

MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, FEBRUARY 14, 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
Interim Police Chief
Controller/Interim Director of Finance
Director of Recreation and Community Services
Director of Transportation**

**Danilo Batson
Fernando Pelaez
Brad Keller
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 Cases: K. Montoya v. City of Montebello; L. Scott v. City of Montebello; J. Calleros v. City of Montebello
5. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957
Title: Police Chief
Title: Director of Planning and Community Development
6. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8:
Property: 114-124 S. 6th Street
Agency negotiator: Andrew Pasmant, City Manager
Negotiating parties: Ku and Associates
Under negotiation: Price and Terms; Compliance with Purchase & Sale Agreement

REGULAR SESSION

7. **INVOCATION**

PLEDGE OF ALLEGIANCE

8. **PRESENTATIONS**

A. MONTEBELLO POLICE FOUNDATION PRESENTATION

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. CORRECTIONS 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 **Item Nos. 14, 16, 17, 18, 22, 23** and any items upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

14. PUBLIC HEARING – AMENDMENT TO THE CHAPTER 5.90 OF THE MONTEBELLO MUNICIPAL CODE, AND AN AMENDMENT TO THE ZONING CODE, BOTH RELATING TO COMMERCIAL CANNABIS ACTIVITIES; SOLICITATION OF APPLICATIONS FOR CULTIVATION, MANUFACTURING, AND TESTING SITES

COMMENT: The City Council will: (1) receive a presentation from staff concerning an Ordinance amending Chapter 5.90 and a Zoning Amendment relating to commercial cannabis activities; (2) conduct a public hearing on the proposed Zoning Amendment; and (3) either (a) approve first reading of the Amendment to Chapter 5.90 and the Zoning Code Amendment, and approve issuance of a Solicitation for Applications for Commercial Cannabis Sites; or (b) provide alternative direction to staff.

As a separate agenda item, the City Council will consider the adoption of fees to recover the City's costs of receiving and reviewing applications. Because these annual payments will be negotiated, at this time staff is unable to estimate the total amount of new revenues the City can anticipate receiving. That said, this will be a component of the development agreement review process, and the City Council retains the discretion to refuse approval of any or all applications if it finds the negotiated payments will be inadequate to offset the City's costs.

RECOMMENDATION: It is recommended that the City Council: (1) receive a presentation from staff concerning an Ordinance amending Chapter 5.90 and a Zoning Amendment relating to commercial cannabis activities; (2) conduct a public hearing on the proposed Zoning Amendment; and (3) either (a) approve first reading of the Amendment to Chapter 5.90 and the Zoning Code Amendment, and approve issuance of a Solicitation for Applications for Commercial Cannabis Sites; or (b) provide alternative direction to staff.

CONSENT MATTERS

15. A RESOLUTION ESTABLISHING NEW FEES RELATED TO DEVELOPMENT AGREEMENT APPLICATIONS FOR COMMERCIAL CANNABIS ACTIVITIES

COMMENT: If the City Council approves the operation of cannabis cultivation, manufacturing, and testing facilities in the City (presented as a separate agenda item), the operators of such facilities will be required to enter into a development agreement with the City. Because this would be a new land use in the City, and because of the detailed application review process prior to approval, it is recommended that the City Council establish fees to recover the costs incurred in receiving, reviewing, scoring, and processing development agreement applications.

There is no fiscal impact to the City associated with adopting the Resolution, it will be a “revenue neutral” action. Failure to adopt the Resolution will result in the City’s General Fund paying for the cost to administer the City’s commercial cannabis program.

RECOMMENDATION : If the City Council takes action earlier in the meeting to approve the operation of cannabis cultivation, manufacturing, and testing facilities in the City, it is recommended that the City Council: (1) receive a presentation from staff concerning proposed application and processing fees; (2) conduct a public hearing on the proposed fees; and adopt the attached Resolution establishing the amount of the fees.

16. MID-YEAR FINANCIAL REPORT (JULY 1, 2017 THROUGH DECEMBER 31, 2017) AND MID-YEAR BUDGET REVIEW

RECOMMENDATION: Move to note and file said report.

17. COUNCIL ASSIGNMENTS

COMMENT: The City Council reviews City Council assignments on an annual basis. The City Council will review and consider City Council assignments, representatives and alternates to various organizations affiliated with the City, as desired.

There is no impact to the General Fund.

RECOMMENDATION: Move that the City Council take action to fill assignments, and/or direct staff to make any other changes that the City Council may desire.

18. A REQUEST TO RECEIVE AND FILE A REPORT ADDRESSING THE COST TO CREATE A TEMPORARY GREENSPACE AREA AT TAYLOR RANCH AND REMOVE THE EXISTING CHAIN LINK FENCE

COMMENT: The City Council will receive and file a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and direct staff as appropriately.

The cost for completing the proposed improvements at Taylor Ranch Park to create a greenspace is \$603,000. The Transportation Department could provide approximately \$225,000 in transit operational grant funds to improve the parking lot and restroom facility for used by their bus drivers. The remaining balance of \$378,000 will need to come from other sources (General Fund Reserves or Taylor Ranch Redevelopment Bond).

RECOMMENDATION: That the City Council receive and file a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and direct staff as appropriately.

19. CITY OF MONTEBELLO ADMINISTRATIVE POLICY: ADDENDUM TO FEDERAL GRANTS PROCUREMENT GUIDELINES VIB2

COMMENT: The City Council will consider approval of Addendum No. 1 to the City of Montebello’s Administrative Policy related to its Federal Grants Procurement Guidelines.

There is no fiscal impact associated with this action.

RECOMMENDATION: Staff recommends that the City Council approve Addendum No. 1 (Exhibit “A”), to the City of Montebello’s Administrative Policy related to its Federal Grants Procurement Guidelines.

20. AWARD OF AGREEMENT FOR REQUEST FOR PROPOSALS NO. 18-2 - CALIFORNIA SENATE BILL 90 STATE-MANDATED COST CLAIMS REIMBURSEMENT

COMMENT: The City Council will consider for approval and award of a contract in the amount of \$6,900 to MGT Consulting Group for the California Senate Bill 90 State-Mandated Cost

Claims Reimbursement and authorize the Acting City Manager to execute the Agreement on behalf of the City.

Funding for this project comes from the City's General Fund.

RECOMMENDATION: It is recommended that City Council: (1) Award a contract in the amount of \$6,900.00 to MGT Consulting Group for RFP No. 18-2 - California Senate Bill 90 State-Mandated Cost Claims Reimbursement; (2) Authorize the Acting City Manager to execute the Agreement on behalf of the City.

21. REQUEST FOR CITY COUNCIL TO ACCEPT AS COMPLETE C.P. 825 – WASHINGTON BOULEVARD STREET IMPROVEMENT – PHASE II FROM WEST CITY LIMIT TO THE EAST CITY LIMIT AND AUTHORIZE THE CITY CLERK TO PROCESS A NOTICE OF COMPLETION

COMMENT: The City Council is requested to accept as complete C.P. 825 – Washington Boulevard Street Improvement – Phase II from West City Limit to the East City Limit and authorize the City Clerk to process a Notice of Completion.

The project experienced a savings of \$200,898.88 or (16.8%). This project is funded by STPL, Prop C and Prop A Exchange funds. There is no impact on the General Fund.

RECOMMENDATION: That the City Council accepts as complete C.P. 825 – Washington Boulevard Street Improvement – Phase II from West City Limit to the East City Limit and authorize the City Clerk to process a Notice of Completion.

22. CONCESSION AGREEMENT BETWEEN THE CITY AND GOLF PRO THOMAS CAMACHO

COMMENT: The City Council will consider discussion of the current Concession Agreement between the City and Golf Pro Thomas Camacho (Agreement No. 1628) and provide staff with directions on the matter.

Consideration of this item has no impact on the City's General Fund. If the City Council elects to conduct a performance audit, as City Management is proposing, funding for such an action will require City Council action/approval at a future meeting.

RECOMMENDATION: That the City Council discuss and provide direction relating to the Concession Agreement between the City of Montebello ("City") and Golf Pro Thomas Camacho ("Camacho") (Agreement No. 1628).

23. 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 either approving a contract for on-call sewer maintenance and plumbing services to Sebastian Waterworks Inc., dba Mr Rooter Plumbing in an amount not to exceed \$240,000.00 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 Contact Agreement or rejecting all bids received in response to said RFP and direct staff to re-issue the RFP.

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 either: (1) Approving a contract for on-call sewer maintenance and plumbing services with Sebastian Waterworks, Inc., dba Mr. Rooter Plumbing, in an amount not to exceed \$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, or (2) Rejecting all bids received in response to said RFP and direct staff to reissue the RFP.

24. AWARD PEST CONTROL SERVICES CONTRACT, REQUEST FOR PROPOSAL NO.18-23

COMMENT: The City Council will consider awarding a Contract Agreement in the amount of \$15,324 to Dewey Pest Control for Request for Proposal (RFP) No. 18-23 for Annual Pest Control Services for various City Buildings and Parks and authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

As part of the approved Fiscal Year 2017/2018 City Budget, funds for pest control services were appropriated in the Maintenance and Operations Budgets of the following departments: Public Works, Police, Fire, Parks & Community Services, and Transportation.

RECOMMENDATION: It is recommended that City Council: (1) Award a contract in the amount of \$15,324 to Dewey Pest Control; and (2) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

25. ADOPT A RESOLUTION APPOINTING A MEMBER AND ONE ALTERNATE TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA)

COMMENT: The City of Montebello City Council will consider appointment, by resolution, a new alternate board member to represent the City of Montebello on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA).

RECOMMENDATION: Adopt a Resolution appointing the Assistant City Manager/Director of Public Works and the Administrative Analyst in Public Works represent the City of Montebello on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

26. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: Farmers Insurance in the amount of \$2,240.00; L. Ramirez in the amount of \$8,000.00; M. Marin in the amount of \$227.00; and E. Castaneda in the amount of \$2,800.00.

27. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 14, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated February 14, 2018.

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

COUNCIL ORALS

29. COUNCILMEMBER ROMERO

- a. Update on recent bills
- b. Report on ICA Conference
- c. Update on Caltrans

30. COUNCILMEMBER MOLINARI

None.

31. COUNCILMEMBER BARAJAS

None.

32. MAYOR PRO TEM HADJINIAN

None.

33. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Christopher G. Cardinale, Assistant City Attorney

SUBJECT: Public Hearing – Amendment to the Chapter 5.90 of the Montebello Municipal Code, and an Amendment to the Zoning Code, Both Relating to Commercial Cannabis Activities; Solicitation of Applications for Cultivation, Manufacturing, and Testing Sites

DATE: February 14, 2018

RECOMMENDATION

It is recommended that the City Council: (1) receive a presentation from staff concerning an Ordinance amending Chapter 5.90 and a Zoning Amendment relating to commercial cannabis activities; (2) conduct a public hearing on the proposed Zoning Amendment; and (3) either (a) approve first reading of the Amendment to Chapter 5.90 and the Zoning Code Amendment, and approve issuance of a Solicitation for Applications for Commercial Cannabis Sites; or (b) provide alternative direction to staff.

BACKGROUND

A. The Adult Use of Marijuana Act

Over the past two (2) decades, California's regulation of medical and non-medicinal cannabis has changed significantly. While the cultivation, manufacture, sale, use, and possession of cannabis were once crimes under California law, in 1996 these activities were "decriminalized" for medicinal purposes by the Compassionate Use Act of 1996 ("CUA"). Then in 2016, California voters approved the "Adult Use of Marijuana Act" ("AUMA") to legalize such cannabis activities for non-medical or "adult use" purposes.

In June 2017, the California Legislature approved, and the Governor signed, Senate Bill 94 into law – the "Medicinal and Adult-Use Cannabis Regulation and Safety Act" ("MAUCRSA"). The MAUCRSA merged California's preexisting licensing scheme for medical cannabis (enacted in 2015 by the "Medical Cannabis Regulation and Safety Act"), with the licensing scheme enacted by the AUMA for "adult-use" cannabis. The result is a single statutory scheme governing various medicinal and adult use cannabis activities which are cumulatively defined as "commercial cannabis activities."

As required by the AUMA, on January 1, 2018, the California Bureau of Cannabis Control (“Bureau”) began issuing licenses allowing recipients to engage in “commercial cannabis activities,” including the cultivation, manufacture, testing, and retail sale of cannabis and cannabis products. On December 12, 2017, the Bureau adopted Regulations to clarify and implement various provisions of the AUMA.

B. Local Regulation of Commercial Cannabis Activities

Cities and counties have the authority to regulate or entirely prohibit any or all “commercial cannabis activities” for which a license is available under state law. Local governments have varied in their regulatory approach, but a growing number have authorized at least some cannabis activities to be operated within their jurisdiction. A list of jurisdictions in Los Angeles and Orange Counties that, as of January 3, 2018, allow some form of commercial cannabis activities is included in Attachments “1” and “2,” respectively.

C. Montebello’s Regulation of Commercial Cannabis Activities

The City of Montebello has historically banned all commercial cannabis activities. More recently, in anticipation of voters’ approval of the AUMA, on October 26, 2016, the City Council approved a temporary moratorium on all commercial cannabis activities in the City. The moratorium expired on October 25, 2017.

(1) Chapter 9.60 – Personal Indoor Cultivation

On January 25, 2017, the City Council adopted Ordinance No. 2393 to add Chapter 9.60 to the Montebello Municipal Code (“MMC” or “Code”), “Personal Marijuana Cultivation.” Chapter 9.60 now requires permit before any person may cultivate cannabis inside their private residence, and bans all outdoor personal cultivation activities.

(2) Chapter 5.90 – Cannabis Cultivation, Manufacturing, and Testing

During its meeting on September 13, 2017, the City Council adopted Ordinance No. 2399 to enact Chapter 5.90, “Cannabis Cultivation, Manufacturing and Testing” (“Chapter 5.90”). Chapter 5.90 authorizes persons to engage in the cultivation, manufacture, and testing of cannabis and cannabis products in the City, provided that: (1) an amendment to the Montebello Zoning Code is approved that adds cultivation, manufacturing, and testing sites as permissible land uses in the City; and (2) each operator receives a conditional use permit and development agreement from the City.

(3) Planning Commission’s Approval of Zoning Code Amendment

On September 5, 2017, the Planning Commission conducted a duly noticed public hearing, and recommended the City Council approve a Zoning Amendment to allow the cultivation, manufacture, and/or testing of cannabis and cannabis products in the M-1

(Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts. The proposed Zoning Amendment also included minimum development, operating, and security standards, and prohibited such facilities from being located within 600 feet of any school, day care, or youth center. The Zoning Amendment further memorialized the conditional use permit and development agreement as operating conditions.

On September 27, 2017, the City Council held a public hearing on the proposed Zoning Amendment. After briefly discussing the matter, the City Council tabled it to a future meeting.

DISCUSSION

Three (3) separate actions are presented for the City Council's consideration: (1) an Ordinance amending Chapter 5.90; (2) the Zoning Amendment; and (3) a proposed solicitation or invitation for interested parties to apply for a development agreement. Each are discussed in turn below.

A. Ordinance Amending Chapter 5.90

As summarized above, the City Council enacted Chapter 5.90 shortly after the MAUCRSA became law, and before the Bureau issued their Regulations. Relatedly, on September 16, 2017, the Legislature enacted Assembly Bill 133 to amend state law regarding the delivery and transportation of cannabis.

As a result of these revisions to state law, Chapter 5.90 currently includes language and terms that, though not directly contrary to state law, creates unnecessary confusion for the public and potential operators. For example, Section 5.90.010 of the Code currently defines several terms with reference to Section 19300.5(ad) of the Business and Professions Code; a section that has been repealed by the Legislature. Similarly, Chapter 5.90 references various state statutes that have since been renumbered or re-codified to different sections, and Chapter 5.90 lacks reference to the Regulations or the MAUCRSA.

To address these issues, and to avoid unnecessary confusion, the City Attorney's Office recommends that the City Council adopt the attached Ordinance to "clean up" Chapter 5.90. The proposed Ordinance is substantively similar to the current version of Chapter 5.90, but includes a few new sections to correspond to the Zoning Amendment approved by the Planning Commission, and to respond to recent changes in state law.

B. Zoning Amendment

The proposed Zoning Amendment would add cannabis cultivation, manufacture, and testing facilities as a permitted use in M-1 and M-2 zoning districts, subject to the City's issuance of a conditional use permit and development agreement.

The attached version of the Zoning Amendment was approved by the Planning Commission, and the City Council has several options. It may: (1) adopt the Zoning Amendment as presented; (2) adopt a more restrictive version of the Zoning Amendment; (3) refer the Zoning Amendment back to the Planning Commission for further consideration; or (4) simply deny it. The following considerations may bear on the City Council's decision.

(1) Permissible Zoning Districts

The location of M-1 and M-2 zoning districts in the City are reflected in "light blue" and "dark blue," respectively, on the attached zoning maps. (Attachments 3-6.) These zoning districts are predominately located south of Whittier Blvd., and along the "fringe" of the City's eastern, western, and southern boundaries.

M-1 zones authorize less-intensive industrial uses, and accordingly are located adjacent to residential and commercial zones. The purpose of the M-1 zone "is to provide areas for the establishment of light industrial plants and related activities, and to promote the concentration of such uses in a manner which will foster mutually beneficial relationships within the area." (MMC § 17.34.010.) Uses that are permitted conditionally are by right in the M-1 zone include: acetylene storage; adult businesses (e.g. adult bookstores and gentleman's clubs); air pollution stations; airports and heliports; building storage yards; animal shelters; appliance and auto repair; tattoo establishments; bottling plants; crematoriums; commercial incinerators; and the manufacturing of boxes, candles, cellophane products, ceramics, cigars and cigarettes, cosmetics, and ammunition.

M-2 zones permit heavier and more intensive industrial uses, and therefore are "buffered" from other zoning districts by the M-1 zone. The purpose of the M-2 zone "is to preserve the lands of the city appropriate for heavy industrial uses, to promote uniform and orderly industrial development, to create and protect property values...and to [establish an] aesthetically pleasant industrial district [in the City]." The uses permitted conditionally or by right include those authorized in the M-1 zone, as well as: slaughterhouses; sewage disposal plants; recycling facilities; rock crushing; wire fabrication; welding shops; heavy truck cleaning and washing; sand and gravel storage; impound yards; tanneries; steam electric generating stations; and the manufacturing of yard products, vitamins, toys, tile, stoves, stationary, prefabricated buildings, and soft drinks.

The land uses authorized in the M-1 and M-2 zoning districts are consistent with the indoor cultivation, manufacturing, and testing of cannabis and cannabis products; particularly given the minimum development standards proposed in the Zoning Amendment, as well as the additional regulations the City may impose through a conditional use permit or development agreement.

(2) Buffer From Sensitive Uses

Referenced above, the Zoning Amendment approved by the Planning Commission prevents commercial cannabis activities from being established with 600 feet of any school (k-12), licensed day care facilities, and youth centers (places where persons under the age of 18 regularly congregate).

This restriction mirrors that imposed by state law, but the City has the authority to impose more restrictive distance requirements. For example, the City may impose a greater “buffer” from schools, day cares, or youth centers than the 600 feet mandated by state law, and may add buffers from additional “sensitive uses” (such as residential zones, city facilities, or places of worship).

Attached to this report are four (4) different zoning maps illustrating where commercial cannabis activities would be permitted based upon differing buffer requirements and sensitive uses. Though the City Council will retain the discretion to approve each operating site through the conditional use permit and development agreement process, it may desire to enact more stringent regulations than approved by the Planning Commission.

(3) Development, Operating, and Security Standards

Finally, the proposed Zoning Amendment includes minimum standards governing the development, operation, and security requirements for commercial cannabis sites. These regulations are self-explanatory, and the City Council will have the opportunity to impose additional or alternative restrictions on individual operators through the conditional use permit of development agreement, and based on the location, scope, and nature of each individual operator. Staff notes that operators of commercial cannabis activities also must comply with the stringent operating requirements of the MAUCRSA, AUMA, and Regulations.

C. Solicitation / Invitation to Submit Applications for Commercial Cannabis Activities

Because persons must enter into a development agreement before operating commercial cannabis activities in the City, it is necessary and appropriate to define the application submission, review, and approval process. Should the City allow these land uses, it has an interest in ensuring operators have the requisite knowledge, skill, and expertise to ensure operations comply with state law, the MMC, and do not negatively impact adjacent land uses.

