

MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JANUARY 24, 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 G. Pasmant**

**CITY ATTORNEY
Arnold M. 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
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
Initiation of litigation – one matter
6. **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

7. **INVOCATION**

PLEDGE OF ALLEGIANCE

8. **PRESENTATIONS**

A. OATH OF OFFICE – FIRE CHIEF FERNANDO PELAEZ
B. OATH OF OFFICE –YOUTH COMMISSIONER NATHAN LANGREHR

9. **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.

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

11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

12. CHANGES TO THE AGENDA – CITY MANAGER

13. 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 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.

CONSENT MATTERS

14. 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.

15. PROP A FUND EXCHANGE – CITY OF PASADENA

COMMENT: The City Council will consider approval of a resolution approving an agreement for the exchange of One Million Dollars (\$1,000,000) of uncommitted Prop A funds with the City of Pasadena for Seven Hundred Fifty Thousand Dollars (\$750,000) to the City of Montebello's General Fund, per the approved FY 2017/18 City Budget and authorize the Acting City Manager to execute the Agreement on behalf of the City.

The Fund Exchange will add Seven Hundred Fifty Thousand Dollars (\$750,000) to the City's General Fund Budget, as approved the current fiscal year.

RECOMMENDATION: That the City Council adopts a resolution approving an agreement with the City of Pasadena for the exchange of One Million Dollars (\$1,000,000) of uncommitted Montebello Prop A funds for Seven Hundred Fifty Thousand Dollars (\$750,000) to Montebello's General Fund, per the approved FY 2017/18 City Budget; and authorize the Acting City Manager to execute the agreement on behalf of the City.

16. APPROVE A CONTRACT FOR ON-CALL SEWER MAINTENANCE AND PLUMBING SERVICES WITH SEBASTIAN WATERWORKS INC., DBA MR. ROOTER PLUMBING (REQUEST FOR PROPOSALS MO. 18-27)

COMMENT: The City Council will consider approving a contract for on-call sewer maintenance and plumbing services with Sebastian Waterworks Inc., dba Mr Rooter Plumbing in the amount of \$240,000.00, per Request for Proposals (RFP No. 18-27) for On-Call Sewer Maintenance and Plumbing Services and authorize the City Acting Manager to execute the Contact Agreement.

On annual basis, the City spends on average approximately \$240,000 in sewer and plumbing services. 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. Other City Departments will be able to use the services of the selected contractor due to various plumbing needs/emergencies as they may arise during the term of the contract.

RECOMMENDATION: That the City Council approve a contract for on-call sewer maintenance and plumbing services with Sebastian Waterworks, Inc., dba Mr. Rooter Plumbing, in the amount of \$240,000 per year, per Request for Proposals (RFP No. 18-27) for On-Call Sewer Maintenance and Plumbing Services, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

17. AWARD OF CONTRACT FOR MONTEBELLO BUS LINES (MBL) ADVERTISING PROGRAM SERVICES RFP NO.17-16

COMMENT: The City Council will consider for approval and award of a contract to Osik Media LLC for the Montebello Bus Lines (MBL) Advertising Program Services; and authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

FISCAL IMPACT: (1) Osik Media LLC will pay CITY a fifty percent (50%) share of all net advertising revenues received for paid advertising on buses; (2) Osik Media LLC generated \$149,000 revenue for the City in 2017; (3) Osik Media LLC estimates bus side advertising will generate between \$100,000 - \$300,000 in annual revenues; (4) Osik Media LLC will give the City an immediate \$25,000 up front payment; and (5) There will be no adverse cash flow or financial impact on the City's General Fund.

RECOMMENDATION: That the City Council award a contract to Osik Media LLC., for Montebello Bus Lines (MBL) Advertising Program Services Project, as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

18. MEDICAL DIRECTOR FOR FIRE DEPARTMENT PARAMEDICS PROGRAM

COMMENTS: The City Council will consider approval a new agreement with Dr. Loza-Gomez as the Medical Director and authorizing physician for the purchase and dispensing of narcotics and devices for Montebello Fire Paramedics Program; and authorized the Acting City Manager to execute the Agreement on behalf of the City.

The proposed agreement will be \$2,400 monthly with a total of \$28,800 annually, same as terms as in our prior agreement (Agreement No. 3236). The funding source for this expenditure is within the approved FY 17-18 Fire Department Budget.

RECOMMENDATION: It is recommended that the City Council approve a new agreement with Dr. Loza-Gomez as the Medical Director and authorizing physician for the purchase and dispensing of narcotics and devices for Montebello Fire Paramedics Program; and authorized the Acting City Manager to execute the Agreement on behalf of the City.

19. AUTHORIZATION FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM, CALIFORNIA TRANSIT ASSISTANCE FUND, ACCOUNT BOND PROGRAM

COMMENT: The City Council will consider adopting a resolution appointing the Acting City Manager as the authority to execute the Certifications and Assurances for the California Transit Security Grant Program (CTSGP), California Transit Assistance Fund (CTAF), and account bond program administered by the California Governor's Office Emergency Services (Cal OES).

The total cost of the purchase and installation bus surveillance equipment would be fully-funded by the \$151,698 California Transit Security Grant Program (CTGSP). There is no impact to the General Fund associated with this action.

RECOMMENDATION: That City Council adopt a resolution appointing the Acting City Manager as City official with the authority to execute Certifications and Assurances for the California Transit Security Grant Program (CTSGP), California Transit Assistance Fund (CTAF), and account bond program administered by the California Governor's Office Emergency Services (Cal OES).

20. AUTHORIZATION FOR EXECUTION OF CERTIFICATIONS AND ASSURANCES FOR THE STATE OF GOOD REPAIR (SGR) FUNDING PROGRAM

COMMENT: The City Council will consider adopting a resolution approving the list of SB1 projects and appointing the Acting City Manager as the authority to execute the Certifications and Assurances for the State of Good Repair Program.

The total cost of the purchase of hybrid bus parts will be \$182,221, and will be funded from Senate Bill (SB) 1 Road Repair and Accountability Act of 2017. There is no impact to the General Fund associated with this action.

RECOMMENDATION: That the City Council adopt a resolution appointing the Acting City Manager as the City official authorized to execute the Certifications and Assurances for the FY 2017/2018 State of Good Repair Funding Program under the California Road Repair and Accountability Act of 2017 (SB1), and approving the list of eligible projects for the City's funding allocation.

21. CITY PLANNING GRANT TO PREVENT AND COMBAT HOMELESSNESS

COMMENT: The City Council will consider approving the Memorandum of Understanding (MOU) which will allow the SGVCG to undertake procurement and management of the consultant. Additionally, the City Council will consider approving the contract between the City and LA County, which will enable the City to receive a \$50,000 award to design a Homeless Plan.

All funding is provided by the awarded grant funds and no general fund funds will be used. There will be no fiscal impact to the City general fund.

RECOMMENDATION: It is recommended that the City Council: (1) Approve the Memorandum of Understanding (MOU) to allow the San Gabriel Valley Council of Government (SGVCG) to help the City to develop a Homeless Plan by managing and executing the consultant's contract; and (2) Approve the contract between the City and Los Angeles County, which awards the City \$50,000 to perform a study and design a homeless plan.

22. MONTHLY INVESTMENT REPORT – NOVEMBER 2017

RECOMMENDED ACTION: Move to file and approve said report

23. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JANUARY 24, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated January 24, 2018.

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

COUNCIL ORALS

25. MAYOR PRO TEM HADJINIAN

None.

26. COUNCILMEMBER ROMERO

27. COUNCILMEMBER MOLINARI

None.

28. COUNCILMEMBER BARAJAS

None.

29. MAYOR DELGADO

None.

ADJOURNMENT

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: Preferential Parking District Designation on 4th Street from Washington Boulevard to Frankel Avenue – Correction of Hours

DATE: January 24, 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 4:00 PM to 6:00 AM (Monday to Friday) and 9:00 AM to 9:00PM (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.

On January 10, 2018, the City Council approved this item, with the incorrect hours.

ANALYSIS

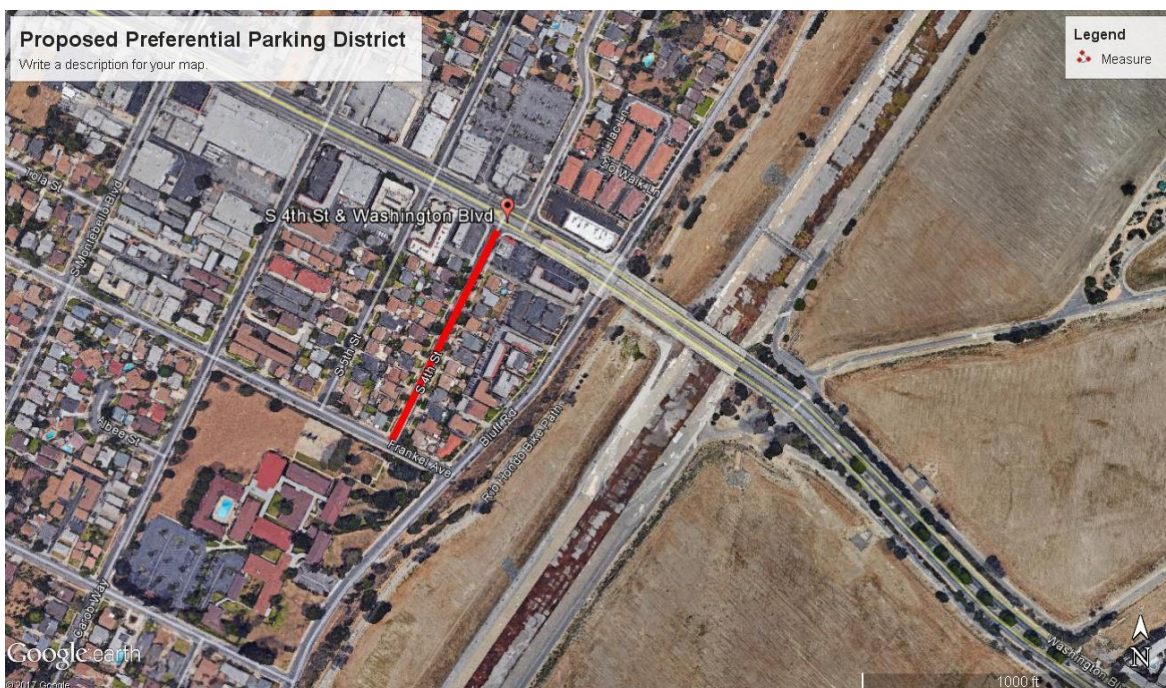
Montebello Municipal Code ("MMC") Section 10.36 provides for the establishment of

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 24th 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: PROP A FUND EXCHANGE – CITY OF PASADENA

DATE: January 24, 2018

RECOMMENDATION

That the City Council adopts a resolution approving an agreement with the City of Pasadena for the exchange of One Million Dollars (\$1,000,000) of uncommitted Montebello Prop A funds for Seven Hundred Fifty Thousand Dollars (\$750,000) to Montebello's General Fund, per the approved FY 2017/18 City Budget; and authorize the Acting City Manager to execute the agreement on behalf of the City.

BACKGROUND/ANALYSIS

In 1980, Los Angeles County voters approved Proposition A, which is funded by a ½ cent sales tax measure. The Los Angeles County Metropolitan Authority (LACMTA), which administers said funds, allows cities to exchange unrestricted Prop A Funds for general fund dollars; provided the recipient city utilizes the Prop A Funds for approved public transit purposes.

As part of the FY 2017/18 City Budget, the City Council anticipated a Prop A Fund Exchange in order to cover approved General Fund expenditures. Seven Hundred Fifty Thousand Dollars (\$750,000) was allocated in the General Fund Budget from a Prop A Exchange. Staff contacted a several cities to see if they were interested in completing a Prop A Fund Exchange, and the City of Pasadena was the only one that responded Pasadena will be issuing the Prop A Funds to augment their ongoing public transit operations.

The rate of exchange offered by Pasadena is consistent with that approved by the City Council in past Prop A Fund exchange transactions.

FISCAL IMPACT

The Fund Exchange will add Seven Hundred Fifty Thousand Dollars (\$750,000) to the City's General Fund Budget, as approved the current fiscal year.

ITEM #15

SUMMARY

The City Council will consider approval a resolution approving an agreement for the exchange of One Million Dollars (\$1,000,000) of uncommitted Prop A funds with the City of Pasadena for Seven Hundred Fifty Thousand Dollars (\$750.000) to the City of Montebello's General Fund, per the approved FY 2017/18 City Budget and authorize the Acting City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Resolution

Draft Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AN AGREEMENT FOR THE EXCHANGE OF PROPOSITION A FUNDS WITH THE CITY OF PASADENA

WHEREAS, Proposition A ("Prop A") Funds in the County of Los Angeles are restricted for transit purposes only; and

WHEREAS, many cities have had difficulties expending allocated Prop A Funds due to said restricted purposes; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority ("LACMTA") which administer such funds, has allowed cities that can expend the restricted Prop A Funds to exchange unrestricted revenues for the right to use another city's Prop A Funds for approved projects; and

WHEREAS, such exchanges usually involve an agreement by a city that can utilize the restricted Prop A Funds to pay the city that has available Prop A Funds a sum that is less than the amount of the Prop A Funds; and

WHEREAS, the city that can utilize the restricted Prop A Funds is therefore able to obtain these funds at a discounted rate while the other city that cannot utilize its Prop A Funds is able to receive unrestricted funds that can be put to use for other purposes; and

WHEREAS, the City of Montebello's Fiscal Year 2017/18 General Fund Budget, includes an exchange of Prop A Funds to augment the City's General Funds; and

WHEREAS, the City of Pasadena has a need for additional funds to provide ongoing public transit operations which are eligible for Prop A Funds; and

WHEREAS, the City of Montebello has uncommitted funding authority for its Fiscal Year 2017-18 allocation of Proposition A Local Return Funds that can be made available to the City of Pasadena; and

WHEREAS, the City of Montebello is willing to assign One Million Dollars (\$1,000,000) of its uncommitted Proposition A Local Return Funds to the City of Pasadena in exchange for the assignment by the City of Pasadena of Seven Hundred and Fifty Thousand Dollars (\$750,000) of its general funds to the City of Montebello; and

WHEREAS, the transaction set forth above is contingent upon approval by the LACMTA.

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

SECTION 1. The Proposition A Fund Trade Agreement between the City of Montebello and the City of Pasadena, California, is hereby approved. The Acting City

Manager is authorized to execute the Agreement for and on behalf of the City of Montebello and take such other action(s) as necessary to carry out the purpose of this Resolution.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution and it shall become effective immediately upon approval.

APPROVED AND PASSED THIS 24 DAY OF January, 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

FUND TRADE AGREEMENT
BETWEEN THE CITY OF MONTEBELLO
AND THE CITY OF PASADENA, CALIFORNIA

This Assignment Agreement is made and entered into this 24th day of January, 2018, by and between the City of Montebello California ("Montebello") and the City of Pasadena, California ("Pasadena") with respect to the following facts:

- A. Montebello has uncommitted funding authority for its Fiscal Years 2017-18 allocation of Proposition "A" Local Return funds that can be made available to Pasadena to assist in providing the services discussed in Paragraph B below. Montebello is willing to assign uncommitted Proposition "A" Local Return funding to Pasadena for the purpose identified in Paragraph B in exchange for the assignment by Pasadena of the amount of its general funds indicated in Section I below.
- B. Pasadena proposes to provide ongoing public transit operations/services to the residents of Pasadena which are eligible for Prop A Funds.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

- 1. Exchange. Montebello agrees to assign One Million Dollars (\$1,000,000) of its Fiscal Year 2017/18 Proposition "A" Local Return funding authority to Pasadena. In return, Pasadena agrees to assign Seven Hundred and Fifty Thousand Dollars (\$750,000) of its general funds to Montebello in Fiscal Year 2017-18.
- 2. Consideration. Montebello shall assign the agreed upon Proposition "A" Local Return funds to Pasadena in one lump sum payment. Pasadena shall also assign the agreed upon general funds to Montebello in one lump sum payment. The lump sum payment by Pasadena shall be due and payable upon approval by the Los Angeles Metropolitan Transportation Authority (LAMTA) of Montebello's project description FORM (Form A) covering the services discussed in Paragraph B.
- 3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations set forth herein.
- 4. Termination. Termination of this Agreement may be made by either party so long as written Notice of Intent to terminate is given to the other party at least 5 days prior to the termination.
- 5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified or by written notice upon such party by certified mail deposited in the custody of the United States Postal Service addressed as follows:

CITY OF MONTEBELLO
1600 W. Beverly Boulevard
Montebello, CA 90640
Attn: Danilo Batson, Assistant City Manager

CITY OF PASADENA
100 N. Garfield Ave. S224
Pasadena, CA 91109-7215
Attn: Valerie Gibson, Transit Manager

6. Assurances.

- a. Pasadena shall use the assigned Proposition "A" Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LAMTA's Proposition "A" Local Return Program Guidelines.
- b. Concurrently with the execution of this Agreement Pasadena shall provide LAMTA with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition "A" funds specified in the Guidelines regarding the use of the assigned Proposition "A" Local Return Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the day and year above written.

CITY OF MONTEBELLO

CITY OF PASADENA

By _____
Andrew Pasmant
Acting City Manager

By _____
Steve Mermell
City Manager

ATTEST:

ATTEST:

Irma Barajas
City Clerk

Mark Jomsky
City Clerk

Approved as to Form:

Approved as to Form:

Arnold M. Alvarez-Glasman
City Attorney

Michele Bagneris
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 ON-CALL SEWER MAINTENANCE AND PLUMBING SERVICES WITH SEBASTIAN WATERWORKS INC., DBA MR. ROOTER PLUMBING (REQUEST FOR PROPOSALS MO. 18-27)

DATE: January 24, 2018

RECOMMENDATION

That the City Council approve a contract for on-call sewer maintenance and plumbing services with Sebastian Waterworks, Inc., dba Mr. Rooter Plumbing, in the amount of \$240,000 per year, per Request for Proposals (RFP No. 18-27) for On-Call Sewer Maintenance and Plumbing Services, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

The City of Montebello is responsible for the maintenance and operation of the Citywide sewer and plumbing system on all city-owned buildings.

On December 6, 2017, the City issued Request for Proposals No. 18-27 for On-Call Sewer Maintenance and Plumbing Services. A notice inviting sealed bids/proposals was advertised on Planet Bids, the Green Sheet and the local newspaper (published on December 6, 2017), with a proposal due date of January 3, 2018, at 11:00 AM. Two (2) addenda were issued to the RFP; one extending the due date to January 10, 2018 at 11:00 AM, and the second responding to inquiries from potential bidders. Twelve (12) potential proposers viewed the RFP on Planet Bids. Also, staff contacted three (3) potential bidders and informed them of the RFP.

On January 10, 2018, one (1) bid was received from Mr. Rooter Plumbing.

Copies of the Request for Proposals and responses received are on file in the City Clerk Office.

ANALYSIS

Under the proposed on-call agreement, the Public Works Department will use the selected contractor to respond to emergency sewer stoppages, sewer maintenance and inspection, etc. All City Departments will be able to use the services provided by the selected contractor, especially with respect to plumbing services and repairs.

Mr. Rooter Plumbing submitted the lowest responsive bid. Mr. Rooter Plumbing is a reputable contractor with extensive experience and qualified staff to perform the work and services required by the City; therefore, Mr. Rooter Plumbing is the apparent lowest responsive and responsible bidder. Staff recommends the City Council approve a contract with Mr. Rooter Plumbing for scope of services described in the RFP.

FISCAL IMPACT

On annual basis, the City spends on average approximately \$240,000 in sewer and plumbing services. 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. Other City Departments will be able to use the services of the selected contractor due to various plumbing needs/emergencies as they may arise during the term of the contract.

SUMMARY

The City Council will consider approving a contract for on-call sewer maintenance and plumbing services to Sebastian Waterworks Inc., dba Mr Rooter Plumbing in the amount of \$240,000.00, per Request for Proposals (RFP No. 18-27) for On-Call Sewer Maintenance and Plumbing Services and authorize the City Acting Manager to execute the Contact Agreement.

ATTACHMENTS

Draft Agreement

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 on-call sewer maintenance and plumbing 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 On-Call Sewer Maintenance and Plumbing Services in the City of Montebello (December 6, 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 three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

SECTION 4. WORK PRODUCT.

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

SECTION 5. EXTRA SERVICES.

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

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 Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: AWARD OF CONTRACT FOR MONTEBELLO BUS LINES (MBL)
ADVERTISING PROGRAM SERVICES, RFP NO. 17-16

DATE: January 24, 2018

RECOMMENDATION

That the City Council award a contract to Osik Media LLC., for Montebello Bus Lines (MBL) Advertising Program Services Project, as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

On June 01, 2017, the City issued Request for Proposal No. 17-16 ("RFP") inviting interested service providers to submit bids to administer the MBL's advertising program. The notice inviting bids was published on the City Web Site and the Comet Newspaper on June 01, 2017. It was also posted on transit industry websites, Transittalent.com and Mass TransitMag.com.

A pre-proposal meeting was held on June 21, 2017, to discuss the scope of work for the project. The meeting was attended by three (3) proposers. As a result of questions raised at the meeting regarding the RFP, three (3) clarifying addenda to the RFP were subsequently issued and published on the City web site.

Sealed proposals were received and opened on July 20, 2017, and the City received a single responsive proposal from Osik Media LLC.

ANALYSIS

Osik Media LLC is the current company managing the marketing, installing, servicing and maintaining interior and exterior advertising on MBL's fleet of buses since 2014 and City staff has been satisfied with its performance to date.

Staff has evaluated Osik's proposal based on the criteria specified in the RFP, which covered the proposer's qualifications and experience, quality and effectiveness of approach to performing the required scope of work, and price. Osik's proposed price and revenue share has been determined by staff to be fair and reasonable. Therefore, staff recommends awarding the contract to Osik as the most responsible and responsive proposer for this Advertising Program Service project.

FISCAL IMPACT

The following is a fiscal summary:

1. Osik Media LLC will pay CITY a fifty percent (50%) share of all net advertising revenues received for paid advertising on buses;
2. Osik Media LLC generated \$149,000 revenue for the City in 2017;
3. Osik Media LLC estimates bus side advertising will generate between \$100,000 - \$300,000 in annual revenues;
4. Osik Media LLC will give the City an immediate \$25,000 up front payment;
5. There will be no adverse cash flow or financial impact on the City's General Fund.

