80.00
575859	12/20/2017	AZTECA LANDSCAPE	\$1,460.00
575860	12/20/2017	BANK OF NEW YORK MELLON	\$500.00
575861	12/20/2017	BEE EMERGENCY RESPONSE TEAM	\$785.00
575862	12/20/2017	BERITICH, ANDREW	\$40.00
575863	12/20/2017	BRIGADE PEST MANAGEMENT	\$100.00
575864	12/20/2017	BUSWEST, LLC	\$2,896.27
575865	12/20/2017	CAI, YUHENG	\$70.00
575866*	12/20/2017	CITY OF SANTA MONICA	\$30.00

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
575867	12/20/2017	CLEAN SWEEP SUPPLY CO. INC	\$1,426.79
575868	12/20/2017	COLBY'S TOTAL LAWN CARE	\$275.00
575869	12/20/2017	DE LA TORRE, RAPHAEL	\$45.00
575870	12/20/2017	DIAZ WINDOW CLEANING SERVICE	\$340.00
575871	12/20/2017	ESCOBEDO, MARTHA	\$70.00
575872	12/20/2017	FIESTA TAXI COOPERATIVE, INC.	\$148,106.90
575873	12/20/2017	FLEET PRIDE, INC.	\$266.13
575874	12/20/2017	FOOTHILL COMMUNICATIONS, LLC	\$450.00
575875	12/20/2017	FUJII, MELVIN	\$70.00
575876	12/20/2017	GARCIA, MARIA TERESA	\$30.00
575877	12/20/2017	GENFARE	\$88.09
575878	12/20/2017	GENUINE PARTS COMPANY	\$145.78
575879	12/20/2017	GLASMAN, NATALIE	\$110.00
575880	12/20/2017	GOMEZ, BEATRICE	\$40.00
575881	12/20/2017	GOTANDA, TATSUMI	\$70.00
575882	12/20/2017	GUERRERO, ISIS	\$72.00
575883	12/20/2017	GUZMAN, ANDREW	\$40.00
575884	12/20/2017	HD INDUSTRIES	\$960.60
575885	12/20/2017	HERNANDEZ, JUAN, M	\$40.00
575886	12/20/2017	HODGE PRODUCTS, INC.	\$291.70
575887	12/20/2017	HUERTA, MONICA	\$40.00
575888	12/20/2017	HYDRAULIC ELECTRIC INC.	\$381.01
575889	12/20/2017	INNOVATIVE PLAYGROUNDS COMPANY, LLC	\$778.80
575890	12/20/2017	JAIMEZ, CRYSTAL	\$40.00
575891	12/20/2017	KESHISHYAN, JENNY CHAN	\$40.00
575892	12/20/2017	KONE, INC.	\$963.12
575893	12/20/2017	LIEBERT CASSIDY WHITMORE	\$6,799.63
575894	12/20/2017	LIFTECH ELEVATOR SERVICES, INC	\$595.00
575895	12/20/2017	LOPEZ, MICHAEL	\$40.00
575896	12/20/2017	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$239.62
575897	12/20/2017	MAGALLANES, ANDREA	\$40.00
575898	12/20/2017	MERCHANTS BUILDING MAINTENANCE	\$2,451.20
575899	12/20/2017	MOBILITY ADVANCEMENT GROUP	\$3,599.75
575900	12/20/2017	NATIONWIDE ENVIRONMENTAL SERVICES	\$102,000.71
575901	12/20/2017	NAVARRO'S TOWING SERVICE	\$450.00
575902	12/20/2017	NEW FLYER PARTS	\$6,849.10
575903	12/20/2017	OFFICE DEPOT	\$1,964.04
575904	12/20/2017	ORTIZ, JESSICA	\$40.00
575905	12/20/2017	PADILLA, BRIANNON	\$40.00
575906	12/20/2017	PANOSIAN, JO ANN	\$40.00
575907	12/20/2017	PARTNERSHIP HOUSING	\$73,432.00
575908	12/20/2017	PASTION, MEL	\$45.00
575909*	12/20/2017	PCI	\$14,966.60