To that end, attached for the City Council's consideration is a draft “Solicitation of Applications to Operate Cannabis Cultivation, Manufacturing, and Testing Facilities.”. The Solicitation, in large part, tracks California's application requirements applicable to licenses issued by the Bureau, and requires applicants to submit detailed personal, financial, criminal history, experience, and related information to the City. It also

requires applicants to identify the nature, size, and scope of the proposed commercial cannabis activities, as well as detailed site and security plans.

As currently proposed, the Solicitation contemplates a three (3) step application review process. First, all applications undergo an initial screening by staff to ensure applicants are complete and comply with minimum requirements. Applications that survive this initial review are then forwarded to a “review committee” comprised of representatives from the Police and Fire Departments, City Administration, Building / Public Works / Engineering, and the City Attorney’s Office. The review committee will score each application, and then forward the scores for review and consideration by the City Council. This process is similar to that utilized to review standard requests for proposals, and will include background and criminal records checks, as well as applicant interviews and presentations.

If the City Council approves the Solicitation (or an amended version thereof), it will be published and the application period will remain open for 30 days (or other period directed by the City Council). Issuing the Solicitation does not require the City Council to approve any applications, but will provide the City Council to review and consider operating proposals before deciding whether to allow the use.

D. Notice and Participation in Drafting Process

Notice of this public hearing has been provided as required by law. The subject of cannabis regulation has been addressed by the City Council on several previous occasions, and the Planning Commission held a public hearing on the Zoning Amendment. Additionally, a “town hall” meeting was held where members of the public were provided an opportunity to pose questions to experts in the field on both sides of the issue.

Staff has previously met with the Police and Fire Departments to discuss their respective concerns with commercial cannabis activities in the City, and the proposed ordinances were circulated to these Departments, as well as to Planning and Administration, during the week of February 5, 2018. Concerns expressed have been incorporated in the proposed ordinances.

FISCAL IMPACT

As a separate agenda item, the City Council will consider the adoption of fees to recover the City’s costs of receiving and reviewing applications.

Additionally, approved operators will be required to reimburse the City for the cost to prepare the development agreement, and the agreement will include a negotiated annual payment to the City. The monies received will be available to fund law enforcement and public safety services, street and public infrastructure improvements, and other activities necessary to enforce compliance with the Code and remediate any negative impacts of the business.

Because these annual payments will be negotiated, at this time staff is unable to estimate the total amount of new revenues the City can anticipate receiving. That said, this will be a component of the development agreement review process, and the City Council retains the discretion to refuse approval of any or all applications if it finds the negotiated payments will be inadequate to offset the City's costs.

CEQA EXEMPTION

The proposed actions are all exempt from the California Environmental Quality Act ("CEQA"), pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of CEQA. The establishment or operation of commercial cannabis activities in the City will be subject to future discretionary action by the Planning Commission and City Council, and accordingly the environmental impacts of the proposed actions are too speculative at this time for meaningful analysis.

SUMMARY

The City Council will: (1) receive a presentation from staff concerning an Ordinance amending Chapter 5.90 and a Zoning Amendment relating to commercial cannabis activities; (2) conduct a public hearing on the proposed Zoning Amendment; and (3) either (a) approve first reading of the Amendment to Chapter 5.90 and the Zoning Code Amendment, and approve issuance of a Solicitation for Applications for Commercial Cannabis Sites; or (b) provide alternative direction to staff.

ATTACHMENTS

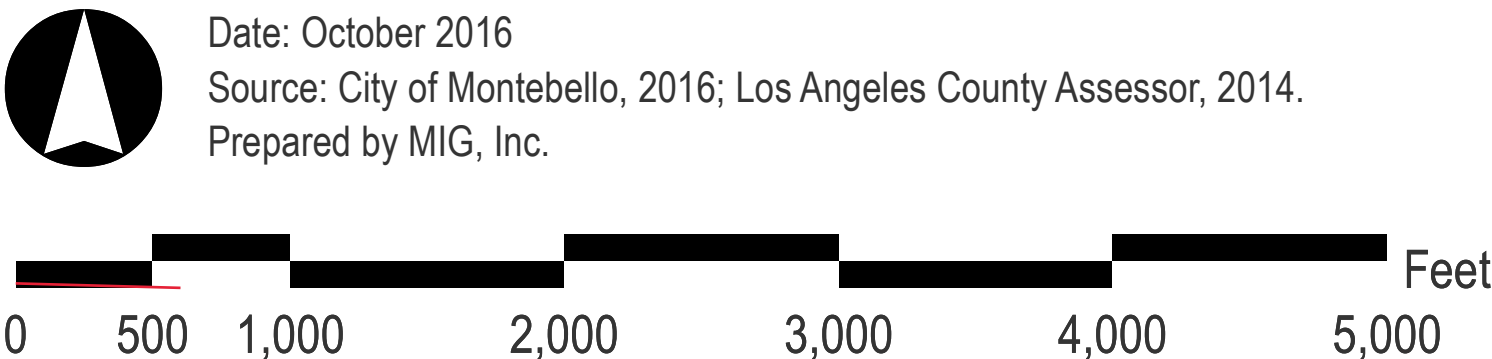
- 1 – Chart of Los Angeles County Cannabis Regulations
- 2 – Chart of Orange County Cannabis Regulations
- 3 – Zoning map showing 600 ft buffer from schools, day cares, and youth centers
- 4 – Zoning map showing 1000 ft buffer from schools, day cares, and youth centers
- 5 – Zoning map showing 600 ft. buffer from schools, day cares, youth centers, and residential zones.
- 6 – Zoning map showing 1000 ft. buffer from schools, day cares, youth centers, and residential zones.
- 7 – Draft Solicitation for Development Agreement Applications (circulated under separate cover)
- 8 – Amendment to Chapter 5.90
- 9 – Zoning Code Amendment

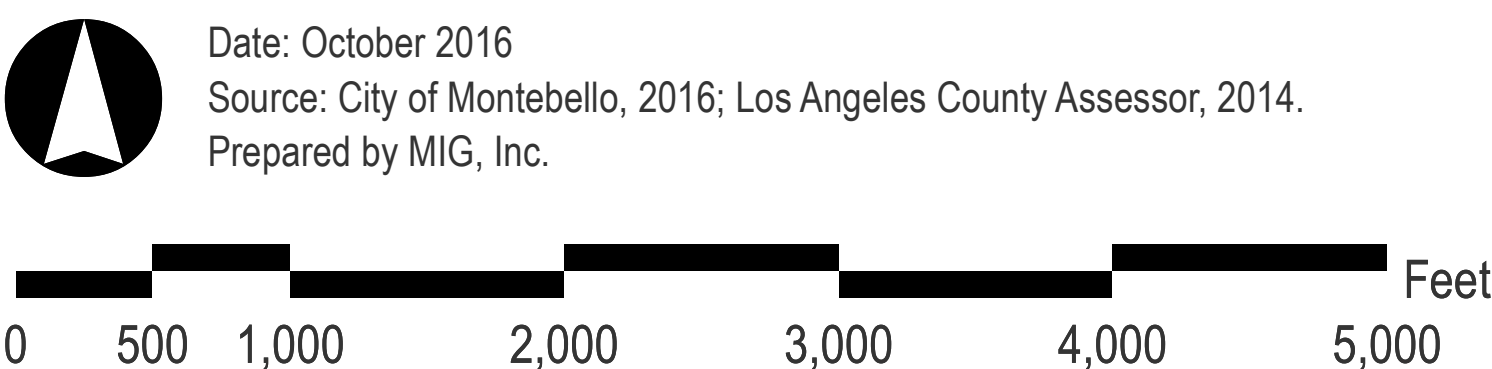
ATTACHMENT 1
County of Los Angeles Cannabis Regulations

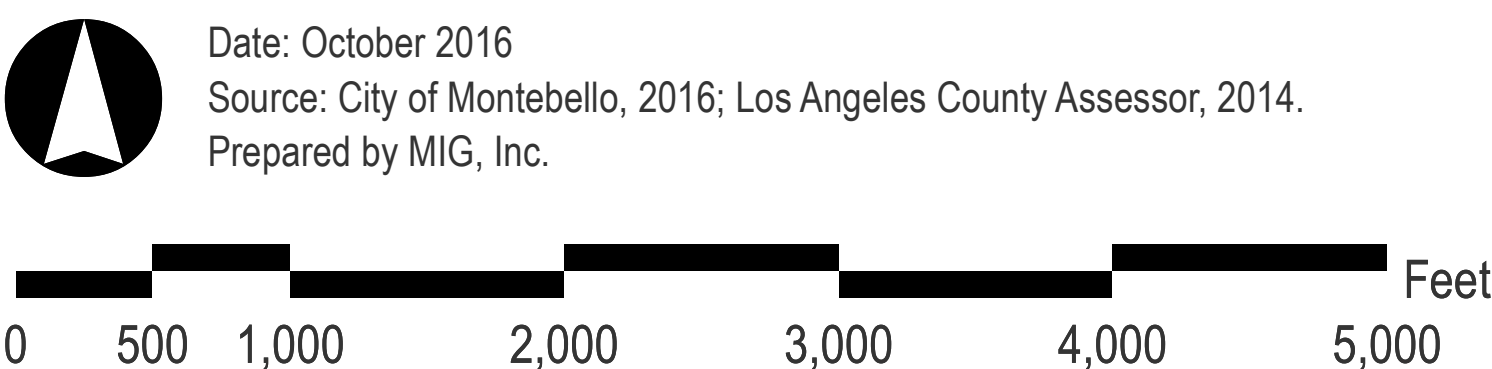
No.	Jurisdiction	Authorized Commercial Cannabis Activities
1	Avalon	Deliveries for medical
2	Baldwin Park	Cultivation, manufacture, and delivery for medical and adult use
3	Bell	Cultivation, manufacture, testing, and delivery for medical
4	Bellflower	Cultivation, manufacture, delivery, and retail sale for medical and adult use
5	Beverly Hills	Outdoor personal cultivation for medical and adult use
6	Burbank	Outdoor personal cultivation for medical and adult use
7	Carson	Cultivation, manufacture, testing, and delivery for medical and adult use
8	Cudahy	Cultivation, manufacture, testing, and delivery for medical
9	Culver City	Cultivation, manufacturing, testing, delivery, and retail sale for medical and adult use
10	El Monte	Cultivation, manufacture, testing, and delivery for medical
11	El Segundo	Outdoor personal cultivation for medical and adult use
12	Huntington Park	Cultivation, manufacture, delivery, and retail sales for medical and adult use
13	Lancaster	Cultivation and manufacture for medical
14	Long Beach	Outdoor personal cultivation for medical and adult use; cultivation, testing, manufacture, delivery, and retail sale for medical
15	Los Angeles	Outdoor personal cultivation for medical and adult use; cultivation, testing, manufacture, delivery, and retail sale for medical and adult use
16	Lynwood	Cultivation, testing, manufacture, and delivery for medical and adult use
17	Malibu	Outdoor personal cultivation for medical and adult use; retail sale for medical
18	Maywood	Outdoor personal cultivation for medical and adult use; cultivation, testing, manufacture, delivery, and retail sale for medical and adult use
19	Monrovia	Testing for medical
20	Palmdale	Cultivation for medical
21	Palos Verdes Estates	Delivery for medical
22	Pasadena	Delivery for medical
23	Redondo Beach	Outdoor personal cultivation for medical and adult use
24	Rolling Hills	Delivery for medical
25	Santa Monica	Cultivation, manufacture, testing, delivery, and retail sale for medical
26	Unincorporated Los Angeles	Outdoor personal cultivation for medical and adult use
27	Vernon	Outdoor personal cultivation for medical and adult use; retail sale for medical
28	West Hollywood	Outdoor personal cultivation for medical and adult use; testing and retail sale for medical and adult use

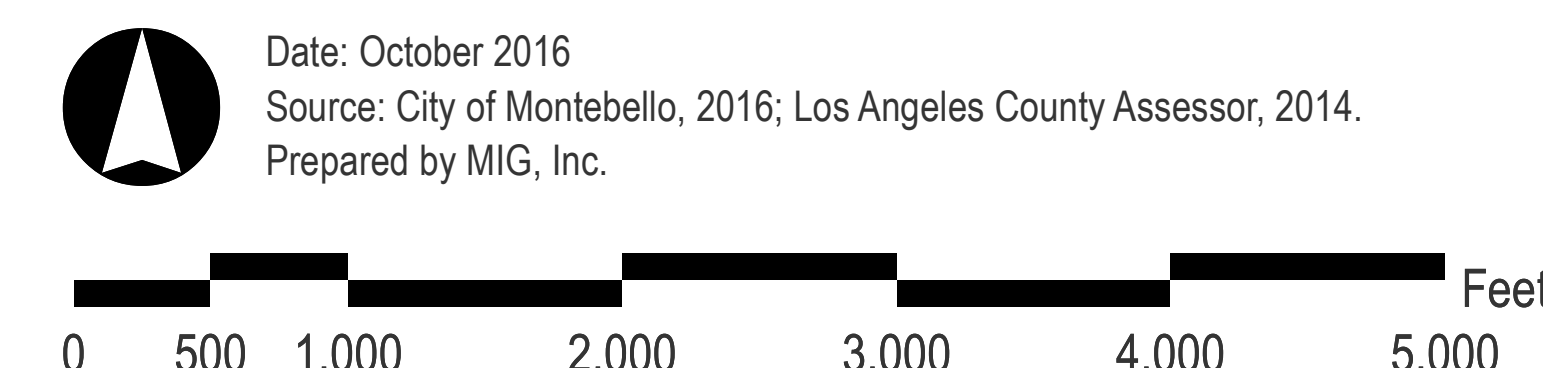
ATTACHMENT 2
County of Orange Cannabis Regulations

No.	Jurisdiction	Authorized Commercial Cannabis Activities
1	Anaheim	Outdoor personal cultivation for medical and adult use
2	Costa Mesa	Manufacture, testing, and delivery for medical
3	Cypress	Outdoor personal cultivation for medical and adult use
4	Dana Point	Outdoor personal cultivation for medical and adult use
5	Fountain Valley	Outdoor personal cultivation for medical and adult use
6	Fullerton	Outdoor personal cultivation for medical and adult use
7	Garden Grove	Outdoor personal cultivation for medical and adult use
8	Irvine	Outdoor personal cultivation for medical and adult use
9	La Palma	Outdoor personal cultivation for medical and adult use
10	Laguna Hills	Outdoor personal cultivation for medical and adult use
11	Laguna Woods	Outdoor personal cultivation for medical and adult use
12	Los Alamitos	Outdoor personal cultivation for medical and adult use
13	Newport Beach	Outdoor personal cultivation for medical and adult use
14	Orange	Outdoor personal cultivation for medical and adult use
15	Santa Ana	Retail sales for medical and adult use
16	Stanton	Outdoor personal cultivation for medical and adult use
17	Unincorporated Orange County	Outdoor personal cultivation for medical and adult use
18	Villa Park	Outdoor personal cultivation for medical and adult use
19	Westminster	Outdoor personal cultivation for medical and adult use
20	Yorba Linda	Outdoor personal cultivation for medical and adult use









ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO, CALIFORNIA, AMENDING
CHAPTER 5.90 OF THE MONTEBELLO MUNICIPAL
CODE PERTAINING TO COMMERCIAL CANNABIS
ACTIVITIES**

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

WHEREAS, in 1996, California voters approved the Compassionate Use Act (“CUA”), the purpose of which was to ensure that persons needing cannabis for medical purposes have the freedom to use it without fear of criminal prosecution;

WHEREAS, in 2004, the Legislature enacted Senate Bill 420 to enact the “Medical Marijuana Program Act” (“MMP”) to clarify the scope of the CUA and provide qualifying patients and their primary caregivers criminal immunities for the collective or cooperative cultivation of cannabis for medical purposes;

WHEREAS, neither the CUA nor MMP impact cities’ rights to regulate or entirely prohibit the cultivation, manufacture, or distribution of cannabis within their jurisdictions, and accordingly in 2013 the City Council adopted an Ordinance enacting Chapter 9.30 which, among other things, prohibited the cultivation or distribution of medical cannabis within City limits, which was amended and updated by Ordinance No. 2365 adopted on January 28, 2015;

WHEREAS, in October 2015, a citizen-sponsored initiative petition was circulated proposing to legalize medical cannabis cultivation and distribution in the City, and the petition received approximately 3,000 signatures from City residents;

WHEREAS, in 2016, the Legislature approved the “Comprehensive Medical Cannabis Regulation and Safety Act,” enacting a licensing and regulatory scheme for medical cannabis, and thereby further refining and regulating medical cannabis activities;

WHEREAS, on November 8, 2016, California voters approved Proposition 64, the “Adult Use of Marijuana Act (the “AUMA”), which became effective immediately and enacted a statutory scheme legalizing, controlling, and regulating the cultivation, processing, manufacture, distribution, testing, and sale of non-medical cannabis and cannabis products for use by adults aged twenty-one (21) and older;

WHEREAS, the AUMA immediately legalized the personal cultivation of up to six (6) cannabis plants upon the grounds of a private residence, and allowed cities to regulate but not prohibit indoor personal cultivation activities, but authorized cities to regulate or prohibit outdoor personal cultivation activities;

WHEREAS, the AUMA's legalization of commercial cannabis activities, including but not limited to the cultivation, manufacture, testing, or sale of cannabis and cannabis products, was stayed pending the State's development of regulations and a permitting scheme which are required to be in place by January 1, 2018, at which point such commercial cannabis activities will be legal in the State of California;

WHEREAS, in anticipation of voters approving the AUMA, and to provide staff time to review regulatory options, on October 26, 2016, the City Council adopted Urgency Ordinance declaring and establishing a temporary moratorium on all commercial cannabis-related activities proposed to be legalized under the AUMA ("Moratorium"), which was extended by the City Council in November 2016;

WHEREAS, following enactment of the AUMA, on January 25, 2017, the City Council adopted Ordinance No. 2393 to regulate and establish a permitting scheme for the indoor personal cultivation of cannabis, and to prohibit the outdoor personal cultivation of cannabis, both as authorized by the AUMA;

WHEREAS, in preparation for implementation of the AUMA, the State has prepared regulations governing commercial cannabis activities and will begin issuing licenses for such activities on or before January 1, 2018, and cities throughout California have been reviewing their existing regulatory schemes and policies to prepare for the prohibition, regulation, or permitting of various commercial cannabis activities authorized by the AUMA;

WHEREAS, the City Council of the City of Montebello is dedicated to regulating the operation of businesses and uses of land in the community in a manner that satisfies the needs and desires of the community, is flexible to changes in State laws and policies, and which identifies and takes advantage of new sources of revenue so that vital public services may be adequately funded;

WHEREAS, over the past decade the State's regulation of medical and commercial cannabis activities has changed significantly, local governments' treatment of medical and commercial cannabis activities has responded in kind, and the City has continually evaluated its regulation of such activities in light of local planning and fiscal goals and objectives, and particularly the desires of the community;

WHEREAS, several cities in Los Angeles County, including those neighboring Montebello, have adopted or are in the process of adopting local ordinances that permit and regulate commercial cannabis activities, and the City's Economic Development Subcommittee has recommended that the City Council revise the City's existing regulations to address regulatory changes at the State and local levels of government, and to take advantage of potential new local revenue opportunities;

WHEREAS, in light of voter's overwhelming approval of the AUMA, the initiative petitions that have been circulated in Montebello proposing to permit various cannabis-related activities, the State laws and regulations that will impose stringent operating and licensing

requirements on cannabis businesses, and the ever-increasing revenue needs of the City, the City Council of the City of Montebello has determined that it is prudent and desirable to allow certain cannabis-related activities and businesses to operate in the City, provided that the location and manner of such activities and businesses is be subject to stringent local regulation; and

WHEREAS, accordingly the City Council of the City of Montebello desires to adopt this Ordinance to accomplish the above-described purposes, and in so doing finds and declares that this Ordinance constitutes a valid exercise of police power in accordance with Article 11, Section 7 of the California Constitution, is consistent with the language and intent of the AUMA, and furthers the health, safety, and general welfare of the residents of the City of Montebello.