SMMARY

The City Council will consider for approval and award of a contract to Osik Media LLC for the Montebello Bus Lines (MBL) Advertising Program Services; and authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

ATTACHMENTS

Revenue Price Sheet
Resolution



Compensation Schedule

Revenue Share

Osik Media shall pay **City of Montebello** a **fifty percent (50%)** share of all NET advertising revenues received for paid advertising on Buses. Such NET revenue shall be paid within thirty (30) days of **Osik Media's** receipt of payment from displayed advertisers.

- A. . Osik Media estimates Bus side advertising will generate between **\$100,000-\$300,000 in annual revenue** to the City as we have for the past 4 years. This is also based on the amount of inventory the City uses for space already under commitment and inventory made available to Osik Media for open market sales.
- B. Osik Media will give the City an immediate **\$25,000** up front payment against proposed split as guaranteed revenue against all sales generated from advertising after January 1, 2018

The NET media revenues shall be payable in monthly installments through the end of the advertising contract term on the first day of each month, without set-off, abatement, offset, deduction, notice or demand once the advertising rent has been paid to **Osik Media** by the displayed advertiser and or their contracted agent.

Osik Media assumes all collection responsibilities for the collection of rent on Buses where it advertises.

Goodwill: In the event no commercial advertising is sold Osik will facilitate the installation of promotional copy for programs within the City of Montebello for promotions and initiatives on unsold space at the Cities request.

**EXHIBIT H
Revenue Price Proposal**

**CITY OF MONTEBELLO
ADVERTISING PROGRAM SERVICES
REVENUE PRICE PROPOSAL**

COMPANY NAME:	Osik Media LLC	DATE:	7/18/2017
CONTACT PERSON:	Nicholas Petralia	TITLE:	President
ADDRESS:	100 E Huntington Drive Suite 210, Monrovia, CA 91016		
EMAIL:	npetralia@osikmedia.com	PHONE:	626 796-3070 Direct

THE CITY OF MONTEBELLO (CITY) TO RECEIVE EITHER THE PERCENTAGE OF ACTUAL NET REVENUES OR THE MONTHLY MINIMUM GUARANTEED AMOUNT, WHICHEVER IS GREATER.

	Monthly Estimated Gross Income	Monthly Estimated Expenses	Monthly Estimated Net	Monthly Amount to CITY (____ % of net)	Monthly Net Amount Retained by Proposer	Monthly Minimum Guarantee To CITY
Exterior Advertising	SEE PAGE 12 "COMPENSATION SCHEDULE"			50%	50%	
Interior Advertising						
Other: _____						
Year 1						
Monthly Total						

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, APPROVING AN AGREEMENT WITH OSIK MEDIA, LLC, FOR
ADMINISTRATION OF THE MONTEBELLO BUS LINES' (MBL) ADVERTISING
PROGRAM**

WHEREAS, on June 01, 2017, the City of Montebello Transportation Department issued a Request for Proposals (RFP) for Montebello Bus Lines (MBL) Advertising Program Services; and

WHEREAS, OSIK MEDIA LLC ("OSIK"), MBL's current advertising program service provider, submitted the sole response to the RFP; and

WHEREAS, City staff has determined that Osik is a responsible and responsive proposer for the RFP, and has the requisite knowledge, skill, and experience to provide the professional services required by the City; and

WHEREAS, OSIK's proposed compensation schedule is fair reasonable, and satisfies MBL's review criteria and revenue expectations for the advertising program; and

WHEREAS, there will be no adverse cash flow or financial impact on the City's general fund, and approval of an agreement with OSIK to administer MBL's advertising program will further the best interests of the City and MBL.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, HEREBY DETERMINES, FINDS, AND RESOLVES AS FOLLOWS:**

SECTION 1. That the proposal by OSIK MEDIA LLC in response to the RFP is hereby accepted and approved, and the City Council authorizes the Acting City Manager to execute an agreement consistent therewith between OSIK and the City's behalf in a form approved by the City Attorney.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution, and it shall be effective immediately.

ADOPTED AND APPROVED THIS ____ DAY OF JANUARY, 2018.

CITY OF MONTEBELLO

Vanessa Delgado, Mayor

ATTEST:

By: _____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

**SERVICE AGREEMENT FOR
MONTEBELLO BUS LINES (MBL) ADVERTISING PROGRAM SERVICES
(City of Montebello)**

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2018 (“Effective Date”), by and between the City of Montebello, a municipal corporation (“CITY”) and _____, a California Corporation (“CONTRACTOR”).

RECITALS

- A. CITY desires to utilize the services of CONTRACTOR as an independent contractor to manage the sales, placement, safe removal and disposal of exterior, interior and all other miscellaneous transit platforms of advertising on the CITY owned and operated fixed route buses as well as at the Metro rail stations within the City.
- B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

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

1. Contractor’s Services.

1.1 Scope of Work. CONTRACTOR shall perform the specific work more particularly described in RFP attached hereto and incorporated herein by this reference as though set forth in full., in accordance with the provisions of Request for Proposal (RFP) No. 17-16 and all Addenda.

1.2 RFP No.17-16 and Addenda. CONTRACTOR has confirmed receipt of all Addenda, amending Request for Proposal No. 17-16 (the “RFP”), and CONTRACTOR, in the performance of this Agreement, shall adhere to the RFP and all Addenda provided to CONTRACTOR. The RFP and all Addenda are incorporated herein by this reference as if set forth herein in full.

1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.4 Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City Manager (the "CITY Representative"). For the purposes of this Agreement, the CONTRACTOR Representative shall be _____ (the "CONTRACTOR Representative").

1.5 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Notice to Proceed (NTP) for such services from the CITY Representative, or his or her designee.

2. Term of Agreement. The term of this Agreement shall for Three (3) Years from 2018 to 2019 unless sooner terminated as provided in Section 12 herein. CITY may review CONTRACTOR'S performance under this Agreement.

3. Compensation During the Term of the Agreement, CONTRACTOR shall remit to CITY an advertising fee equal to FIFTY percent (50%) of the Monthly Advertising Revenue (as defined herein), or a minimum monthly guarantee in the amount of \$_____, whichever is greater for the applicable month (hereinafter the "Monthly Fee"). "Monthly Advertising Revenue" shall mean all income actually received by CONTRACTOR from the sale of advertising on the interiors and exteriors of CITY buses during each calendar month of the Agreement.

4. Method of Payment.

4.1 Payments. The Monthly Fee shall be calculated at the end of each calendar month of the Term. CONTRACTOR shall pay to CITY the Monthly Fee within fifteen (15) days after (i) the end of each calendar month; and (ii) the end of the Agreement (each, a "Monthly Fee Payment"). The Monthly Fee Payment shall be accompanied by a statement (i) identifying all advertisers on CITY owned/operated fixed route buses during the previous month, (ii) describing in detail the size of each identified advertiser's advertisement placed on CITY owned/operated fixed route buses and (iii) detailing the Monthly Advertising Revenue. CITY shall review such statements and notify CONTRACTOR within ten (10) business days of any disputed CITY payment amounts.

4.2 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available to CITY for review and audit by CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours.

4.3 Survival. The terms of this Section shall survive the termination of this Agreement until 30 days after all revenues generated by CONTRACTOR to this Agreement is remitted to CITY.

5. Standard of Performance. CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

6. Status as Independent CONTRACTOR. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 6.

7. Confidentiality. CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the expiration or termination of this Agreement. CONTRACTOR's covenant under this Section shall survive the expiration or termination of this Agreement.

8. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall retain the right to perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

9. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts,

errors or omissions of CONTRACTOR, including its officers, agents, employees, subcontractors or any person employed by CONTRACTOR, in the performance of this Agreement. CONTRACTOR shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. CONTRACTOR agrees that CONTRACTOR's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

10.1. CONTRACTOR shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of five hundred thousand dollars (\$500,000) combined single limit coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by successful Proposer, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) automobile liability insurance, with minimum combined single limits coverage of three hundred thousand dollars (\$300,000);

(3) workers' compensation insurance with a minimum limit of one million dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by City Manager or designee in writing.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured's on the policy(ies) as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liabilities arising out of CONTRACTOR's work under this Agreement.

10.2 Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to CITY.

10.3 All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of CITY. The CONTRACTOR is required to file the certificates of insurance with CITY on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

11. Cooperation. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance or services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation, which CITY might require.

12. Termination. Either party may terminate this Agreement without penalty and with or without cause upon thirty (30) calendar days' written notice to other party. Except as otherwise provided under this Agreement, CONTRACTOR shall remit City Payments to CITY on all advertisement revenue generated by CONTRACTOR through the date of termination. CONTRACTOR shall remove and dispose of all exterior advertisements placed on CITY owned/operated fixed route buses by CONTRACTOR within thirty (30) calendar days of the date of termination. CONTRACTOR and CITY shall determine and agree upon the date(s) for removal of the advertisements within this thirty (30) calendar day period. CONTRACTOR shall remit Monthly Fee Payments to CITY pursuant to Section 4 and comply with the payment terms in Section 4 of this Agreement on any Monthly Advertising Revenue received by CONTRACTOR after the date of termination of this Agreement but prior to the end of the thirty (30) calendar day period. Neither party shall have any other claim against the other party by reason of such termination.

13. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses:

If to CITY:	City of Montebello Attn: Assistant City Administrator
With a copy to:	City of Montebello Attn: Director of Montebello Bus Lines
If to CONTRACTOR:	Osik Media LLC

14. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any

employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

15. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or sub-contracting by CONTRACTOR shall be null, void and of no effect.

16. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

17. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

18. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

19. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

20. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF MONTEBELLO

By: _____

Andrew
Pasmant
Acting City Manager

ATTEST:

By: _____

City Clerk
Irma
Barajas

APPROVED AS TO FORM:

Osik Media LLC

By:

City
Attorney

By: _____

Name:

By: _____

Name:

**(Please note, two signatures
required for corporations
pursuant to California
Corporations Code Section 313.)**

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew Pasmant, Acting City Manager
BY: Fernando Pelaez, Fire Chief
SUBJECT: Medical Director for Fire Department Paramedics Program
DATE: January 24, 2018

RECOMMENDATION

It is recommended that the City Council approve a new agreement with Dr. Loza-Gomez as the Medical Director and authorizing physician for the purchase and dispensing of narcotics and devices for Montebello Fire Paramedics Program; and authorized the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

In the past, Los Angeles County Department of Health Services provided narcotics and non-narcotics, including controlled medication and medical devices services. As of 2016, per the Department of Health Services a physician designated by an approved Emergency Medical Services (EMS) Agency is required to provide and coordinate the medical aspects of field care, and oversight of all medications used by fire paramedics including controlled medications.

ANALYSIS

In order to operate as an approved paramedic EMS provider in Los Angeles County, it is required by the EMS Agency to have an authorizing physician to oversee the paramedic program. This physician accepts all responsibility by providing the medical license and DEA number so that we can obtain the narcotics necessary to operate the paramedic program.

This physician meets all the requirements set forth by the County of Los Angeles, EMS Authority and entering into an agreement with her will allow Montebello Fire Department to operate as an approved paramedic EMS provider agency in Los Angeles County.

FISCAL IMPACT

The proposed agreement will be \$2,400 monthly with a total of \$28,800 annually, same as terms as in our prior agreement (Agreement No. 3236). The funding source for this expenditure is within the approved FY 17-18 Fire Department Budget.

SUMMARY

The City Council will consider approval a new agreement with Dr. Loza-Gomez as the Medical Director and authorizing physician for the purchase and dispensing of narcotics and devices for Montebello Fire Paramedics Program; and authorized the Acting City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

1. Proposed New Agreement
2. Drug Authorizing physician for provider agencies
3. Provider Agency Medical Director
4. Previous Agreement No. 3236

PROFESSIONAL SERVICES AGREEMENT

**BY AND BETWEEN THE CITY OF MONTEBELLO
AND
DR. ANGELICA LOZA-GOMEZ, M.D.**

THIS AGREEMENT ("Agreement"), dated as of _____, 2018, is entered into by and between the CITY OF MONTEBELLO, a California municipal corporation ("CITY"), and DR. ANGELICA LOZA-GOMEZ, M.D., an Individual ("CONSULTANT"). CITY and CONSULTANT are at times referred to herein individual as a "PARTY," and jointly as the PARTIES.

RECITALS

A. CITY is a public entity organized and existing under general laws of the State of California.

B. CITY is in need of a consultant to provide Advanced Life Support ("ALS") and emergency medical delivery ("EMS") services in connection with the operation of and services provided by the Montebello Fire Department ("Department").

C. CONSULTANT represents that it possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform such services for the CITY in a professional and competent manner, and CONSULTANT represents that it is, and will continue to be for the term of this Agreement, licensed to practice medicine in the State of California.

D. CONSULTANT desires to furnish and perform such services for CITY, and CITY desires to retain CONSULTANT to furnish and perform such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and adequate consideration, the sufficiency of which is expressly acknowledged by the Parties, CITY and CONSULTANT agree as follows:

1.0 INCORPORATION OF RECITALS

The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the truth and accuracy of Recitals, and expressly incorporate the same as a material part of this Agreement.

2.0 TERM

The term of this Agreement shall not exceed twelve (24) calendar months, commencing on the Effective Date and expiring on _____; unless this Agreement is earlier terminated in accordance with the terms and conditions of this Agreement. The term of this Agreement may only be extended upon the mutual written agreement of the Parties.

3.0 SERVICES

3.1. Scope of Work. CONSULTANT shall provide specialized medical care services required for the operation of Department based Advanced Life Support ("ALS") and related emergency medical delivery services ("EMS"), in strict accordance with and as further described in the Scope of Work set forth in "Exhibit A" to this Agreement and incorporated fully herein by this reference (the "Services" or "Scope of Work").

3.2. Written Authorization.

(A) CONSULTANT shall not alter or make changes to the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides any such additional services or materials without written authorization from the CITY, or if CONSULTANT exceeds the Maximum Cost set forth in Section 7.4 of this Agreement, CONSULTANT does so at its own risk, and no additional compensation or consideration of any kind shall be due or paid by CITY to CONSULTANT for such additional services or materials.

(B) CITY will authorize CONSULTANT to proceed with separate and distinct tasks set forth in the Scope of Work by issuing written "Task Orders." CONSULTANT'S receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. In performing such tasks, CONSULTANT shall not exceed the total Maximum Cost set forth in Section 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. Professional Standard of Care.

During the term of this Agreement:

(A) CONSULTANT and any of its sub-consultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, and by using only professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with the generally accepted professional practices and principles applicable to CONSULTANT'S profession, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work shall conform to and comply with: the requirements of this Agreement, all applicable federal, state, county, local, and CITY laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) In performing the Services, CONSULTANT PARTIES are responsible for making, and shall make, an independent evaluation and judgment of all conditions affecting performance of the Services, including without limitation: site conditions; existing facilities, climate conditions; applicable federal, state, county, local, and CITY laws, rules, regulations, orders, and procedures; and all other performance related contingencies or considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to work performance, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY, and shall not relieve the CONSULTANT PARTIES of their responsibility to make an independent evaluation and exercise independent judgment as set forth in this Paragraph.

(D) When the Scope of Work requires or permits CITY review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility, professional or otherwise, for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care, or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's negligent acts, errors, or omissions, recklessness, willful misconduct, or noncompliance with industry standards or applicable standard of care.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other Services.

4.0 TIME FOR PERFORMANCE

4.1. If the Project Time Schedule calls for performance of the Services in phases or separate increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager, and any individual phase or increment shall be completed within the time set forth in the Project Time Schedule.

4.2. Force Majeure. If an event or condition constituting a "force majeure" prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY shall not be considered in default under Section 13.1 of this Agreement. A delay in performance caused by a "force majeure" event or condition

beyond a PARTY's control shall automatically extend the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign appropriate document acknowledging any extension of time under this Paragraph. For purposes of this Paragraph, "force majeure" includes but is not limited to an act of God, labor dispute, civil unrest, epidemic, or natural disaster.

5.0 PERSONNEL

5.1. Key Personnel. CONSULTANT shall work under the direction of the Department Fire Chief and EMS Battalion Chief. CONSULTANT shall minimize changes to its key personnel, and CITY shall be given advanced notice of any such changes by CONSULTANT. CITY, in its discretion, may request key personnel changes by CONSULTANT and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.2. Use of Agents or Assistants. With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Sub-consultants") that CONSULTANT may deem proper or necessary to aid or assist in the proper performance of the Services. CITY is an intended beneficiary of all Services that the Sub-consultants perform for purposes of establishing a duty of care between the Sub-consultants and CITY. CONSULTANT shall be responsible for the performance of its Sub-consultants in the same manner as if it CONSULTANT had rendered the Services. All costs of the tasks performed or the expenses incurred by Sub-consultants shall be chargeable directly and solely to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.3. Independent Contractor.

(A) CONSULTANT shall be, and CONSULTANT understands and acknowledges that it is, an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing: compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT PARTIES and Sub-consultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as directly specified in this Agreement. CONSULTANT shall treat a provision in this Agreement that appears either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any

obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

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

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

5.4. Non-Discrimination in Employment. CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.5. Disability Access Laws. CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations.

5.6. Prevailing Wage Laws. Services by persons deemed to be employees of CONSULTANT may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT shall be sole responsible for complying with those requirements, as applicable. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.7. Workers' Compensation. CONSULTANT understands and acknowledges that all persons furnishing Services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONSULTANT shall be based upon CONSULTANT's Fee for Service, which is TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400) per calendar month during the term of this Agreement. CONSULTANT shall be liable for and pay for all expenses, including reimbursable or out-of-pocket expenses, which CONSULTANT incurs in performing the Services without additional compensation or payment from the City; except as may otherwise be agreed to in writing.

7.2. Fee. CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the monthly rate specified in "Exhibit C," the TOTAL amount of which is not to exceed TWENTY EIGHT THOUSAND, EIGHT HUNDRED DOLLARS (\$28,800) for the term of this Agreement.

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. Maximum Cost. CONSULTANT expressly acknowledges that the total cost to the City for completing all tasks set forth in "Exhibit A" shall not exceed the payments described in this Section.

7.5. Taxes. CONSULTANT shall pay all applicable federal, state, county, local, and CITY excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services

under this Agreement.

7.6. Invoices. CONSULTANT shall submit an original, itemized invoice to CITY for approval before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY CITY

8.1. During the term of this Agreement, and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of the term, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. Copies of Data. CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. Ownership and Use.

(A) Unless CITY states otherwise in writing, each document, including but not limited to each report, draft, record, drawing, or specification (collectively, "work product"), that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY's exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. Intellectual Property.

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products, in whole or in part, into CONSULTANT's work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or Intellectual property rights, including copyrights that arise from creation of the work under this Agreement, vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. Confidentiality. CONSULTANT shall not use any information that it obtains in connection with performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish, or authorize, permit, or allow others to disclose or publish, data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. Public Records Act.

(A) CONSULTANT acknowledges that this Agreement is a public record.

This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure then:

- (1) CONSULTANT may, when notified by City of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted

records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records, in whole, in part, or redacted, or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST

10.1. CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during the term of this Agreement;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During the term of this Agreement, CONSULTANT will inform CITY of any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of and contain provisions entirely consistent with all of the "Insurance Requirements," which are attached as "Exhibit D" to this Agreement and are fully incorporated herein by this reference.

11.2. This Agreement's insurance provisions: are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law, including, but not limited to, California Civil Code Section 2778, CONSULTANT, its employees, agents, Sub-

consultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against any/or "liability" or "expense" that arises out of, pertains to, or relates to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) "Liability" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "Expense" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory-proceeding, or appeal; ·
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR's defense and indemnification obligations:

(A) Apply to a liability, or an expense, or both, that arises out of, pertains to, or relates to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a liability, or an expense, or both, that arises out of, pertains to, or relates to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a

CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Section 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a liability, or an expense, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Sub-consultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Section.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the liability, or the expense, or both, accrues-or is discovered-before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Section 12.3, this Section's indemnification and defense provisions are separate and independent from the insurance provisions in Section 11. In addition, the indemnification and defense provisions in this Section:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Section 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Section 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. Default.

Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails-whether partially, fully, temporarily, or otherwise to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverage's that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both, whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, process, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew required licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covered condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under Agreement: or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates- whether in whole, in part, temporarily, or otherwise- its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers- whether in whole, in part, temporarily, or otherwise- this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty;

or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. Notice of Default. If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within 30 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. Remedies upon Default. Within 30 days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this-Agreement until such time as CONSULTANT has corrected the Default

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or Violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. Termination for Convenience. Independent of the remedies provided in Section 13.3, CITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-

down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. Interpretation. This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any over page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D.
- (3) Exhibit B.
- (4) Exhibit A.
- (5) Exhibit C.

14.3. Headings. All headings or captions in this Agreement are for Convenience and reference only. They are not intended to define or limit the scope of any Term, condition, or provision.

14.4. Governing Law. California laws shall govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. Waiver of Breach. If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. Attorney's Fees. If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. Further Assurances. CONSULTANT shall promptly:

Upon CITY's request at any time,

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. Assignment.

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest- whether in whole, in part, temporarily, or otherwise- in this Agreement; or
- (2) Delegate a duty or obligation owed-whether in whole, in part, temporarily, or otherwise- under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. Successors and Assigns. Subject to the provisions in Section 14.8,

this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. Time is of the Essence.

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Montebello's Municipal Code or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Montebello, California.

14.11. Recycled Paper. CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. Notices.

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or

(4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving notice.

CITY: City of Montebello
Fire Dept.- EMS Section
600 N. Montebello Blvd.
Montebello, CA 90640
Attn: Fire Chief Fernando Pelaez

Tel. No. (323) 887-4515
Fax. No. (323) 887-4502

CONSULTANT:
Dr. Angelica Loza- Gomez
941 Rose Glen Ave. Rosemead, CA 91770

Tel. No. _____
Fax. No. _____

14.13. Survival. This Paragraph and the obligations set forth in Sections 5, 7, 8, 9, 11, 12, 13, and 14 shall survive this Agreement's expiration, cancellation, or termination.

14.14. Severability. The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. Counterparts. This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. Representations- Authority. The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

(C) They have executed this Agreement on the date opposite their signature.