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
575910	12/20/2017	PORTILLO, ROBERT	\$40.00
575911	12/20/2017	QUALITY JET ROOTER	\$1,644.00
575912	12/20/2017	REFRIGERATION SUPPLIES DISTRIBUTOR	\$164.26
575913	12/20/2017	RIVERS, ALBERT	\$135.00
575914	12/20/2017	ROBLES, ESTHER	\$40.00
575915	12/20/2017	S & A ENGINE, INC.	\$183.19
575916	12/20/2017	SALDANA LANDSCAPE INC.	\$2,687.50
575917*	12/20/2017	SAN DIEGO POLICE EQUIPMENT CO. INC.	\$897.57
575918	12/20/2017	SAUCEDO, NICOLE I	\$40.00
575919	12/20/2017	SECURITY SIGNAL DEVICES INC.	\$2,169.93
575920	12/20/2017	SENTINEL PEAK RESOURCES	\$8,409.50
575921	12/20/2017	SHEPPARD MULLIN RICHTER & HAMPTON LLP	\$2,910.50
575922	12/20/2017	SHRED-IT USA LLC.	\$112.20
575923	12/20/2017	SIEMENS INDUSTRY INC.	\$3,162.93
575924	12/20/2017	SOSNOWSKI, DAVID	\$40.00
575925	12/20/2017	SUNSET DETECTIVES	\$3,600.00
575926	12/20/2017	TAPIA, ALVARO	\$70.00
575927	12/20/2017	THE JANEK CORPORATION	\$1,001.93
575928	12/20/2017	TORRES, JANELLE	\$40.00
575929	12/20/2017	TRANS UNION,LLC	\$15.89
575930	12/20/2017	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN	\$110.00
575931	12/20/2017	UNIQUE GENERAL SERVICES	\$6,260.00
575932	12/20/2017	UNIVAR USA INC.	\$314.05
575933	12/20/2017	VEGA, MATTHEW	\$40.00
575934	12/20/2017	WAYNE ELECTRIC COMPANY	\$826.18
575935	12/20/2017	WEST COAST ARBORISTS, INC.	\$400.00
575936	12/20/2017	WEST-LITE SUPPLY CO.,INC.	\$1,839.49
575937	12/20/2017	WESTERN ALLIED CORPORATION	\$8,927.71
575938	12/20/2017	WINZER CORPORATION	\$1,607.46
575939	12/20/2017	YORK RISK SERVICES GROUP, INC.	\$25,149.67
575940	12/20/2017	YOUNGBLOOD & ASSOCIATES	\$400.00
575941	12/20/2017	ZUMAR INDUSTRIES,INC.	\$296.31
575942	12/21/2017	A TO Z FIRE PROTECTION COMPANY	\$671.32
575943	12/21/2017	ADVANCED BATTERY SYSTEMS, INC.	\$1,798.48
575944	12/21/2017	ALFONSO TIRES & REPAIRS, INC.	\$20.00
575945	12/21/2017	ALL CITY MANAGEMENT SERVICES	\$1,335.75
575946	12/21/2017	ATLAS RADIATOR, INC.	\$325.00
575947	12/21/2017	AUTOZONE	\$517.94
575948	12/21/2017	BEVERLY HOSPITAL	\$495.89
575949	12/21/2017	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$3,889.25
575950	12/21/2017	DODGE DATA AND ANALYTICS LLC	\$1,070.00
575951	12/21/2017	HUNTINGTON BEACH HONDA	\$275.33
575952	12/21/2017	INLAND KENWORTH, INC.	\$5,076.05