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

SECTION 1. Incorporation of Recitals

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

SECTION 2. Chapter 5.90, “Cannabis Cultivation, Manufacturing, and Testing,” of the Montebello Municipal Code, is hereby repealed in its entirety and replaced with the following:

Chapter 5.90 – Commercial Cannabis Activities

5.90.010	Definitions
5.90.020	Commercial Cannabis Activities Prohibited; Exceptions
5.90.030	Relationship to other laws
5.90.040	Cannabis Cultivation, Manufacturing, and Testing Facilities
5.90.050	Application Requirements; Development Agreement and Conditional Use Permit Required
5.90.060	Permitted Zones and Locations; Outdoor Activities Prohibited
5.90.070	No Transfer or Change in Ownership or Location
5.90.080	Nonconforming Uses
5.90.090	Fees and Charges
5.90.100	Limitation on Liability
5.90.110	Inspections
5.90.120	Records
5.90.130	Audits
5.90.140	Violations
5.90.150	Interpretation
5.90.160	Severability

Section 5.90.010 Definitions

For purposes of this chapter, the following definitions shall apply:

“Act” shall mean the California Medical and Adult-Use Cannabis Regulation and Safety Act, as in Business & Professions Code section 26000 *et seq.*

“Applicant” shall mean and refer to a person applying for a development agreement pursuant to this chapter.

“Bureau” shall have the same meaning as in Section 26001(e) of the Business and Professions Code, as the same may be amended from time to time.

“Cannabis” shall have the same meaning as in subsection (f) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Cannabis accessories” shall have the same meaning as in subsection (g) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Cannabis concentrate” as used in this chapter shall have the same meaning as in subsection (h) of Section 26001 of the Business and Professions Code.

“Cannabis products” as used in this chapter shall have the same meaning as in subsection (i) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Commercial cannabis activity” shall have the same meaning as in subsection (k) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time, as the same may be amended from time to time.

“Cultivation” shall have the same meaning as in of subsection (l) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Cultivation site” as used in this chapter shall have the same meaning as in subsection (m) of Business and Professions Code section 26001, as the same may be amended from time to time.

“Customer” as used in this chapter shall have the same meaning as in subsection (n) of Business and Professions Code section 26000, as the same may be amended from time to time.

“Day care center” as used in this chapter shall have the same meaning as in subsection (o) of Business & Professions Code section 26001, as the same may be amended from time to time.

“Development agreement” as used in this chapter shall mean the agreement entered into between a person and the City authorizing said person to engage in commercial cannabis activity within the City’s jurisdictional boundaries.

“Delivery” shall have the same meaning as set forth in subsection (p) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Distribution” shall have the same meaning as in subsection (j) of Section-26001 of the Business and Professions Code, as the same may be amended from time to time.

“Distributor” shall have the same meaning as in subsection (a)(2) of Section 26070 of the Business and Professions Code, as the same may be amended from time to time.

“License” shall have the same meaning as in subsection (y) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Licensee” shall have the same meaning as in subsection (z) of Business and Professions Code section 26000, as the same may be amended from time to time.

“Manufacture” shall have the same meaning as in subsection (ag) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Manufacturer” shall have the same meaning as in subsection (ah) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Manufacture site” shall mean a location where a person conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

“Microbusiness” shall have the same meaning as in subsection (a)(3)(A) of Section 26070 of the Business and Professions Code, as the same may be amended from time to time.

“Operation” or “operate” shall have the same meaning as in subsection (ak) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Owner” as used in this chapter shall have the same meaning as in subsection (al) of Business and Professions Code section 26001, as the same may be amended from time to time.

“Permittee” shall mean a person that has entered into a development agreement with the City authorizing said person to engage in commercial cannabis within the City’s jurisdictional boundaries.

“Person” shall have the same meaning as in subsection (an) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Premises” shall have the same meaning as in subsection (ap) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Purchaser” shall have the same meaning as in subsection (ar) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Regulations” shall mean the regulations in the California Code of Regulations (Title 16, Div. 24) to implement, interpret, and make specific the Act, and providing licensing and enforcement criteria for commercial cannabis businesses in California.

“Retailer” or “retail” shall have the same meaning as in subsection (a)(1) of Section 26070 of the Business and Professions Code, as the same may be amended from time to time.

“Sell,” “sale,” and “to sell” shall have the same meaning as in subsection (as) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Testing laboratory” shall have the same meaning as in subsection (at) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

“Youth Center” as used in this chapter shall have the same meaning as in subsection (av) of Section 26001 of the Business and Professions Code, as the same may be amended from time to time.

Section 5.90.020 Commercial Cannabis Activities Prohibited; Exceptions

A. It shall be unlawful for any person to operate, cause, allow, assist, participate in, engage in, or in any way conduct any commercial cannabis activity within the City, including but not limited to the cultivation, delivery, distribution, manufacture, testing, transport, retail, microbusiness, purchase, sale, testing, distribution, giving away, or otherwise transferring of cannabis or cannabis products, or any other activities for which a license is available under the Act or the Regulations.

B. The prohibitions of subsection (A) shall not apply to the following persons, provided said person operates the specified activity in strict accordance with state law and this Code: (1) a clinic, licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; (2) health care facility, licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; (3) a residential care facility for persons with

chronic life-threatening illness, licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; (3) a residential care facility for the elderly, licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; (4) a residential hospice or home health agency, licensed pursuant to Chapter 8 of the Health and Safety Code; (5) personal indoor cultivation in compliance with Chapter 9.60 of this Code; (6) a licensee's transportation of cannabis or cannabis products on public roads pursuant to subsection (b) of Section 26080 of the Business and Professions Code, as the same may be amended from time to time; or (7) a permittee under this chapter, provided that said person has entered into a development agreement with the City, has been granted a conditional use permit pursuant to Chapter 17.70, has been issued the requisite license from the Bureau, and otherwise complies, at all times, with the provisions of this Code.

Section 5.90.030 Relationship to other laws

Except as otherwise provided herein, this chapter incorporates the requirements of the Act and Regulations. In the event of any conflict between the provisions of this chapter and the provisions of the foregoing, the more restrictive provision shall control.

Section 5.90.040 Cannabis Cultivation, Manufacturing, and Testing Facilities

A. No person shall operate a cultivation site, manufacturing site, or testing laboratory in the City, or otherwise engage in the cultivation, manufacture, or testing of cannabis or cannabis products, for profit or otherwise, except in strict accordance with this chapter, the terms and conditions of the development agreement, any conditions of approval specified in the conditional use permit, and other applicable provisions of this Code.

B. The effectiveness of any provision in this Chapter that provides for the operation of specified commercial cannabis activities in the City is conditioned upon the City Council's adoption of an amendment to Title 17 of this Code adding cannabis cultivation sites, manufacturing sites, and/or testing laboratories, as applicable, as an authorized land use in the City.

Section 5.90.050 Application Requirements; Development Agreement and Conditional Use Permit Required

A. The City Council may, in its sole discretion, approve and direct the issuance of a notice inviting applications, a request for applications, or similar solicitation inviting persons interested in operating commercial cannabis activities in the City to submit an application for a development agreement.

B. Whether to issue a solicitation for applications, the manner of accepting applications, the manner of application review, and whether to approve or deny any such application shall be subject to the sole and absolute discretion of the City Council. The criteria utilized in evaluating or scoring any application for a development agreement shall be that specified in this chapter, elsewhere in this code, or in the solicitation for

applications issued by the City Council. Subject to the discretion of the City Council, the solicitation may include provisions pertaining to: the information required to be submitted by applicants, including but not limited to the application information specified in the Regulations for a license from the Bureau; the City's application review, vetting, and approval processes; the review and scoring criteria that will be utilized by the City in distinguishing among applicants; applicant background checks and verification requirements; conditions of approval; security features and requirements; operating guidelines, standards, limitations, and requirements; site improvement obligations; maintenance requirements; book, accounting, and record keeping requirements; and/or a draft development agreement.

C. A development agreement approved by the City Council is required before any person operates a cultivation site, manufacturing site, or testing laboratory in the City. Said development agreement shall set forth the terms and conditions under which the commercial cannabis activities may be operated, in addition to the terms and conditions otherwise set forth in this Chapter or elsewhere in this Code. Subject to the agreement of any permittee and approval of the City Council, such additional terms and conditions of the development agreement may include, but are not limited to, public outreach and education requirements, community service requirements, the payment of mutually agreeable fees and charges, development and operating plans (including site plan, floor plan, and elevations), security measures, operating standards and procedures, site location and design standards, and such other terms and conditions as may be agreed upon by a permittee and the City Council, as well as those that the City Council deems necessary to protect and promote the public health, safety, and welfare of the community.

D. In addition to a development agreement, no person shall operate a cultivation site, manufacturing site, or testing laboratory unless and until a conditional use permit therefor has been approved by the Planning Commission or City Council, as applicable, in accordance with Chapter 17.70 of this Code. The application process for the conditional use permit shall be the same as is generally applicable to conditional use permits in the City, provided that a development agreement between the permittee and the City shall be a condition precedent to approving a conditional use permit.

E. Nothing in this chapter is intended or shall be construed as requiring the City Council to approve or any development agreements or to otherwise allow commercial cannabis activities in the City. No application for a development agreement will be accepted except during the times specified by the City Council in a solicitation for applications. The City Council's solicitation for, review of, and approval of any application for a development agreement is discretionary, and nothing in this chapter is intended or shall be interpreted as rendering commercial cannabis activities a "by-right" land use in the City.

Section 5.90.060 Permitted Zones; and Locations—~~Restrictions~~; Outdoor Activities Prohibited

A. No commercial cannabis activities shall be permitted in the City except in the zones and locations authorized by Title 17, and except upon the specific premises identified in a permittee's development agreement and conditional use permit.

B. No commercial cannabis activities shall be operated except within a fully enclosed and permanent building. For purposes of this section, the phrase "fully enclosed and permanent building" shall mean a structure having a roof that is enclosed on all sides and is intended and has a useful life appropriate for long-term use, as contrasted with a "temporary building" that is not designed or intended to be permanently located, placed, or affixed to the premises.

Section 5.90.070 No Transfer or Change in Ownership or Location

A. No permittee may sell, transfer, pledge, assign, grant an option, or otherwise dispose of, in whole or in part, their rights or interest under a development agreement entered into pursuant to this chapter, and no owner may sell, transfer, pledge, assign, grant an option, or otherwise dispose of, in whole or in part, their ownership interest in a cultivation site, manufacturing site, or testing laboratory permitted under this chapter, without the advanced discretionary approval of the City Council. Before approving any such request, the City may require the purchaser, assignee, or transferee to provide the same information and materials that are required of an initial applicant, including the payment of associated fees.

B. Before exercising any rights under a development agreement, permittees shall demonstrate proof of lawful possession of the premises where commercial cannabis activities will be operated with such evidence consisting of properly executed deeds of trust, leases, licenses, or similar documents evidencing the permittee's right to possession and use of the premises. Subject to the criteria specified by the City Council in a solicitation for applications, a development agreement may be awarded contingent upon an applicant's subsequent identification of a premises that is acceptable to the City, or subject to an applicant's provision of an option, letter of intent, or similar instrument executed by the current owner of the proposed premises in favor of a permittee or applicant authorizing commercial cannabis activities to be operated thereon.

C. A permittee shall only operate commercial cannabis activities within the area, building, structure, and portion of the premises that is specifically described in development agreement and/or conditional use permit. A permittee shall not relocate, move, or otherwise alter the location of its operations from the specific area so identified without first obtaining approval from the City, regardless of any possessory interest or right to possession to such additional areas. No permittee shall add additional or contiguous units or areas, thereby altering the initially approved premises, without first obtaining the approval of the City Council.

D. No permittee shall sublet, transfer, or otherwise assign any portion of any approved premises for any purpose, unless approved in advance by the City Council.

E. No permittee shall make any physical change, alternation, or modification to the approved premises that materially or substantively alters, in the discretion of the Building Official, the location, production estimates, or the usage of the premises from the plans approved in the development agreement and/or conditional use permit, without the advanced approval of the City Council. For purposes of this subsection, the phrase “materially or substantively alters” shall mean any physical change, alternation, or modification to the area of the premises identified a development agreement or conditional use permit for the operation of commercial cannabis activities that either: (1) increases the capacity or scope of commercial cannabis activities by 5% or more, or (2) requires a building permit under this Code.

Section 5.90.080 Nonconforming Uses

Any premises, location, or person establishing or operating commercial cannabis activities in the City in violation of this chapter shall not be considered a lawful or permitted nonconforming use. Any such unlawfully established business, location, or operation shall constitute a public nuisance subject to abatement by the City.

Section 5.90.090 Fees and Charges

A. Each applicant or permittee shall timely and fully pay all fees set forth in this section. The failure of an applicant to pay the requisite fees is grounds for denial, and the failure of a permittee to pay the requisite fees shall constitute a breach of the development agreement, and is grounds for revocation of the conditional use permit. Except as otherwise provided herein, the amount of each fee may be established by resolution of the City Council.

1. Application fee to cover the City’s costs incurred in the initial acceptance and review of an application for a development agreement, due and payable in full at the time an application is submitted.

2. Processing fee to cover the City’s costs incurred in the review, investigation, scoring, and/or selection of applicant for the award of a development agreement, in accordance with evaluation criteria specified by the City Council in a notice inviting applications, a request for applications, or similar solicitation, due and payable in full at the time an application is submitted. The City may charge a separate processing fee for each round of the application review and selection process.

B. In addition to the fees specified in subsection (A), applicants and permittees shall timely pay all other applicable fees provided for in this Code, including, but not limited to, fees associated with processing applications for conditional use permits, development agreements, building permits, and plan checks, as well as the City’s cost of preparing a development agreement.

C. In addition to the fees set forth in this section, a development agreement entered into pursuant to this chapter may provide for a permittee to pay the City a fair share contribution towards the City's costs incurred in, without limitation, enforcing the provisions of this chapter, inspecting for and remediating any direct or secondary negative impacts of the commercial cannabis activities, and mitigating impacts to the City's existing public facilities caused by the commercial cannabis facility. If applicable, the remediation payments described in this section shall be memorialized in a development agreement, and paid by a permittee to the City in strict accordance with the terms thereof.

Section 5.90.100 Limitation on Liability

A. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to receiving, ~~or~~ reviewing, processing, denying, or approving any application to operate commercial cannabis activities under this chapter.

B. As a condition of submitting an application for a development agreement, and as a further condition of approval, each applicant or permittee, as applicable, shall: (1) agree to indemnify the City and its elected and appointed officers, employees, and representatives, from and against any claims, damages, injuries, or liabilities of any kind relating to or arising from an application, the City's denial or approval of an application, or the operation of commercial cannabis activities; (2) waive any and all claims, damages, injuries, or liabilities of any kind against the City and its elected and appointed officers, employees, and representatives; (3) agree to defend, at its sole cost and expense, any action against the City and/or its elected and appointed officers, employees, and representatives, relating to or arising from an application, denial or approval of an application, or the operation of a commercial cannabis activity; and (4) agree to reimburse the City for any court costs and attorneys' fees (with legal counsel of the City's choice) incurred in any legal challenge relating to an application, the denial or approval of any application, or the operation of a commercial cannabis activity.

Section 5.90.110 Inspections

The City Manager, local law enforcement or code enforcement, or other public safety personnel, shall have the right to enter any and all portions of a premises from time to time, without notice, a search warrant, inspection warrant, subpoena, or court order, between the hours of 10:00 a.m. and 8:00 p.m., or any other reasonable time, to ensure compliance with this chapter, the Act, the Regulations, and any provision or condition of the development agreement or conditional use permit. Such inspection shall include the authority to review or copy any recordings, documents, or other records required to be maintained on the premises. It is unlawful for any permittee, owner, landlord, lessee, employee, or any other person having any responsibility over the operation of the premises to refuse to allow, impede, obstruct or interfere with an inspection or the review or copying of records required under this chapter, including but not limited to, the concealment, destruction, and falsification of any recordings, records, or monitoring.

Section 5.90.120 Records

A. Permittees shall maintain records at the premises accurately and truthfully documenting the following:

1. The full name, address, and telephone number(s) of the owner, landlord and/or lessee of the premises;
2. The full name, address, and telephone number(s) of all persons or owners who are engaged in the management of the premises, and the exact nature of each member's participation in the management or ownership of the premises.
3. All receipts of the premises, including but not limited to all payments, purchases, contributions, reimbursements, and reasonable compensation, whether in cash or in kind, concerning commercial cannabis activities, whether among licensees or otherwise.
4. Proof of compliance with the Act and Regulations, including but not limited to the license issued by the Bureau authorizing a permittee to operate commercial cannabis activities on the premises.
5. Any other documentation described in the development agreement required to be maintained on the premises.

B. The foregoing records shall be maintained by permittees for a period of seven (7) years and shall be made available by the permittee to the Montebello Police Department, other local law enforcement, or the City Manager upon request. If such records are not produced as requested, the City may seek a search warrant, subpoena, or court order to compel access thereto. The records shall be stored at the premises in a manner capable of being reproduced promptly and accurately. Any loss, damage or destruction of the records shall be reported to the Montebello Police Department within twenty-four (24) hours of the loss, destruction or damage.

Section 5.90.130 Audits

No later than February 15 of every calendar year, each permittee shall file with the city one (1) copy of an audit of its operations for the previous calendar year, completed and certified by an independent certified public accountant in accordance with generally accepted auditing and accounting principles. The audit shall include, but not be limited to, a discussion, analysis, and verification of each of the records required to be maintained pursuant to this chapter.

Section 5.90.140 Violations

A. The City may initiate abatement proceedings as authorized by this Code or state law to correct or cure any violation of this chapter or Code. The City shall be entitled to recover its courts costs and reasonable attorneys' fees in the event of a ~~successful~~ court order or judgment of abatement is entered in favor of the City.

B. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable pursuant to Section 1.12.010 of this Code.

C. The penalties and remedies provided herein are in addition to other remedies available at law, and the City shall have the discretion to pursue and prosecute any such available remedy.

Section 5.90.150 Interpretation

The provisions of this chapter shall be read consistent with all the provisions of state and local law, and their implementing regulations, as well as the other provisions of this Code.