CITY OF Montebello

By _____
(Name) _____
(Title) _____

Date _____

CONSULTANT

By _____
(Name) _____
(Title) _____

Date _____

EXHIBIT LIST

Exhibit A – Scope of Work

Exhibit B – Project Time Schedule

Exhibit C – Fee Schedule

Exhibit D – Insurance Requirements

EXHIBIT A
Medical Director
Fire Department EMS Advisor

Primary Responsibilities

A) Medical direction and supervision of patient care by:

1. Advising the Department in planning and evaluating the delivery of prehospital medical care by EMT -B 's and Paramedics.
2. Reviewing and approving the medical content of all EMS training performed by the Department and ensuring compliance with continuing education requirements of the State and Local EMS Agency.
3. Review and recommend to the EMS Agency Medical Director any new noninvasive medical monitoring devices under consideration and ensure compliance with State and local regulation.
4. Evaluating conformance with legal documentation requirements of patient care. Participating in direct observation of field responses as needed.
5. Participate as needed with appropriate EMS committees and the local medical community.

B) Audit and evaluation of patient care by:

1. Assisting the Department in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care.
2. Evaluating adherence of the Department medical personnel to medical, policies, procedures and protocols of the Los Angeles County EMS Agency.
3. Coordinating delivery and evaluation of patient care with base and receiving hospitals.

C) Investigation of medical care issues by:

1. Reviewing incidents of unusual or adverse patient outcomes, inadequate performance of EMT personnel and complaints related to the delivery of medical care.
2. Evaluating medical performance, gathering appropriate facts, and when appropriate, forward those facts in writing to the Los Angeles County EMS Agency Medical Director.

Required Skills

A physician designated by the Montebello Fire Department to provide advisement on and coordinate the medical aspects of field care as defined by the Los Angeles County EMS Agency, The Medical Director must:

- A) Be board certified by the American Board of Emergency Medicine.
- B) Be engaged in the clinical practice of emergency medicine.
- C) Attend an EMS system orientation provided by the EMS Agency and participates in a ride along with the Department.
- D) Be familiar with policies, procedures, and protocols of the Los Angeles County EMS Agency.

The medical advisor enhances the quality of Prehospital care by providing medical expertise in all areas specified by the Los Angeles County EMS Agency.

Position Summary

The Medical Director is the key to maintaining a high quality EMS program. He/she insures that systems changes are closely scrutinized to ensure that patient care is not negatively impacted. The Medical Director is responsible for the scientific application and study of Prehospital care within the context of the EMS program and is responsible for conveying the science of EMS to Department personnel to ensure that the program remains medically driven.

EXHIBIT B
[PROJECT TIME SCHEDULE]

EXHIBIT C

[PROJECT FEE SCHEDULE]

Two Thousand Six Hundred Dollars Per Month, not to exceed Twenty Eight Thousand, Eight Hundred Dollars for any calendar Year during the Term of this Agreement

EXHIBIT D

INSURANCE REQUIREMENTS

1.0 GENERAL REQUIREMENTS

1.1 At all times the insurance company issuing the policy must meet all three of these requirements:

(A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "list of Surplus line Insurers" ("LESLI");

(B) It must be domiciled within, and organized under the laws of, a State of the United States; and

(C) It must Carry a minimum A.M. Best Company Financial Strength Rating of "A: VIII," or better.

1.2 If the agreement requires any of the foregoing insurance coverage's to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY- With the final Application for Payment- all certificates and additional insured endorsements Evidencing the coverage's' continuation.

1.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

(A) The amount of the deductible, or self-insured retention, or both;

(B) Whether a limit or insurance has been lowered by any pending or paid claim; and

(C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT's insurance policy:

(A) If CONSULTANT's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insured's, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:

(1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and

(2) Defend- and pay the costs of defending- CITY, or its representatives, or both;

(B) CONSULTANT's insurance is primary;

(C) Other insurances (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT's insurance;

(D) CITY's insurance, or self-insurance, or both, will not contribute with CONSULTANT's insurance policy;

(E) CONSULTANT and CONSULTANT's insurance company waive- and shall not exercise- any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;

(F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insured's will not increase an insurance company's limits of liability;

(G)CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

(H)CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

(A) Review this Agreement insurance coverage requirements; or

(B) Require that CONSULTANT:

(1) Obtain and maintain less insurance depending on CITY's assessment of any one or more of the following factors:

(a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;

(b) The nature or number of accidents, claims or lawsuits arising out of, or in any way connected with the services of CONSULTANT under this Agreement; or

(2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for Liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suite arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Projects' commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy, which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required- including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program- all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs or uses a Sub-consultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Sub-consultant:

(A) Delivers to CITY- for its review, or approval, or both- all insurance policies, certificates, and endorsements that this Agreement requires; and

(B) Furnishes CITY, at any time upon its request, with a complete copy of the Sub-consultant's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or

suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

2.0 CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

2.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

(A) A "certificate of insurance" for each required liability insurance coverage:

(B) CITY's "General Liability/Automobile Liability Special Endorsement" form (L-15), unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Business owners Liability coverage, or Automobile Liability coverage;

(C) A subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others, for Commercial General Liability coverage or Business owners Liability Coverage;

(D) A "certificate of insurance" for Workers' Compensation insurance; or

If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure from the State of California; or

If CONSULTANT is lawfully exempt from worker's compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;

(E) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and

(F) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

2.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an

endorsement's form and content, or both.

3.0 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

3.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

4.0 "PROFESSIONAL LIABILITY" INSURANCE

**** It should state that the City has agreed to purchase and pay for professional Medical Mal-Practice Insurance for the Consultant. **

4.1 Without limiting CONSULTANT's liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

4.2 The Professional Liability policy must:

- (A) Include "errors and omissions" coverage or "malpractice" coverage;
- (B) Afford "practice specific" or "project specific" coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT's Sub-consultant(s);
 - (3) Anyone whom CONSULTANT or its Sub-consultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Sub-consultant(s) may be liable;

And

(E) Provide coverage for:

(1) The duration of this Agreement; and

(2) At least three (3) years after the Project's completion:

(a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature- to allow CITY to report a claim- for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or

(b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

4.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

4.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

5.0 "WORKERS' COMPENSATION" INSURANCE

5.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain- and shall require each of its Sub-consultants to obtain and maintain- for the duration of this Agreement:

(A) Complete Workers' Compensation insurance, meeting or exceeding the coverage's and amounts that California law requires; and

(B) Employer's Liability insurance in an amount not less than:

(1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily

injury or disease;

(2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and

(3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

5.2 CONSULTANT shall provide CITY with a "certificate of insurance" and a subrogation endorsement, "Waiver of Our Right to Recover From Others"- on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative- which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

5.3 CITY shall not be liable to CONSULTANT's personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT's failure to comply with this Agreement's workers' compensation insurance requirements.

6.0 "COMMERCIAL GENERAL LIABILITY" OR "BUSINESS OWNERS LIABILITY" INSURANCE

-Not Required-

6.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain- and shall require each of its Sub-consultant's to obtain and maintain- a "Commercial General Liability" or a "Business owners Liability" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Montebello and its officers, agents, employees, and representatives as additional insured's.

6.2 The liability insurance must include all major divisions of coverage and must cover:

(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;

(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;

(C) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and

(D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit

6.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground ["X, C, U"] Coverage's as applicable);
- (B) Independent Contractors' Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) Years after recordation of Notice of Completion);
- (D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage

6.4 CONSULTANT shall provide CITY with a "certificate of insurance," an "additional insured endorsement," and a subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others"- on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative-, which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

6.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Montebello and its officers, agents, employees, and representatives are included as additional insured's under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of- and will not contribute with- this insurance. This insurance applies separately to each insured or additional insured that is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.

7.0 "BUSINESS AUTOMOBILE" LIABILITY INSURANCE- Not Required

7.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain- and shall require each of its Sub-consultant's to obtain and maintain- a "Business Automobile" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and Verdugo Fire Communications and its officers, agents, employees, and representatives as additional insured's.

7.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;

(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or

(C) TWO MILLION DOLLARS (\$2,000,000) combined single limit ("CSL").

7.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

7.4 CONSULTANT shall provide CITY with a "certificate of insurance" and an "additional insured endorsement"- on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance-carrier or its authorized representative._which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

7.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Montebello and its officers, agents, employees, and representatives are included as additional insured's under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of- and will not contribute with- this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: **DRUG AUTHORIZING PHYSICIAN FOR
PROVIDER AGENCIES**

REFERENCE NO. 410

PURPOSE: To provide an orientation for physicians who agree to authorize the purchase of drugs, medical devices and controlled substances for a paramedic provider agency.

AUTHORITY: Health & Safety Code 1797, et seq.
Title 22, California Code of Regulations, Section 100169(a)(1), 100145(c)

DEFINITION:

Drug Authorizing Physician: A physician who utilizes their medical license and Drug Enforcement Administration (DEA) number to purchase drugs, medical devices and controlled substances for an approved EMS provider agency in Los Angeles County. This role is primarily limited to drug purchases and they are not required to meet the criteria for Provider Agency Medical Director.

Provider Agency Medical Director: A physician designated by an approved EMS Provider Agency to provide medical oversight of field care and who meets the criteria outlined in Reference No. 411. A Provider Agency Medical Director may also agree to act as a Drug Authorizing Physician.

Controlled Drugs: A controlled substance is any drug defined in the categories of the Controlled Substances Act of 1970 including opium and its derivatives, hallucinogens, depressants, and stimulants. In Los Angeles County, the provider agency controlled drugs are outlined in Reference No. 702, Controlled Drugs Carried on ALS Units.

PRINCIPLES:

1. Provider agencies may obtain controlled substances from a physician who agrees to authorize the procurement of controlled substances under their DEA registration.
2. Drug Authorizing Physicians understand shall sign Reference 410.1 to acknowledge in writing that they are responsible for purchasing, storing, and distributing controlled drugs for the provider agency in accordance with Reference No. 702, Controlled Drugs Carried on ALS Units.
3. The controlled drugs purchased by the Drug Authorizing Physician are restricted to those listed in Ref. No. 703 ALS Unit Inventory.

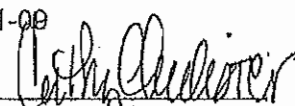
POLICY:

- I. Procedure to Become a Drug Authorizing Physician for Provider Agencies

EFFECTIVE: 12-1-09
REVISED: 12-15-14
SUPERSEDES: 12-1-09

PAGE 1 OF 3

APPROVED:


Director, EMS Agency


Medical Director, EMS Agency

SUBJECT: DRUG AUTHORIZING PHYSICIAN FOR
PROVIDER AGENCIES

REFERENCE NO. 410

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- A. The provider agency shall submit a letter, on departmental letterhead, of intent to purchase drugs, medical devices, and controlled drugs under a Drug Authorizing Physician to include:
1. The name of the physician who will assume this responsibility.
 2. The proposed date of the changeover from the EMS Agency Medical Director to the Drug Authorizing Physician.
 3. A signed Confirmation of Agreement to Purchase Drugs and Medical Supplies (Ref. No. 410.1).
 4. A narcotic policy revised to indicate how controlled drugs will be purchased and stored under the Drug Authorizing Physician in accordance with Federal and State regulations.
 5. The name, address, and telephone number of the key contact for the controlled substance supplier.
- B. The following must take place prior to the change from the EMS Agency Medical Director to the Drug Authorizing Physician:
1. The Drug Authorizing Physician shall meet with the EMS Agency Medical Director.
 2. The provider agency shall return any drugs previously obtained at a County Hospital pharmacy to the issuing pharmacy.
 3. EMS Agency staff will conduct a site visit to assess controlled drug storage and security.
- II. Procedure for Returning Controlled Substances Previously Issued by a County Hospital Pharmacy:
- A. The provider agency shall fax the controlled drug logs showing the current inventory levels to the Prehospital Care Section of the EMS Agency at (562) 946-6594.
- B. EMS Agency staff will review the logs and contact the issuing pharmacy to arrange a mutually agreed-upon date and time for the provider agency to return the drugs.
- C. Once the logs are reviewed and validated, EMS Agency staff will give the provider agency the documentation needed to return the controlled substances. This authorization will also serve as notification to the County pharmacy to delete the provider agency from the list of those approved to obtain controlled substances.

SUBJECT: **DRUG AUTHORIZING PHYSICIAN FOR
PROVIDER AGENCIES**

REFERENCE NO. 410

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- D. The provider agency will return the drugs to the issuing pharmacy along with any blue copies of the EMS Report Form needed to account for drugs not in inventory due to administration in the field.

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 410.1, **Drug Authorizing Physician Confirmation of Agreement Form**

Ref. No. 411, **Provider Agency Medical Director**

Ref. No. 702, **Controlled Drugs Carried on ALS Units**

Ref. No. 703, **ALS Unit Inventory**

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: PROVIDER AGENCY MEDICAL DIRECTOR

REFERENCE NO. 411

PURPOSE: To describe the role and responsibilities of Medical Directors of approved Los Angeles County Emergency Medical Services (EMS) Provider Agencies.

DEFINITION:

Provider Agency Medical Director: A physician designated by an approved EMS Provider Agency to provide advice and coordinate the medical aspects of field care, to provide oversight of all medications utilized by EMTs and paramedics including controlled medications, and to oversee the provider's quality improvement process, as defined by the Los Angeles County EMS Agency

Requirements for the Provider Agency Medical Director include but are not limited to the following:

1. Board eligible or certified by the American Board of Emergency Medicine
2. Engaged in the practice, supervision, or teaching of emergency medicine and/or EMS.
3. Knowledgeable on the current policies, procedures, and protocols of the Los Angeles County EMS Agency
4. Attend an EMS system orientation provided by the EMS Agency and participate in a field care observation (ride-along) with the sponsoring agency.

PRINCIPLE: Medical Directors enhance the quality of prehospital care by providing medical expertise in EMS and serve as a liaison between the EMS Agency Medical Director, hospitals, and other Provider Agency Medical Directors to ensure the delivery of safe and effective medical care.

ROLE AND RESPONSIBILITIES OF THE PROVIDER AGENCY MEDICAL DIRECTOR

- I. Medical Direction and Supervision of Patient Care
 - A. Advises the provider agency in planning and evaluating the delivery of prehospital medical care by EMTs and paramedics.
 - B. Reviews and approves the medical content of all EMS training performed by the provider agency and ensures compliance with continuing education requirements of the State and local EMS Agency.
 - C. Reviews and approves the medical components of the provider agency's dispatch system.
 - D. Assists in the development of procedures to optimize patient care.

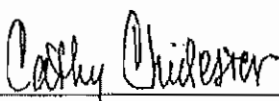
EFFECTIVE: 02-01-1994

REVISED: 10-01-17

SUPERSEDES: 07-01-13

PAGE 1 OF 3

APPROVED:


Director, EMS Agency


Medical Director, EMS Agency

- E. Reviews and recommends to the EMS Agency Medical Director any new medical monitoring devices under consideration and ensures compliance with State and local regulation.
 - F. Evaluates compliance with the legal documentation requirements of patient care.
 - G. Participates in direct observation of field responses as needed. Medical direction during a direct field observation may be provided by the Provider Agency Medical Director in lieu of the base hospital under the following conditions:
 - 1. The EMTs, paramedics, and Provider Agency Medical Director on scene must be currently employed by, or contracted with, the same provider agency.
 - 2. If base contact has already been established, the Provider Agency Medical Director may assume medical direction of patient care. The base hospital shall be informed that the Provider Agency Medical Director is on scene. They are not required to accompany the patient to the hospital.
 - 3. EMS personnel shall document the involvement of the Provider Agency Medical Director on the EMS Report Form when orders are given.
 - 4. The receiving hospital shall be notified of all patients whose field care is directed by a Provider Agency Medical Director.
 - H. Participates as needed with appropriate EMS committees and the local medical community. Attend at least 50% of the Medical Advisory Council meetings or delegate a designee.
 - I. Ensures provider agency compliance with Los Angeles County EMS Agency controlled substance policies and procedures.
- II. Audit and Evaluation of Patient Care
- A. Assist the provider agency in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
 - B. Evaluates the adherence of provider agency medical personnel to medical policies, procedures and protocols of the Los Angeles County EMS Agency.
 - C. Coordinates delivery and evaluation of patient care with base and receiving hospitals.

III. Investigation of Medical Care Issues

- A. Reviews incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel, and complaints related to the delivery of medical care.
- B. Evaluates medical performance, gathers appropriate facts and, as needed, forwards those facts in writing to the Los Angeles County EMS Agency Medical Director.
- C. Ensures that appropriate actions are taken on cases with patient care issues with adverse outcomes, e.g., training, counseling, etc.

CROSS REFERENCE:

Prehospital Care Manual:

Reference No. 214, **Base Hospital and Provider Agency Reporting Responsibilities**

Reference No. 414, **Registered Nurse/Respiratory Specialty Care Transport Provider**

Reference No. 816, **Physician at the Scene**

Reference No. 701, **Supply and Resupply of Designated EMS Provider Units/Vehicles**

Reference No. 702, **Controlled Drugs Carried on ALS Units**

Angelica Loza-Gomez, MD
Medical Director, Montebello Fire Department

Primary Responsibilities:

- A. Medical Direction and supervision of patient care by advising the department in planning and evaluating the delivery of prehospital medical care by EMT-B and paramedics.
- B. Reviewing and approving the medical content of all the EMS training performed by the department and ensuring compliance with continuing education requirements of the State and Local EMS agency
- C. Review and recommend to the EMS Agency Medical Director any new noninvasive medical monitoring device under consideration and ensure compliance with state and local regulation
- D. Evaluating conformance with legal documentation requirements of patient care. Participating in direct observation of field responses as needed.
- E. Participate as needed with appropriate EMS committees and the local medical community
- F. Assist the department in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care
- G. Evaluating adherence of the department medical personnel to medical, policies, procedures, and protocols of the Los Angeles County EMS Agency
- H. Coordinating delivery and evaluation of patient care with base and receiving hospitals
- I. Reviewing incidents of unusual or adverse patient outcomes, inadequate performance of EMT personnel and complaints related to the delivery of medical care
- J. Evaluating medical performance, gathering appropriate facts, and when appropriate, forward those facts in writing to the Los Angeles County EMS Agency Medical Director

Required Skills:

Please see DHS medical director requirements attached.

In addition to my residency training in Emergency Medicine and my Board Certification, I have extra EMS training. I completed a focused EMS fellowship at the University of California, Irvine. I am in the process of becoming Board Certified for the EMS sub-specialty. I currently work at the LAC+USC emergency department where I oversee the EMS Base Station, I provide EMS education to the faculty and residents. I am currently running research projects in the field of EMS, thus leading the scientific study of paramedic and EMT skills. I have a fundamental relationship with the DHS Medical Director and take part in the Medical Advisory Committee for regulatory decision making in Los Angeles County.

PROFESSIONAL SERVICES AGREEMENT

**BY AND BETWEEN THE CITY OF MONTEBELLO
AND
DR. ANGELICA LOZA-GOMEZ, M.D.**

THIS AGREEMENT ("Agreement"), dated as of January 1, 2017, is entered into by and between the CITY OF MONTEBELLO, a California municipal corporation ("CITY"), and DR. ANGELICA LOZA-GOMEZ, M.D., an Individual ("CONSULTANT"). CITY and CONSULTANT are at times referred to herein individual as a "PARTY," and jointly as the PARTIES.

RECITALS

A. CITY is a public entity organized and existing under general laws of the State of California.

B. CITY is in need of a consultant to provide Advanced Life Support ("ALS") and emergency medical delivery ("EMS") services in connection with the operation of and services provided by the Montebello Fire Department ("Department").

C. CONSULTANT represents that it possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform such services for the CITY in a professional and competent manner, and CONSULTANT represents that it is, and will continue to be for the term of this Agreement, licensed to practice medicine in the State of California.

D. CONSULTANT desires to furnish and perform such services for CITY, and CITY desires to retain CONSULTANT to furnish and perform such services, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and adequate consideration, the sufficiency of which is expressly acknowledged by the Parties, CITY and CONSULTANT agree as follows:

1.0 INCORPORATION OF RECITALS

The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the truth and accuracy of Recitals, and expressly incorporate the same as a material part of this Agreement.

2.0 TERM

The term of this Agreement shall not exceed twelve (12) calendar months, commencing on January 1, 2017, and expiring on December 31, 2017; unless this Agreement is earlier terminated in accordance with the terms and conditions of this Agreement. The term of this Agreement may only be extended upon the mutual written agreement of the Parties.

3.0 SERVICES

3.1. Scope of Work. CONSULTANT shall provide specialized medical care services required for the operation of Department based Advanced Life Support ("ALS") and related emergency medical delivery services ("EMS"), in strict accordance with and as further described in the Scope of Work set forth in "Exhibit A" to this Agreement and incorporated fully herein by this reference (the "Services" or "Scope of Work").

3.2. Written Authorization.

(A) CONSULTANT shall not alter or make changes to the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides any such additional services or materials without written authorization from the CITY, or if CONSULTANT exceeds the Maximum Cost set forth in Section 7.4 of this Agreement, CONSULTANT does so at its own risk, and no additional compensation or consideration of any kind shall be due or paid by CITY to CONSULTANT for such additional services or materials.

(B) CITY will authorize CONSULTANT to proceed with separate and distinct tasks set forth in the Scope of Work by issuing written "Task Orders." CONSULTANT'S receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. In performing such tasks, CONSULTANT shall not exceed the total Maximum Cost set forth in Section 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. Professional Standard of Care.

During the term of this Agreement:

(A) CONSULTANT and any of its sub-consultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, and by using only professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with the generally accepted professional practices and principles applicable to CONSULTANT'S profession, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work shall conform to and comply with: the requirements of this Agreement, all applicable federal, state, county, local, and CITY laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) In performing the Services, CONSULTANT PARTIES are responsible for making, and shall make, an independent evaluation and judgment of all conditions affecting performance of the Services, including without limitation: site conditions; existing facilities, climate conditions; applicable federal, state, county, local, and CITY laws, rules, regulations, orders, and procedures; and all other performance related contingencies or considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to work performance, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY, and shall not relieve the CONSULTANT PARTIES of their responsibility to make an independent evaluation and exercise independent judgment as set forth in this Paragraph.