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
575953*	12/21/2017	LINCOLN TRAINING CENTER	\$15,686.30
575954	12/21/2017	MARAVILLA FOUNDATION	\$97.00
575955	12/21/2017	MICHAEL BAKER INTERNATIONAL, INC.	\$2,780.00
575956	12/21/2017	MUNCIE TRANSIT SUPPLY	\$62.42
575957	12/21/2017	NEOPOST USA, INC.	\$765.00
575958	12/21/2017	ORANGE COUNTY TANK TESTING INC	\$695.00
575959	12/21/2017	PRUDENTIAL OVERALL SUPPLY	\$94.28
575960	12/21/2017	RIO HONDO COMMUNITY COLLEGE	\$27.60
575961	12/21/2017	SAFETY-KLEEN CORP.	\$301.16
575962	12/21/2017	SAWYER PETROLEUM	\$748.51
575963	12/21/2017	SHRED-IT USA LLC.	\$616.00
575964	12/21/2017	SIEMENS INDUSTRY INC.	\$7,662.65
575965	12/21/2017	THOMSON REUTERS - WEST	\$308.52
575966	12/21/2017	UNIQUE GENERAL SERVICES	\$4,800.00
575967	12/21/2017	WATER REPLENISHMENT DISTRICT	\$4,792.26
575968	12/21/2017	WEST-LITE SUPPLY CO.,INC.	\$52.03
575969	12/27/2017	MYVAR, LLC	\$14,174.94
575970	12/27/2017	AMERICAN MOVING PARTS	\$59.93
575971	12/27/2017	APPLE ONE EMPLOYMENT SERVICES	\$572.48
575972	12/27/2017	AT&T	\$530.95
575973	12/27/2017	AT&T	\$53.44
575974	12/27/2017	BIRCH COMMUNICATIONS	\$642.77
575975	12/27/2017	BIRCH COMMUNICATIONS	\$427.85
575976	12/27/2017	BIRCH COMMUNICATIONS	\$642.77
575977	12/27/2017	BIRCH COMMUNICATIONS	\$1,254.26
575978	12/27/2017	BIRCH COMMUNICATIONS	\$642.77
575979	12/27/2017	BIRCH COMMUNICATIONS	\$743.95
575980	12/27/2017	CASTILLO, RUBEN	\$258.00
575981	12/27/2017	CHARTER COMMUNICATIONS	\$68.33
575982	12/27/2017	CHEVROLET OF MONTEBELLO	\$49.80
575983	12/27/2017	DELL MARKETING L.P.	\$466.22
575984	12/27/2017	FAZEKAS & ASSOCIATES, INC., SCOTT	\$382.40
575985	12/27/2017	FEDERAL EXPRESS CORPORATION	\$18.82
575986	12/27/2017	GARDEN VIEW INC.	\$75.01
575987	12/27/2017	LM SYSTEMS	\$1,800.00
575988	12/27/2017	M'S FLOWERS	\$89.80
575989	12/27/2017	MITCHELL, ADAM	\$130.33
575990	12/27/2017	POLICE EXECUTIVE RESEARCH FORUM	\$200.00
575991	12/27/2017	SALDANA LANDSCAPE INC.	\$897.85
575992	12/27/2017	SAN GABRIEL VALLEY WATER CO.	\$58,221.96
575993	12/27/2017	SHRED-IT USA LLC.	\$924.00
575994	12/27/2017	SILVER & WRIGHT LLP	\$1,383.04
575995	12/27/2017	SOUTHERN CALIFORNIA EDISON	\$15,162.56