Section 5.90.160 Severability

Should any provision of this chapter, or its application to any persons or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 3. CEQA. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Ordinance is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378. Each of the actions or activities authorized by this Ordinance are subject to future and speculative discretionary actions of the City Council, and according environmental review of any resulting impacts is premature.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this __th day of February, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Bernal-Barajas
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO, CALIFORNIA, APPROVING ZONING
CODE AMENDMENT NO. ZC XX-17 PERTAINING TO
CANNABIS CULTIVATION, MANUFACTURING, AND
TESTING FACILITIES**

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

WHEREAS, the Montebello Zoning Code (Title 17 of the Montebello Municipal Code, hereinafter the “Zoning Code”) generally prohibits all land uses in the City that are not expressly listed as a permitted land use, with the list of permitted land uses in the City’s various zoning districts is set forth in Appendix A to the Zoning Code;

WHEREAS, in 1996, California voters approved the Compassionate Use Act (“CUA”), the purpose of which was to ensure that persons needing cannabis for medical purposes have the freedom to use it without fear of criminal prosecution;

WHEREAS, in 2004, the Legislature enacted Senate Bill 420 to enact the “Medical Marijuana Program Act” (“MMP”) to clarify the scope of the CUA and provide qualifying patients and their primary caregivers criminal immunities for the collective or cooperative cultivation of cannabis for medical purposes;

WHEREAS, neither the CUA nor MMP impact cities’ rights to regulate or entirely prohibit the cultivation, manufacture, or distribution of cannabis within their jurisdictions, and accordingly in 2013 the City Council adopted an Ordinance enacting Chapter 9.30 which, among other things, prohibited the cultivation or distribution of medical cannabis within City limits, which was amended and updated by Ordinance No. 2365 adopted on January 28, 2015;

WHEREAS, in October 2015, a citizen-sponsored initiative petition was circulated proposing to legalize medical cannabis cultivation and distribution in the City, and the petition received approximately 3,000 signatures from City residents;

WHEREAS, in 2016, the Legislature approved the “Comprehensive Medical Cannabis Regulation and Safety Act,” enacting a licensing and regulatory scheme for medical cannabis, and thereby further refining and regulating medical cannabis activities;

WHEREAS, on November 8, 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act (the “AUMA”), which became effective immediately and enacted a statutory scheme legalizing, controlling, and regulating the cultivation, processing, manufacture, distribution, testing, and sale of non-medical cannabis and cannabis products for use by adults aged twenty-one (21) and older;

WHEREAS, the AUMA immediately legalized the personal cultivation of up to six (6) cannabis plants upon the grounds of a private residence, and allowed cities to regulate but not prohibit indoor personal cultivation activities, but authorized cities to regulate or prohibit outdoor personal cultivation activities;

WHEREAS, the AUMA's legalization of commercial cannabis activities, including but not limited to the cultivation, manufacture, testing, or sale of cannabis and cannabis products, was stayed pending the State's development of regulations and a permitting scheme which are required to be in place by January 1, 2018, at which point such commercial cannabis activities will be legal in the State of California;

WHEREAS, in anticipation of voters approving the AUMA, and to provide staff time to review regulatory options, on October 26, 2016, the City Council adopted Urgency Ordinance declaring and establishing a temporary moratorium on all commercial cannabis-related activities proposed to be legalized under the AUMA ("Moratorium"), which was extended by the City Council in November 2016;

WHEREAS, following enactment of the AUMA, on January 25, 2017, the City Council adopted Ordinance No. 2393 to regulate and establish a permitting scheme for the indoor personal cultivation of cannabis, and to prohibit the outdoor personal cultivation of cannabis, both as authorized by the AUMA;

WHEREAS, in preparation for implementation of the AUMA, the State has prepared regulations governing commercial cannabis activities and will begin issuing licenses for such activities on or before January 1, 2018, and cities throughout California have been reviewing their existing regulatory schemes and policies to prepare for the prohibition, regulation, or permitting of various commercial cannabis activities authorized by the AUMA;

WHEREAS, the City Council of the City of Montebello is dedicated to regulating the operation of businesses and uses of land in the community in a manner that satisfies the needs and desires of the community, is flexible to changes in State laws and policies, and which identifies and takes advantage of new sources of revenue so that vital public services may be adequately funded;

WHEREAS, over the past decade the State's regulation of medical and commercial cannabis activities has changed significantly, local governments' treatment of medical and commercial cannabis activities has responded in kind, and the City has continually evaluated its regulation of such activities in light of local planning and fiscal goals and objectives, and particularly the desires of the community;

WHEREAS, several cities in Los Angeles County, including those neighboring Montebello, have adopted or are in the process of adopting local ordinances that permit and regulate medical and commercial cannabis activities, and the City's Economic Development Subcommittee has recommended that the City Council revise the City's existing regulations to

address regulatory changes at the State and local levels of government, and to take advantage of potential new local revenue opportunities;

WHEREAS, in light of voter's overwhelming approval of the AUMA, the initiative petitions that have been circulated in Montebello proposing to permit various cannabis-related activities, the State laws and regulations that will impose stringent operating and licensing requirements on cannabis businesses, and the ever-increasing revenue needs of the City, the City Council of the City of Montebello has determined that it is prudent and desirable to allow certain cannabis-related activities and businesses to operate in the City, provided that the location and manner of such activities and businesses is be subject to stringent local regulation;

WHEREAS, the City Council has heretofore enacted Chapter 5.90 allowing cannabis cultivation and manufacturing businesses, and cannabis testing laboratories to operate in the City;

WHEREAS, the effectiveness of Chapter 5.90 is subject to the City Council's approval of an amendment to the Zoning Code specifying the zoning districts in which such facilities may operate, as well as minimum development and location restrictions therefore, and provided further that the owners of such facilities enter into a development agreement with the City and receive a conditional use permit;

WHEREAS, the City has heretofore held a duly noticed "Town Hall Meeting" at which it invited members of the public and industry experts to engage in an open dialogue about the positives and negatives of allowing commercial cannabis activities in the City, and the concerns expressed have been duly considered and incorporated into this ordinance;

WHEREAS, the Planning Commission has heretofore held a duly noticed public hearing, after which it adopted a resolution recommending that the City Council adopt this ordinance;

WHEREAS, the City Council has held a duly noticed public hearing concerning this ordinance, and has considered staff reports, presentations, oral and written testimony, the Planning Commission's recommendation, and such other matters presented during the City Council's consideration of this ordinance, and all other prerequisites to the adoption of this Ordinance have occurred;

WHEREAS, the City Council finds and determines that this ordinance furthers the public health, safety, and general welfare of the community, and the public interest, convenience, and necessity, by identifying permissible zoning districts for the establishment and operation of cannabis facilities, and enacting minimum regulations governing such uses to ensure the consistency of land uses throughout the City; and

WHEREAS, the City Council further finds and declares that this ordinance is necessary and appropriate to ensure commercial cannabis activities are operated in a manner that is compatible with and not detrimental to other land uses in the vicinity, and further that this ordinance is consistent with purposes and goals of the Montebello General Plan, including but

not limited to making allowance for a variety of land uses that serve the needs and desires of the community.

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

SECTION 1. Incorporation of Recitals

The City Council for the City of Montebello, based on the entire record before it, finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. Chapter 17.71, “Cannabis Cultivation, Manufacturing, and Testing Facilities,” is hereby added to Title 17 of the Montebello Municipal Code as follows:

Section 17.71.010 – Definitions

The terms and phrases used in this chapter shall have the same meaning as in Chapter 5.90 of this code.

Section 17.71.010 – Permitted Zones; Distance from sensitive uses.

A. Cannabis cultivation sites, manufacturing sites, and testing laboratories shall be permitted only in Light Manufacturing (M-1) and Heavy Manufacturing (M-2) zones, subject to a development agreement and conditional use permit approved by the City, as described in Chapter 5.90.

B. No premises operating commercial cannabis activities shall be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, a day care center, or a youth center that is in existence at the time the development agreement is approved by the City. The distance specified in this subsection shall be the horizontal distance measured in a straight line from the property line of the school, day care, or youth center to the closest property line of the lot on which the premises is to be located, without regard to intervening structures.

Section 17.71.020 – Minimum Development and Operating Standards.

A. Permittees, and the premises upon which commercial cannabis activities are operated, shall strictly comply with this code, the development agreement approved by the City, the conditional use permit approved by the City, the Act, and the Regulations. To the extent of a conflict among any of the foregoing, the more restrictive provision shall control unless a different intent is clear from context.

B. All premises where commercial cannabis activities are operated shall comply with the following minimum development and operating standards:

1. All cultivation, manufacturing, testing, storage, and other operations of commercial cannabis activities shall occur in a fully enclosed and permanent building, as described in Chapter 5.90.

2. Persons under the age of 21 shall be prohibited from the premises at all times.

3. A premises shall notify patrons of the following through the posting of a sign in a conspicuous location: (a) that loitering on and around the premises is prohibited by California Penal Code § 647(e); (b) that patrons must immediately leave the site upon concluding the reason for their visit, and may not consume cannabis or cannabis products on the premises; (c) that patrons may be subject to prosecution under federal law; and (d) that the use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate machinery.

4. Permittees shall provide the name and phone number of an on-site staff person to the Montebello Police Department and City Manager for notification if there are operational problems or emergencies associated with the premises or the operation thereof.

5. All commercial cannabis activities shall be operated within the specific part of the premises specified in the development agreement or conditional use permit, and no commercial cannabis activities shall exceed the square footage authorized in the controlling development agreement, conditional use permit, or the licensee's license, whichever is most restrictive.

6. All exterior windows, doors, loading and unloading docks or bays, and any points of ingress or ingress into the structure on the premises in which commercial cannabis activities will be operated shall be secured from unauthorized entry by commercial grade, nonresidential locks, and in a manner approved by the Montebello Police Department. The exterior of each of the foregoing areas shall be illuminated during evening and early morning hours.

7. The ingress and egress points of any storage areas for cannabis or cannabis products shall be locked and secured at all times, and under the control of and accessible only by permittee's authorized personnel.

8. Each permittee shall implement a track-and-trace system, approved by the Montebello Police Department and compliant with the Act and Regulations, to record the chain of supply of cannabis or cannabis products from "seed-to-sale."

9. The operation of commercial cannabis activities, cannabis or cannabis products, shall not be visible from any public right-of-way.

10. The exterior appearance of the premises, including but not limited to the design, color, landscaping, screening, architectural treatments, signage, and similar aesthetic features of the premises shall comply with the standards applicable to the underlying zoning

district, as may be modified or supplemented through the development agreement or conditional use permit.

11. Except as modified herein, or in a development agreement or conditional use permit, the premises shall comply with the development standards applicable to the underlying zoning district.

12. All exterior signage on the premises shall comply with the standards of this code, or the development agreement or conditional use permit, whichever are more restrictive.

13. The exterior of the premises shall comply with the City's generally applicable lighting standards including, without limitation, fixture type, wattage, illumination levels, shielding, and associated approvals and permits.

14. All waste generated by or resulting from commercial cannabis activities shall be disposed of as required by law, and pending disposal shall be stored in a locked and secure area that is under the control of and accessible only by permittee's authorized personnel.

15. There shall not be on-site sales of alcohol or tobacco products, and no on-site consumption of food, alcohol, tobacco, cannabis, or cannabis products on the premises.

16. Except as otherwise set forth in a development agreement, the hours of operation for a premises shall be limited to: Monday – Sunday 8:00 a.m. to 8:00 p.m.

17. The premises shall provide an odor absorbing ventilation and exhaust system so that odor generated inside the structure where commercial cannabis activities are operated is not detected outside the structure, anywhere on adjacent property, public rights-of-way, or within any other unit or structure on the premises aside from the structure where commercial cannabis activities are operated.

18. If hazardous materials, flammable gas, flammable liquefied gas, flammable and combustible liquids, or other flammable material, as those terms are defined in California Fire Code Section 202, are to be used in the operation of commercial cannabis activities, then the provisions of California Fire Code Section 407 shall be applicable where hazardous materials subject to permits under California Fire Code Section 50 (Hazardous Materials) are located on the premises or where required by the Montebello Fire Department.

19. Storage, use and handling of compressed gasses in compressed gas containers, cylinders, tanks, and systems shall comply with California Fire Code Chapter 53. Partially full compressed gas containers, cylinders or tanks containing residual gases shall be considered as full for the purposes of the controls required. Compressed gasses classified as hazardous materials shall also comply with California Fire Code Chapter 50 for general requirements and California Fire Code Chapter 53 addressing specific hazards, including California Fire Code Chapter 58 (Flammable Gases), California Fire Code Chapter 60 (Highly Toxic and Toxic Materials), California Fire Code Chapter 63 (Oxidizers, Oxidizing Gases and

Oxidizing Cryogenic Fluids), and California Fire Code Chapter 64 (Pyrophoric Materials), Prevention, control and mitigation of dangerous conditions related to storage, use, dispensing, mixing and handling of flammable and combustible liquids shall be in accordance with California Fire Code Chapters 50 and 57.

20. All manufacturing, cultivation, and testing sites are Group F-1 (Factory Industrial Moderate-Hazard) Occupancy under the California Fire Code. All new construction is required to be fire sprinkled pursuant to the Fire Code. For premises sited in an existing structure, an automatic fire sprinkler system shall be provided throughout all buildings contained in a Group F-1 Occupancy where one of the following conditions exist: (a) Group F-1 fire area exceeds twelve thousand square feet; (b) Group F-1 fire area is located more than three stories above grade plane; or (c) the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds twenty-four thousand square feet.

21. All areas where commercial cannabis activities are operated are wet locations, and the electrical system in such areas shall comply with all City and California building codes, fire codes, electrical codes, and other applicable laws.

Section 17.71.040 – Minimum Security Standards.

A. Permittees shall comply with the security standards and requirements set forth in this code, the development agreement approved by the City, the conditional use permit approved by the City, the Act, and the Regulations. To the extent of a conflict among any of the foregoing, the most restrictive provision shall control unless a different intent is clear from context.

B. All permittees and premises where commercial cannabis activities are operated shall comply with the following minimum security standards:

1. Security Cameras.

a. Security cameras shall be installed and maintained on the premises in a good working condition, and capable of producing digitally recorded documentation in a format approved by the Montebello Police Department.

b. All security cameras on the premises shall be in use 24 hours per day, 7 days per week. Permittees are responsible for ensuring that all surveillance equipment is properly functioning and maintained so that the playback quality is suitable for viewing and the surveillance equipment is capturing the identity of all individuals and activities in the monitored areas.

c. All video surveillance equipment shall have sufficient battery backup to support a minimum of four hours of recording in the event of a power outage.

d. The areas of the premises to be covered by the security cameras include, but are not limited to: all storage areas for cannabis or cannabis products; all areas where commercial cannabis activities are operated; each location where weighing, packaging,

transport, preparation, or tagging activities occur; the interior and exterior of all points of ingress or egress to storage areas; all doors and windows; loading and unloading bays, the interior and exterior of all points of ingress or egress to the structure on the premises where commercial cannabis activities are operated, and all points of ingress or egress to the premises.

e. Surveillance recording equipment must be housed in a designated, locked, and secured room or other enclosure with access limited to authorized employees, serving personnel, or local law enforcement agencies for law enforcement purposes.

f. All entrances and exits to the facility shall be recorded from both indoor and outdoor vantage points. At least one camera shall be dedicated to recording the access points to the secured surveillance recording area.

g. Permittees shall keep a current list of all authorized employees and personnel who have access to the surveillance system and/or room on the premises. Permittees shall keep a surveillance equipment maintenance activity log to record all service activity, including the identity of the individual performing the service, the service date and time, and the reason for service. Such records shall be maintained on the premises and shall be made available to the City upon request.

h. The system shall be capable of recording all pre-determined surveillance areas in any lighting conditions.

i. Video surveillance equipment shall, at a minimum, consist of digital or network video recorders, cameras capable of meeting the requirements described in this chapter, video monitors, digital archiving devices, a color printer, and the capability to produce still color photograph from any camera image, live or recorded. The date and time shall be embedded on all surveillance recordings without significantly obscuring the picture, and time is to be measured in accordance with the official United States time established by the National Institute of Standards and Technology and the U.S. Naval Observatory.

j. Video surveillance systems must be equipped with a failure notification system that provides prompt notification to the permittee of any prolonged surveillance interruption and/or the complete failure of the surveillance system.

k. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than 12 inches wide and 12 inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera" or "These Premises Are Being Digitally Recorded" or otherwise advising all persons entering the premises that a video surveillance and camera recording system is in operation and recording all activity as provided in this code.

l. All surveillance recordings must be kept for a minimum of 90 days and be in a format that can be easily accessed for viewing. Video recordings must be archived in a format that ensures authentication of the recording as legitimately-captured video and guarantees that no alteration of the recorded image has taken place.

m. After the 90-day surveillance video retention period has lapsed, surveillance video recordings must be erased or destroyed prior to being discarded or disposed of for any other purposes. Surveillance video recordings may not be destroyed if the premises knows or should have known of a pending criminal, civil, or administrative investigation or any other proceedings for which the recording may contain relevant information.

n. Upon request, permittees shall make available to the Montebello Police Department or local law enforcement agency, for law enforcement purposes, all information related to security alarm systems, recordings, monitoring, and/or system activity.

o. Permittees may utilize off-site monitoring and video recording storage, or an independent third-party service, to satisfy the requirements of this section, provided the standards exercised at the remote location meet or exceed all standards for on-site monitoring set forth herein.

2. Alarm System

a. The premises shall be alarmed with a reliable, commercial alarm system that is operated and monitored by a security company or alarm business that is operating in full compliance with this Code, including but not limited to Chapter 8.24.

b. Permittees shall maintain up to date and current records and existing contracts on the premises that describe the location and operation of each security alarm system, a schematic of security zones, the name of the alarm company, and the name of any vendor monitoring the premises.

c. At a minimum, the alarm system shall monitor all exterior points of access into the structure on the premises where commercial cannabis activities are operated, including but not limited to windows and doors.

d. Security Guard. At all times a premises is open to the public, at least one security guard who is licensed, possesses a valid Department of Consumer Affairs “security guard card,” and has a valid Santa Ana Business License.

3. Records. All records applicable to the surveillance system, alarm system, and track-and-trace system shall be maintained on the premises, and available for inspection upon request by the Montebello Police Department or other local law enforcement personnel for law enforcement purposes or to ensure compliance with this code, the Act, or the Regulations.

SECTION 3. Appendix A – Index of Primary Uses, of Title 17, “Zoning,” of the Montebello Municipal Code, is hereby amended to add “cannabis cultivation sites,” “cannabis manufacturing sites,” “cannabis testing laboratory,” and footnote 63 to Appendix A, as follows:

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Cannabis Cultivation Site ⁶³										C	C
Cannabis Manufacturing Site ⁶³										C	C
Cannabis Testing Laboratory ⁶³										C	C

Footnotes for Appendix A:

63. Establishment of a cannabis cultivation site, cannabis manufacturing site, or cannabis testing laboratory, or any combination of the foregoing, is subject to the approval of a development agreement by the city, a conditional use permit, and the provisions of Chapter 5.90 and Title 17.

SECTION 4. CEQA. The City Council, on the basis of the whole record and exercising independent judgment, finds that this the Ordinance is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (“CEQA”). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378. The operation and establishment of a cannabis cultivation business, cannabis manufacturing business, or cannabis testing laboratory in the City will be subject to future discretionary approval(s) by the Planning Commission and/or City Council.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this ____that day of _____, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Irma Bernal-Barajas
City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Christopher G. Cardinale, Assistant City Attorney

SUBJECT: A Resolution Establishing New Fees Related to Development Agreement Applications for Commercial Cannabis Activities

DATE: February 14, 2018

RECOMMENDATION

If the City Council takes action earlier in the meeting to approve the operation of cannabis cultivation, manufacturing, and testing facilities in the City, it is recommended that the City Council: (1) receive a presentation from staff concerning proposed application and processing fees; (2) conduct a public hearing on the proposed fees; and adopt the attached Resolution establishing the amount of the fees.

BACKGROUND

If the City Council approves the operation of cannabis cultivation, manufacturing, and testing facilities in the City (presented as a separate agenda item), the operators of such facilities will be required to enter into a development agreement with the City. Because this would be a new land use in the City, and because of the detailed application review process prior to approval, it is recommended that the City Council establish fees to recover the costs incurred in receiving, reviewing, scoring, and processing development agreement applications.

California law limits the amount of any fee to that needed for the City to recover its costs of providing the fee-related service. If fee revenues exceed the City's costs, the imposition is a "tax" that requires voter approval. This limitation is implemented in part by the Mitigation Fee Act ("Act"), which requires the City Council to hold a noticed public hearing before adopting any new fees. Additionally, the City must prepare a written report showing the cost, or estimated cost, to the City of providing the services to which the fee relates.

Notice of this public hearing was provided as required by law.

DISCUSSION

As explained in the staff report relating to the City's cannabis regulations, staff is recommending a three (3) phase process for reviewing development agreement applications: (1) an initial review by staff; (2) a "second round" review by an appointed committee; and (3) a "third round" where applications will be considered by the City Council.

Attached to this report as Exhibit "A" is a proposed fee schedule for each of these three (3) phases. The amount of the proposed fees accounts for all duties and responsibilities anticipated to be performed by City staff and officials during the application review and approval process, as well as the estimated cost to the City therefor. The computation as set forth in Exhibit "A" takes into account the estimated time to complete a task, multiplied by the hourly burdened rate of City staff, which includes benefits.

In accordance with the fee schedule in Exhibit "A", the proposed fee for the initial review is \$900, and the fee proposed for the second and third rounds is \$2,900 each. Only applicants progressing through each phase will be required to pay the associated fee, thereby "linking" each application to the amount of work employed by the City to review and process it.

The proposed fees will enable full cost recovery to the City, while ensuring that individual applicant's pay no more than the City time and effort spent to review their application. Absent the imposition of these fees, the costs would be borne by the City's General Fund.

ENVIRONMENTAL

The proposed Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

FISCAL IMPACTS

There is no fiscal impact to the City associated with adopting the Resolution, it will be a "revenue neutral" action. Failure to adopt the Resolution will result in the City's General Fund paying for the cost to administer the City's commercial cannabis program.