(D) When the Scope of Work requires or permits CITY review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility, professional or otherwise, for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care, or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's negligent acts, errors, or omissions, recklessness, willful misconduct, or noncompliance with industry standards or applicable standard of care.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other Services.

4.0 TIME FOR PERFORMANCE

4.1. If the Project Time Schedule calls for performance of the Services in phases or separate increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager, and any individual phase or increment shall be completed within the time set forth in the Project Time Schedule.

4.2. Force Majeure. If an event or condition constituting a "force majeure" prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY shall not be considered in default under Section 13.1 of this Agreement. A delay in performance caused by a "force majeure" event or condition

beyond a PARTY's control shall automatically extend the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign appropriate document acknowledging any extension of time under this Paragraph. For purposes of this Paragraph, "force majeure" includes but is not limited to an act of God, labor dispute, civil unrest, epidemic, or natural disaster.

5.0 PERSONNEL

5.1. Key Personnel. CONSULTANT shall work under the direction of the Department Fire Chief and EMS Battalion Chief. CONSULTANT shall minimize changes to its key personnel, and CITY shall be given advanced notice of any such changes by CONSULTANT. CITY, in its discretion, may request key personnel changes by CONSULTANT and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.2. Use of Agents or Assistants. With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Sub-consultants") that CONSULTANT may deem proper or necessary to aid or assist in the proper performance of the Services. CITY is an intended beneficiary of all Services that the Sub-consultants perform for purposes of establishing a duty of care between the Sub-consultants and CITY. CONSULTANT shall be responsible for the performance of its Sub-consultants in the same manner as if it CONSULTANT had rendered the Services. All costs of the tasks performed or the expenses incurred by Sub-consultants shall be chargeable directly and solely to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.3. Independent Contractor.

(A) CONSULTANT shall be, and CONSULTANT understands and acknowledges that it is, an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing: compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT PARTIES and Sub-consultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as directly specified in this Agreement. CONSULTANT shall treat a provision in this Agreement that appears either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any

obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

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

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

5.4. Non-Discrimination in Employment. CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.5. Disability Access Laws. CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations.

5.6. Prevailing Wage Laws. Services by persons deemed to be employees of CONSULTANT may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT shall be sole responsible for complying with those requirements, as applicable. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.7. Workers' Compensation. CONSULTANT understands and acknowledges that all persons furnishing Services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONSULTANT shall be based upon CONSULTANT's Fee for Service, which is TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400) per calendar month during the term of this Agreement. CONSULTANT shall be liable for and pay for all expenses, including reimbursable or out-of-pocket expenses, which CONSULTANT incurs in performing the Services without additional compensation or payment from the City; except as may otherwise be agreed to in writing.

7.2. Fee. CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the monthly rate specified in "Exhibit C," the TOTAL amount of which is not to exceed TWENTY EIGHT THOUSAND, EIGHT HUNDRED DOLLARS (\$28,800) for the term of this Agreement.

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. Maximum Cost. CONSULTANT expressly acknowledges that the total cost to the City for completing all tasks set forth in "Exhibit A" shall not exceed the payments described in this Section.

7.5. Taxes. CONSULTANT shall pay all applicable federal, state, county, local, and CITY excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services

under this Agreement.

7.6. Invoices. CONSULTANT shall submit an original, itemized invoice to CITY for approval before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY CITY

8.1. During the term of this Agreement, and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of the term, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. Copies of Data. CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. Ownership and Use.

(A) Unless CITY states otherwise in writing, each document, including but not limited to each report, draft, record, drawing, or specification (collectively, "work product"), that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY's exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. Intellectual Property.

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products, in whole or in part, into CONSULTANT's work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or Intellectual property rights, including copyrights that arise from creation of the work under this Agreement, vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. Confidentiality. CONSULTANT shall not use any information that it obtains in connection with performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish, or authorize, permit, or allow others to disclose or publish, data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. Public Records Act.

(A) CONSULTANT acknowledges that this Agreement is a public record.

This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure then:

- (1) CONSULTANT may, when notified by City of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted

records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records, in whole, in part, or redacted, or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST

10.1. CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during the term of this Agreement;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During the term of this Agreement, CONSULTANT will inform CITY of any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of and contain provisions entirely consistent with all of the "Insurance Requirements," which are attached as "Exhibit D" to this Agreement and are fully incorporated herein by this reference.

11.2. This Agreement's insurance provisions: are separate and independent from the indemnification and defense provisions in **Article 12 of the Agreement**; and do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law, including, but not limited to, California Civil Code Section 2778, CONSULTANT, its employees, agents, Sub-

consultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against any/or "liability" or "expense" that arises out of, pertains to, or relates to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) "Liability" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "Expense" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory-proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR's defense and indemnification obligations:

(A) Apply to a liability, or an expense, or both, that arises out of, pertains to, or relates to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a liability, or an expense, or both, that arises out of, pertains to, or relates to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a

CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Section 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a liability, or an expense, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Sub-consultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Section.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the liability, or the expense, or both, accrues-or is discovered-before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Section 12.3, this Section's indemnification and defense provisions are separate and independent from the insurance provisions in Section 11. In addition, the indemnification and defense provisions in this Section:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Section 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Section 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. Default.

Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails-whether partially, fully, temporarily, or otherwise to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverage's that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both, whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew required licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive or dangerous act while performing the Services under Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates- whether in whole, in part, temporarily, or otherwise- its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers- whether in whole, in part, temporarily, or otherwise- this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty;

or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. Notice of Default. If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within 30 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. Remedies upon Default. Within 30 days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this-Agreement until such time as CONSULTANT has corrected the Default

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or Violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. Termination for Convenience. Independent of the remedies provided in Section 13.3, CITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-

down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. Interpretation. This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any over page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D.
- (3) Exhibit B.
- (4) Exhibit A.
- (5) Exhibit C.

14.3. Headings. All headings or captions in this Agreement are for Convenience and reference only. They are not intended to define or limit the scope of any Term, condition, or provision.

14.4. Governing Law. California laws shall govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. Waiver of Breach. If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. Attorney's Fees. If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

- (A) Practice in a law firm located in Los Angeles County; and
- (B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. Further Assurances. CONSULTANT shall promptly:

Upon CITY's request at any time,

- (A) Take further necessary action; and
- (B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. Assignment.

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest- whether in whole, in part, temporarily, or otherwise- in this Agreement; or
- (2) Delegate a duty or obligation owed-whether in whole, in part, temporarily, or otherwise- under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. Successors and Assigns. Subject to the provisions in Section 14.8,

this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. Time is of the Essence.

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Montebello's Municipal Code or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Montebello, California.

14.11. Recycled Paper. CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. Notices.

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or

(4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving notice.

CITY: City of Montebello
Fire Dept.- EMS Section
600 N. Montebello Blvd.
Montebello, CA 90640
Attn: Battalion Chief Dan France

Tel. No. (323) 887-4517
Fax. No. (323) 887-4502

CONSULTANT:
Dr. Angelica Loza- Gomez
941 Rose Glen Ave. Rosemead, CA 91770

Tel. No. _____
Fax. No. _____

14.13. Survival. This Paragraph and the obligations set forth in Sections 5, 7, 8, 9, 11, 12, 13, and 14 shall survive this Agreement's expiration, cancellation, or termination.

14.14. Severability. The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. Counterparts. This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. Representations- Authority. The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

(C) They have executed this Agreement on the date opposite their signature.

CITY OF Montebello

By *Francesca Tucker-Schuyler*
(Name) FRANCESCA TUCKER-SCHUYLER
(Title) CITY MANAGER

Date 11/10/16

CONSULTANT

By *Angelica Loza-Gomez*
(Name) Angelica Loza-Gomez
(Title) Medical Director

Date 1/16/17

EXHIBIT LIST

- Exhibit A – Scope of Work
- Exhibit B – Project Time Schedule
- Exhibit C – Fee Schedule
- Exhibit D – Insurance Requirements

EXHIBIT A
Medical Director
Fire Department EMS Advisor

Primary Responsibilities

A) Medical direction and supervision of patient care by:

1. Advising the Department in planning and evaluating the delivery of prehospital medical care by EMT -B 's and Paramedics.
2. Reviewing and approving the medical content of all EMS training performed by the Department and ensuring compliance with continuing education requirements of the State and Local EMS Agency.
3. Review and recommend to the EMS Agency Medical Director any new noninvasive medical monitoring devices under consideration and ensure compliance with State and local regulation.
4. Evaluating conformance with legal documentation requirements of patient care. Participating in direct observation of field responses as needed.
5. Participate as needed with appropriate EMS committees and the local medical community.

B) Audit and evaluation of patient care by:

1. Assisting the Department in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care.
2. Evaluating adherence of the Department medical personnel to medical, policies, procedures and protocols of the Los Angeles County EMS Agency.
3. Coordinating delivery and evaluation of patient care with base and receiving hospitals.

C) Investigation of medical care issues by:

1. Reviewing incidents of unusual or adverse patient outcomes, inadequate performance of EMT personnel and complaints related to the delivery of medical care.
2. Evaluating medical performance, gathering appropriate facts, and when appropriate, forward those facts in writing to the Los Angeles County EMS Agency Medical Director.

Required Skills

A physician designated by the Montebello Fire Department to provide advisement on and coordinate the medical aspects of field care as defined by the Los Angeles County EMS Agency, The Medical Director must:

- A) Be board certified by the American Board of Emergency Medicine.
- B) Be engaged in the clinical practice of emergency medicine.
- C) Attend an EMS system orientation provided by the EMS Agency and participates in a ride along with the Department.
- D) Be familiar with policies, procedures, and protocols of the Los Angeles County EMS Agency.

The medical advisor enhances the quality of Prehospital care by providing medical expertise in all areas specified by the Los Angeles County EMS Agency.

Position Summary

The Medical Director is the key to maintaining a high quality EMS program. He/she insures that systems changes are closely scrutinized to ensure that patient care is not negatively impacted. The Medical Director is responsible for the scientific application and study of Prehospital care within the context of the EMS program and is responsible for conveying the science of EMS to Department personnel to ensure that the program remains medically driven.

EXHIBIT B
[PROJECT TIME SCHEDULE]

EXHIBIT C

[PROJECT FEE SCHEDULE]

Two Thousand Four Hundred Dollars Per Month, not to exceed Twenty Eight Thousand, Eight Hundred Dollars for any calendar Year during the Term of this Agreement

EXHIBIT D

INSURANCE REQUIREMENTS

1.0 GENERAL REQUIREMENTS

1.1 At all times the insurance company issuing the policy must meet all three of these requirements:

(A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "list of Surplus line Insurers" ("LESLI");

(B) It must be domiciled within, and organized under the laws of, a State of the United States; and

(C) It must Carry a minimum A.M. Best Company Financial Strength Rating of "A: VIII," or better.

1.2 If the agreement requires any of the foregoing insurance coverage's to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY- With the final Application for Payment- all certificates and additional insured endorsements Evidencing the coverage's' continuation.

1.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

(A) The amount of the deductible, or self-insured retention, or both;

(B) Whether a limit or insurance has been lowered by any pending or paid claim; and

(C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT's insurance policy:

(A) If CONSULTANT's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insured's, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:

(1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and

(2) Defend- and pay the costs of defending- CITY, or its representatives, or both;

(B) CONSULTANT's insurance is primary;

(C) Other insurances (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT's insurance;

(D) CITY's insurance, or self-insurance, or both, will not contribute with CONSULTANT's insurance policy;

(E) CONSULTANT and CONSULTANT's insurance company waive- and shall not exercise- any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;

(F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insured's will not increase an insurance company's limits of liability;

(G)CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

(H)CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

(A) Review this Agreement insurance coverage requirements; or

(B) Require that CONSULTANT:

(1) Obtain and maintain less insurance depending on CITY's assessment of any one or more of the following factors:

(a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;

(b) The nature or number of accidents, claims or lawsuits arising out of, or in any way connected with the services of CONSULTANT under this Agreement; or

(2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for Liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suite arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Projects' commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy, which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required- including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program- all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs or uses a Sub-consultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Sub-consultant:

(A) Delivers to CITY- for its review, or approval, or both- all insurance policies, certificates, and endorsements that this Agreement requires; and

(B) Furnishes CITY, at any time upon its request, with a complete copy of the Sub-consultant's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or

suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

2.0 CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

2.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

(A) A "certificate of insurance" for each required liability insurance coverage;

(B) CITY's "General Liability/Automobile Liability Special Endorsement" form (L-15), unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Business owners Liability coverage, or Automobile Liability coverage;

(C) A subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others, for Commercial General Liability coverage or Business owners Liability Coverage;

(D) A "certificate of insurance" for Workers' Compensation insurance; or

If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure from the State of California; or

If CONSULTANT is lawfully exempt from worker's compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;

(E) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and

(F) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

2.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an

endorsement's form and content, or both.

3.0 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

3.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

4.0 "PROFESSIONAL LIABILITY" INSURANCE

**** It should state that the City has agreed to purchase and pay for professional Medical Mal-Practice Insurance for the Consultant. **

4.1 Without limiting CONSULTANT's liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

4.2 The Professional Liability policy must:

- (A) Include "errors and omissions" coverage or "malpractice" coverage;
- (B) Afford "practice specific" or "project specific" coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT's Sub-consultant(s);
 - (3) Anyone whom CONSULTANT or its Sub-consultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Sub-consultant(s) may be liable;

And

(E) Provide coverage for:

(1) The duration of this Agreement; and

(2) At least three (3) years after the Project's completion:

(a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature- to allow CITY to report a claim- for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or

(b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

4.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

4.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

5.0 "WORKERS' COMPENSATION" INSURANCE

5.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain- and shall require each of its Sub-consultants to obtain and maintain- for the duration of this Agreement:

(A) Complete Workers' Compensation insurance, meeting or exceeding the coverage's and amounts that California law requires; and

(B) Employer's Liability insurance in an amount not less than:

(1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily

injury or disease;

(2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and

(3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

5.2 CONSULTANT shall provide CITY with a "certificate of insurance" and a subrogation endorsement, "Waiver of Our Right to Recover From Others"- on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative- which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

5.3 CITY shall not be liable to CONSULTANT's personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT's failure to comply with this Agreement's workers' compensation insurance requirements.

6.0 "COMMERCIAL GENERAL LIABILITY" OR "BUSINESS OWNERS LIABILITY" INSURANCE

-Not Required-

6.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain- and shall require each of its Sub-consultant's to obtain and maintain- a "Commercial General Liability" or a "Business owners Liability" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Montebello and its officers, agents, employees, and representatives as additional insured's.

6.2 The liability insurance must include all major divisions of coverage and must cover:

(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;

(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;

(C) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and

(D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit

6.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground ["X, C, U"] Coverage's as applicable);
- (B) Independent Contractors' Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) Years after recordation of Notice of Completion);
- (D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage

6.4 CONSULTANT shall provide CITY with a "certificate of insurance," an "additional insured endorsement," and a subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others"- on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative-, which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

6.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Montebello and its officers, agents, employees, and representatives are included as additional insured's under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of- and will not contribute with- this insurance. This insurance applies separately to each insured or additional insured that is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.

7.0 "BUSINESS AUTOMOBILE" LIABILITY INSURANCE- Not Required

7.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain- and shall require each of its Sub-consultant's to obtain and maintain- a "Business Automobile" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and Verdugo Fire Communications and its officers, agents, employees, and representatives as additional insured's.

7.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;

(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or

(C) TWO MILLION DOLLARS (\$2,000,000) combined single limit ("CSL").

7.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

7.4 CONSULTANT shall provide CITY with a "certificate of insurance" and an "additional insured endorsement"- on forms satisfactory to the City Attorney or City's Risk Manager, and

--Signed by the insurance-carrier or its authorized representative,--which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

7.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Montebello and its officers, agents, employees, and representatives are included as additional insured's under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of- and will not contribute with- this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: AUTHORIZATION FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM, CALIFORNIA TRANSIT ASSISTANCE FUND, ACCOUNT BOND PROGRAM

DATE: January 24, 2018

RECOMMENDATION

That City Council adopt a resolution appointing the Acting City Manager as City official with the authority to execute Certifications and Assurances for the California Transit Security Grant Program (CTSGP), California Transit Assistance Fund (CTAF), and account bond program administered by the California Governor's Office Emergency Services (Cal OES).

BACKGROUND

The City of Montebello is an eligible project sponsor and may receive state funding from the California Governor's Office Emergency Services (Cal OES), California Transit Security Grant Program (CTSGP) account bond program for transit projects now and in the future.

The City has been appropriated \$151,698 for eligible transit projects for the current fiscal year. Projects eligible for funding including transit capital projects completed for any of the following purposes:

- a. Construction or renovation projects that are designed to enhance the security of public transit stations, tunnels, guideways, elevated structures or other transit facilities and equipment;
- b. Explosive device mitigation and remediation equipment;
- c. Chemical, biological, radiological and nuclear explosives search, rescue or response equipment;
- d. Interoperable communications equipment;
- e. Physical security enhancement equipment;

- f. The installation of fencing, barriers, gates or related security enhancements that are designed to improve the physical security of transit stations, tunnels, guideways, elevated structures or other transit facilities and equipment; and
- g. Other security and safety related projects approved by Cal OES.

CTSGP – CTAF funds are released to the City within six (6) months of each project's start date. The Transportation Department is responsible for submitting semi-annual reports on the activity of projects as well as funds expended. Supporting documentation and amendments to projects are also submitted on a case-by-case basis.

The Acting City Manager is the designated authority for all transportation funding contracts. The state has requested a certificate or resolution specifically naming the Acting City Manager as the designated person authorized to sign for the CTSGP - CTAF account bond program.

Adoption of this resolution will have no adverse impact on the City's cash flow or General Fund.

ANALYSIS

The City anticipates expending its allocated funding on the installation of bus surveillance equipment in seven (7) Montebello Bus Lines vehicles. The surveillance equipment provides enhanced security for Montebello Bus Lines passengers and employees by recording activity inside and surrounding the bus. The surveillance equipment serves as a deterrent to criminal activity on the bus and the recordings can be used for follow-up by the Montebello Police Department. The video recordings can also be used in claims management.

Adopting the attached resolution will empower the Acting City Manager to execute the documents necessary to fully fund this project with the City's allocation of monies from the California Transit Security Grant Program.

FISCAL IMPACT

The total cost of the purchase and installation bus surveillance equipment would be fully-funded by the \$151,698 California Transit Security Grant Program (CTGSP). There is no impact to the General Fund associated with this action.

No impact to the General Fund.

SUMMARY

The City Council will consider adopting a resolution appointing the Acting City Manager as the authority to execute the Certifications and Assurances for the California Transit Security Grant Program (CTSGP), California Transit Assistance Fund (CTAF), and

account bond program administered by the California Governor's Office Emergency Services (Cal OES).

ATTACHMENTS

- Governing Body Resolution
- Authorized Agent Form
- Assurances

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, DESIGNATING THE AUTHORIZED
SIGNATORY FOR CERTIFICATIONS AND ASSURANCES FOR THE
CALIFORNIA EMERGENCY MANAGEMENT AGENCY PROPOSITION
1B ACCOUNT BOND PROGRAM**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the State's issuance of general obligation bonds for specified purposes, including, but not limited to, funding capital projects that provide increased protection against security and safety threats, and capital expenditures that increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the City of Montebello is eligible to receive CTSGP funds; and

WHEREAS, the City will apply for FY 2015-16 CTSGP funds in an amount up to \$151,698 for the purchase and installation of Bus Surveillance Equipment, which will allow Montebello Bus Lines and Police staff to investigate security and safety issues onboard buses and surrounding traffic; and

WHEREAS, City recognizes that it is responsible for complying with all Cal OES CTSGP grant assurances, and applicable state and federal laws, including but not limited to laws governing the use of bond funds; and

WHEREAS, to obtain available funding under the Program, Cal OES requires the City to complete and submit a Resolution adopted by the City Council that identifies the agent(s) authorized to act on behalf of City to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and applicable state and federal laws; and

WHEREAS, obtaining access to the available funding will supplement the available finances of the City and Montebello Bus Lines (MBL), and thereby further the health, safety, and general welfare of City Residents and MBL customers.

**NOWHEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF MONTEBELLO, CALIFORNIA, AS FOLLOWS:**

SECTION 1. That the duly appointed Acting City Manager, Mr. Andrew Pasmant, and/or his authorized designee, is hereby authorized and directed to execute for and on

behalf of City of Montebello, a public entity established under the laws of the State of California, any actions and documents necessary to obtain financial assistance provided by the California Governor's Office of Emergency Services under the CTSGP.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately

PASSED AND APPROVED THIS 24th DAY OF JANUARY, 2018.

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
CITY ATTORNEY

Authorized Agent Signature Authority

AS THE Acting City Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Montebello
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services.

Andrew Pasmant, Acting City Manager, OR
(Name or Title of Authorized Agent)

Danilo Baston, Assistant City Manager, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

Signed and approved this _____ day of _____, 20____

(Signature)

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: AUTHORIZATION FOR EXECUTION OF CERTIFICATIONS AND ASSURANCES FOR THE STATE OF GOOD REPAIR (SGR) FUNDING PROGRAM

DATE: January 24, 2018

RECOMMENDATION

That the City Council adopt a resolution appointing the Acting City Manager as the City official authorized to execute the Certifications and Assurances for the FY 2017/2018 State of Good Repair Funding Program under the California Road Repair and Accountability Act of 2017 (SB1), and approving the list of eligible projects for the City's funding allocation.

BACKGROUND

On April 28, 2017, Governor Brown signed Senate Bill (SB) 1 into law, known as the "Road Repair and Accountability Act of 2017" (the "Act"). The Act will provide new on-going funding under several programs for a variety of transportation purposes. This includes approximately \$105 million annually to transit operators for eligible transit maintenance, rehabilitation and capital projects under the State of Good Repair (SGR) Program.

This program is funded from a new Transportation Improvement Fee on vehicle registrations that are due on or after January 1, 2018. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR program that will be managed by Caltrans. These funds will be allocated to eligible agencies under the existing State Transit Assistance (STA) Program formula – half according to population and half according to transit operator revenues.

Based on the SGR funding estimate that was released by the State Controller's Office on October 20, 2018, Montebello Bus Lines is eligible to receive \$182,221 in SGR funds for FY 2017-2018.