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
575996	12/27/2017	SOUTHERN CALIFORNIA GAS CO.	\$3,911.68
575997	12/27/2017	WELLS, CHARLES	\$200.00
575998	12/27/2017	ADCO SERVICES, INC.	\$6,410.00
575999	12/27/2017	ADVANCED APPLIED ENGINEERING, INC.	\$39,589.00
576000	12/27/2017	ADVANCED BATTERY SYSTEMS, INC.	\$52.56
576001	12/27/2017	BENNY'S OIL FILTER RECYCLING	\$70.00
576002	12/27/2017	BEST BUY CHEMICAL & SUPPLY CO.	\$289.21
576003*	12/27/2017	CALIFORNIA REALTY SERVICES	\$16,000.00
576004	12/27/2017	CLEAN ENERGY FUELS	\$31,760.68
576005	12/27/2017	CUMMINS PACIFIC, LLC	\$2,416.03
576006	12/27/2017	GENTRY BROTHERS, INC	\$8,517.65
576007	12/27/2017	GRAINGER, INC.	\$43.09
576008	12/27/2017	HAAKER EQUIPMENT COMPANY	\$1,259.47
576009	12/27/2017	HOSE-MAN, INC.	\$218.85
576010	12/27/2017	HYDRAULIC ELECTRIC INC.	\$119.90
576011	12/27/2017	NATIONAL CONSTRUCTION RENTALS	\$306.60
576012	12/27/2017	OFFICE DEPOT	\$23.88
576013	12/27/2017	RELIANT URGENT CARE	\$2,083.00
576014	12/27/2017	SAN GABRIEL VALLEY WATER CO.	\$10,074.06
576015	12/27/2017	SAN GABRIEL VALLEY WATER CO.	\$4,266.25
576016	12/27/2017	SAN GABRIEL VALLEY WATER CO.	\$4,870.97
576017	12/27/2017	SAN GABRIEL VALLEY WATER CO.	\$21,353.86
576018	12/27/2017	SIEMENS INDUSTRY INC.	\$3,162.93
576019	12/27/2017	SIMPLIT PARTNERS	\$1,528.04
576020	12/28/2017	ANGULO, PAT	\$40.00
576021	12/28/2017	APPLE ONE EMPLOYMENT SERVICES	\$1,347.92
576022	12/28/2017	AT&T TELECONFERENCE SERVICES	\$41.55
576023	12/28/2017	CALIFORNIA PEACE OFFICERS' ASSOCIATION	\$1,500.00
576024	12/28/2017	CALIFORNIA STATE BOARD EQUALIZATION	\$17.32
576025	12/28/2017	CHARTER COMMUNICATIONS	\$19.59
576026	12/28/2017	CINTAS CORPORATION	\$373.41
576027	12/28/2017	EASTERN GROUP PUBLICATIONS, INC	\$137.50
576028	12/28/2017	LM SYSTEMS	\$7,800.00
576029	12/28/2017	MONTEBELLO CITY PETTY CASH	\$2,290.72
576030	12/28/2017	MONTEBELLO FIRE DEPARTMENT	\$438.52
576031	12/28/2017	PEOPLE READY INC.	\$168.40
576032	12/28/2017	RDO EQUIPMENT CO.	\$1,025.05
576033	12/28/2017	SALDANA LANDSCAPE INC.	\$500.00
576034	12/28/2017	TPX COMMUNICATIONS	\$614.08
576035	12/28/2017	VORTEX INDUSTRIES	\$732.07
576036	01/03/2018	AT&T	\$578.80
576037	01/03/2018	AT&T	\$6,375.21
576038	01/03/2018	CALIFORNIA WATER SERVICE COMPANY	\$697.36