ATTACHMENTS

- Resolution, with attached and incorporated Exhibit "A"

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, ESTABLISHING NEW FEES RELATED TO THE RECEIPT,
REVIEW, AND PROCESSING OF APPLICATIONS FOR A DEVELOPMENT
AGREEMENT TO OPERATE CANNABIS CULTIVATION,
MANUFACTURING, AND TESTING FACILITIES IN THE CITY**

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

WHEREAS, on February 14, 2018, the City Council for the City of Montebello approved the first reading of Ordinance No. ____, amending Chapter 5.90, “Commercial Cannabis Activities,” to allow the operation of cannabis cultivation, manufacturing, and testing sites to operate, subject to applying for and entering into a development agreement with the City, and on the same date, first reading of Ordinance No. ____, amending the Montebello Zoning Code to add cannabis cultivation, manufacturing, and testing facilities as a conditionally permitted use in specified zoning districts;

WHEREAS, Chapter 5.90 provides for the imposition of three (3) categories of fees relating to the receipt, processing, and review of development agreement applications, the revenues of which will allow the City to recover its costs of the same, and provides for the City Council to establish the amount of each fee by Resolution;

WHEREAS, City staff has heretofore undertaken an analysis and evaluation of the municipal services and activities required of City staff and personnel to receive, review, score, and process development agreement applications, and the fee amounts as set forth in the schedule attached hereto as Exhibit “A” are necessary to proportionately allocate the costs of performing these required services and activities for each applicant;

WHEREAS, the proposed fees set forth in Exhibit “A” are imposed for a specific municipal benefit or service provided directly to the payer that is not provided to those not charged, and does not exceed the reasonable costs to the City providing the municipal benefit or service;

WHEREAS, the information set forth in Exhibit “A” has been made available to the public for at least ten (10) days prior to the City Council’s consideration of this Resolution, and the City Council has held a duly notice public hearing concerning said fees; and

WHEREAS, by this Resolution, the City Council desires to set and establish the amounts of the fees for Application Submittal and Initial Review, the fee for the Second Round of Application Review, and the fee for the Third Round of Application Review, pursuant to Chapter 5.90.

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

SECTION 1. RECITALS. That based upon staff reports, presentations, public testimony, and all other matters presented during the public hearing on this item, the City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as a substantive part of this Resolution.

SECTION 2. ADOPTED FEES.

(a) That the City Council hereby adopts the fees, as established in Exhibit “A” attached hereto and incorporated by this reference, by this Resolution under its authority pursuant to local and state law, and such fees shall be imposed on any permit or appeal applicant as set forth herein, for the reasonable estimated costs the City of Montebello will incur with respect to accepting, processing, reviewing, investigating, and performing related activities associated with the receipt, review, and processing of development agreement applications submitted under Chapter 5.90:

<u>TYPE OF FEE</u>	<u>AMOUNT OF FEE</u>
Application Fee and Initial Review:	\$900.00
Second Round Review:	\$2,900.00
Third Round Review:	\$2,900.00

(b) That payment of the fees, and each of them, shall be due and payable in full at the time an applicant either submits an application for a development agreement, or progresses to the second and third rounds of application reviews, as applicable.

(c) That the fees established herein shall be non-refundable.

(d) That payment of the fees does not guarantee approval of any application(s) by the City of Montebello.

(e) That the above fees do not include any other fees due for, without limitation, other permits, licenses, inspections, document preparation that may be required by the City of Montebello such as, but not limited to, conditional use permits, building permits, certificates of occupancy, or mandatory fire inspections.

SECTION 3. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 5. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this ____ day of _____ 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman, City Attorney

Irma Bernal-Barajas, City Clerk

EXHIBIT “A”

Exhibit A is a fee schedule setting forth fees for the submission and initial review, second round review, and third round of review for development agreement applications to operate a cannabis cultivation, manufacturing, or testing facility in the City of Montebello. The costs to the City of performing various tasks during each stage of the application process have been estimated as set forth below. Said fees are assumed to cover all said costs incurred in receiving, reviewing, processing, and scoring development agreement applications submitted under Chapter 5.90 of the Montebello Municipal Code. These fees also take into account all duties and responsibilities imposed on City staff and officials pursuant to Chapter 5.90 and other applicable law, and the cost to perform such services will be funded by the City’s General Fund to the extent not offset by fee revenues.

A. Permit Application Fee Total Estimate = \$904.00				
Tasks	City Staff¹	Estimated Time To Complete Task²	Computation³	Sub-Total
Accept application submittals; review and process application, conduct any necessary investigation condition/deny application, draft any notices concerning application; conduct inspection to confirm compliance with ordinance and that information on application is accurate; draft notice of denial or approval of initial review	[CC]	1	1 x \$70	= \$70
	[PM]	3	3 x \$70	= \$210
	[CA]	4	2 x \$200	= \$400
	[LE]	3	3 x \$70	= \$210
B. Second Round of Application Review = \$2,900.00				
Tasks	City Staff⁴	Estimated Time To Complete Task⁵	Computation⁶	Sub-Total
Review and score applications, including conduct interviews, background and criminal history checks and investigations, and prepare recommendations for approval or notice of denial.	[PM]	5	5 x \$70	= \$350
	[CA]	5	5 x \$200	= \$1000
	[LE]	5	5 x \$70	= \$350
	[CM]	5	5 x \$120	= \$600
	[OC]	6	6 x \$100	= \$600
(cont.)				

¹ City Staff is as follows: “PM” is the Planning Manager; “CA” is the City Attorney’s Office, “CC” is the City Clerk, “CM” is City Administration, “LE” is local law enforcement, and “OC” are City consultants.

² Time estimated to complete task is in .1 increments, with each .1 increment equaling six (6) minutes.

³ The computation includes the time estimated to complete the task multiplied by the hourly, burdened rate for each City staff member.

⁴ City Staff is as follows: “PM” is the Planning Manager; “CA” is the City Attorney’s Office, “CC” is the City Clerk, “CM” is City Administration, “LE” is local law enforcement, and “OC” are City consultants.

⁵ Time estimated to complete task is in .1 increments, with each .1 increment equaling six (6) minutes.

⁶ The computation includes the time estimated to complete the task multiplied by the hourly, burdened rate for each City staff member.

C. Third Round of Application Review = \$2,910.00				
Task	City Staff⁷	Estimated Time To Complete Task⁸	Computation⁹	Sub-Total
Conduct final interviews, reference checks, review site and operational plans, develop conditions of approval, initial study, prepare agenda materials and presentation to planning and legislative body, draft denial and approval letters.	[PM]	7	7 x \$70	= \$490
	[CA]	6	5 x \$200	= \$1000
	[CM]	6	6 x \$120	= \$720
	[OC]	7	7 x \$100	= \$700

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⁷ City Staff is as follows: "PM" is the Planning Manager; "CA" is the City Attorney's Office, "CC" is the City Clerk, "CM" is City Administration, "LE" is local law enforcement, and "OC" are City consultants.

⁸ Time estimated to complete task is in .1 increments, with each .1 increment equaling six (6) minutes.

⁹ The computation includes the time estimated to complete the task multiplied by the hourly, burdened rate for each City staff member.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

By: William Quan, Controller/Interim Director of Finance

SUBJECT: Mid-year Financial Report (July 1, 2017 through December 31, 2017) and
Mid-year Budget Review

DATE: February 14, 2018

OBJECTIVE

To provide City Council the Financial Reports for General Fund, Enterprise Funds and Self-Insurance Fund for the period July 1, 2017 through December 31, 2017, as well as the Mid-year budget review for the General Fund.

ANALYSIS

General Fund –

The mid-year financial report indicates that revenues received through December 31, 2017 total approximately \$16.7 million dollar which is approximately 39.2% of the estimated revenues budgeted for fiscal year 2017-2018. The transfer in revenues of retirement tax and gas tax total approximately \$8.1 million dollars (67.7% of the budgeted amount) for the same period. Generally, the revenue receipts for the first 2 quarters of each fiscal year is lower due to timing of franchise taxes, property tax residual and vehicle license fees which are received in the 2nd half of of each year.

The total General Fund expenditures to date of \$26.4 million represent approximately 47.4% of the budget. As a result, General Fund expenditures exceeded revenues by \$1.8 million dollars for the reporting period.

Self-Insurance Fund –

The financial report for the Self Insurance Fund (Transit and Non-transit) shows that expenditures exceeding revenues by approximately \$391 thousand dollars. However, the non-Transit portion of the Self-insurance fund shows that expenditures have exceeded revenues by approximately \$1 million dollars for the first 6 months. This is primarily due to claims and settlements.

Golf Course Fund –

Revenues for the Golf Fund as of December 31, 2017 are approximately \$1 million dollars with expenditures of \$1.4 million dollars for the same period, which exclude annual bond principal payments of approximately \$257 thousand dollars. For this reason, we anticipate this gap to increase by the end of the fiscal year.

Water Fund –

Revenues for the Water Fund as of December 31, 2017 are approximately \$1.6 million with expenditures of \$1 million dollars for the same period. This is primary due to the timing of payments of expenditures.

Transit Fund –

Revenues for the Transit Fund as of December 31, 2017 are approximately \$8.2 million with expenditures of \$13.3 million for the same period which is primarily due to timing of revenue receipts as compared to expenses.

FISCAL IMPACTS

As you are aware, the City adopted the FY 2017-18 Budget with a deficit of approximately \$4.6 million (General fund \$2.7 million and Self-insurance fund \$1.9 million). The deficit in General fund is largely due to capital outlay needs and transfer out (subsidies) to the Enterprise funds.

During the first 6 months, the deficit increased by \$850 thousand dollars mainly due to: additional appropriations (\$470 thousand), and loss of natural gas storage revenues due to decommissioning of Southern California Gas Company (\$380 thousand dollars).

On the other hand, we estimate that the cost savings as a result of vacancies including Public Safety during the first 6 months netted approximately \$1.2 million dollars. We also anticipate approximately \$69 thousand dollars of incremental increase in cell tower and vehicle license fees revenues. With all factors combined, we estimated that the total deficit has been reduced by approximately \$400 thousand dollars. This will bring the deficit from approximately \$4.6 million dollars down to \$4.2 million dollars, including Self-insurance fund.

As a result of the deficit, staff will be working over the next few months to address and reduce the deficit further. While we anticipate further savings from managing the vacancies, we are also considering all but not limited to the following course of action:

- Updating user fee schedule
- Updating cost allocation model to maximize administrative cost recovery
- Reprogramming Public Safety Augmentation Fund
- Correcting Enterprise funds deficit
- Business License and delinquent collections
- Review maintenance and operation expenditures

SUMMARY

For the remaining of the fiscal year FY 2017-18, the City is still expected to use General Fund reserves to cover the remaining deficit. As of June 30, 2016 (latest published CAFR), the General Fund reserve balance was \$9.3 million dollars. The 2017 CAFR will not be completed until Spring 2018. However, it is expected that this reserve balance will be reduced by subsidies to the enterprise funds.

On a good note, the City property tax consultant has informed us that we can anticipate steady growth in property values. We also anticipate economic benefits from the new housing development projects per the development agreements and revenues from the Hotels by 2019 (according to the Montague Derosé report on November 29, 2017).

If we can manage the current financial situation and bridge the time period before new revenues begin to flow, the fiscal outlook of the City will be much improved. Until the new revenues are realized, it is important that the City continue its efforts to reduce the structural deficit (expenditures over revenues) and minimize its impact on the City reserves.

ATTACHMENT

Financial Report July 2017 through December 2017.

General Fund Mid-year budget review worksheet.



CITY OF MONTEBELLO
FINANCIAL REPORT
Fiscal Year July 2017 through December 2017

	AMENDED BUDGET FY 2017-2018	YTD TRANSACTION	PERCENT OF BUDGET
GENERAL FUND			
REVENUES			
<u>Taxes:</u>			
Sales Tax	\$ 13,526,000.00	\$ 6,622,532.52	49.0%
Property Taxes	\$ 4,021,800.00	\$ 1,915,111.20	47.6%
Property Taxes Residual	\$ 1,057,130.00		0.0%
Franchise Tax	\$ 2,120,000.00	\$ 690,039.30	32.5%
Transient Occupancy Tax	\$ 371,315.00	\$ 224,902.82	60.6%
Transfer Tax	\$ 135,000.00	\$ 73,284.00	54.3%
Vehicle License Fee	\$ 6,087,638.00		0.0%
<u>Licenses and Permits:</u>			
Business/Contractors Licenses	\$ 2,521,585.00	\$ 1,180,649.27	46.8%
Natural Gas Storage	\$ 380,000.00		0.0%
Oil Well	\$ 1,000,000.00	\$ 411,879.66	41.2%
Animal License	\$ 115,000.00	\$ 123,673.17	107.5%
Community Development Permits	\$ 1,100,000.00	\$ 682,169.55	62.0%
<u>Charges for Services:</u>			
Waste Collection	\$ 3,496,665.00	\$ 1,463,955.09	41.9%
Storm Water Abatement	\$ 96,596.00	\$ 45,238.72	46.8%
User Charges	\$ 1,193,039.00	\$ 843,203.28	70.7%
Parks and Recreation Fees	\$ 590,580.00	\$ 316,488.48	53.6%
Administrative Charges	\$ 1,700,000.00	\$ 850,000.00	50.0%
<u>Other Revenues:</u>			
Fines and Forfeitures	\$ 1,710,000.00	\$ 1,055,420.24	61.7%
Interest Income	\$ 50,000.00	\$ 5,081.53	10.2%
Cell Tower Lease	\$ 317,186.00	\$ 123,223.63	38.8%
Prop A Exchange	\$ 750,000.00		0.0%
Miscellaneous Revenues	\$ 200,000.00	\$ 64,621.09	32.3%
TOTAL REVENUE	\$ 42,539,534.00	\$ 16,691,473.55	39.2%
EXPENDITURES			
Electoral			
City Council	\$ 186,878.00	\$ 82,320.14	44.1%
City Clerk	\$ 259,253.00	\$ 89,468.73	34.5%
City Treasurer	\$ 23,518.00	\$ 12,839.79	54.6%
Subtotal	\$ 469,649.00	\$ 184,628.66	39.3%
City Attorney	\$ 450,000.00	\$ 152,635.64	33.9%
Administration			
City Administration	\$ 728,157.00	\$ 379,796.02	52.2%
Community Promotion	\$ 20,450.00	\$ 8,957.89	43.8%
Subtotal	\$ 748,607.00	\$ 388,753.91	51.9%
Employee Relations	\$ 299,763.00	\$ 147,408.14	49.2%



CITY OF MONTEBELLO FINANCIAL REPORT

Fiscal Year July 2017 through December 2017

	AMENDED BUDGET FY 2017-2018	YTD TRANSACTION	PERCENT OF BUDGET
Finance			
Administration	\$ 1,820,792.00	\$ 1,060,489.18	58.2%
General Services	\$ 235,943.00	\$ 106,526.88	45.1%
Information Techonology	\$ 642,076.00	\$ 336,364.42	52.4%
Subtotal	\$ 2,698,811.00	\$ 1,503,380.48	55.7%
Public Works			
Administration	\$ 503,343.00	\$ 234,048.34	46.5%
Street Maintenance	\$ 7,099,416.00	\$ 2,922,132.02	41.2%
Trees	\$ 538,523.00	\$ 305,605.49	56.7%
Engineering	\$ 784,546.00	\$ 375,914.33	47.9%
AB939	\$ 108,500.00	\$ 18,605.00	17.1%
Gov't Building Maintenance	\$ 1,179,773.00	\$ 189,806.49	16.1%
Subtotal	\$ 10,214,101.00	\$ 4,046,111.67	39.6%
Community Development			
Administration	\$ 351,070.00	\$ 142,341.13	40.5%
Planning	\$ 312,162.00	\$ 133,331.44	42.7%
Code Enforcement	\$ 409,529.00	\$ 181,673.31	44.4%
Building & Safety	\$ 248,936.00	\$ 99,009.01	39.8%
Subtotal	\$ 1,321,697.00	\$ 556,354.89	42.1%
Recreation			
Administration	\$ 373,889.00	\$ 188,157.97	50.3%
Recreation Services	\$ 1,861,865.00	\$ 704,986.35	37.9%
Parks Maintenance	\$ 1,317,149.00	\$ 621,675.41	47.2%
Subtotal	\$ 3,552,903.00	\$ 1,514,819.73	42.6%
Police			
Administration	\$ 1,922,900.00	\$ 281,749.86	15%
Uniform Services	\$ 11,304,852.00	\$ 6,393,208.95	57%
Traffic Bureau	\$ 243,212.00	\$ 88,817.55	37%
Support Services	\$ 1,099,926.00	\$ 477,919.92	43%
Communications	\$ 1,246,459.00	\$ 657,644.54	53%
Records Bureau	\$ 953,338.00	\$ 463,044.21	49%
Investigative Services	\$ 4,964,416.00	\$ 2,186,742.61	44%
Subtotal	\$ 21,735,103.00	\$ 10,549,127.64	49%
Fire			
Administration	\$ 1,041,273.00	\$ 472,937.33	45.4%
Suppression	\$ 12,689,406.00	\$ 6,627,261.28	52.2%
Prevention	\$ 378,696.00	\$ 186,069.32	49.1%
Communications	\$ 146,638.00	\$ 67,840.78	46.3%
Subtotal	\$ 14,256,013.00	\$ 7,354,108.71	51.6%
Other Expenditures		\$ 16,948.87	
TOTAL EXPENDITURES	\$ 55,746,647.00	\$ 26,414,278.34	47.4%
Income (loss) before transfers	\$ (13,207,113.00)	\$ (9,722,804.79)	
Transfer In	\$ 11,890,116.00	\$ 8,054,684.80	67.7%
Transfer out to Debt service fund	\$ 376,673.00	\$ 145,222.00	38.6%
Transfer out to Enterprise funds	\$ 1,500,000.00		0.0%
NET TOTAL	\$ (3,193,670.00)	\$ (1,813,341.99)	



CITY OF MONTEBELLO FINANCIAL REPORT

Fiscal Year July 2017 through December 2017

	AMENDED BUDGET FY 2017-2018	YTD TRANSACTION	PERCENT OF BUDGET
<u>SELF-INSURANCE FUND</u>			
REVENUES			
Governmental Funds	\$ 3,488,544.00	\$ 2,202,366.00	63.1%
Enterprise Funds	\$ 2,732,273.00	\$ 1,380,450.00	50.5%
TOTAL REVENUES	\$ 6,220,817.00	\$ 3,582,816.00	57.6%
EXPENSES			
Governmental Funds	\$ 5,377,424.00	\$ 3,206,677.39	59.6%
Enterprise Funds	\$ 2,732,273.00	\$ 767,673.99	28.1%
TOTAL EXPENSES	\$ 8,109,697.00	\$ 3,974,351.38	49.0%
Income (loss) before transfers	\$ (1,888,880.00)	\$ (391,535.38)	
<u>GOLF FUND</u>			
REVENUES			
Charges for Services	\$ 2,376,864.00	\$ 1,032,111.98	43.4%
TOTAL REVENUES	\$ 2,376,864.00	\$ 1,032,111.98	43.4%
EXPENSES			
Golf Course Operations*	\$ 3,348,304.00	\$ 1,414,040.61	42.2%
TOTAL EXPENSES	\$ 3,348,304.00	\$ 1,414,040.61	42.2%
Income (loss) before transfers	\$ (971,440.00)	\$ (381,928.63)	39.3%

Footnotes:

* Of the \$1.4 mil operating expenses, \$5,387 was for landscaping services for the Hilton Perimeter, and \$56,254 was related to the Quiet Canon Perimeter, totalling \$61,641.

The \$56,253 expenses for Quiet Canon include:

- \$9,230 of interest expenses related to Quiet Canon loans
- \$21,851 of Quiet Canon utility expenses
- \$25,173 of Landscaping and Building repairs/maintenance costs.