Projects eligible for SGR funding fall into three (3) major areas:

1. Replacement or rehabilitation of:
 - Rolling stock
 - Passenger Stations and terminals
 - Security Equipment and systems
 - Maintenance facilities and equipment
 - Ferry vessels
 - Rail
2. Preventive Maintenance
3. New Facilities or Maintenance Equipment if needed to maintain the existing transit services

ANALYSIS

After reviewing the eligible project guidelines, staff has determined the most effective use of these funds is for Preventive Maintenance of the City's fleet of hybrid buses. This proposed project consists of the purchase of parts to maintain the City's hybrid transit bus fleet to ensure service reliability. These high-value parts include driver motors, invertors, logic boards, inverters and gear boxes.

Adoption of the attached Resolution will empower the Acting City Manager to execute the necessary documents and materials for the City to obtain its allocation of SGR funds, which will fully fund the proposed bus maintenance project.

FISCAL IMPACT

The total cost of the purchase of hybrid bus parts will be \$182,221, and will be funded from Senate Bill (SB) 1 Road Repair and Accountability Act of 2017. There is no impact to the General Fund associated with this action.

SUMMARY

The City Council will consider adopting a resolution approving the list of SB1 projects and appointing the Acting City Manager as the authority to execute the Certifications and Assurances for the State of Good Repair Program.

ATTACHMENTS

- Governing Body Resolution
- Authorized Agent Form
- Assurances

RESOLUTION #_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO AUTHORIZING THE SIGNATORY FOR
EXECUTION OF THE CERTIFICATIONS AND ASSURANCES
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM,
AND APPROVING A LIST OF PROJECTS TO BE FUNDED
UNDER THE PROGRAM**

WHEREAS, the City of Montebello is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account Program (SGR) to fund qualifying transportation projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017), which established the SGR, named the Department of Transportation (Department) as the administrative agency for the program; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors; and

WHEREAS, the City Council for the City of Montebello has reviewed and approved a list of projects for SGR funding under the program, specifically the use of SGR funding to complete necessary maintenance and repairs of MBL's existing bus fleet, and the City Council desires to appoint the Acting City Manager as the authorized signatory for documents and materials required for the City's receipt of available program funding; and

WHEREAS, the City's receipt of funding under the Program will supplement the available funding resources for the City's General Fund and Montebello Bus Lines ("MBL"), and therefore furthers the health, safety, and general welfare of City residents and MBL customers.

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

SECTION 1. That the City of Montebello, as a SGR funding recipient, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

SECTION 2. That the City Manager, or his / her authorized designee, is authorized and directed to execute all required documents for the SGR program and any Amendments on the City's behalf, and to take other actions reasonably necessary to ensure the City's receipt of SGR funding and to comply with program requirements.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution, and it shall be effective immediately.

PASSED AND APPROVED THIS 24TH DAY OF JANUARY, 2018.

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

Division of Rail and Mass Transportation**State Transit Assistance State of Good Repair Program****Authorized Agent Form**

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Mr. Andrew Pasmant, Acting City Manager OR
(Name and Title of Authorized Agent)

Mr. Danilo Baston, Assistant City Manager OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

AS THE Acting City Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Montebello
(Name of County/City Organization)

Mr. Andrew Pasmant Acting City Manager
(Print Name) (Title)

(Signature)

Approved this _____ day of _____, 20____

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
Camila Easland, Administrative Analyst

SUBJECT: City Planning Grant to Prevent and Combat Homelessness

DATE: January 24, 2018

RECOMMENDATION

It is recommended that the City Council:

1. Approve the Memorandum of Understanding (MOU) to allow the San Gabriel Valley Council of Government (SGVCG) to help the City to develop a Homeless Plan by managing and executing the consultant's contract; and
2. Approve the contract between the City and Los Angeles County, which awards the City \$50,000 to perform a study and design a homeless plan.

BACKGROUND

Since the inception of the Los Angeles County Homeless Initiative (HI) in 2015, cities have played a vital role by participating in the development and implementation of the strategies that aim to prevent and combat homelessness.

On June 13, 2017, the Los Angeles County Board of Supervisors approved Measure H funding recommendations. The Board also allocated \$2,000,000 in one-time funding from the County general fund to support coordination by the Councils of Governments and planning efforts for cities in the Los Angeles Continuum of Care to develop a comprehensive plan to prevent and combat homelessness. In October, the City of Montebello was awarded a \$50,000 planning grant to develop a Homeless Plan to combat and prevent homelessness locally and regionally.

ANALYSIS

According to the 2017 Homeless Count by Census Tract, the City of Montebello has 361 people living in homelessness, of which 65 are in cars, 58 are in makeshift shelters, 103 are in RVs, 10 are in tents, 89 are in vans, and 37 are on the street.

Since the 2016 count identified 55 individuals living in homelessness, the City has experienced a significant increase in its homeless population. Additionally, the increase

in the homeless numbers was experienced throughout the entire region, with the County of Los Angeles experiencing a 16% increase in the homeless population. As homelessness knows no boundaries or jurisdictions, the engagement of all cities is essential to ensuring success in the combat and prevention of homelessness.

As the City of Montebello does not have a homelessness plan, the grant will enable the City to develop one by assessing the needs of the local homeless population, and investigating the available opportunities and resources. Having a homelessness plan, the City will then be able to efficiently implement Measure H strategies which will help to rescue homeless individuals and prevent families from losing their homes.

In order to have a plan that can successfully address homelessness in a regional level, the City is entering into a Memorandum of Understanding (MOU) with the San Gabriel Council of Government (SGCOG). This partnership is essential to ensure the effective communication and coordination between San Gabriel Valley cities, which will allow a more strategic offering of service.

The MOU allows the SGVCOG to assist the City during the development of the Homeless Plan by managing and executing the consultant's contract. However, the City will be actively engaged in the development of the Homeless Plan by approving all the deliverables.

ENVIRONMENTAL

The MOU and contract do not qualify as project pursuant to 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA").

FISCAL IMPACT

All funding is provided by the awarded grant funds and no general fund funds will be used. There will be no fiscal impact to the City general fund.

SUMMARY

The City Council will consider approving the Memorandum of Understanding (MOU) which will allow the SGVCG to undertake procurement and management of the consultant. Additionally, the City Council will consider approving the contract between the City and LA County, which will enable the City to receive a \$50,000 award to design a Homeless Plan.

ATTACHMENTS

Memorandum of Understanding (MOU)
Contract between the City and LA County
Statement of Work
Homeless Planning Grant Application

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF MONTEBELLO
FOR CITY HOMELESS PLAN**

This Memorandum of Understanding (“MOU” or “Agreement”) is made as of _____ by and between the City of Montebello, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to develop a plan to address homelessness (“Homeless Plan”).
- C. The Homeless Plan will support homeless prevention strategies within local communities, and identify local problem areas or issues as they pertain to homelessness.
- D. City and SGVCOG have a shared desire to successfully develop a Homeless Plan to combat the growing homelessness issues in the San Gabriel Valley.
- E. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOU.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOU shall commence upon execution of the MOU by the Parties and shall continue through the completion of all work contemplated under this MOU, or September 30, 2018, whichever comes first. The term of this MOU may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG. SGVCOG will:

- 1. Undertake procurement and management of consultant(s) to help City to develop a Homeless Plan.

2. Execute a contract with the consultant for the development of the Homeless Plan.
3. Manage all invoicing and billing.
4. Review draft deliverables prepared by the consultant for accuracy prior to submission to the City.
5. Coordinate with the consultant to ensure consultant's participation in calls and meetings.
6. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Homeless Plan.
7. Review and provide comments on draft communications and documents related to MOU products.
8. Submit two invoices to the City, a total of \$XX, as follows:
 - The first invoice will be for fifty percent (50%) of the total to be paid to consultant for development of the Homeless Plan and fifty percent (50%) of the administrative fee of \$XX.
 - The second and final invoice for the remaining amount will be submitted by June 30, 2017.

B. City. City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Homeless Plan.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Homeless Plan including, but not limited to, promptly responding to all correspondence (i.e., to phone calls and emails) and attending meetings.
4. Review and provide comments to consultant on deliverables as outlined in the Request for Proposal for City Homeless Planning, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all parties.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.

7. Provide meeting space for events related to this MOU and other events related to the development of the Homeless Plan at no cost.
 8. Pay all invoices submitted by the SGVCOG within (30) days.
- C. The Parties agree to not seek any reimbursement for the performance of their respective obligations pursuant to this MOU, except as set forth herein.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For purposes of this MOU, the SGVCOG designates the following individual as its Project Manager: Jan Cicco, SGVCOG Regional Homelessness Coordinator.
2. For purposes of this MOU, the City designates the following individual as its Project Manager: (name)

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A “Default” under this MOU is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOU; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or to make sufficient progress toward Homeless Plan completion.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOU. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by City, the SGVCOG shall have the right to seek any and all remedies available at law or in equity.

V. TERMINATION:

- A. This MOU may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.
- B. If City terminates this MOU prior to the completion of the Homeless Plan, SGVCOG will invoice City for any costs incurred that exceed the amount initially

included in the initial invoice. Total billable cost shall not exceed the total project budget.

VI. INDEMNIFICATION:

City shall indemnify, defend and hold harmless SGVCOG, and its respective elected and appointed boards, officials, officers, agents, employees, members, and volunteers (individually and collectively, "Indemnitees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising in connection with this Agreement. Notwithstanding the foregoing, City shall not be liable for the defense or indemnification of the SGVCOG for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the SGVCOG.

VII. INSURANCE:

A. City shall obtain, maintain, and keep in full force and effect, at City's sole cost and expense, during the term of this MOU insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's performance of its obligations hereunder.

B. City shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
- b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVCOG.
- c. Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the City and all risks to such persons under this Agreement.

2. Limits of Insurance. City shall maintain limits of insurance no less than:

- a. General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- c. Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

3. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

- a. All Policies. Each insurance policy required herein shall be endorsed and state the coverage shall not be cancelled by the insurer or City except after 30 days' prior written notice by certified mail, return receipt requested, has been given to SGVCOG. City shall provide to SGVCOG notice of suspension or voiding of coverage, or reduction in coverage, or limits below those required in this section.
- b. General Liability and Automobile Liability Coverages.
 - i. SGVCOG, and its respective elected and appointed officers, officials, members and employees are to be covered as additional insureds as respects: liability arising out of activities City performs; products and completed operations of City; premises owned, occupied or used by City; or automobiles owned, leased, hired or borrowed by City. The coverage shall contain no special limitations on the scope of protection afforded to SGVCOG, and its respective elected and appointed officers, officials, members or employees.
 - ii. City's insurance coverage shall be primary insurance with respect to SGVCOG, and its respective elected and appointed officials, its officers, members and employees. Any insurance or self-insurance maintained by SGVCOG, and its respective elected and appointed officers, officials, members or employees, shall apply in excess of, and not contribute with, City's insurance.
 - iii. City's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iv. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVCOG, and its respective elected and appointed officers, officials, members or employees.
- c. Workers' Compensation and Employer's Liability Coverage. Unless the SGVCOG otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against SGVCOG, and its respective elected and appointed officers, officials, members and

employees for losses arising from services performed by Consultant.

4. Other Requirements.

- a. City agrees to deposit with SGVCOG, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy SGVCOG that City has complied with the insurance provisions of this Agreement. SGVCOG reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- b. The procuring of such required policy or policies of insurance shall not be construed to limit City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

VIII. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Jan Cicco
SGVCOG Regional Homelessness Coordinator
1000 S. Fremont Ave, Unit 42
Bldg. A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
jcicco@sgvcog.org

with a copy to: Marisa Creter
Interim Executive Director
San Gabriel Valley Council of Governments
1000 S. Fremont Ave, Unit 42
Bldg. A-10N, Suite 10-210
Alhambra, CA 91803
mcreter@sgvcog.org

To City: Name
Title
Address
Phone
email

with a copy to: Name
Title
Address
Phone

email

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

K. Authority to Execute. The person executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties, and that by doing so the Parties are formally bound to the provisions of this Agreement.

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

For the City

Signed: _____
Andrew Pasmant, Acting City Manager

Date: _____

For the San Gabriel Valley Council of Governments

Signed: _____
Marisa Creter, Interim Executive Director

Date: _____

ATTEST:

Marisa Creter, Secretary

APPROVED AS TO FORM:

Richard D. Jones, General Counsel

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT A

REQUEST FOR PROPOSAL FOR CITY HOMELESS PLANNING



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF MONTEBELLO

FOR

HOMELESS SERVICES - CITY PLANNING GRANTS

CONTRACT NUMBER: AO-18-

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STANDARD EXHIBITS

- A Statement of Work
- B Pricing Schedule
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Form(s) Required at the Time of Contract Execution
- G Jury Service Ordinance
- H Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF MONTEBELLO
FOR
HOMELESS SERVICES – CITY PLANNING GRANTS**

This Contract is entered into this _____ day of _____, 2018, by and between the County of Los Angeles (hereafter "County") and **City of Montebello** (hereafter referred to as "Contractor"), to provide County with homeless services.

RECITALS

WHEREAS, on February 9, 2016, the County Board of Supervisors delegated authority to the Chief Executive Officer, subject to review and approval of County Counsel, to: a) prepare and execute agreements and any subsequent amendments, up to \$250,000, to implement the recommended homeless strategies; and b) execute, as needed, any non-financial amendments or financial amendments which increase or decrease the total contract amount by not more than 10 percent; and

WHEREAS, on June 13, 2017, the County Board of Supervisors allocated a total of \$2 million from existing Homeless Initiative Provisional Financing Uses (PFU) to be used for regional coordination services at the council of governments level and homeless planning grants for cities ("City Planning Grants") in the Los Angeles Continuum of Care; and

WHEREAS, on October 17, 2017, the County Board of Supervisors allocated an additional \$575,000 to ensure adequate funding for all City Planning Grant proposals; and

WHEREAS, the Chief Executive Office has reviewed Contractor's proposal and approved providing **\$50,000** to Contractor for homeless services; and

WHEREAS, pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish county programs or to fund other programs deemed to be necessary to meet the social needs of the population of the county.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's EEO Certification
- 1.4 Exhibit D - County's Administration
- 1.5 Exhibit E - Contractor's Administration
- 1.6 Exhibit F - Forms Required at the Time of Contract Execution
- 1.7 Exhibit G - Jury Service Ordinance
- 1.8 Exhibit H - Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1** The headings herein contained are for convenience and reference only and are not intended to define the scope of any

provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1.1 **City Planning Grants:** One-time funding allocated by the County Board of Supervisors from existing Homeless Initiative Provisional Financing Uses (PFU) funds to support proposals that will result in a plan to prevent and combat homelessness for each city which receives a grant. To administer the grants, the Chief Executive Office partnered with the United Way Home for Good Funders Collaborative.
- 2.1.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.4 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.5 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.6 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.7 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.14 **United Way Home for Good Funders Collaborative:** a public-private partnership, which collaborates on solutions to end homelessness in Los Angeles County.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **one (1) year**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Maximum Amount of this Contract shall be the amount set forth in Exhibit B – Pricing Schedule, for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract more than the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Intentionally Omitted

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

- 5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder.

The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

**Homeless Initiative Unit
Los Angeles County Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background

investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved

by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.

8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that

such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

8.2 Notwithstanding Section 8.1.1 above, Assignment and Delegation

- 8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

- 8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

- 8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.5.2 Complaint Procedures
- 8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel,

and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct

from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Intentionally Omitted

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications

for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged

in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the

period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not

corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Contract Signature page, Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term

“subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Mutual Indemnification

Contractor shall indemnify, defend and hold harmless County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its trustees, officers, agents or employees.

County shall indemnify, defend and hold harmless Contractor, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents or employees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to

County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles
Homeless Initiative Unit - INSURANCE
Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County,

upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each

subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to

provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief

Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same

goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit

the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees. Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of

the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

**County of Los Angeles
Homeless Initiative Unit - INSURANCE
Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of

work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as

determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the contractor,

immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

- 8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

- 8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

- 8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate

this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In addition, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
SACHI A. HAMAI
CHIEF EXECUTIVE OFFICER

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
KATHERINE M. BOWSER
Principal Deputy County Counsel

"CONTRACTOR"

ATTEST:

CITY OF MONTEBELLO

By: _____
Irma Barajas, City Clerk

By _____
Andrew Pasmant
Acting City Manager

APPROVED AS TO FORM:

Dated: _____

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Tax Identification No.

STATEMENT OF WORK

**City of Montebello
City Planning Grant for Homelessness Plan****Section I. Overview**

On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to prevent and combat homelessness in the County. The Board also allocated funding for individual cities to develop a plan to address homelessness in their respective cities, in collaboration with the County and its contractors.

The City of Montebello is located in the southwestern region of the San Gabriel Valley, 8 miles east of downtown Los Angeles. The City is situated within the Service Planning Area seven (SPA 7) (East), and within the First County Supervisorial District. According to the United States Census Bureau, as of July 1, 2016, the City has an estimated population of approximately 63,335.

The 2017 Homeless Count by Census Tract, identified 361 people experiencing homelessness, of which 65 are in cars, 58 are in makeshift shelters, 103 are in RVs, 10 are in tents, 89 are in vans, and 37 are on the street. Compared to the 2016 count, which identified 55 individuals, the 2017 census represents a 556% increase in the homeless population. An increasing percentage of the homeless population is comprised of youth; a fact confirmed by the Montebello Unified School District who recognized that more students have been identifying as homeless.

Section II. Objective

As the City does not have a homelessness plan, the grant will enable the City to develop one by assessing the needs of the local homeless population, and investigating the available opportunities and resources. The City will then be able to efficiently collaborate in the implementation of the County's HI Strategies to help rescue homeless individuals and prevent families from losing their homes. The City of Montebello is committed to developing a plan that will cooperate with the County to solve the problem regionally rather than implementing policies that will encourage homeless migration to other localities. The City's goal is to cooperate with the County and other agencies to develop a plan that implements the County's HI Strategies.

Section III. Tasks/Deliverables**Task I: Coordinate with Recommended Partners for the Development of the City's Homelessness Plan**

STATEMENT OF WORK

The City of Montebello shall engage in diverse community partnerships to develop a comprehensive plan to prevent and combat homelessness. Recommended vital stakeholders are listed below (but are not limited to):

Planned Partners for City Homelessness Planning Efforts

City Departments	Community Development Planning Division Parks and Recreation Montebello Police Department
City Commission(s)	Planning Commission
Council of Governments	San Gabriel Valley COG Gateway Cities COG
Coordinated Entry System Lead Homeless Service Provider(s)	The Whole Child (CES Lead for Families) PATH (CES Lead for Individuals) Jovenes, Inc. (CES Lead for Youth)
Other homeless service providers	Heart of Compassion Los Angeles Homeless Services Authority (LAHSA)
Community based providers (other non-profits providing non-homeless related services)	Montebello Senior Lunch Program
Homeless Coalitions	East San Gabriel Coalition for the Homeless
Business sector and corporate partners (i.e. Chamber of Commerce)	Montebello Chamber of Commerce
Faith-based organizations (i.e. churches, temples, synagogues)	St. Benedict Church
Affordable & Supportive Housing Developers	Partnership Housing (Habitat for Humanity) Montebello Housing Development Corporation
Educational Sector (i.e. Schools, Universities and Districts)	Montebello School District

Deliverable 1: Partnership Report

The City shall provide a final report describing the completion of Task 1, Coordination with Community Partners. A final report will be due to the County within 30 days of contract execution.

Task 2: Development of Homelessness Plan

The City shall use the Statement of Work Exhibit A-1, City Homelessness Plan Template to develop the Homelessness Plan with its community partners.

STATEMENT OF WORK

Deliverable 2: Homelessness Plan Completion

The City shall provide a final Homelessness Plan as the deliverable for Task 2.

Deliverable Report Schedule

<u>Deliverable</u>	<u>Due Date</u>
Partnership Report	Within 30 days of contract execution
Draft Homelessness Plan (Draft)	Upon completion of Task 2
Homelessness Plan (Final)	No later than June 30, 2018

The Partnership Report and Homelessness Plan (draft and final) shall be submitted to County Chief Executive Office - Homeless Initiative at the following email address:

Samangi Mudalige, Sr. Analyst
smudalige@ceo.lacounty.gov

CITY PLAN TO PREVENT AND COMBAT HOMELESSNESS TEMPLATE

Planning Context

As Measure H resources are deployed to combat and prevent homelessness throughout Los Angeles County, each City in the County can broaden the collective impact and accelerate change by undertaking a locally specific City Plan to Combat Homelessness. This Plan template is intended to assist your City in undertaking a comprehensive assessment of homelessness in your local jurisdiction, assessing the resources currently available to address the challenge, identifying opportunities for City and County collaboration and marshalling a plan to collaborate in the implementation of identified strategies.

1. City and Plan Information

Name of City	Period of Time Covered by Plan	Date of Plan Adoption

2. Why is the City working to develop and implement a homelessness plan?

Briefly describe the City's interest in developing a City Homelessness Plan. Responses may address, but need not be limited to, the following:

- Reducing the extent and scope of homelessness within the City's jurisdiction
- Aligning City resources with County investments
- Improving coordination and effectiveness of the City's homeless housing and service delivery system within the broader County and Coordinated Entry Systems.
- Reducing City costs that don't contribute to combating homelessness, e.g. law enforcement, sanitation, and ambulance costs
- Improving quality of life for all residents, including persons who may be experiencing a housing crisis
- Creating more housing & services for the City's homeless residents
- Promoting more livable cities for current residents and future generations

3. Describe your City's planning process

What were the key steps your City took to develop its plan? What partners and stakeholders (e.g., community members, experts) were engaged in the process?

4. What are the goals of the City's plan and related actions? Review the example below, then respond to the prompts for your own City goals. Add sections for additional goals if needed.

EXAMPLE

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

Example: Increase access to and use of PHA Section 8 Vouchers for homeless individuals and families. (Tied to Strategies B4 and B8)

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

Example:

- *Commit 50% of all PHA Section 8 turnover vouchers to individuals or families who are chronically homeless.*
- *Access Measure H funding under Strategy B4 to encourage landlords to rent to homeless tenants in need of permanent supportive housing.*

3. Associated policy change(s)

a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.

Example:

- *Change PHA administrative plan to accommodate prioritization of homeless individuals and families in need of permanent supportive housing.*
- *Enter into agreement with HACoLA enabling City PHA to participate in the Homeless Incentive Program.*

b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.