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
576039	01/03/2018	CLEAN SWEEP SUPPLY CO. INC	\$126.97
576040	01/03/2018	FEDERAL EXPRESS CORPORATION	\$19.89
576041	01/03/2018	FLAIR DATA SERVICES, INC.	\$4,167.00
576042	01/03/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$120.00
576043	01/03/2018	HELUKABEL USA INC.	\$587.82
576044	01/03/2018	MISSION LINEN SUPPLY	\$484.58
576045	01/03/2018	MONTEBELLO LAND & WATER CO.	\$8,611.71
576046	01/03/2018	MUNCIE TRANSIT SUPPLY	\$447.31
576047	01/03/2018	RICOH AMERICAS CORP.	\$10,671.98
576048	01/03/2018	RICOH AMERICAS CORP.	\$578.70
576049	01/03/2018	RICOH AMERICAS CORP.	\$578.70
576050	01/03/2018	RICOH AMERICAS CORP.	\$578.70
576051	01/03/2018	RICOH AMERICAS CORP.	\$578.70
576052	01/03/2018	SAN GABRIEL VALLEY WATER CO.	\$2,155.20
576053	01/03/2018	SAWYER PETROLEUM	\$42,047.79
576054	01/03/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	\$6,392.54
576055	01/03/2018	SOUTHERN CALIFORNIA EDISON	\$3,808.41
576056	01/03/2018	SOUTHERN CALIFORNIA GAS CO.	\$21.74
576057	01/03/2018	SOUTHERN CALIFORNIA SAFE COMPANY	\$750.00
576058	01/03/2018	VERIZON WIRELESS	\$38.01
576059	01/03/2018	VISION SERVICE PLAN	\$7,320.45
576060	01/03/2018	923 MEDIA GROUP INC.	\$700.00
576061	01/03/2018	ADAMSON POLICE PRODUCTS	\$752.32
576062	01/03/2018	ADCO SERVICES, INC.	\$1,674.00
576063	01/03/2018	ADR SECURITY SYSTEMS, INC.	\$144.00
576064	01/03/2018	ADVANCED APPLIED ENGINEERING, INC.	\$4,062.98
576065*	01/03/2018	AKA COMP SOLUTIONS, INC.	\$1,650.00
576066	01/03/2018	ALFONSO TIRES & REPAIRS, INC.	\$15.00
576067	01/03/2018	ALVAREZ-GLASMAN & COLVIN	\$42,421.08
576068	01/03/2018	AMERICAN MOVING PARTS	\$142.72
576069	01/03/2018	ANTHONY, SONIA	\$250.00
576070	01/03/2018	ARTE PRINTING	\$155.49
576071	01/03/2018	AUTOZONE	\$1,967.72
576072	01/03/2018	BMS HEALTHCARE INC.	\$250.00
576073	01/03/2018	BRIGADE PEST MANAGEMENT	\$793.00
576074	01/03/2018	CALIFORNIA BUILDING STANDARDS COMMISSION	\$156.60
576075	01/03/2018	CALIFORNIA DEPARTMENT OF JUSTICE	\$754.00
576076	01/03/2018	CAMACHO, TOM	\$22,120.26
576077	01/03/2018	CHANCE, MICHAEL	\$3,240.00
576078	01/03/2018	CHEVROLET OF MONTEBELLO	\$250.00
576079	01/03/2018	COLUMBIA BUSINESS FORMS, INC.	\$2,696.50
576080*	01/03/2018	DARKTRACE LIMITED	\$3,000.00
576081	01/03/2018	DE LA TORRE, RAPHAEL	\$250.00