CITY OF MONTEBELLO FINANCIAL REPORT

Fiscal Year July 2017 through December 2017

	AMENDED BUDGET FY 2017-2018	YTD TRANSACTION	PERCENT OF BUDGET
<u>WATER FUND</u>			
REVENUES			
Water Sales	\$ 2,834,105.00	\$ 1,612,848.88	56.9%
TOTAL REVENUES	\$ 2,834,105.00	\$ 1,612,848.88	56.9%
EXPENSES			
Operations	\$ 2,100,948.00	\$ 1,009,220.37	48.0%
TOTAL EXPENSES	\$ 2,100,948.00	\$ 1,009,220.37	48.0%
Income (loss) before transfers	\$ 733,157.00	\$ 603,628.51	
<u>TRANSIT FUND</u>			
REVENUES			
TDA Operating	\$ 7,932,178.00		0.0%
Prop A Discretionary- Operation	\$ 5,234,533.00	\$ 2,617,266.52	50.0%
Prop C Foothill Mitigation	\$ 231,949.00	\$ 115,974.52	50.0%
Prop C MOSIP	\$ 1,590,837.00	\$ 795,418.50	50.0%
Prop C 5% Security	\$ 470,252.00	\$ 235,125.98	50.0%
Prop C Discretionary-Base Restructure	\$ 1,139,719.00	\$ 569,859.52	50.0%
Prop C Discretionary-Bus Service Improvement	\$ 217,506.00	\$ 108,753.00	50.0%
STA Operating	\$ 298,925.00		0.0%
Bus Fares	\$ 4,766,713.00	\$ 2,009,599.66	42.2%
Bus Tokens/EZ Pass	\$ 268,885.00	\$ 103,578.61	38.5%
Measure R 20%	\$ 3,217,342.00	\$ 1,608,671.02	50.0%
Measure M	\$ 1,838,521.00		0.0%
Other Revenues	\$ 174,562.00	\$ 44,370.23	25.4%
TOTAL REVENUES	\$ 27,381,922.00	\$ 8,208,617.56	30.0%
EXPENSES			
Administration	\$ 5,785,775.00	\$ 2,719,731.42	47.0%
Operations	\$ 14,234,230.00	\$ 7,181,899.26	50.5%
Prop C Security	\$ 470,252.00	\$ 122,106.27	26.0%
Corporate Shop	\$ 7,029,747.00	\$ 3,289,465.11	46.8%
Bus Advertising	\$ 83,918.00	\$ 36,564.20	43.6%
TOTAL EXPENSES	\$ 27,603,922.00	\$ 13,349,766.26	48.4%
Income (loss) before transfers	\$ (222,000.00)	\$ (5,141,148.70)	
Transfer In			
NET TOTAL	\$ (222,000.00)	\$ (5,141,148.70)	

GENERAL FUND
FY 17-18 MID-YEAR BUDGET REVIEW

	17-18 ADOPTED BUDGET	17-18 EST. ACTUAL
Estimated General Fund Revenues	42,539,534	42,539,534
Increase in Cell tower and Vehicle license fee revenues		69,030
Transfer in from Retirement fund	9,390,116	9,390,116
Transfer in from Gas Tax fund	2,500,000	2,500,000
TOTAL GENERAL FUND REVENUES	54,429,650	54,498,680
General Fund Appropriations	55,276,423	55,276,423
Budget Amendment		470,223
TOTAL GENERAL FUND APPROPRIATIONS	55,276,423	55,746,646
BUDGETED GENERAL FUND OPERATING DEFICIT	(846,773)	(1,247,966)
Budgeted transfer out to Debt Service fund	(376,673)	(376,673)
Budgeted transfer out to Enterprise funds (Golf and Detention)	(1,500,000)	(1,500,000)
TOTAL GENERAL FUND DEFICIT NET OF TRANSFERS	(2,723,446)	(3,124,639)
Self insurance fund revenues collected from General fund	3,488,544	3,488,544
Self insurance fund general expenditures	5,377,424	5,377,424
SELF INSURANCE DEFICIT TO BE SUBSIDIZED BY GENERAL FUND	(1,888,880)	(1,888,880)
TOTAL NET DEFICIT	(4,612,326)	(5,013,519)
<i>Unanticipated Factors affecting Revenues:</i>		
Loss of Natural Gas storage revenues due to decommissioning of SoCal Gas Co		(380,000)
<i>Unanticipated Factors affecting Expenditures:</i>		
Cost savings from vacancies (first 6 months)		1,419,429
Savings absorbed from unbudgeted retirement payouts and additional overtime		(237,962)
<i>Subtotal</i>		1,181,467
REVISED PROJECTED NET DEFICIT FOR FY 17-18	(4,612,326)	(4,212,052)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Lillian Guzman, Deputy City Clerk

SUBJECT: CITY COUNCIL ASSIGNMENTS

DATE: February 14, 2018

RECOMMENDATION:

Move that the City Council take action to fill assignments, and/or direct staff to make any other changes that the City Council may desire.

SUMMARY

Each year the City Council reviews Council assignments. The City Council will consider assignments, representatives and alternates to various organizations affiliated with the City.

The following is a list of City assignments and the representatives and alternates to various organizations with which the City is affiliated.

ORGANIZATIONS	CURRENT REPRESENTATIVES ALTERNATE (A)
CHAMBER OF COMMERCE – BOARD OF DIRECTORS (meets 2 nd Wed. 8:30a.m.)	Art Barajas
GATEWAY CITY COUNCIL OF GOVERNMENTS (meets 1 st Wednesday at 6:00 pm)	Vanessa Delgado Jack Hadjinian (A)
INDEPENDENT CITIES ASSOCIATION (meets 2 nd Thursday at 7:00 p.m.)	Vivian Romero
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR EAST CONSTRUCTION AUTH. (meets 2 nd Thursday 6:00 pm)	Jack Hadjinian Vivian Romero (A)
SCAG – GENERAL ASSEMBLY (meets twice per year at various locations)	Vivian Romero
SOUTHEAST AREA ANIMAL CONTROL (meets 3 rd Thursday 2:00 pm, in Downey)	Art Barajas
ASHIYA SISTER CITY ASSOCIATION	Vacant

ECONOMIC DEVELOPMENT AD HOC COMMITTEE	Vanessa Delgado Vivian Romero
HOMELESSNESS AD HOC COMMITTEE (NEW)	Vacant
STREET AD HOC COMMITTEE	Jack Hadjinian Vivian Romero
TRANSIT AD HOC COMMITTEE	Jack Hadjinian Vivian Romero

FISCAL IMPACT:

No impact to the General Fund.

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

TO: Honorable Mayor and Members of City Council

FROM: City Manager

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

SUBJECT: A request to Receive and File a Report Addressing the Cost to Create a Temporary Greenspace Area at Taylor Ranch and Remove the Existing Chain Link Fence

DATE: February 14, 2018

RECOMMENDATION

That the City Council receive and file a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and direct staff as appropriately.

BACKGROUND

As a general note, a portion of Taylor Ranch Park has been fenced off for a number of years because the area is still considered a construction site. There are unsafe conditions such as retaining walls of considerable height that require the area to be fenced.

On September 7, 2009, a grading and wall construction project was completed at Taylor Ranch. This work was part of a two-phase Cultural Building Project to prepare a portion of the park for a future building. Phase II of the project was going to include the construction of a multi-use cultural building, which was not fully funded.

At the present time, the future building site portion of Taylor Ranch remains closed to the public for safety reasons. Staff has maintained the site and the chain link fence. There is a restroom and a small cultural arts shed/building remaining from the original ranch. Both are in poor condition. The shed has been closed for safety reasons.

On July 10, 2013, the City Council directed City Staff to evaluate the possibility of reopening the closed portion of Taylor Ranch Park. The City Council requested that Staff provide a cost estimate to reopen the central portion of the park for use by the community while funding for the proposed Cultural Arts Center is secured and/or made available. Staff evaluated various options for reopening the central portion of the park.

On July 24, 2013, Staff provided the following information to City Council:

While the retaining walls are a major factor for reopening this portion of the park, the following factors were also considered and evaluated as staff prepared the cost estimate for reopening the park. The factors include:

1. Securing the retaining walls – Staff looked at the following three alternatives for securing the retaining walls to meet the building code requirements and improve site safety. The alternatives include:
 - Install hand rails;
 - Imported soil to back fill the retaining walls reducing the retaining wall height; and
 - Install a temporary construction fence.

Based on the review, it is recommended that all three alternatives be implemented at various locations due to the varying site conditions.

2. Graffiti – Due to the height and locations of the retaining walls, staff is concerned with the occurrence of graffiti once the construction fence is removed. Accordingly, staff's recommendation includes measures to address the potential for graffiti which is also tied into the measures for securing the retaining walls. Decorative landscaping (bushes and shrubs) is proposed in front of those walls where back filling will not occur.
3. Cost – As staff has worked through various options for reopening the park, staff has made every effort to minimize the costs and reopen the central portion of Taylor Ranch. The following table breaks down the various costs to reopen the park and allow interim usage while funding for proposed Cultural Arts Center is secured and/or made available.

Backfill with clean soil and compaction	\$ 22,500
Install wrought iron hand rails on existing retaining walls	\$ 29,000
Landscape and Irrigation	\$ 79,000 *
Adjust sewer cleanout at grade	\$ 300
Fencing with vinyl slates	\$ 17,050
Bid and inspection costs	\$ 14,790
Contingency (15%)	\$ 14,790
Total	\$177,430

* The Landscape and Irrigation line item above includes the cost to Hydro Seed the grass and once applied, will require a 6 to 8 week period to grow in before the park can be opened to the community. Sod is another option that will cost an additional \$20,000 but will reduce the time (3 to 4 weeks) before the park can be open to the community. If the sod option is selected, the total cost will be **\$197,430.**

On December 13, 2018 City Council requested Staff to look into creating a temporary greenspace area at Taylor Ranch Park and remove the existing chain link fencing.

ANALYSIS

The following improvements with costs are provided for the City Council to consider:

I. Park Improvements

1. Prefabricated Restroom \$80,000

Purchase and install a pre-fabricated restroom. Work includes demolition and removal of the existing structure, slab removal, utility preservation/relocation, grading to eliminate sump condition, construction and installation of a new slab for the new pre-fabricated restroom and utility hookups.

Pre-Fabricated Restroom	\$50,000
Demolition	\$10,000
Grading	\$10,000
New Slab/Utilities	\$10,000

2. Demolition and Grading \$10,000

Demolition of existing sidewalks and asphalt pavement for the new ADA compliant sidewalk from the bus stop shelters to the new restroom (lump sum item).

3. Sidewalk Construction \$43,200

Construct new sidewalk, varying widths from the bus stop shelters to the new restroom (square foot unit price item).

Sidewalk, 6 foot wide from Bus Stop to Existing Park Drive
6 foot wide X 300 feet long = 1,800 SF
Sidewalk, 10 foot wide from 6 ft walk to Restroom
10 foot wide X 180 feet long = 1,800 SF
1,800 sf X \$12/SF = \$43,200

4. Install 4 Walkway Lights \$20,000

Install four (4) new electrical, LED walkway lights. Work includes materials, labor, wiring, conduits and installation of lights at a unit cost of \$5,000 per light. Connect the new lights to the parking lot light electrical distribution system.

5. Fencing/Gates \$35,000

Install pre-fabricated aluminum panels, powder coated with posts drilled and “pour rocked” into the existing wall. The panels are 6 foot long and 4 foot high. The work also includes the installation of 2 gates along the west wall (lump sum item).

6. Landscaping/Irrigation \$180,000

Install landscape and irrigation for the 52,000 square feet site/area. The work includes clearing and grubbing, tilling the existing soil, lowering the sewer cleanout to below grade, install new irrigation system with backflow device and controller, other items as required and seeding the area and adjust sewer cleanouts to final grade (lump sum item).

Subtotal Estimated Costs for Park Improvements	\$368,200
25% Contingency	<u>\$ 92,050</u>
Use for Budget Purposes	\$460,250

II. Transit Parking Lot Improvements – In order to use Transit funds for Taylor Ranch improvements the City would have to construct the following improvements in the transit parking lot at the south end of the park, :

1. Slurry Parking Lot, Type II \$15,000

Construct Type II Slurry in parking lot. It is a small area with an estimated 50 ELT of slurry (lump sum item).

2. Parking Lot Striping \$ 7,500

Replace all parking lot striping. Lump Sum Item

3. Parking Light Lot Rehabilitation/Replacement \$16,000

Rehabilitate the existing four (4) parking lot lights to operational LED lights using the existing electrical system.

Subtotal Estimated Costs for Parking Lot Improvements	\$38,500
25% Contingency	<u>\$ 9,625</u>
Use for Budget Purposes	\$50,000

III. Design, Construction Management/Inspection Costs

The following are the preliminary estimated “soft costs” for the project based on the agreed upon percentages of estimated construction cost of \$510,250

Subtotal Estimated Design, CM/Inspection Costs	\$91,845
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IV. Estimated Project Budget

Estimated Construction Costs, Park Improvements	\$460,250
Estimated Construction Costs, Parking Lot Improvements	\$ 50,000
Estimated Design, CM/Inspection Costs	<u>\$ 91,845</u>

Total Estimated Preliminary Project Costs	\$602,095
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Use for Budget Purposes	\$603,000
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FISCAL IMPACT

The cost for completing the proposed improvements at Taylor Ranch Park to create a greenspace is \$603,000. The Transportation Department could provide approximately \$225,000 in transit operational grant funds to improve the parking lot and restroom facility for used by their bus drivers. The remaining balance of \$378,000 will need to come from other sources (General Fund Reserves or Taylor Ranch Redevelopment Bond).

SUMMARY

The City Council will receive and file a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and direct staff as appropriately.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: William Quan, Controller/Interim Director of Finance

SUBJECT: City of Montebello Administrative Policy: Addendum to Federal Grants Procurement Guidelines VIB2

DATE: February 14, 2018

RECOMMENDATION

Staff recommends that the City Council approve Addendum No. 1 (Exhibit "A"), to the City of Montebello's Administrative Policy related to its Federal Grants Procurement Guidelines.

BACKGROUND/ANALYSIS

The City of Montebello's ("City") Federal Grants Procurement Guidelines for the fiscal year ending Jun 30, 2016 were reviewed by the U.S. Department of Justice to determine compliance with federal law requirements outlined in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, issued by the Office of Management and Budget.

On November 15, 2017, the City of Montebello ("City") received correspondence from the Office of Justice Programs ("OJP"), informing the City that the OJP completed its internal review of the City's Federal Grants Procurement Guidelines submitted to address the DOJ's recommendations. The OJP found that the City's federal procurement procedures submitted to the DOJ and OJP required additional detail from the City.

City staff has been working closely with the DOJ to address the findings/recommendations found in the City's Audit Report ending June 30, 2016. The attached Addendum No. 1 has been reviewed and approved by the DOJ. The next step is for City Council to adopt Addendum No. 1. City staff will then forward the approved Addendum No. 1 to DOJ so that DOJ may move forward with closing the audit.

FISCAL IMPACT

There is no fiscal impact associated with this action.

SUMMARY

The City Council will consider approval of Addendum No. 1 to the City of Montebello's Administrative Policy related to its Federal Grants Procurement Guidelines.

ATTACHMENTS

Exhibit "A": Addendum No. 1 to Federal Grants Procurement Guidelines VIB2

<i>City of Montebello</i> Finance	Procurement Procedures	SOP	VIB2
Addendum to Federal Grants Procurement Guidelines VIB2		Version No	1.0
		Effective Date	02/14/18

1.0 Purpose

The purpose of this addendum is to clarify procedures for procurement of goods and services, to ensure proper documentation of bidding records and compliance with the City Federal Grants Procurement Guidelines.

2.0 Scope

These procedures apply to all City department employees who are involved in the federal procurement process.

3.0 Procurement Steps

- 3.1** Department Heads or their designees will assign the ordering of goods or services to designated staff in their respective departments.
- 3.2** The designated staff will obtain all necessary quotes, bids, correspondence and other documents pertaining to the procurement of goods or services ("Procurement Documents") as indicated in the City's Federal Grants Procurement Guidelines. The Designated staff shall keep a paper trail of all Procurement Materials received as part of the procurement process. The designated staff shall store the Procurement Documents in a corresponding physical bid file that is created and maintained by designated staff.
- 3.3** After obtaining sufficient documentation, the designated staff will create a purchase order in the financial system, attach all backup documents to the purchase order and submit to their respective Department Head or designee for review and approval.
- 3.4** The Department Head or designee shall review the purchase order and Procurement Documents to ensure the procurement process complies with all applicable laws and City's policies.
- 3.5** If the procurement process above complies with the City's policies, the Department Head or their designee shall review and approve the purchase order and send the purchase order to Finance for review. Otherwise, he/she shall return the purchase order to the designated staff for correction. The Department Head or designee shall document their approval, in writing, in the physical bid file.
- 3.6** Once the Department Head or their designee approves the purchase order in the financial system, a Finance designated staff member shall review and approve the purchase order and Procurement Documents. The Finance designated staff member shall document their approval, in writing, in the physical bid file. The designated Finance staff member will be assigned by the Director of Finance or their designee.

<i>City of Montebello</i> Finance	Procurement Procedures	SOP	VIB2
Addendum to Federal Grants Procurement Guidelines VIB2		Version No	1.0
		Effective Date	02/14/18

3.7 After the Finance staff reviews and approves the purchase order in the financial system, the Director of Finance or their designee will review and approve the purchase order at the final level in the financial system.

3.8 The final approval by the Director of Finance or their designee will generate a purchase order number in the financial system.

3.8 Once the purchase order number has been assigned, the Department that originated the purchase order can contact the vendor to place the order for goods or services.

4.0 Record Retention

4.1 Procurement files shall be retained by each department for at least five (5) years or for the period required by the individual grant contract, whichever is longer.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Award of Agreement for Request for Proposals No. 18-2 - California Senate Bill 90 State-Mandated Cost Claims Reimbursement

DATE: February 14, 2018

RECOMMENDATION

It is recommended that City Council:

1. Award a contract in the amount of \$6,900.00 to MGT Consulting Group for RFP No. 18-2 - California Senate Bill 90 State-Mandated Cost Claims Reimbursement.
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

The City of Montebello ("CITY") solicited Proposals from qualified firms to administer the process for claiming reimbursement from the State of California under SB-90 State-Mandated Cost Claims Program on behalf of the City.

On July 6, 2017, the CITY issued Request for Proposals (RFP) No.17-10 seeking proposals from qualified consultants, with a due date of July 27, 2017 at 5:00 PM.

ANALYSIS

The intent of the project is to administer the process for claiming reimbursement for California SB 90 State-Mandated Cost Claims Program on behalf of the City. The fiscal years will be for 2016-2017, 2017-2018, with an option to extend for previous years, if applicable. Services include collection, documentation, preparation, filing, and monitoring SB90 claims, as well as, monitoring State legislative and fiscal activity for potential claims. Reports should be in compliance with State Controller's Office requirements. This is the first year, Montebello will undertake this reimbursement process.

On July 6, 2017, a Request for Proposal (RFP18-2) California Senate Bill 90 State-Mandated Cost Claims Reimbursement was issued and posted on the Planet Bids.

On July 27, 2017, one proposal was received, as follows:

Company (Proposer)	Price (Overall Pricing)
MGT Consulting Group	\$6,900.00

On October 24, 2017, an interview by the Evaluation Committee was conducted with the proposer. The Evaluation Committee reviewed and evaluated the proposal in accordance with the scoring criteria established in RFP No. 18-2. The scoring criteria are:

Category & Description	Points
Merit of proposals/presentation	20
Project understanding	25
Knowledge and expertise of personnel/firm	20
Proposal annual fee	10
References and Record of Past Performance	25
TOTAL POINTS AVAILABLE	100

MGT Consulting Group has experience in providing similar services to other agencies on similar projects, such as Anaheim, Burbank, and Whittier. They are open to any changes that the City might need or may arise as in the implementation and completion of this project. Based on their proposal submittal, the interview and knowledge of the candidate, the Evaluation Committee recommends that the City Council consider awarding an Agreement for the proposed services to MGT Consulting Group.

FISCAL IMPACT

Funding for this project comes from the City's General Fund.