Example:

- *Prioritization of homeless individuals and families in need of PSH for PHA vouchers increases the chances of placing them in permanent housing.*
- *Incentive program increases chances of voucher-holders signing leases and accessing permanent housing.*

c. Describe the intended process for enacting the policy change.

Example for Policy Change #1:

- *Draft revised administrative plan language*
- *Gather input*
- *Present to Housing Authority Board of Commissioners for Approval*
- *Roll out*

d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

Example:

- *Number of homeless individuals granted vouchers for permanent supportive housing*
- *Number of homeless individuals with vouchers that were housed in permanent supportive housing*
- *Number of homeless individual who retained permanent supportive housing after 12 months*
- *Data sources: PHA data system, HMIS, etc.*

Measurement will occur on a quarterly basis.

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

Example:

- *Section 8 Coordinator, City Public Housing Agency.*
 - *Roles: facilitating stakeholder outreach; drafting recommendations; drafting plan; working with City Council to refine; etc.*

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

Example:

- *City PHA staff time 0.25 FTE*
- *Promotion of Homeless Incentive Program at City events*

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #1

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.
- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.
- c. Describe the intended process for enacting the policy change.
- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #2

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.
- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.
- c. Describe the intended process for enacting the policy change.
- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #3

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.
- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.
- c. Describe the intended process for enacting the policy change.
- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

[Add additional goals and respond to above questions as needed.]

5. Identify City employees or other staff who will lead implementation of the plan.

Table 1: Primary Contact for Plan Implementation

Name & Position	Address & Email	Phone	% of Time

6. Describe the City's participation or plans to participate in any new or ongoing collaborative efforts, within the City and/or with other cities and/or in the Service Planning Area.

Collaboration can occur between City departments, with non-governmental City partners, and with other cities or regional entities throughout LA County. The City may also participate in broad-based regional planning efforts designed to enhance overall coordination. Describe how the City intends to support or provide leadership in such collaborative processes. Include discussion of planned participation in local coalitions, Service Planning Area coordination, and any other groups or collaborative structures.

Example: City elected official is a member the Council of Governments Homeless Committee. City staff participate in SPA-wide coalition meetings. City will coordinate with neighboring jurisdictions to address broader concerns.

7. Review specific County Homeless Initiative Strategies from the table below and consider how the City could collaborate and align planning efforts to achieve mutual goals.

For each of the County Homeless Initiative Strategies listed in the table below, identify whether the City plans to participate in the Strategy's implementation and/or if the City is currently participating in the Strategy's implementation. If the City is already participating in the implementation of any of the Strategies, please attach an explanation.

Table 2: City Planning Activities tied to County Homeless Initiative Strategies

	Plan to participate	Currently participating	County Homeless Initiative Strategies
A – Prevent Homelessness	☐	☐	A1. Homeless Prevention for families
	☐	☐	A5. Homeless Prevention for Individuals
B – Subsidize Housing	☐	☐	B3. Partner with Cities to Expand Rapid Rehousing
	☐	☐	B4. Facilitate Utilization of Federal Housing Subsidies
	☐	☐	B6. Family Reunification Housing Subsidies
	☐	☐	B7. Interim/Bridge Housing for those Exiting Institutions
	☐	☐	B8. Housing Choice Vouchers for Permanent Supportive Housing
C – Increase Income	☐	☐	C1. Enhance the CalWORKs Subsidized Employment Program for Homeless Families
	☐	☐	C2. Increase Employment for Homeless Adults by Supporting Social Enterprise
	☐	☐	C4/5/6. Countywide Supplemental Security/Social Security Disability Income and Veterans Benefits Advocacy
	☐	☐	C7. Subsidize Employment for Homeless Adults

	Plan to participate	Currently participating	County Homeless Initiative Strategies
D – Provide Case Management & Services	☐	☐	D2. Jail In-Reach
	☐	☐	D5. Support for Homeless Case Managers
	☐	☐	D6. Criminal Record Clearing Project
	☐	☐	D7. Provide Services for Permanent Supportive Housing
E – Create a Coordinated System	☐	☐	E4. First Responders Training
	☐	☐	E5. Decriminalization Policy
	☐	☐	E6. Expand Countywide Outreach System
	☐	☐	E7. Strengthen the Coordinated Entry System (CES)
	☐	☐	E8. Enhance the Emergency Shelter System
	☐	☐	E10. Regional Coordination of Los Angeles County Housing Agencies
	☐	☐	E14. Enhance Services for Transition Age Youth
F – Increase Affordable/ Homeless Housing	☐	☐	F1. Promote Regional SB2 Compliance and Implementation
	☐	☐	F2. Linkage Fee Nexus Study
	☐	☐	F4. Development of Second Dwelling Units Program
	☐	☐	F5. Incentive Zoning/Value Capture Strategies
	☐	☐	F6. Using Public Land for Homeless Housing
	☐	☐	F7. Preserve and Promote the Development of Affordable Housing for Homeless Families and Individuals
	☐	☐	F7. Housing Innovation Fund (One-time)

PRICING SCHEDULE

Total budget for project is \$50,000, to be paid by County of Los Angeles. The first half of the total budget is to be paid by the County of Los Angeles upon the completion of Deliverable 1, Partnership Report. The remaining balance to be paid by the County upon deliverable of the City Homelessness Plan.

CITY PLANNING GRANT BUDGET	
CONSULTANT COSTS	
CONSULTANT COST TOTAL	43,000
CITY ADMINISTRATIVE COSTS	
STAFFING COST TOTAL	2,500
SAN GABRIEL VALLEY COG ADMINISTRATIVE FEE	2,500
COMMUNITY MEETINGS	
MEETING EXPENSES	2,000
PROGRAM BUDGET TOTAL	50,000

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Jerry Ramirez

Title: Manager, CEO

Address: 500 West Temple Street, Room 493

LA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: Samangi Mudalige

Title: Senior Analyst

Address: 500 West Temple Street, Room 493

Los Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME : _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

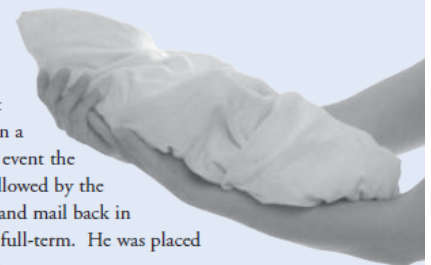
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

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En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CITY PLANNING GRANT
STATEMENT OF WORK - TEMPLATE

STATEMENT OF WORK

Section I. Overview

On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to prevent and combat homelessness in the County. The Board also allocated funding for individual cities to develop a plan to address homelessness in their respective cities, in collaboration with the County and its contractors.

The City of Montebello is a general law city in Los Angeles County, California, located in the southwestern region of the San Gabriel Valley, 8 miles east of downtown Los Angeles. Additionally, the City is situated within the Service Planning Area seven (East), and within the first County Supervisorial District. According to the United States Census Bureau, as of July 1, 2016, the City has an estimated population of approximately 63,335. In addition, as pointed out by the 2017 Homeless Count by Census Tract, the City of Montebello has 361 people living in homelessness, of which 65 are in cars, 58 are in makeshift shelters, 103 are in RVs, 10 are in tents, 89 are in vans, and 37 are on the street. Compared to the 2016 count, which identified 55 individuals, the 2017 census represents a 556% increase in our homeless population. An increasing percentage of the homeless population is comprised of youths; a fact confirmed by the Montebello Unified School District who recognized that more students have been identifying as homeless. This year, the entire County of Los Angeles experienced a 16% increase in the homeless population, which pales in comparison to Montebello's 556% increase.

Section II. Objective

As the City of Montebello does not have a homelessness plan, the grant will enable the City to develop one by assessing the needs of the local homeless population, and the investigating the available opportunities and resources. Having a homelessness plan, the City will then be able to efficiently implement LA County Homeless Initiative Strategies to help rescue homeless individuals and prevent families from losing their homes. The City of Montebello is committed to developing a plan that will cooperate with the County to solve the problem regionally rather than implementing policies that will encourage homeless migration to other localities. The City's goal is to cooperate with LA County and other agencies to develop a plan that implements LA County Homeless Initiative Strategies.

CITY PLANNING GRANT
STATEMENT OF WORK - TEMPLATE

Section III. Tasks/Deliverables

Task I: Coordinate with Recommended Partners for the Development of the City's Homelessness Plan

The City of Montebello shall engage in diverse community partnerships to develop a comprehensive plan to prevent and combat homelessness. Recommended vital stakeholders are listed below (but are not limited to):

Recommended Planned Partners for City Homelessness Planning Efforts

City	Please check the Departments that will be involved. ☐ City Council ☐ City Manager ☐ Public Housing Authority (if applicable) City Departments (Select departments that apply) ☒ Community Development ☒ Planning Division ☐ Economic Development ☐ Housing Department ☐ Library ☒ Parks and Recreation ☐ Community Services ☐ Public Works ☐ Public Safety ☒ Others: Police Department
City Commission(s)	Planning Commission
Other cities if your city is partnering with another city in development of your plan.	
Council of Governments	San Gabriel Valley COG Gateway Cities COG
Coordinated Entry System Lead Homeless Service Provider(s)	The Whole Child (CES Lead for Families) PATH (CES Lead for Individuals) Jovens, Inc. (CES Lead for Youth)
Other homeless service providers	Heart of Compassion Los Angeles Homeless Services Authority (LAHSA)
Community based providers (other non-profits providing non-homeless related services)	Montebello Senior Lunch Program
Homeless Coalitions	East San Gabriel Coalition for the Homeless
Business sector and corporate partners (i.e. Chamber of Commerce)	Montebello Chamber of Commerce

CITY PLANNING GRANT
STATEMENT OF WORK - TEMPLATE

Faith-based organizations (i.e. churches, temples, synagogues)	St. Benedict Church
Affordable & Supportive Housing Developers	Partnership Housing (Habitat for Humanity) Montebello Housing Development Corporation
Apartment Associations/Landlords/Property Managers	
Neighborhood Associations	
Healthcare Sector (i.e. Hospitals and clinics)	
Educational Sector (i.e. Schools, Universities and Districts)	Montebello School District
Others (Please insert additional lines as needed)	

Deliverable 1: Partnership Report

The City shall provide a final report describing the completion of Task 1, Coordination with Community Partners. A final report will be due to the County upon deliverable date below.

Task 2: Development of Homelessness Plan

The City shall use the Statement of Work Exhibit A-1, City Homelessness Plan Template to develop the Homelessness Plan with its community partners.

Deliverable 2: Homelessness Plan Completion

The City shall provide a final Homelessness Plan as the deliverable for Task 2.

Deliverable Report Schedule

<u>Deliverable</u>	<u>Due Date</u>
Partnership Report	December 15, 2017
Draft Homelessness Plan	May 30, 2018
Homelessness Plan	June 30, 2018

The Partnership Report and Homelessness Plan (draft and final) shall be submitted to County Chief Executive Office - Homeless Initiative at the following email address:

Samangi Mudalige, Sr. Analyst
smudalige@ceo.lacounty.gov

CITY PLANNING GRANT
STATEMENT OF WORK - TEMPLATE

PRICING SCHEDULE

Total budget for project is \$50,000, to be paid by County of Los Angeles upon deliverable of the City Homelessness Plan.

CITY PLANNING GRANT BUDGET	
CONSULTANT COSTS	
CONSULTANT COST TOTAL	43,000
CITY ADMINISTRATIVE COSTS	
STAFFING COST TOTAL	2,500
SAN GABRIEL VALLEY COG ADMINISTRATIVE FEE	2,500
COMMUNITY MEETINGS	
MEETING EXPENSES	2,000
PROGRAM BUDGET TOTAL	50,000

Please provide the following information:

Name of the City's authorized official (who can sign/bind the contract)	Danilo Batson
City's mailing address	1600 West Beverly Blvd., Montebello, CA 90640
City's Tax ID number	95-6000746

Please register your City with the County as a vendor at the County Internal Services Division website - <http://camisvr.co.la.ca.us/webven/>



2017-2018 FUNDERS COLLABORATIVE RFP

CITY PLANNING GRANTS TO PREVENT AND COMBAT HOMELESSNESS

APPLICATION: INDIVIDUAL CITY

Name of the City	City of Montebello
Request Amount	\$50,000
Project Duration	State the start and end month. Final Plan is generally due no later than March 30, 2018. If more time is needed (maximum 3 additional months), please identify the needed extension and rationale here. November 2017-March 2018

A. Statement of Need and Opportunity

1. Describe the **state of homelessness in your city and/or region. Include its impacts and key challenges. (Word limit -200)**

According to the 2017 Homeless Count by Census Tract, the City of Montebello has 361 people living in homelessness, of which 65 are in cars, 58 are in makeshift shelters, 103 are in RVs, 10 are in tents, 89 are in vans, and 37 are on the street. Compared to the 2016 count, which identified 55 individuals, the 2017 census represents a 556% increase in our homeless population. An increasing percentage of the homeless population is comprised of youths. A fact confirmed by the Montebello Unified School District who recognized that more students have been identifying as homeless. This year, the entire County of Los Angeles experienced a 16% increase in the homeless population, which pales in comparison to Montebello's 556% increase. Despite the huge homeless population increase, Montebello does not have a homeless shelter. As a consequence of not having a shelter, the police often find themselves attending to complaints regarding homeless people urinating in public, littering, loitering, or trespassing. Montebello currently has a very limited police force so handling minor calls involving the homeless inhibits their ability to attend to more important matters.

2. Given the landscape of homelessness in your city, **describe how this planning grant will enable your city to prevent and combat homelessness locally and regionally. (word limit – 200)**

As the City of Montebello does not have a homelessness plan, the grant will enable the City to develop one by assessing the needs of the local homeless population, and the opportunities and resources available to meet them. Having a homelessness plan, the City will then be able to efficiently implement Measure H strategies to help rescue homeless individuals and prevent families from losing their homes. The City of Montebello is committed to developing a plan that will cooperate with the County to solve the problem regionally instead to implement policies that will encourage homeless migration to other localities. Despite the high number of homeless individuals residing in Montebello, the City doesn't have an emergency shelter. Usually, the City refers homeless individuals to the Rio Hondo Temporary Home (RHTH) and the Women's and Children's Crisis Shelter, which are located in the City of Whittier. These shelters only have a sleeping capacity of 92 and 31 individuals, respectively, and as a result of the limited capacity, most homeless individuals remain unsheltered and unassisted. This grant will enable the City to assess the possibility to build a local shelter, and develop a homeless prevention program for families.

B. Local and Regional Alignments to Combat Homelessness

1. If your City has been involved in the County Homeless Initiative (HI) efforts, please describe that involvement. For reference, original 47 HI Strategies that the Board of Supervisors approved in February 2016 may be viewed [HERE](#). On June 13, 2017, the Board approved Measure H funding for 17 of the original HI strategies, plus four new strategies. Click [HERE](#) for details. (word limit – 150)

Providing affordable housing in a market where prices are constantly increasing is a major challenge faced by localities in California. Unaffordable housing is partially to blame for the nation's homelessness problem being so severe. According to HUD (2015) that 21% of the national homeless population resides in California. While the majority of them are concentrated in Los Angeles County, only 36% are in shelters, which is the lowest rate in the nation. As a result, the City of Montebello is committed to collaborating with the County and other agencies to effectively prevent and combat homelessness in our region as a whole. To date, Montebello has been minimally involved in HI Strategies and primarily been reactive to the homeless population from a policing perspective. Appropriate linkages and referrals have been made but with limited success (HI Strategies E6 and E7).

2. Highlight a **current success in addressing homelessness since February 2016, when the HI strategies were adopted**. No success is too small. (word limit – 120)

Research shows that the lack of affordable housing is the primary cause of homelessness among families. Providing affordable housing has been a priority for the City of Montebello. In 2015, the City entered into a Development Agreement with Partnership Housing, the development group that operates exclusively for Habitat for Humanity, to provide affordable home ownership for low-to-moderate income households. In order to accomplish this project, the City provided its own land and HOME funds (HI Strategy F7), which was essential to the success of this project. The project, which was finalized in June 2017, ensured affordable home ownership to four low-to-moderate income households who otherwise wouldn't have been able to purchase their own homes and could have ended up homeless.

3. Does your city or affiliated Councils of Government currently have a homelessness plan? If so, please attach.

Currently, the City of Montebello does not have a homelessness plan. However, the City's General Plan, which is currently in development, will include policies to prevent and combat homelessness. The City will cooperate with other organizations to expand the implementation of Measure H policies and promote programs that will further meet the needs of the homeless population. The City of Montebello is part of two different COGs: SGV COG and Gateway COG. The SGV COG does not currently have a homeless plan. The last plan was completed in 2009 and needs to be updated. However, Gateway COG has a Homeless Action Plan (2011), which can be found attached.

C. Project Description

1. What are your **goals and purpose for undertaking the proposed process and developing the plan?** (word limit – 100)

The City of Montebello experienced a 556% increase in its homeless population over a one-year period (55 to 361 individuals) and has no shelter to offer them. Therefore, one of the City's goals is to assess the possibility of building a shelter. Since the City doesn't have a plan to address homelessness, the City's other goal is to develop one that will rescue individuals from homelessness as well as expand affordable housing programs for those at risk of becoming homeless. The City intends to cooperate with LA County and other agencies to develop a plan that implements Measure H strategies.

2. How will you develop your city's homelessness plan or enhance/expand your current homelessness plan? Be as specific as possible. (word limit – 250)

In order to develop a plan that effectively solves the homelessness issue in Montebello, the City intends to perform a study that will evaluate the homeless population and their specific needs. By better understanding the homeless population's demographics, such as gender, age, and disabilities, the City will be able to design a plan that adopts the most effective Measure H strategies that will combat and prevent homelessness in our region. In order to develop the homelessness plan, a consultant will be hired (with the help of the SGVCOG) to perform a study that will include analyses of quantitative and qualitative, and primary source research consisting of interviews with members of the homeless population. These results will be used as a basis for the homelessness plan. The City of Montebello's homelessness plan will expand affordable housing, facilitate the use of federal housing subsidies, and partner with service providers to expand rapid re-housing. Additionally, we also intend to study the possibility of creating emergency shelter that will assist Montebello's homeless population with housing services, legal services, as well as work opportunities.

As the City intends to provide housing for the homeless, the General Plan, which is currently in development, will introduce an amendment to the Zoning Code to permit emergency shelters in the Heavy-Commercial-Limited Zone (CM) as a matter of right. Therefore the City is making the effort to cooperate with policies that are capable of effectively addressing the homeless issue by implementing Measure H's strategies locally through its land use policy.

3. Who will be the Project Lead for the planning process? Please state his/her relevant experience, current role, and decision-making authority. (word limit – 100)

The Project Lead for the homelessness planning process will be Ms. Francesca Tucker-Schuyler, City Manager for the City of Montebello. Ms. Tucker-Schuyler began her career with the City of Montebello in October 2010 as the Director of Finance. Ms. Tucker-Schuyler obtained her Bachelors of Science from New York University in accounting and Master's degree in Business Administration from Cal State Dominguez Hills. In October of 2012, the City Council appointed Ms. Tucker-Schuyler as the first female City Manager based on her extensive knowledge of the City's finances and her management abilities. Ms. Tucker-Schuyler has the authority to administer and decide how to implement the City's goals and oversees all operations for the City of Montebello.

4. How will the funds be used? If your city is retaining a consulting partner, please state the name of the consultant/agency. Consultants may be selected from the attached list of suggested consultants focused on ending homelessness, but there is no requirement to use a consultant, nor to use a consultant from the attached list. (word limit – 120)

City of Montebello plans to hire a consultant with the assistance of the SGVCOG to help our city develop a homelessness plan including the implementation of appropriate Measure H strategies for our city as indicated above. See attached budget.

5. What city assets and or partnerships will be leveraged during the planning process, e.g. funding, facilities, staff time, etc.? (word limit – 200)

The city of Montebello will leverage appropriate staff time and use of city facilities for meetings as needed. The majority of the planning expenses will be covered by the homeless planning grant in order to maximize the cities resources in the implementation of the future plan in partnership with the LA County and the Measure H strategies, and partnering non-profits (such as our CES lead and others).

D. Stakeholders and Leverage Points

List and describe the roles of the internal (include names of the City Departments) and external stakeholders or community organizations during the planning process. Partnering agencies need to include the Council of Governments and at least one Coordinated Entry System (CES) Lead provider in your Service Planning Area. You are encouraged to include other community stakeholders in the planning process, including homeless service providers, faith-based organizations, people with direct lived experience of homelessness, business sector, etc. If more space is needed, please attach additional sheets.

Agency/Dept. Name	Current Role in the City or Relationship with the City Around Homelessness	Planned Role of the Agency in the Planning Process
Administration	City Management	Responsible for the development and administration of the homeless plan
Planning and Community Development Depart.	Implement housing policy	Responsible for the implementation of the homelessness plan
Police Department	Provide first time responses to homeless individuals	Advisory/partner
Library	Safe haven for some homeless	Advisory/partner
SGV COG	Advisory/partner	Advisory/partner
Gateway Cities COG	Advisory/partner	Advisory/partner
The Whole Child	CES Lead for Families	Advisory/partner
PATH	CES Lead for individuals	Advisory/partner
East San Gabriel Valley Coalition for the Homeless	Advisory/partner	Advisory/partner

E. Grantee Orientation

There will be a mandatory orientation for the awardees in early November 2017 hosted by the Los Angeles County Homeless Initiative to discuss successful models that prevent and combat homelessness, share city and regional approaches to developing the plan, and build a learning forum amongst grantees, partners, and other system stakeholders to strengthen a culture of regional collaboration and innovation.

Should your proposal be funded, please list the city representative(s) who will attend the Orientation

Name	Title	City Department
<i>Francesca Tucker-Schuyler</i>	<i>City Manager</i>	<i>Administration</i>
<i>Danilo Batson</i>	<i>Assistant City Manager</i>	<i>Administration</i>
<i>Ben Kim</i>	<i>Director of Planning and Community Development</i>	<i>Planning and Community Development</i>
<i>Matt Feske</i>	<i>Planning Manager</i>	<i>Planning and Community Development</i>
<i>Lisa Bustos</i>	<i>Police Officer</i>	<i>Police Department</i>
<i>Camila Easland</i>	<i>Administrative Analyst</i>	<i>Planning and Community Development</i>

Required Attachments

Below is a list of project attachments required under this funding opportunity:

1. Cover Page (Template attached to the application)
2. Budget (Template attached to the application)
3. Letters of coordination from at least one Coordinated Entry System lead and Council of Government Lead(s) with whom you will be collaborating (Sample letters of coordination will be provided on August 10.)