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
576082	01/03/2018	DEPARTMENT OF CONSERVATION	\$646.85
576083	01/03/2018	DOWNEY, CITY	\$28,800.00
576084	01/03/2018	EWING IRRIGATION PRODUCTS	\$215.13
576085	01/03/2018	FORENSIC NURSE RESPONSE TEAM	\$730.00
576086	01/03/2018	GARCIA, DANIEL, L	\$250.00
576087	01/03/2018	GRAINGER, INC.	\$58.78
576088	01/03/2018	HOFFMAN, SEAN	\$4,495.00
576089	01/03/2018	INLAND KENWORTH, INC.	\$9,835.95
576090	01/03/2018	IRON MOUNTAIN INC.	\$354.76
576091	01/03/2018	IRRI-CARE PLUMBING AND BACKFLOW TESTING	\$1,240.11
576092	01/03/2018	IVA SOLUTIONS, INC.	\$21.00
576093	01/03/2018	JOHN'S LIFT REPAIR SERVICE INC	\$623.03
576094	01/03/2018	JOSETT, ROBERT	\$111.28
576095	01/03/2018	LIFE-ASSIST, INC.	\$149.40
576096	01/03/2018	LOS ANGELES FREIGHTLINER, INC.	\$569.78
576097	01/03/2018	LPM CONSULTING INC.	\$6,308.00
576098	01/03/2018	MAKAI SOLUTIONS	\$80.00
576099	01/03/2018	MICHELIN NORTH AMERICA, INC.	\$18,921.88
576100	01/03/2018	NEOPOST USA, INC.	\$174.98
576101	01/03/2018	NEW FLYER PARTS	\$8,049.96
576102	01/03/2018	NIVEL PARTS & MFG CO., LLC	\$3,960.66
576103	01/03/2018	OFFICE DEPOT	\$1,316.93
576104	01/03/2018	ORKIN EXTERMINATING	\$153.24
576105	01/03/2018	PARKING COMPANY OF AMERICA, LLC	\$36,808.20
576106	01/03/2018	PC INDUSTRIAL PRODUCTS LLC	\$624.70
576107	01/03/2018	PCMG, INC. DBA PCM GOV, INC.	\$684.37
576108	01/03/2018	PRAXAIR	\$298.50
576109	01/03/2018	PRUDENTIAL OVERALL SUPPLY	\$90.93
576110	01/03/2018	RODRIGUEZ, JUAN CARLO	\$250.00
576111	01/03/2018	SANTOYO, MIRIAM	\$425.00
576112	01/03/2018	SUNSET DETECTIVES	\$3,600.00
576113	01/03/2018	SUPERIOR PAVEMENT MARKINGS, INC.	\$5,200.00
576114	01/03/2018	TANK SPECIALIST OF CALIFORNIA	\$189.75
576115	01/03/2018	TORRES, MARIA, L	\$140.00
576116	01/03/2018	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN	\$110.00
576117	01/03/2018	TUFANO, ROBERT C.	\$475.43
576118*	01/03/2018	TUNNELWORKS SERVICES INC.	\$69,868.17
576119	01/03/2018	UC REGENTS	\$6,013.08
576120	01/03/2018	UNIQUE GENERAL SERVICES	\$3,520.00
576121	01/03/2018	UNIVAR USA INC.	\$4,018.66
576122	01/03/2018	US SECURITY ASSOCIATES, INC.	\$3,117.60
576123	01/03/2018	VASQUEZ & COMPANY LLP	\$4,895.00
576124	01/03/2018	VAZQUEZ, ALMA	\$140.00

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 1/4/2018

Number	Date	Payee Name	Transaction Amount
576125	01/03/2018	WAYNE ELECTRIC COMPANY	\$3,823.78
576126	01/03/2018	WEST COAST ARBORISTS, INC.	\$14,825.00
576127	01/03/2018	WESTERN ALLIED CORPORATION	\$682.00
576128	01/03/2018	WRITERANNE COMMUNICATIONS	\$310.00
576129	01/03/2018	YOUNGBLOOD & ASSOCIATES	\$200.00
576130	01/03/2018	ZAVALA'S UPHOLSTERY	\$250.00
576131	01/03/2018	ZEMARC CORPORATION	\$5,992.00
Type Check Totals:			<u>\$1,743,244.77</u>

4331 - General Account Totals

6093 - Successor Agency

Check

1376	12/12/2017	MONTEBELLO TOWN CENTER INVESTORS, LLC	\$462,640.00
1377	12/20/2017	SCS FIELD SERVICES	\$2,050.00
1378	01/03/2018	ALVAREZ-GLASMAN & COLVIN	\$3,148.00
Type Check Totals:			<u>\$467,838.00</u>

6093 - Successor Agency Totals

0770 - Housing Account

Check

1012	01/03/2018	VASQUEZ & COMPANY LLP	\$699.00
Type Check Totals:			<u>\$699.00</u>

0770 - Housing Account Totals

*Pursuant for Resolution #17-40- Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.