SUMMARY

The City Council will consider for approval and award of a contract in the amount of \$6,900 to MGT Consulting Group for the California Senate Bill 90 State-Mandated Cost Claims Reimbursement and authorize the Acting City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

- Draft Contract Agreement
- RFP18-2 - California Senate Bill 90 State-Mandated Cost Claims Reimbursement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONTEBELLO
AND [CONTRACTOR'S NAME] FOR SENATE BILL 90 STATE-MANDATED COST
CLAIMS REIMBURSEMENT**

COVER PAGE

Contractor: [insert name of contractor]
Responsible Principal of Contractor: [insert name, title]
Notice Information - Contractor: [insert name of contractor]
[insert street address]
[insert city, state, zip code]
Attention: [insert name, title]
Phone: [insert phone number]
Facsimile: [insert fax number]

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Attention: Andrew G. Pasmant
Acting City Manager
Telephone: (323) 887-1394
Commencement Date:
[insert commencement date]

Termination Date: [insert termination date]

Consideration: Total not to exceed \$[insert amount] (includes all applicable sales tax); and more particularly described in Exhibit C

This Contract is made between the City of Montebello ("City"), a California municipal corporation ("City"), and [Contractor's Name], a [State incorporated in] corporation ("Contractor").

The City and Contractor (sometimes herein individually a "Party", and jointly the "Parties") agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR.

City agrees to engage Contractor to perform, and Contractor agrees to perform for City, the services as hereinafter set forth.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals dated _____, attached hereto as Exhibit "A", and Contractor's proposal to the City ("Proposal") dated _____, attached hereto as Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the profession in the State of California.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services.

4.0 TERMS.

The term of this Contract shall commence on the date first set forth above and continue for a one (1) year term, and shall thereafter be automatically renewed on an annual basis for successive one (1) year term (each a "Renewal Term"), unless and until terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule and rates set forth in Exhibit "C", attached and incorporated herein.

5.2 Contractor's grand total compensation for each year during the term of this Contract, including change orders, shall not exceed **[state amount]** without the prior written authorization of the City.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

6.0 PAYMENT.

6.1 Contractor shall submit monthly invoices to the City for the services, authorized expenses, and authorized extra work actually performed or incurred in the immediately preceding calendar month.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS.

The Director of the Department of Finance shall have the authority to issue change orders for administrative and non-material changes to the scope of services and to the time for performance as long as the change orders do not increase the compensation due to Contractor under this Contract and as long as the time is not extended beyond three years. The City Manager, shall have the authority to issue administrative change orders to increase the compensation due Contractor under this Contract, but the combined total amount of such change orders shall not exceed Fifty Thousand Dollars (\$50,000) in any calendar year.

8.0 CITY'S RESPONSIBILITY.

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 **CONTRACTOR NOT AGENT.** Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 **OWNERSHIP OF WORK.** All reports, drawings, plans, specifications, computer disks, memory disk/card and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 **CORRECTION OF WORK.** Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by

Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

9.5 WAIVER. A parties' waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City, which approval may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies.

9.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, experts fees, and expenses incurred in addition to any other relief to which such party may be entitled.

9.10 APPLICABLE LAW. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.11 ENTIRE AGREEMENT. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.12 WRITTEN AGREEMENT. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.13 SEVERABILITY. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be

deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.14 ORDER OF PRECEDENCE. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

9.15 CHOICE OF FORUM. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Montebello and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.16 DUPLICATE ORIGINALS. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.17 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term and provision hereof.

9.18 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.19 INDEMNITY.

9.19.1 Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Sub-consultants (or any City or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

9.19.2 Indemnity for other than professional liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or

costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agent for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

9.20 INSURANCE. Contractor shall procure and maintain for the duration of the Contract, at its own expense, the following types and minimum insurance coverage:

- 9.20.1 Commercial General Liability Insurance in an amount no less than \$1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name the City and its respective officers, agents, and employees as additional insured. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.
- 9.20.2 Business Automobile Liability Insurance in an amount no less than \$1,000,000 per accident. Such insurance shall include coverage for owned, hired, and non-owned autos.
- 9.20.3 Workers' Compensation Insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum of \$1,000,000 per claim. The workers' compensation insurance shall be endorsed to waive any right to subrogation against the City and its officers, agents, and employees. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.
- 9.20.4 Professional Errors & Omissions Insurance with a minimum of \$2,000,000 limit per claim.
- 9.20.5 Crime/Employee Dishonesty Coverage of \$1,000,000 to include employee dishonesty, disappearance, theft, and forgery or alteration coverage in a

form and issued by an insurance or bonding company or companies acceptable to the City.

- 9.20.6 Proof of insurance Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 9.20.7 City's rights of enforcement In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- 9.20.8 Acceptable Insurers. All insurance policies shall be issued by an insurance company with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
- 9.20.9 Contractor's Insurance Shall be primary with regards to any claim for damages arising out of the work performed under this Contract. The City, its officers, agents, and employees shall be named as additional insured's under the Commercial General Liability policy. The insurer shall provide 30 days written notice via a special endorsement to the City regarding non-renewal, expiration or any changes in coverage. Appropriate insurance certificates and endorsements shall be provided to the City for review and approval prior to execution of the Contract.

9.21 NOTICES. Any notice or demand to be given by one party to the other be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Montebello or any other City department is not adequate notice.

If to the City:

1600 W. Beverly Blvd.

Montebello, CA 90640

Attention: Andrew G. Pasmant, Acting City Manager

Telephone: (323) 887-1394

If to the Contractor:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.22 TERMINATION FOR CONVENIENCE. City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.23 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.24 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Montebello. If not, the Contractor shall, upon request, promptly deliver the records to the City of Montebello or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Montebello, including, but not

limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

9.25 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Montebello, or a member of any of its boards, commissions or committees, except to the extent permitted by law. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

9.26 CONFIDENTIALITY OF INFORMATION. All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the Contractor and the City are confidential and not to be disclosed to any person except as authorized by the City, the Contractor, or as required by law. Contractor shall have the responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as per the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities (CAJPA).

9.27 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "D".

///

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

City of Montebello, a California general law city and California municipal corporation

[CONTRACTOR'S NAME, a [State incorporated in] corporation

By: _____

Andrew G. Pasmant,

Acting City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Irma Barajas, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

EXHIBIT F TO SERVICES CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City of Montebello

Request for Proposals (RFP) No. 18-2

**California Senate Bill 90 State-Mandated Cost Claims
Reimbursement**

DUE: July 27, 2017



City of Montebello

1600 W. Beverly Blvd.

Montebello, CA 90640

Phone: (323) 887-1200

Issued: July 6, 2017

CALIFORNIA SB 90 STATE-MANDATED COST CLAIMS REIMBURSEMENT REQUEST FOR PROPOSAL (RFP)

INTRODUCTION

The City of Montebello is seeking qualified consulting firms to submit proposals to administer the process for claiming reimbursement for California SB 90 State-Mandated Cost Claims Program on behalf of the City. The fiscal years will be for 2016-2017, 2017-2018, with an option to extend for additional years, and previous years if applicable. Services include collection, documentation, preparation, filing, and monitoring SB90 claims, as well as monitoring State legislative and fiscal activity for potential claims. Reports should be in compliance with State Controller's Office requirements.

This RFP is being issued by the City of Montebello Finance Department. Unless otherwise directed, all communications regarding this RFP should be directed to the City Controller William Quan, in writing at WQuan@cityofmontebello.com. Revisions to this RFP, if any, will be issued and distributed as addenda.

BACKGROUND

The City of Montebello is a general law City, which operates under the council/manager form of government with a General Fund budget of over \$50 million. The City was incorporated in 1920, has an estimated population of 64,700 and has a land area of 8.25 square miles. It is located in the southwestern area of San Gabriel Valley encompassing 8.4 miles and east of downtown Los Angeles.

The City Council of the City of Montebello consists of five members elected from the City at-large, who serve four-year staggered terms. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve one-year terms. The City Council selects and appoints a City Manager who serves as the Chief Executive Officer.

SCHEDULE OF EVENTS

Release of RFP.....	July 6, 2017
Deadline for Written Questions	July 13, 2017
Responses to Inquiries.....	July 20, 2017
Proposals are Due	July 27, 2017
Interview	Week of August 7, 2017
Approval of Contract (TENTATIVE)	August 23, 2017

SCOPE OF WORK

Consultant shall prepare, submit and file all new or first-time applicable actual and estimated State-Mandated cost reimbursement claims for which the State Controller Claiming Instructions are issued, in accordance with submission deadlines. Consultant

shall also file actual cost reimbursement claims for the prior fiscal year where appropriate documentation is available. The scope of work that is required, but not necessarily be limited to the following:

1. Prepare and file eligible SB90 claims for annual claims due during Fiscal Year 2016-2017, 2017-2018 and the subsequent fiscal years.
2. Prepare and file eligible SB90 claims for all new or first-time mandates, which have claiming instructions issued by the State Controller's Office during fiscal year 2016-2017, 2017-2018 and the subsequent fiscal years.
3. Prepare and file eligible SB90 claims for actual costs incurred in a prior fiscal year for which appropriations are made to the State Controller's Office for this purpose.
4. Cost claims to be submitted by the consultant may consist of both direct and indirect costs. Firm may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if the City's records support such a calculation. Firm is not required to prepare a central service cost allocation plan or a department indirect cost rate proposal for the City.
5. Provide assistance to the City in responding to inquiries about and/or defending claims filed by the City that are audited by the State Controller's Office.
6. Provide a list of claims filed for reimbursement after each yearly filing cycle and provide an annual report tracking what the State owes for each mandated program by fiscal year.
7. Provide guidance to the City in determining the data required for claims submission and about new claiming opportunities.

SELECTION CRITERIA

A final contract will be awarded to the firm who can best meet the requirements as specified; and provide high quality, cost effective services, as determined by the City staff/council based on the following factors which are listed without implication of priority:

1. Information regarding the Firm's experience and qualifications relevant to the financial operations of programs and areas under reimbursement.
2. The ability and willingness of the Firm to meet all requirements as outlined in the scope of work.
3. Provide a list of client references and an outline of any experience the Firm has had in providing SB90 State-Mandated Claim Reimbursement, as needed within the City's organization. Include the name, address and telephone number of client references that may be contacted, as well as a brief description of each project, explaining the services(s) performed.
4. The thoroughness and conformity of the proposal package and cost of series to complete the scope of work as identified above.
5. Provide an estimate and compensation schedule on the scope of work as outlined above and a proposed fee schedule. Please understand all proposals will be evaluated based on the Scope of Work, as provided above. It is the

responsibility of the submitter to review and understand all of the requirements in the Scope of Work. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions.

CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to this RFP and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of the City. The process for selection shall occur in the following sequence:

1. Review proposals
2. Interview firms
3. Identify best qualified firm
4. Determine which, if any, alternates will be selected, and negotiate a fee
5. Award contract

A Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make a recommendation to the City Council. This committee may consist of representatives of the user department, members of the community, other city departments, and may include a representative knowledgeable in this area. Composition and creation of this committee, should one be formed, is at the sole discretion of the City.

The committee may review the proposals for format to ensure conformance with the requirements of this RFP and may select finalist to interview with the committee as a part of the committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to this RFP.

A. Evaluation Criteria

The committee and/or city staff will address the following criteria in evaluation of proposals in order to gauge the ability of a firm to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the city choose to conduct interviews with firms.

1. Merit of proposals/presentation;
2. Knowledge and expertise of personnel/firm;
3. Understanding of project, technical approach, and ability to meet city schedule;
4. Record of past performance.
5. Proposed Fee or Price.

B. Interview

The oral interview may be conducted to address specific issues with the list of firms. A major objective of the oral interview is to determine the partnership value of the proposer.

GENERAL CONDITIONS

A. Business License Certificate

Possession of a city business license is not required to submit a proposal in response to this invitation. However, firm shall be required to possess, at his/her expense, a valid city business license, prior to commencing work.

B. Insurance

Before execution of the contract, the selected firm is obligated to provide evidence of liability insurance to include: Workers' compensation, General Liability, and Automobile Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate.

CONTRACT REQUIREMENTS

A. Rejection of proposals

Failure to meet the requirements of this RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the firm, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

B. Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the information called for in this RFP. Consultant agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Firm is an Independent Consultant, not an employee, agent, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should firm be awarded contract, the firm shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
4. Firm shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subconsultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Firm shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Firm warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation, of this warrant, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

C. Assignment of Contract

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

D. Right to Require Performance

The failure of the City at any time to require performance by the firm of any provision hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

E. Ethics in Public Contracting

Each firm, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by

submitting a proposal, the firm certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, series, or anything of more than nominal value. The firm further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a firm has interest in more than one proposal for the work solicited may result in rejection of all proposal in which the firm is believed to have an interest.

F. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

G. Proprietary Information

The proposals received shall become the property of the City and are subject to public disclosure. Proposal prices and information submitted by firms will be made available to firms after City Council has approved award of contract. Firms are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the firm as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential", or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Firms who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

H. Vendor Application Form and Cover Letter

Complete Appendix A “Affidavit of Non-Collusion Form” and attach this form to the cover letter. A cover letter, not to exceed three (3) pages in length, should summarize key elements of the proposal. An individual authorized to bid with the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 90 days. Indicate the address and telephone number of the contractor’s office located nearest to Montebello, California and the office from which the project will be managed.

H. Sample Agreement

The firm selected by the City will be required to execute a Professional Services Agreement (PSA) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a firm has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the consultant will be deemed to have accepted the form of Agreement.

The proposal process, contract negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Proposers should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City’s needs and objectives and scope of work.

PROCESS FOR SUBMITTING PROPOSALS

A. Number of Proposals

Submit one original, five (5) hard copies, plus one electronic copy on a thumb drive of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

B. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes marked and received no later than 5 p.m. (P.S.T) on July 27, 2017 to the address below. Proposals will not be accepted after this deadline, with no exceptions. Faxed or e-mailed proposals will not be accepted.

City of Montebello
City Clerk’s Office
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: RFP 17-**XX** – SB 90 State-Mandated Cost Claims Reimbursement

C. Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

William Quan, City Controller
wquan@cityofmontebello.com

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the [Montebello - Official City Web Site - RFP's & Bid's](#). Firms should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than July 20, 2017. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

D. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the firm included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are scheduled for the week of August 7, 2017 and will be conducted at City of Montebello City Hall, 1600 W. Beverly Blvd. Montebello, CA 90640. This date is subject to change. The individual(s) from the firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Firm's references, contact any firm to clarify any response or request revised or additional information, contact any current users of a Firm's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all firms according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from firms. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the

lowest responsible bidder. The City may recommend award without Best and Final Offers, so firms should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring firm or withdraw the RFP.

CONDITIONS TO AGREEMENT

The selected Firm will execute a Professional Services Agreement with the City describing the Scope of Work to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. All firms are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Professional Services Agreement unless the firm includes with its proposal, in writing, any conditions or exceptions requested by the firm to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

APPENDIX A TO REQUEST FOR PROPOSALS

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)

) ss

COUNTY OF LOS ANGELES)

_____, being first duly
sworn deposes and says that he/she is

"Partner", "President", "Secretary", or other proper title)

of _____
(Insert name of bidder)

Who submits herewith to the City of Montebello a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Montebello, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Montebello, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury under the laws of the State of California that the above information is correct

By:_____Title:_____Date:_____

APPENDIX B TO REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND [CONTRACTOR'S NAME] FOR UTILITY BILLING ANALYSIS

COVER PAGE

Contractor: [insert name of contractor]

Responsible Principal of Contractor: [insert name, title]

Notice Information - Contractor: [insert name of contractor]
[insert street address]
[insert city, state, zip code]
Attention: [insert name, title]
Phone: [insert phone number]
Facsimile: [insert fax number]

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Attention: Francesca Tucker-Schuyler

City Manager

Telephone: (323) 887-1369

Commencement Date:

[insert commencement date]

Termination Date: [insert termination date]

Consideration: Total not to exceed \$[insert amount] (includes all applicable sales tax); and more particularly described in Exhibit C

This Contract is made between the City of Montebello ("City"), a California municipal corporation ("City"), and [Contractor's Name], a [State incorporated in] corporation ("Contractor").

The City and Contractor (sometimes herein individually a "Party", and jointly the "Parties") agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR.

City agrees to engage Contractor to perform, and Contractor agrees to perform for City, the services as hereinafter set forth.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals dated _____, attached hereto as Exhibit "A", and Contractor's proposal to the City ("Proposal") dated _____, attached hereto as Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the profession in the State of California.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services.

4.0 TERMS.

The term of this Contract shall commence on the date first set forth above and continue for a one (1) year term, and shall thereafter be automatically renewed on an annual basis for successive one (1) year term (each a "Renewal Term"), unless and until terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the

services, the City will pay Contractor in accordance with the payment schedule and rates set forth in Exhibit “C”, attached and incorporated herein.

5.2 Contractor's grand total compensation for each year during the term of this Contract, including change orders, shall not exceed **[state amount]** without the prior written authorization of the City.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

6.0 PAYMENT.

6.1 Contractor shall submit monthly invoices to the City for the services, authorized expenses, and authorized extra work actually performed or incurred in the immediately preceding calendar month.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS.

The Director of the Department of Finance shall have the authority to issue change orders for administrative and non-material changes to the scope of services and to the time for performance as long as the change orders do not increase the compensation due to Contractor under this Contract and as long as the time is not extended beyond three years. The City Manager, shall have the authority to issue administrative change orders to increase the compensation due Contractor under this Contract, but the

combined total amount of such change orders shall not exceed Fifty Thousand Dollars (\$50,000) in any calendar year.

8.0 CITY'S RESPONSIBILITY.

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 **CONTRACTOR NOT AGENT.** Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 **OWNERSHIP OF WORK.** All reports, drawings, plans, specifications, computer disks, memory disk/card and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

9.5 WAIVER. A parties' waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City, which approval may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies.

9.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, experts fees, and expenses incurred in addition to any other relief to which such party may be entitled.

9.10 APPLICABLE LAW. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.11 ENTIRE AGREEMENT. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.12 WRITTEN AGREEMENT. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.13 SEVERABILITY. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.14 ORDER OF PRECEDENCE. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

9.15 CHOICE OF FORUM. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Montebello and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.16 DUPLICATE ORIGINALS. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.17 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term and provision hereof.

9.18 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.19 INDEMNITY.

9.19.1 Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Sub-consultants (or any City or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

9.19.2 Indemnity for other than professional liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agent for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

9.20 INSURANCE. Contractor shall procure and maintain for the duration of the Contract, at its own expense, the following types and minimum insurance coverage:

9.20.1 Commercial General Liability Insurance in an amount no less than \$1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name the City and its respective officers, agents, and employees as additional insured. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

9.20.2 Business Automobile Liability Insurance in an amount no less than \$1,000,000 per accident. Such insurance shall include coverage for owned, hired, and non-owned autos.

9.20.3 Workers' Compensation Insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum of \$1,000,000 per claim. The workers' compensation insurance shall be endorsed to waive any right to subrogation against the City and its officers, agents, and employees. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City,

and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

- 9.20.4 Professional Errors & Omissions Insurance with a minimum of \$2,000,000 limit per claim.
- 9.20.5 Crime/Employee Dishonesty Coverage of \$1,000,000 to include employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to the City.
- 9.20.6 Proof of insurance Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 9.20.7 City's rights of enforcement In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- 9.20.8 Acceptable Insurers. All insurance policies shall be issued by an insurance company with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
- 9.20.9 Contractor's Insurance Shall be primary with regards to any claim for damages arising out of the work performed under this Contract. The City, its officers, agents, and employees shall be named as additional insured's under the Commercial General Liability policy. The insurer shall provide 30 days written notice via a special endorsement to the City regarding non-renewal, expiration or any changes in coverage. Appropriate insurance certificates and endorsements shall be provided to the City for review and approval prior to execution of the Contract.

9.21 NOTICES. Any notice or demand to be given by one party to the other be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Montebello or any other City department is not adequate notice.

If to the City:

1600 W. Beverly Blvd.
Montebello, CA 90640
Attention: Francesca Tucker-Schuyler
City Manager
Telephone: (323) 887-1369

If to the Contractor:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.22 TERMINATION FOR CONVENIENCE. City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.23 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.24 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the

amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Montebello. If not, the Contractor shall, upon request, promptly deliver the records to the City of Montebello or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Montebello, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

9.25 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Montebello, or a member of any of its boards, commissions or committees, except to the extent permitted by law. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

9.26 CONFIDENTIALITY OF INFORMATION. All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the Contractor and the City are confidential and not to be disclosed to any person except as authorized by the City, the Contractor, or as required by law. Contractor shall have the responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as per the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities (CAJPA).

9.27 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "D".