2017-2018 FUNDERS COLLABORATIVE RFP

CITIES PLANNING GRANT TO PREVENT AND COMBAT HOMELESSNESS

PROPOSED BUDGET: INDIVIDUAL CITY

- **Personnel Cost:** Include titles of the staff or consultant cost
- **Non-Personnel Cost:** Examples include event-related cost, mileage, collateral, etc.

Personnel Cost	
Consultant	\$ 35,000
City Staff Time	\$ 7,500
Admin cost (5%)	\$ 2,500
	\$
Total Personnel Cost	\$ 45,000
Non-Personnel Cost	
Planning Event Costs (snacks, drinks, supplies)	\$ 2,000
Reference planning materials	\$ 2,000
Outreach/surveys	\$ 1,000
Total Non-Personnel Cost	\$ 5,000
Total Budget (will equal total request amount)	\$ 50,000

CITY OF MONTEBELLO

January 24, 2018

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

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of December 31, 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

ITEM #22

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
December 31, 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	1.27	365	134	0.898	0.910
Certificates of Deposit - CU	758,164.44	758,164.44	758,164.44	3.86	366	137	1.284	1.302
Local Agency Investment Funds	13,946,871.03	13,946,871.03	13,946,871.03	71.07	1	1	1.262	1.280
Savings Accounts	4,667,750.08	4,667,750.08	4,667,750.08	23.79	1	1	1.252	1.270
Investments	19,622,785.55	19,622,785.55	19,622,785.55	100.00%	20	8	1.256	1.274

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	12,901.11	107,319.19
Average Daily Balance	12,300,204.52	18,958,507.64
Effective Rate of Return	1.23%	1.12%

ITEM #22

Reporting period 12/01/2017-12/31/2017

Run Date: 01/09/2018 - 08:30

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

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
December 31, 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	134	05/15/2018
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			0.910	134	
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	116	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	205	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	91	04/02/2018
		Subtotal and Average	758,164.44		758,164.44	758,164.44	758,164.44			1.302	137	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			13,946,871.03	13,946,871.03	13,946,871.03	1.280		1.280	1	
		Subtotal and Average	6,624,290.38		13,946,871.03	13,946,871.03	13,946,871.03			1.280	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			1,018.60	1,018.60	1,018.60	0.500		0.500	1	
950516181	600	PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	1.270		1.270	1	
		Subtotal and Average	4,667,749.69		4,667,750.08	4,667,750.08	4,667,750.08			1.270	1	
		Total and Average	12,300,204.52		19,622,785.55	19,622,785.55	19,622,785.55			1.274	8	

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Run Date: 01/09/2018 - 08:30

Portfolio GEN
CP
PM (PRF_PM2) 7.3.0

Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
December 1, 2017 through December 31, 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		1.280		9,000,000.00	1,000,000.00	
		Subtotal	5,946,871.03			9,000,000.00	1,000,000.00	13,946,871.03
Savings Accounts (Monthly Summary)								
697530	500	F&A FEDERAL CREDIT UNION		0.500		0.43	0.00	
950516181	600	PLAZA BANK		1.270		4,712.50	4,712.50	
		Subtotal	4,667,749.65			4,712.93	4,712.50	4,667,750.08
		Total	11,622,785.12			9,004,712.93	1,004,712.50	19,622,785.55

ITEM #22

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
December 2016 through December 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					
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
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
Average		7	20,976,422.32	0.960%	0.974%	0.987	0	0	21	10

ITEM #22

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

Security Type	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	Average by Period
Certificates of Deposit - Bank	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	1.3%
Certificates of Deposit - CU	5.5	5.1	5.4	4.1	3.2	2.4	2.4	3.1	3.7	4.0	5.1	6.5	3.9	4.2%
Local Agency Investment Funds	93.1	93.6	93.3	94.6	95.7	82.1	82.1	77.1	72.7	69.8	61.7	51.2	71.1	79.9%
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		14.7	14.7	18.8	22.5	24.9	31.5	40.2	23.8	14.7%

ITEM #22

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
December 31, 2017

Page 1

	December 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,033.98	6,030.59
Plus Accrued Interest at End of Period	-0.26	-0.29
Less Accrued Interest at Beginning of Period	(2.09)	(5.58)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,031.63	6,024.72
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,031.63	6,024.72
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	4,712.93	128,128.64
Plus Accrued Interest at End of Period	28,981.99	28,981.99
Less Accrued Interest at Beginning of Period	(21,825.44)	(55,816.16)
Interest Earned during Period	11,869.48	101,294.47
Total Interest Earned during Period	12,901.11	107,319.19
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	12,901.11	107,319.19

ITEM #22

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
December-17

	11/30/17	12/11/17	12/27/17	12/28/17	12/29/17			BALANCE		
GENERAL FUND										
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA	5,946,871.03	(1,000,000.00)	6,000,000.00	3,000,000.00				13,946,871.03	71.07%	MAX. %
SUBTOTAL	5,946,871.03	(1,000,000.00)	6,000,000.00	3,000,000.00	0.00	0.00	0.00	13,946,871.03	71.07%	\$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	1.32%	
CD	0.00							0.00	0.00%	
East West Bank (5/15/17-5/15/18) @ 0.91%	250,000.00							250,000.00	1.27%	
United Federal Credit Union (7/25/17-7/25/18) @ 1.35%	250,000.00							250,000.00	1.27%	
St. Vincent's Medical FCU (3/31/17-4/2/18) @ 1.10%	249,000.00							249,000.00	1.27%	
SUBTOTAL	1,008,164.44	0.00	0.00	0.00	0.00		0.00	1,008,164.44	5.14%	None
CREDIT UNION SAVINGS ACCOUNTS										
F&A FCU Savings (opened 4/28/14)	1,018.17				0.43			1,018.60	0.01%	
Savings	0.00							0.00	0.00%	
SUBTOTAL	1,018.17	0.00	0.00	0.00	0.43		0.00	1,018.60	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										
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)	4,666,731.48							4,666,731.48	23.78%	
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	23.78%	25.00%
TOTAL GENERAL INVESTMENTS	11,622,785.12	(1,000,000.00)	6,000,000.00	3,000,000.00	0.43		0.00	19,622,785.55	100.00%	

*11/1/17 - Plaza Bank officially became part of Pacific Premier Bank

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	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

	Dec-17 Monthly	Majority Sources of Revenue
Beginning Balance:	\$11,622,785.12	
12/11/17	(\$1,000,000.00)	LAIF Withdrawal; Warrants
12/27/17	\$6,000,000.00	LAIF Deposit; Property Tax
12/28/17	\$3,000,000.00	LAIF Deposit; Prop A & C Funds
12/29/17	\$0.43	Savings Account Interest
Ending Balance:	<u>\$19,622,785.55</u>	\$8,000,000.43 Monthly Difference

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

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

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

January 02, 2018

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

December 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
12/11/2017	12/11/2017	RW	1555918		-1,000,000.00
12/27/2017	12/27/2017	RD	1557084		6,000,000.00
12/28/2017	12/28/2017	RD	1557171		3,000,000.00

Account Summary

Total Deposit:	9,000,000.00	Beginning Balance:	5,946,871.03
Total Withdrawal:	-1,000,000.00	Ending Balance:	13,946,871.03

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
December 31, 2017

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	2,683,756.04	2,683,756.04	2,683,756.04	100.00	1	1	1.262	1.280
Investments	2,683,756.04	2,683,756.04	2,683,756.04	100.00%	1	1	1.262	1.280

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	2,941.14	24,210.00
Average Daily Balance	2,877,304.43	4,355,364.41
Effective Rate of Return	1.20%	1.10%

ITEM #22

Reporting period 12/01/2017-12/31/2017

Run Date: 01/09/2018 - 08:32

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

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
December 31, 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			2,683,756.04	2,683,756.04	2,683,756.04	1.280		1.280	1	
		Subtotal and Average	2,877,304.43		2,683,756.04	2,683,756.04	2,683,756.04			1.280	1	
		Total and Average	2,877,304.43		2,683,756.04	2,683,756.04	2,683,756.04			1.280	1	

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Run Date: 01/09/2018 - 08:32

Portfolio SA
CP
PM (PRF_PM2) 7.3.0

Report Ver. 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
December 1, 2017 through December 31, 2017

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		1.280		0.00	500,000.00	
		Subtotal	3,183,756.04			0.00	500,000.00	2,683,756.04
		Total	3,183,756.04			0.00	500,000.00	2,683,756.04

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SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
December 2016 through December 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					
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
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
Average		1	5,169,070.71	0.972%	0.986%	0.986	0	0	1	1

ITEM #22

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

Page 1

Security Type	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 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 #22

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
December 31, 2017

Page 1

	December 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	25,877.77
Plus Accrued Interest at End of Period	9,007.52	9,007.52
Less Accrued Interest at Beginning of Period	(6,066.38)	(10,675.29)
Interest Earned during Period	2,941.14	24,210.00
Total Interest Earned during Period	2,941.14	24,210.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	2,941.14	24,210.00

ITEM #22

Successor Agencies of the City of Montebello
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
December-17

Successor Agencies of the City of Montebello		11/30/17	12/13/17							BALANCE	
LOCAL AGENCY INVESTMENT FUNDS											
STATE OF CALIFORNIA		3,183,756.04	(500,000.00)							2,683,756.04	100.00%
	SUBTOTAL	3,183,756.04	(500,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	2,683,756.04	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	0.00	0.00%
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	0.00	0.00%
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	0.00	0.00%
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	0.00	0.00%
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	0.00	0.00%
TOTAL CRA INVESTMENTS		3,183,756.04	(500,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	2,683,756.04	100.00%

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	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

	Dec-17 Monthly	
Beginning Balance	<u>\$3,183,756.04</u>	
12/13/17	(\$500,000.00)	LAIF Withdrawal;Warrants
Ending Balance:	<u><u>\$2,683,756.04</u></u>	(\$500,000.00) 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

January 02, 2018

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](#)

December 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
12/13/2017	12/13/2017	RW	1556090		-500,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	3,183,756.04
Total Withdrawal:	-500,000.00	Ending Balance:	2,683,756.04

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF DECEMBER 31, 2017**

BANK OF THE WEST

	Account Number	Account Name	12/31/17	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,208,751.50	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$507,737.77	S	Checking Account
3	XXXX-71041	City of Montebello	\$318,366.06	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$12,741.82	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$5,503,523.61	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	\$1,169,022.43	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$864,057.95	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	\$384,294.99	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$10,126,408.78</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	12/31/17	Type	Purpose
1	XX-XX-551	General	\$13,946,871.03	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$2,683,756.04	S	Invest Idle Cash
			<u>\$16,630,627.07</u>		

EAST WEST BANK

	Account Number	Account Name	12/31/17	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	12/31/17	Type	Purpose
1	XXXX30	Savings Account	\$1,018.60	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/17 - 4/27/18)	\$259,164.44	G	Investment
			<u>\$260,183.04</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	12/31/17	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	12/31/17	Type	Purpose
1	CD	Certificate of Deposit (7/25/17 - 7/25/18)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	12/31/17	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	12/31/17	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.94	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,399.64	M	401 a(h) employee benefit
			<u>\$13,412.58</u>		

Total General Cash/Investments	\$25,602,587.87	G	General
Total SA Cash/Investments	\$4,400,245.31	S	Successor Agencies
Total T&A Cash/Investments	\$2,430,117.19	T	Trust & Agency
Total Trustee Cash	\$13,412.58	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$32,446,362.95</u>		

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. 1438, consisting of five pages, and
including**

Warrant No. 576132 through 576325;

Warrant No. 1379 through 1380;

**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 24th DAY OF JANUARY, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
576132	01/08/2018	\$150.00	TRAVEL & MEETINGS	73120	VIVIAN A. ROMERO
576133	01/09/2018	\$57.00	REFUND	1879	DANIELLE GARCIA
576134	01/10/2018	\$97,657.60	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
576135	01/10/2018	\$2,978.69	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
576136	01/10/2018	\$622.78	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576137	01/10/2018	\$1,011.94	REFUND	1921	CALIFORNIA OFFICE OF TRAFFIC SAFETY
576138	01/10/2018	\$19.59	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576139	01/10/2018	\$36.54	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576140	01/10/2018	\$1,284.56	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576141	01/10/2018	\$1,281.37	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576142	01/10/2018	\$373.11	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
576143*	01/10/2018	\$1,335.00	CONTRACT SERVICES	522	DEEPNET SECURITY LIMITED
576144	01/10/2018	\$19.82	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
576145	01/10/2018	\$1,376.01	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
576146	01/10/2018	\$631.49	CONTRACT SERVICES	75430	TEXTRON INC.
576147	01/10/2018	\$511.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
576148	01/10/2018	\$900.00	DUES & SUBSCRIPTIONS	21420	MUNICIPAL CODE CORPORATION
576149	01/10/2018	\$1,354.70	ADVERTISING/PRINTING SERVICES	75280	PGI, INC
576150	01/10/2018	\$168.40	CONTRACT SERVICES	1522	PEOPLE READY INC.
576151	01/10/2018	\$27.95	UTILITY SERVICES	100	PICO WATER DISTRICT
576152	01/10/2018	\$164.17	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
576153	01/10/2018	\$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
576154	01/10/2018	\$21,344.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD
576155	01/10/2018	\$2,559.43	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
576156	01/10/2018	\$538.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.

576157	01/11/2018	\$1,935.00	CONTRACT SERVICES	1926	PASADENA MOVING COMPANY
576158	01/17/2018	\$1,929.50	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
576159	01/17/2018	\$4,167.25	UTILITY SERVICES	39550	AT&T
576160	01/17/2018	\$1,555.24	UTILITY SERVICES	39550	AT&T
576161	01/17/2018	\$648.34	SUPPLIES	74990	AUTOZONE, INC
576162	01/17/2018	\$7,506.29	CREDIT CARD CHARGES	13240	BANKCARD CENTER
576163	01/17/2018	\$6,997.54	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
576164	01/17/2018	\$19.59	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576165	01/17/2018	\$841.44	VEHICLE MAINTENANCE/EXPENSES	177	CLEAN AIR TECHNOLOGIES INC/EUROVAC
576166	01/17/2018	\$1,940.04	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
576167	01/17/2018	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
576168	01/17/2018	\$175.00	ADVERTISING/PRINTING SERVICES	36250	EASTERN GROUP PUBLICATIONS,INC
576169*	01/17/2018	\$500.00	SAFETY PROGRAM	1901	ELIZABETH KOO EDWARDS
576170	01/17/2018	\$996.00	VEHICLE MAINTENANCE/EXPENSES	73470	ENTERPRISE FM TRUST
576171	01/17/2018	\$60.44	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
576172	01/17/2018	\$88.36	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
576173	01/17/2018	\$340.00	DUES & SUBSCRIPTIONS	33920	GOLF COURSE SUPERINTENDENTS ASSOCIATION
576174	01/17/2018	\$136.64	FUEL	17390	HAWK II ENVIRONMENTAL CORP.
576175	01/17/2018	\$1,867.22	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
576176	01/17/2018	\$3,098.31	VEHICLE MAINTENANCE/EXPENSES	1822	JOHNSON EQUIPMENT COMPANY
576177	01/17/2018	\$329.32	TRAVEL & MEETINGS	263	VO SI LAM
576178	01/17/2018	\$5.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
576179	01/17/2018	\$511.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
576180	01/17/2018	\$1,000.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
576181	01/17/2018	\$15,483.44	VEHICLE MAINTENANCE/EXPENSES	54300	MONTEBELLO TIRE PROS/SHAK ENTERPRISES, INC.
576182	01/17/2018	\$2,188.67	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
576183	01/17/2018	\$39.99	SUPPLIES	49850	NORTHERN TOOL & EQUIPMENT CO.
576184	01/17/2018	\$275.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
576185	01/17/2018	\$365.00	DUES & SUBSCRIPTIONS	6880	PESTICIDE APPLICATORS PROFESSIONAL ASSOC.
576186	01/17/2018	\$499.68	REIMBURSEMENT	42490	LINDA PAYAN
576187	01/17/2018	\$73.37	SUPPLIES	538	PCMG, INC.

576188	01/17/2018	\$2,322.27	FUEL	19700	PHILIPS 66/SYNCHRONY BANK
576189	01/17/2018	\$94.28	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
576190	01/17/2018	\$656.00	CONTRACT SERVICES	6070	QUALITY JET ROOTER
576191	01/17/2018	\$470.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
576192	01/17/2018	\$234.16	TRAINING	45050	OMAR RODRIGUEZ
576193	01/17/2018	\$27.79	TRAVEL & MEETINGS	73120	VIVIAN A. ROMERO
576194	01/17/2018	\$60,951.28	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
576195	01/17/2018	\$6,277.20	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC
576196	01/17/2018	\$1,650.67	REIMBURSEMENT	9340	GEORGE S. SIMONIAN
576197	01/17/2018	\$348.45	SUPPLIES	43230	SIRCHIE ACQUISITION COMPANY, LLC
576198	01/17/2018	\$125,262.41	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
576199	01/17/2018	\$18,921.67	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
576200	01/17/2018	\$322.60	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
576201	01/17/2018	\$90.35	UTILITY SERVICES	526	T-MOBILE USA, INC.
576202	01/17/2018	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
576203	01/17/2018	\$1,927.20	SUPPLIES	69680	TRIANGLE SPORTS, INC.
576204	01/17/2018	\$355.96	SUPPLIES	45120	ULINE
576205	01/17/2018	\$2.74	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
576206	01/17/2018	\$494.32	UTILITY SERVICES	23610	VERIZON WIRELESS
576207	01/17/2018	\$3,226.42	UTILITY SERVICES	23610	VERIZON WIRELESS
576208	01/17/2018	\$72.13	UTILITY SERVICES	23610	VERIZON WIRELESS
576209	01/17/2018	\$319.02	UTILITY SERVICES	23610	VERIZON WIRELESS
576210	01/17/2018	\$111.66	UTILITY SERVICES	23610	VERIZON WIRELESS
576211	01/17/2018	\$53.84	UTILITY SERVICES	23610	VERIZON WIRELESS
576212	01/17/2018	\$217.98	UTILITY SERVICES	23610	VERIZON WIRELESS
576213	01/17/2018	\$3,803.28	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
576214	01/17/2018	\$200.00	CONTRACT SERVICES	8160	WINCAL TECHNOLOGY CORPORATION
576215	01/17/2018	\$4,966.95	CONTRACTORS	37720	ADVANCED APPLIED ENGINEERING, INC.
576216	01/17/2018	\$356.65	SUPPLIES	67210	AIR SOURCE INDUSTRIES
576217	01/17/2018	\$8,352.00	CONTRACT SERVICES	14	ALCORN FENCE COMPANY
576218	01/17/2018	\$20.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.

576219	01/17/2018	\$2,671.50	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
576220	01/17/2018	\$854.10	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC.
576221	01/17/2018	\$2,311.79	LEASE PAYMENT	47	ALTEC CAPITAL SERVICES
576222	01/17/2018	\$53,645.07	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
576223	01/17/2018	\$498.23	ADVERTISING/PRINTING SERVICES	35980	ARTE PRINTING/SAEED RADMEHR
576224	01/17/2018	\$53.27	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
576225	01/17/2018	\$5,325.94	SUPPLIES	1529	ATHANS ICE HOUSE/NICHOLAS G ATHANS
576226	01/17/2018	\$236,254.40	CONTRACT SERVICES	40970	ATHENS/ARAKELIAN ENTERPRISES
576227	01/17/2018	\$8,426.78	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
576228	01/17/2018	\$925.81	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
576229	01/17/2018	\$9,228.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
576230	01/17/2018	\$13,097.50	CONTRACT SERVICES	383	BC TRAFFIC SPECIALIST
576231	01/17/2018	\$450.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
576232	01/17/2018	\$330.00	TRAINING	21620	BURRO CANYON ENTERPRISES, INC.
576233	01/17/2018	\$13,489.00	DUES & SUBSCRIPTIONS	32970	CALIFORNIA TRANSIT ASSOCIATION
576234	01/17/2018	\$657.00	RECREATION CLASSES	40850	MARIA E. CASAS
576235	01/17/2018	\$2,600.00	CONTRACT SERVICES	1619	CAT TRACKING INC.
576236	01/17/2018	\$3,889.25	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
576237	01/17/2018	\$248.94	CONTRACT SERVICES	36870	CINTAS CORPORATION
576238	01/17/2018	\$42.50	PREVENTIVE MAINTENANCE	438	CODE RED FIRE, INC.
576239	01/17/2018	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
576240	01/17/2018	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
576241	01/17/2018	\$560.00	INCURRED CLAIMS	1643	COMPANY NURSE
576242	01/17/2018	\$98.64	SUPPLIES	325	COMPLETE OFFICE OF CALIFORNIA, INC.
576243	01/17/2018	\$117,116.14	IMPROVEMENTS OTHER THAN BUILDING	1571	COPP CONTRACTING
576244	01/17/2018	\$3,698.72	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
576245	01/17/2018	\$999.60	CONTRACT SERVICES	26080	L. N. CURTIS & SONS
576246*	01/17/2018	\$2,330.00	MACHINERY & EQUIPMENTS	522	DEEPNET SECURITY LIMITED
576247	01/17/2018	\$83.18	SUPPLIES	13360	DELL MARKETING L.P.
576248	01/17/2018	\$6,061.50	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY, INC.
576249	01/17/2018	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ

576250	01/17/2018	\$550.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
576251	01/17/2018	\$291.30	GENERAL	76360	DIVISION OF THE STATE ARCHITECT
576252	01/17/2018	\$250.00	REFUND	1930	DUNAMIS POWER MINISTRIES
576253	01/17/2018	\$48.18	MACHINERY & EQUIPMENTS	61460	ENTRUST RESOURCES
576254	01/17/2018	\$51.00	CONTRACT SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH,INC
576255	01/17/2018	\$37,500.46	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
576256	01/17/2018	\$421.48	SUPPLIES	38020	FLEET PRIDE, INC.
576257	01/17/2018	\$29,833.34	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
576258	01/17/2018	\$8,974.68	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
576259	01/17/2018	\$574.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL., INC
576260	01/17/2018	\$283.61	CONTRACT SERVICES	52150	GE MOBILE WATER, INC.
576261	01/17/2018	\$2,127.63	SUPPLIES	40150	GENUINE PARTS COMPANY
576262	01/17/2018	\$36,705.17	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION, INC.
576263	01/17/2018	\$717.55	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
576264	01/17/2018	\$1,893.64	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
576265	01/17/2018	\$176.28	SUPPLIES	15440	HOSE-MAN, INC.
576266	01/17/2018	\$62.09	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
576267	01/17/2018	\$2,005.42	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT. INC.
576268	01/17/2018	\$994.71	CONTRACT SERVICES	11940	KONE, INC.
576269	01/17/2018	\$14,354.05	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
576270	01/17/2018	\$2,561.59	SUPPLIES	26670	LIFE-ASSIST, INC.
576271	01/17/2018	\$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
576272	01/17/2018	\$22,386.48	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
576273	01/17/2018	\$250.00	GENERAL GOVERNMENT	133	LIONS CLUB OF MONTEBELLO
576274	01/17/2018	\$306.08	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
576275	01/17/2018	\$119.57	SUPPLIES	20620	LOS ANGELES TRUCK CENTERS, LLC
576276	01/17/2018	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
576277	01/17/2018	\$112.00	ADVERTISING/PRINTING SERVICES	43050	LYNN CARD COMPANY
576278	01/17/2018	\$5,900.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
576279	01/17/2018	\$200.00	REIMBURSEMENT	1636	BRYAN MCHUGH
576280	01/17/2018	\$568.77	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY

576281	01/17/2018	\$1,187.50	VEHICLE MAINTENANCE/EXPENSES	35240	MOBILE TIRE TECH/ERL BERNARD
576282	01/17/2018	\$3,085.50	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
576283	01/17/2018	\$2,111.85	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
576284	01/17/2018	\$17,376.00	MISCELLANEOUS EXPENSE	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
576285	01/17/2018	\$2,294.31	ACCRUED LIABILITIES	23460	MOTOROLA SOLUTIONS, INC.
576286	01/17/2018	\$126.00	RECREATION CLASSES	3790	NADIA MOVSESIAN
576287	01/17/2018	\$629.58	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
576288	01/17/2018	\$65,142.12	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
576289	01/17/2018	\$385.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
576290	01/17/2018	\$6,207.61	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
576291	01/17/2018	\$462.00	RECREATION CLASSES	41180	MANUEL NUNEZ
576292	01/17/2018	\$702.24	SUPPLIES	15620	OFFICE DEPOT
576293	01/17/2018	\$553.61	CONTRACT SERVICES	19480	ORKIN EXTERMINATING CO., INC.
576294	01/17/2018	\$4,300.00	CONTRACT SERVICES	1867	PCI
576295	01/17/2018	\$1,050.00	RETIREMENT	13680	PEERY & ASSOCIATES, INC.
576296	01/17/2018	\$180.12	CONTRACT SERVICES	53520	PRAXAIR
576297	01/17/2018	\$90.93	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
576298	01/17/2018	\$2,400.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
576299	01/17/2018	\$120.00	RECREATION CLASSES	65000	JOAQUIN B. RENTERIA
576300	01/17/2018	\$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
576301	01/17/2018	\$820.70	SUPPLIES	2070	ROY CHIEN
576302*	01/17/2018	\$4,209.31	MACHINERY & EQUIPMENTS	1928	S & A SYSTEMS, INC.
576303	01/17/2018	\$500.00	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
576304	01/17/2018	\$941.87	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576305	01/17/2018	\$4,015.58	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576306	01/17/2018	\$1,932.91	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576307	01/17/2018	\$112.20	CONTRACT SERVICES	36350	SHRED-IT USA
576308	01/17/2018	\$26,212.83	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
576309	01/17/2018	\$270.36	CONTRACT SERVICES	736	SIERRA DISPLAY, INC.
576310	01/17/2018	\$1,256.39	CONTRACT SERVICES	1633	STETSON ENGINEERS INC.
576311	01/17/2018	\$3,877.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS, INC.

576312	01/17/2018	\$953.16	CONTRACT SERVICES
576313	01/17/2018	\$5,761.50	CONTRACT SERVICES
576314	01/17/2018	\$62,842.50	PREPAID EXPENSES
576315	01/17/2018	\$363.10	CONTRACT SERVICES
576316	01/17/2018	\$27,078.00	CONTRACT SERVICES
576317	01/17/2018	\$459.13	CONTRACT SERVICES
576318	01/17/2018	\$407.29	VEHICLE MAINTENANCE/EXPENSES
576319	01/17/2018	\$64.61	VEHICLE MAINTENANCE/EXPENSES
576320	01/17/2018	\$4,500.00	CONTRACT SERVICES
576321	01/17/2018	\$375.80	SUPPLIES
576322	01/17/2018	\$729.48	CONTRACT SERVICES
576323	01/17/2018	\$314.22	SUPPLIES
576324	01/17/2018	\$25,649.25	CONTRACT SERVICES
576325	01/17/2018	\$119.62	SUPPLIES

Total **\$1,377,794.74**

6093 - Successor Agency

1379	01/17/2018	\$517.50	CONTRACT SERVICES
1380	01/17/2018	\$2,050.00	CONTRACT SERVICES

Total **\$2,567.50**

46790	THYSSEN KRUPP ELEVATOR CORP
1639	TRANSTECH ENGINEERS, INC.
1188	TYLER TECHNOLOGIES, INC.
57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
74850	UNIQUE GENERAL SERVICES
131	UNITED SITE SERVICES, INC.
3450	VALLEY POWER SYSTEMS, INC.
25860	WAYNE HARMEIER INC.
40860	WEST COAST ARBORISTS, INC.
13160	WEST-LITE SUPPLY CO.,INC.
22290	WESTERN ALLIED CORPORATION
33390	WHITTIER FERTILIZER COMPANY
1631	YORK RISK SERVICES GROUP, INC.
26850	ZUMAR INDUSTRIES, INC.

16120	ALVAREZ-GLASMAN & COLVIN
15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.

* 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: 1/8/2018 - To Payment Date: 1/17/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
576132	01/08/2018	ROMERO, VIVIAN A	\$150.00
576133	01/09/2018	GARCIA , DANIELLE	\$57.00
576134	01/10/2018	ADVANCED APPLIED ENGINEERING, INC.	\$97,657.60
576135	01/10/2018	APPLE ONE EMPLOYMENT SERVICES	\$2,978.69
576136	01/10/2018	BIRCH COMMUNICATIONS	\$622.78
576137	01/10/2018	CALIFORNIA OFFICE OF TRAFFIC SAFETY	\$1,011.94
576138	01/10/2018	CHARTER COMMUNICATIONS	\$19.59
576139	01/10/2018	CHARTER COMMUNICATIONS	\$36.54
576140	01/10/2018	CHARTER COMMUNICATIONS	\$1,284.56
576141	01/10/2018	CHARTER COMMUNICATIONS	\$1,281.37
576142	01/10/2018	CUMMINS PACIFIC, LLC	\$373.11
576143*	01/10/2018	DEEPNET SECURITY LIMITED	\$1,335.00
576144	01/10/2018	FEDERAL EXPRESS CORPORATION	\$19.82
576145	01/10/2018	HOME DEPOT	\$1,376.01
576146	01/10/2018	JACOBSEN WEST	\$631.49
576147	01/10/2018	MISSION LINEN SUPPLY	\$511.62
576148	01/10/2018	MUNICIPAL CODE CORPORATION	\$900.00
576149	01/10/2018	PACIFIC GRAPHICS INC.	\$1,354.70
576150	01/10/2018	PEOPLE READY INC.	\$168.40
576151	01/10/2018	PICO WATER DISTRICT	\$27.95
576152	01/10/2018	READY REFRESH BY NESTLE	\$164.17
576153	01/10/2018	RICOH AMERICAS CORP.	\$80.26
576154	01/10/2018	STATE WATER RESOURCES CONTROL BOARD	\$21,344.00
576155	01/10/2018	TPX COMMUNICATIONS	\$2,559.43
576156	01/10/2018	WECK LABORATORIES, INC.	\$538.50
576157	01/11/2018	PASADENA MOVING COMPANY	\$1,935.00
576158	01/17/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,929.50
576159	01/17/2018	AT&T	\$4,167.25
576160	01/17/2018	AT&T	\$1,555.24
576161	01/17/2018	AUTOZONE	\$648.34
576162	01/17/2018	BANKCARD CENTER	\$7,506.29
576163	01/17/2018	CALIFORNIA WATER SERVICE COMPANY	\$6,997.54
576164	01/17/2018	CHARTER COMMUNICATIONS	\$19.59
576165	01/17/2018	CLEAN AIR TECHNOLOGIES INC O/A EUROVAC	\$841.44
576166	01/17/2018	CLEAN SWEEP SUPPLY CO. INC	\$1,940.04
576167	01/17/2018	DAY WIRELESS SYSTEMS	\$783.00
576168	01/17/2018	EASTERN GROUP PUBLICATIONS, INC	\$175.00
576169*	01/17/2018	EDWARDS, ELIZABETH KOO	\$500.00
576170	01/17/2018	ENTERPRISE FM TRUST	\$996.00
576171	01/17/2018	FEDERAL EXPRESS CORPORATION	\$60.44
576172	01/17/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	\$88.36

Payment Register

From Payment Date: 1/8/2018 - To Payment Date: 1/17/2018

Number	Date	Payee Name	Transaction Amount
576173	01/17/2018	GOLF COURSE SUPERINTENDENTS ASSOCIATION	\$340.00
576174	01/17/2018	HAWK II ENVIRONMENTAL CORP.	\$136.64
576175	01/17/2018	HD INDUSTRIES	\$1,867.22
576176	01/17/2018	JOHNSON EQUIPMENT COMPANY	\$3,098.31
576177	01/17/2018	LAM, VO, SI	\$329.32
576178	01/17/2018	LOS ANGELES COUNTY ASSESSOR OFFICE	\$5.00
576179	01/17/2018	MISSION LINEN SUPPLY	\$511.62
576180	01/17/2018	MONTEBELLO CHAMBER OF COMMERCE	\$1,000.00
576181	01/17/2018	MONTEBELLO TIRE PROS	\$15,483.44
576182	01/17/2018	MUNCIE TRANSIT SUPPLY	\$2,188.67
576183	01/17/2018	NORTHERN TOOL & EQUIPMENT CO.	\$39.99
576184	01/17/2018	ORANGE COUNTY TANK TESTING INC	\$275.00
576185	01/17/2018	PAPA	\$365.00
576186	01/17/2018	PAYAN, LINDA	\$499.68
576187	01/17/2018	PCMG, INC. DBA PGM GOV, INC.	\$73.37
576188	01/17/2018	PHILLIPS 66-CONOCO-76	\$2,322.27
576189	01/17/2018	PRUDENTIAL OVERALL SUPPLY	\$94.28
576190	01/17/2018	QUALITY JET ROOTER	\$656.00
576191	01/17/2018	RELIANT URGENT CARE	\$470.00
576192	01/17/2018	RODRIGUEZ, OMAR	\$234.16
576193	01/17/2018	ROMERO, VIVIAN A	\$27.79
576194	01/17/2018	SAN GABRIEL VALLEY WATER CO.	\$60,951.28
576195	01/17/2018	SAWYER PETROLEUM	\$6,277.20
576196	01/17/2018	SIMONIAN, GEORGE S.	\$1,650.67
576197	01/17/2018	SIRCHIE FINGER PRINT LABORATORIES	\$348.45
576198	01/17/2018	SOUTHERN CALIFORNIA EDISON	\$125,262.41
576199	01/17/2018	SOUTHERN CALIFORNIA GAS CO.	\$18,921.67
576200	01/17/2018	STANDARD INSURANCE COMPANY	\$322.60
576201	01/17/2018	T-MOBILE USA, INC.	\$90.35
576202	01/17/2018	TORO NSN	\$229.00
576203	01/17/2018	TRIANGLE SPORTS	\$1,927.20
576204	01/17/2018	ULINE, INC.	\$355.96
576205	01/17/2018	UNITED PARCEL SERVICE	\$2.74
576206	01/17/2018	VERIZON WIRELESS	\$494.32
576207	01/17/2018	VERIZON WIRELESS	\$3,226.42
576208	01/17/2018	VERIZON WIRELESS	\$72.13
576209	01/17/2018	VERIZON WIRELESS	\$319.02
576210	01/17/2018	VERIZON WIRELESS	\$111.66
576211	01/17/2018	VERIZON WIRELESS	\$53.84
576212	01/17/2018	VERIZON WIRELESS	\$217.98
576213	01/17/2018	WATER REPLENISHMENT DISTRICT	\$3,803.28
576214	01/17/2018	WINCAL TECHNOLOGY CORPORATION	\$200.00
576215	01/17/2018	ADVANCED APPLIED ENGINEERING, INC.	\$4,966.95

Payment Register

From Payment Date: 1/8/2018 - To Payment Date: 1/17/2018

Number	Date	Payee Name	Transaction Amount
576216	01/17/2018	AIR SOURCE INDUSTRIES	\$356.65
576217	01/17/2018	ALCORN FENCE COMPANY	\$8,352.00
576218	01/17/2018	ALFONSO TIRES & REPAIRS, INC.	\$20.00
576219	01/17/2018	ALL CITY MANAGEMENT SERVICES	\$2,671.50
576220	01/17/2018	ALLSTAR FIRE EQUIPMENT INC.	\$854.10
576221	01/17/2018	ALTEC CAPITAL SERVICES, LLC	\$2,311.79
576222	01/17/2018	ALVAREZ-GLASMAN & COLVIN	\$53,645.07
576223	01/17/2018	ARTE PRINTING	\$498.23
576224	01/17/2018	ASTRO PLUMBING SUPPLY CO.	\$53.27
576225	01/17/2018	ATHANS ICE HOUSE	\$5,325.94
576226	01/17/2018	ATHENS SERVICES	\$236,254.40
576227	01/17/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$8,426.78
576228	01/17/2018	AUTOZONE	\$925.81
576229	01/17/2018	AVANT GARDE	\$9,228.00
576230	01/17/2018	BC TRAFFIC SPECIALIST	\$13,097.50
576231	01/17/2018	BRIGADE PEST MANAGEMENT	\$450.00
576232	01/17/2018	BURRO CANYON SHOOTING PARK	\$330.00
576233	01/17/2018	CALIFORNIA TRANSIT ASSOCIATION	\$13,489.00
576234	01/17/2018	CASAS, MARIA E	\$657.00
576235	01/17/2018	CAT TRACKING INC.	\$2,600.00
576236	01/17/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$3,889.25
576237	01/17/2018	CINTAS CORPORATION	\$248.94
576238	01/17/2018	CODE RED FIRE, INC.	\$42.50
576239	01/17/2018	COGRAN SYSTEMS LLC	\$500.00
576240	01/17/2018	COLBY'S TOTAL LAWN CARE	\$275.00
576241	01/17/2018	COMPANY NURSE	\$560.00
576242	01/17/2018	COMPLETE OFFICE OF CALIFORNIA, INC.	\$98.64
576243	01/17/2018	COPP CONTRACTING	\$117,116.14
576244	01/17/2018	CUMMINS PACIFIC, LLC	\$3,698.72
576245	01/17/2018	CURTIS, L.N. & SONS	\$999.60
576246*	01/17/2018	DEEPNET SECURITY LIMITED	\$2,330.00
576247	01/17/2018	DELL MARKETING L.P.	\$83.18
576248	01/17/2018	DELTA MOTOR COMPANY, INC.	\$6,061.50
576249	01/17/2018	DIAZ WINDOW CLEANING SERVICE	\$340.00
576250	01/17/2018	DISCOVERY BENEFITS	\$550.00
576251	01/17/2018	DIVISION OF THE STATE ARCHITECT	\$291.30
576252	01/17/2018	DUNAMIS POWER MINISTRIES	\$250.00
576253	01/17/2018	ENTRUST RESOURCES	\$48.18
576254	01/17/2018	ERGOMETRICS	\$51.00
576255	01/17/2018	FIESTA TAXI COOPERATIVE, INC.	\$37,500.46
576256	01/17/2018	FLEET PRIDE, INC.	\$421.48
576257	01/17/2018	FOOTHILL COMMUNICATIONS, LLC	\$29,833.34
576258	01/17/2018	FORD OF MONTEBELLO	\$8,974.68

Payment Register

From Payment Date: 1/8/2018 - To Payment Date: 1/17/2018

Number	Date	Payee Name	Transaction Amount
576259	01/17/2018	FROG ENVIRONMENTAL., INC	\$574.00
576260	01/17/2018	GE MOBILE WATER, INC.	\$283.61
576261	01/17/2018	GENUINE PARTS COMPANY	\$2,127.63
576262	01/17/2018	GEO CORRECTIONS & DETENTION, INC.	\$36,705.17
576263	01/17/2018	GILLIG LLC	\$717.55
576264	01/17/2018	HD INDUSTRIES	\$1,893.64
576265	01/17/2018	HOSE-MAN, INC.	\$176.28
576266	01/17/2018	INLAND KENWORTH, INC.	\$62.09
576267	01/17/2018	INTERSTATE BATTERY SYSTEMS	\$2,005.42
576268	01/17/2018	KONE, INC.	\$994.71
576269	01/17/2018	LAW OFFICES OF JONES & MAYER	\$14,354.05
576270	01/17/2018	LIFE-ASSIST, INC.	\$2,561.59
576271	01/17/2018	LIFTECH ELEVATOR SERVICES, INC	\$595.00
576272	01/17/2018	LINCOLN TRAINING CENTER	\$22,386.48
576273	01/17/2018	LIONS CLUB OF MONTEBELLO	\$250.00
576274	01/17/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$306.08
576275	01/17/2018	LOS ANGELES FREIGHTLINER, INC.	\$119.57
576276	01/17/2018	LOZA-GOMEZ, ANGELICA	\$2,400.00
576277	01/17/2018	LYNN CARD COMPANY	\$112.00
576278	01/17/2018	MARTINEZ CONSULTING SERVICE LLC	\$5,900.00
576279	01/17/2018	McHUGH, BRYAN	\$200.00
576280	01/17/2018	MISSION LINEN SUPPLY	\$568.77
576281	01/17/2018	MOBILE FIRE TECH	\$1,187.50
576282	01/17/2018	MOBILITY ADVANCEMENT GROUP	\$3,085.50
576283	01/17/2018	MONTEBELLO AUTOCRAFT	\$2,111.85
576284	01/17/2018	MONTEBELLO FIRE FIGHTERS ASSOCIATION	\$17,376.00
576285	01/17/2018	MOTOROLA SOLUTIONS, INC.	\$2,294.31
576286	01/17/2018	MOVSESIAN, NADIA	\$126.00
576287	01/17/2018	MUNCIE TRANSIT SUPPLY	\$629.58
576288	01/17/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$65,142.12
576289	01/17/2018	NAVARRO'S TOWING SERVICE	\$385.00
576290	01/17/2018	NEW FLYER PARTS	\$6,207.61
576291	01/17/2018	NUNEZ, MANUEL	\$462.00
576292	01/17/2018	OFFICE DEPOT	\$702.24
576293	01/17/2018	ORKIN EXTERMINATING	\$553.61
576294	01/17/2018	PCI	\$4,300.00
576295	01/17/2018	PEERY & ASSOCIATES, INC.	\$1,050.00
576296	01/17/2018	PRAXAIR	\$180.12
576297	01/17/2018	PRUDENTIAL OVERALL SUPPLY	\$90.93
576298	01/17/2018	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	\$2,400.00
576299	01/17/2018	RENTERIA, JOAQUIN B.	\$120.00
576300	01/17/2018	RICOH AMERICAS CORP.	\$168.52
576301	01/17/2018	ROYCHEM	\$820.70

Payment Register

From Payment Date: 1/8/2018 - To Payment Date: 1/17/2018

Number	Date	Payee Name	Transaction Amount
576302*	01/17/2018	S & A SYSTEMS, INC.	\$4,209.31
576303	01/17/2018	SALDANA LANDSCAPE INC.	\$500.00
576304	01/17/2018	SAN GABRIEL VALLEY WATER CO.	\$941.87
576305	01/17/2018	SAN GABRIEL VALLEY WATER CO.	\$4,015.58
576306	01/17/2018	SAN GABRIEL VALLEY WATER CO.	\$1,932.91
576307	01/17/2018	SHRED-IT USA LLC.	\$112.20
576308	01/17/2018	SIEMENS INDUSTRY INC.	\$26,212.83
576309	01/17/2018	SIERRA DISPLAY, INC.	\$270.36
576310	01/17/2018	STETSON ENGINEERS INC.	\$1,256.39
576311	01/17/2018	SUPERIOR PAVEMENT MARKINGS, INC.	\$3,877.00
576312	01/17/2018	THYSSEN KRUPP ELEVATOR CORP	\$953.16
576313	01/17/2018	TRANSTECH ENGINEERS, INC.	\$5,761.50
576314	01/17/2018	TYLER TECHNOLOGIES, INC.	\$62,842.50
576315	01/17/2018	UNDERGROUND SERVICE ALERT OF SOUTHERN CA	\$363.10
576316	01/17/2018	UNIQUE GENERAL SERVICES	\$27,078.00
576317	01/17/2018	UNITED SITE SERVICES, INC.	\$459.13
576318	01/17/2018	VALLEY POWER SYSTEMS, INC.	\$407.29
576319	01/17/2018	WAYNE ELECTRIC COMPANY	\$64.61
576320	01/17/2018	WEST COAST ARBORISTS, INC.	\$4,500.00
576321	01/17/2018	WEST-LITE SUPPLY CO.,INC.	\$375.80
576322	01/17/2018	WESTERN ALLIED CORPORATION	\$729.48
576323	01/17/2018	WHITTIER FERTILIZER COMPANY	\$314.22
576324	01/17/2018	YORK RISK SERVICES GROUP, INC.	\$25,649.25
576325	01/17/2018	ZUMAR INDUSTRIES, INC.	\$119.62

Type Check Totals:

\$1,377,794.74

4331 - General Account Totals

6093 - Successor Agency

Check

1379	01/17/2018	ALVAREZ-GLASMAN & COLVIN	\$517.50
1380	01/17/2018	SCS FIELD SERVICES	\$2,050.00

Type Check Totals:

\$2,567.50

6093 - Successor Agency 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.