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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

City of Montebello, a California general law city and California municipal corporation

[CONTRACTOR'S NAME, a [State incorporated in] corporation

By: _____

Francesca Tucker-Schuyler,

City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Irma Barajas, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

EXHIBIT F TO SERVICES CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

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

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Request for City Council to Accept as Complete C.P. 825 – Washington Boulevard Street Improvement – Phase II from West City Limit to the East City Limit and Authorize the City Clerk to Process a Notice of Completion

DATE: February 14, 2018

RECOMMENDATION

That the City Council accepts as complete C.P. 825 – Washington Boulevard Street Improvement – Phase II from West City Limit to the East City Limit and authorize the City Clerk to process a Notice of Completion.

BACKGROUND

This project was designed and then revised to meet federal guidelines so that STPL funds could be used. Also, drought tolerant landscaping and irrigation system upgrades for existing medians from the east-to-west City limits was also added to the original project scope.

On July 13, 2016, City Council approved the plans and specifications and awarded a Contract in the amount of \$824,690.00 to Sully-Miller to construct C.P. 825 – Washington Boulevard Street Improvement – Phase II from West City Limit to the East City Limit.

By January 31, 2017, construction was substantially completed, which was followed by a plant maintenance period. The final billing was received and approved on December 20, 2017. The final cost of construction was \$762,277.12. There was a savings in asphalt pavement tonnage due to unforeseen larger areas of underlain concrete in the pavement structural section.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is complete, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as

complete; and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

ANALYSIS

Construction of the project has been completed and the City Engineer has reviewed the daily inspection reports and determined that the project has been satisfactorily completed in accordance with the project plans and the specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The Project costs are summarized as follows:

\$ 97,750.00	Design Phase including Upgrading to Meet Federal Standards
\$ 9,800.00	Topographic Survey
\$ 9,800.00	Geotechnical Investigation
\$ 65,884.00	Project Management
\$ 6,000.00	Bid Administration and Federal Labor Compliance
\$ 44,109.00	Construction Management & Inspection
<u>\$ 762,277.12</u>	Final Construction Cost
\$ 995,620.12	Total

The project budget allocation was as follows:

\$ 444,529.00	Prop C
\$ 702,000.00	STPL Funds
<u>\$ 49,990.00</u>	Prop A Exchange
\$1,196,519.00	Total

FISCAL IMPACTS

The project experienced a savings of \$200,898.88 or (16.8%). This project is funded by STPL, Prop C and Prop A Exchange funds. There is no impact on the General Fund.

SUMMARY

The City Council is requested to accept as complete C.P. 825 – Washington Boulevard Street Improvement – Phase II from West City Limit to the East City Limit and authorize the City Clerk to process a Notice of Completion.

ATTACHMENTS

Notice of Completion

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

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

NAMES

ADDRESSES

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

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on January 10, 2017. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters, curb ramps, cold milling of existing A.C. pavement and overlaying AC, installation of landscape and irrigation in existing medians, and installation of traffic signal loop detectors and pavement striping and markings.
8. The name of the contractor, if any, for such work of improvement was Sully Miller Contracting Inc.

February 14, 2017

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Washington Boulevard Street Improvement – Phase II from West City Limit to the East City Limit, CP 852, Bid # 13-12, FY 2015-20176, STPL- 5247(023)

Samuel T Kouri, City Engineer

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

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion: I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

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

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Concession Agreement between the City and Golf Pro Thomas Camacho

DATE: February 14, 2018

RECOMMENDATION

That the City Council discuss and provide direction relating to the management Concession Agreement between the City of Montebello ("City") and Golf Pro Thomas Camacho ("Camacho") (Agreement No. 1628), including tabling the matter until an operational and economic performance review of all aspects of the golf course is completed.

BACKGROUND

Camacho has long been responsible for supervision and control of all play on the Montebello Municipal Golf Course. Camacho's staff is responsible for operating the Starter/Pro Shop and the driving range, as well as, coordinating tournament schedules and Course Marshals. The City is responsible for maintaining the golf course landscaping, greens and carts and the Quiet Cannon provides exclusive food concession to the course.

The first agreement between the City and Camacho was approved in August of 1985. The agreement has been extended several times over the years, with the current agreement running through June 30, 2020 as approved under the Fifth Amendment to Agreement No. 1628, approved by City Council on March 28, 2012.

On August 14, 2017, Mr. Camacho submitted a letter to the City requesting a 5-year extension of his contract as Head Golf Professional under the same terms.

ANALYSIS

As mentioned, the current term of the Agreement runs through June 30, 2020, as such City Management would like to delay action on the request and seek City Council support to conduct a complete evaluation and review of the operational and economic performance of the Golf Course through an independent golf course consultant. This would include not only the management agreement before you, but also a review of the grounds maintenance, food and yard operations, marketing, etc., and identify

opportunities to improve the profitability and performance of the golf course. . The results could potentially identify areas to improve or enhance this agreement and other overall golf course services, particularly because the Golf Course, although being an enterprise fund, is operating at a deficit.

FISCAL IMPACT

Consideration of this item could have an impact on the City's General Fund. If the City Council elects to conduct a performance and operational review, as City Management is proposing, funding for such an action may require City Council action/approval at a future meeting, if the contract amount exceeds the City Manager's approval authority. The contract as proposed provides a revenue sharing arrangement with the vendor.

SUMMARY

The City Council will consider the request to extend the current management agreement between the City and Golf Pro Thomas Camacho (Agreement No. 1628) and provide staff with directions on the matter, including tabling the matter until an operational and economic performance review of all aspects of the golf course is completed.

ATTACHMENTS

- Agreement No. 1628, including Fifth Amendment approved on March 28, 2012
- Letter from Mr. Camacho, dated August 14, 2017

**FIFTH AMENDMENT TO AGREEMENT NO. 1628 BETWEEN THE CITY OF
MONTEBELLO AND THOMAS A. CAMACHO**

The Fifth Amendment to Concession Agreement No 1628 is made and entered into this 28th day of March, 2012, by and between the CITY OF MONTEBELLO, a municipal corporation (hereinafter, the "CITY"), and THOMAS A. CAMACHO (hereinafter, "CAMACHO") The Parties hereto agree as follows.

1 RECITALS

The Fifth Amendment is entered into with reference to the following facts:

A. CAMACHO originally entered into an agreement to become Golf Pro for the City in August 1985 On April 1, 1992, the CITY entered into an agreement ("Agreement") with CAMACHO for performance of Golf Professional services at the Montebello Municipal Golf Course including responsibility for supervision and control of all play on the Golf Course and which cancelled and replaced all previous agreements, which replaced the original agreement.

B On January 20, 1998, the Parties entered into Agreement No 1628 as the First Amendment to the April 1, 1992 Agreement setting forth the terms and conditions of CAMACHO's service and responsibilities at the CITY's golf course. The First Amendment replaced, in its entirety, the terms of the Original Agreement dated April 1, 1992, and the terms of an October 23, 1997 Memorandum of Understanding.

C On August 1, 2000, the Parties entered into the Second Amendment to the Concession Agreement setting forth a revision of certain duties and responsibilities of the CITY and CAMACHO under the Agreement.

D On April 10, 2007, the Parties entered into a Third Amendment which extended the term of the Agreement with CAMACHO to June 30, 2015

E. On May 14, 2008, the Parties entered into a Fourth Amendment which amended the method of calculating compensation to be paid to CAMACHO for providing services to the CITY

F The Parties by this Fifth Amendment wish to extend the Term as defined below

NOW, THEREFORE, for good and valuable consideration receipt of which hereby is acknowledged, the Parties hereby agree as follows:

1 Term

Paragraph 11 of the Agreement as amended by the Second Amendment is hereby deleted and replaced with the following;

11 TERM

The term of the Agreement shall commence upon the execution of this Fifth Amendment to the Agreement and terminate on July 31, 2020, unless sooner terminated as provided herein.

2. Effect of Fifth Amendment

Except as hereby amended by this Fifth Amendment, the Agreement, as amended, shall remain in full force and effect.

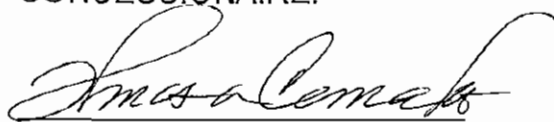
IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to the Agreement as of the dates written below

CITY OF MONTEBELLO


Dr. Frank Gomez, Mayor

4/2/2012
Date

CONCESSIONAIRE.


Thomas A. Camacho

4/18/12
Date

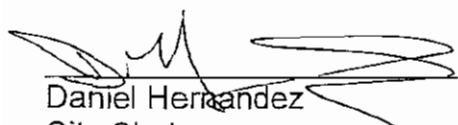
APPROVED AS TO FORM.


Arnold M. Alvarez-Glasman
City Attorney

4.5.12
Date

ATTEST




Daniel Hernandez
City Clerk

4/2/12
Date

FOURTH AMENDMENT TO CONCESSION AGREEMENT NO. 1628
BETWEEN THE CITY OF MONTEBELLO AND THOMAS A. CAMACHO

The Fourth Amendment to Concession Agreement No. 1628 is made and entered into this 14th day of May, 2008, by and between the CITY OF MONTEBELLO, a municipal corporation (hereinafter, the "CITY"), and THOMAS A. CAMACHO (hereinafter, "CAMACHO"). The Parties hereto agree as follows:

1. **RECITALS**

The Fourth Amendment is entered into with reference to the following facts:

A. CAMACHO originally entered into an agreement to become Golf Pro for the City in August 1985. On April 1, 1992 the CITY entered into an agreement with CAMACHO for performance of Golf Professional services at the Montebello Municipal Golf Course including responsibility for supervision and control of all play on the Golf Course and which cancelled and replaced all previous agreements, which replaced the original agreement.

B. On October 23, 1997, the Parties entered into a Memorandum of Understanding amending the April 1, 1992 Agreement in order to comply with federal income tax regulations in connection with the CITY's tax exempt financing for the CITY's golf course.

C. On January 20, 1998, the Parties entered into Agreement No. 1628 as the First Amendment to the April 1, 1992 Agreement setting forth the terms and conditions of CAMACHO's service and responsibilities at the CITY's golf course. The First Amendment replaced, in its entirety, the terms of the Original Agreement dated April 1, 1992, as well as the terms of the October 23, 1997 Memorandum of Understanding.

D. On August 1, 2000, the Parties entered into the Second Amendment to the Concession Agreement setting forth a revision of certain duties and responsibilities of the CITY and CAMACHO under the Concession Agreement.

E. On April 10, 2007, the term of the Agreement with CAMACHO was extended to June 30, 2015.

NOW, THEREFORE, for good and valuable consideration receipt of which hereby is acknowledged, the Parties hereby agree as follows:

1. Compensation

Section (5)(o) on Agreement No. 1628 entered into on January 20, 1998, is hereby deleted and replaced with the following:

- (o) Compensation for All Services Excluding Operation of Driving Range. CITY shall pay CAMACHO and CAMACHO shall accept from CITY as and for complete compensation for the services rendered by CAMACHO pursuant hereto, with the exception of the operation of the driving range, a sum equal to \$16,134 per calendar month subject to an annual cost of living increase adjustment, effective January 1 of each year and calculated on the consumer price index (CPI) up to a maximum of three percent (3%), and two percent (2%) of gross green fees and gross cart rental fees.

2. Effect of Fourth Amendment

Except as hereby amended by this Fourth Amendment, the Concession Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO:



William M. Molinari
William M. Molinari, Mayor

5/28/08
Date

CONCESSIONAIRE:

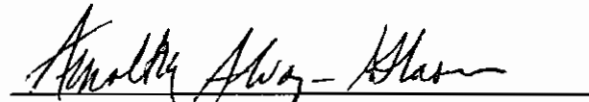


Thomas A. Camacho

6-2-08

Date

APPROVED AS TO FORM:

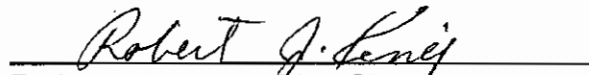


Arnold M. Alvarez-Glasman
City Attorney

5-21-08

Date

ATTEST:



Robert J. King, City Clerk

5/28/08

Date

THIRD AMENDMENT TO CONCESSION AGREEMENT

This Third Amendment to Concession Agreement ("Third Amendment") is made and entered into this ____ day of April 2007, by and between the CITY OF MONTEBELLO, a municipal corporation (the "CITY") and THOMAS A. CAMACHO ("CAMACHO"). CITY and CAMACHO are sometimes referred to collectively as "Parties." The Parties hereby agree as follows:

RECITALS

A. On April 1, 1992, the Parties entered into a Concession Agreement ("Original Agreement") wherein CAMACHO agreed to provide the CITY at the Montebello Municipal Golf Course certain duties and services including, but not limited to, golf professional services, operate a portion of said facility as a golf pro shop, locker and exercise rooms and starter's office.

B. On October 23, 1997, the Parties entered into a Memorandum of Understanding amending the Original Agreement in order to comply with federal income tax regulations in connection with the CITY's tax exempt financing for the CITY'S golf course.

C. On January 20, 1998, the Parties entered into the First Amendment to the Original Agreement setting forth the terms and conditions of CAMACHO'S service and responsibilities at the CITY'S golf course. The First Amendment replaced, in its entirety, the terms of the Original Agreement dated April 1, 1992, as well as the terms of the October 23, 1997 Memorandum of Understanding.

D. On August 1, 2000, the Parties entered into the Second Amendment to the Concession Agreement setting forth a revisions of certain duties and responsibilities of the CITY and CAMACHO under the Concession Agreement.

E. This Third Amendment to the Concession Agreement is intended to revise only the TERM of the Concession Agreement.

NOW THEREFORE, for good and valuable consideration receipt of which hereby is acknowledged, the Parties hereby agree as follows:

1. TERM.

Paragraph 11 of the Agreement as amended by the Second Amendment is hereby deleted and replaced with the following:

11. TERM

The term of the Concession Agreement shall commence upon the execution of this Third

Amendment to the Concession Agreement and terminate on July 31, 2015, unless sooner terminated as provided herein.

2. EFFECT OF THIRD AMENDMENT ON CONCESSION AGREEMENT.

Except as hereby amended by this Third Amendment, the Concession Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO

By: Norma Lopez-Reid
Norma Lopez-Reid, Mayor

March 29, 2007
Date

APPROVED AS TO FORM:

ATTEST:

By: J. Arnoldo Beltrán
J. Arnoldo Beltrán, City Attorney
4-04-07

Robert J. King
Robert J. King
City Clerk

Camacho

Thomas A. Camacho
Thomas A. Camacho

4-10-07
Date



SECOND AMENDMENT TO CONCESSION AGREEMENT

This Second Amendment to Concession Agreement is effective August 1, 2000, by and between the CITY OF MONTEBELLO, a municipal corporation (hereinafter the "CITY"), and THOMAS A. CAMACHO (hereinafter "CAMACHO"). The Parties hereto agree as follows:

1. RECITALS

This Second Amendment is entered into with reference to the following facts and circumstances and are a substantive part of this Second Amendment:

A. On April 1, 1992, the Parties entered into a Concession Agreement wherein CAMACHO agreed to provide the CITY at the Montebello Municipal Golf Course certain duties and services including, but not limited to, golf professional services, operate a portion of said facility as a golf pro shop, locker and exercise rooms and starter's office.

B. On October 23, 1997, the Parties entered into a Memorandum of Understanding amending the Concession Agreement in order to comply with federal income tax regulations in connection with the CITY's tax exempt financing for the CITY's golf course.

C. On January 20, 1998, the Parties entered into the First Amendment to the Concession Agreement setting forth the terms and conditions of CAMACHO's service and responsibilities at the CITY's golf course.

D. This Second Amendment to the Concession Agreement is intended to revise certain duties and responsibilities of the CITY and CAMACHO under the Concession Agreement.

2. AGREEMENT

Paragraphs (5)(a), (6), (11) and (20) are hereby amended to the Concession Agreement as

provided below:

(5) **SERVICES/COMPENSATION**

(a) **Golf Course Operation**

CAMACHO shall be designated as the Director of Golf, the supervisor and controller of all play on the Montebello Municipal Golf Course, and shall provide the CITY with monthly feedback regarding the conditions of the course, items needing correction with suggestions for improvement. CAMACHO shall meet regularly with an employee of the CITY designated by the City Administrator; and

(6) **OTHER EMPLOYEES**

CAMACHO may employ other employees, at his sole expense, to assist in the performance of the duties required under the terms of this agreement. CAMACHO may designate a member of his staff as the Head Golf Professional and other members of his staff as Golf Professional, Assistant Golf Professional or Apprentice. CAMACHO agrees to interview City employees currently operating the driving range for positions on his staff. CAMACHO further agrees that all persons employed by him shall be treated fairly without regard to or because of race, religion, ancestry, national origin, or sex. CAMACHO agrees to provide and require that all of his employees wear name tags or some form of professional identification such as staff shirts so that they can be readily identified by the public. The City Council has the right to review and comment on any and all employees hired by the Director of Golf in conjunction with the operations of the golf course. CAMACHO agrees to provide at his sole expense, fidelity bond coverage consisting of a commercial blanket bond for his employees and an individual honesty bond for himself naming

the CITY as obliged. Coverage shall be in the amount of \$20,000. CAMACHO also agrees to obtain standard City background reviews on existing and new employees.

(11) **TERM**

The term of the Concession Agreement shall commence upon the execution of the Second Amendment and terminate on July 31, 2010, unless sooner terminated as provided herein.

(20) **PROFESSIONAL GOLF ASSOCIATION MEMBERSHIP**

Should CAMACHO or any of his employees attend the Professional Golfers' Association of America School and obtain his/their Professional Golfers' Association of America card, the CITY will pay CAMACHO \$7,000.00 for expenses related to and upon each completion of this achievement.

3. **EFFECT OF SECOND AMENDMENT ON CONCESSION AGREEMENT**

Except as hereby amended by this Second Amendment, the Concession Agreement shall remain of full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to the
Concession Agreement to be executed on the 1st day of August 2000.

CITY OF MONTEBELLO

By William M. Molinari
William Molinari
Mayor



ATTEST:

Robert J. King
Robert J. King
City Clerk

Thomas A. Camacho
Thomas A. Camacho
Director of Golf

APPROVED AS TO FORM

Arnold Alvarez-Glasman
Arnold Alvarez-Glasman
City Attorney

AGREEMENT NO. 1628

No. 1208

CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO CONCESSION AGREEMENT, is made and entered into this 20th day of January, 1998, by and between the CITY OF MONTEBELLO, a municipal corporation (hereinafter "CITY"), and THOMAS A. CAMACHO (hereinafter "CAMACHO").

WITNESSETH:

The parties hereto agree as follows:

(1) **RECITALS.** This Agreement is made and entered into with respect to the following facts:

(a) That the CITY owns the club house facility located at 901 Via San Clemente, City of Montebello, County of Los Angeles, State of California, immediately adjacent to the city-owned municipal golf course; and

(b) That the CITY had heretofore determined that it is in the public interest to obtain a concessionaire to act as the golf professional, operate a portion of said facility as a golf pro shop, locker and exercise rooms and starter's office; and

(c) The parties have heretofore entered into a

concession agreement dated April 14, 1992, which it is the desire of the parties to cancel and replace with this agreement.

(d) That the effective date of this agreement is the 1st day of February, 1998; and

(e) That the public interest, convenience and necessity, require the execution of this Agreement upon the terms and conditions hereinafter set forth.

(2) CANCELLATION AND REPLACEMENT. That certain agreement dated April 14, 1992, between the parties hereto is hereby cancelled and terminated, and the parties hereto are relieved from their respective obligations thereunder. Notwithstanding the foregoing, neither party is relieved from any liability under that agreement for any breach or cause of action which may exist on the effective date of this agreement.

(3) PREMISES. Those certain portions of said club house facility, as described on Exhibit "A", consists of one page, attached hereto and incorporated herein by this reference. Each portion of said premises shall be devoted to the respective use as designated on Exhibit "A" hereof.

(4) USE. CAMACHO agrees that said premises shall be utilized only for the purpose of conducting, as a concession:

(a) a golf course pro shop, including the sale and/or rental of golfing equipment, sporting goods and supplies, and the storage and/or repair of golf equipment and supplies; and

(b) an indoor driving range; and

(c) locker and exercise rooms; and

(d) for all other uses customarily incident to the above. Any change in or addition to the above described uses shall require the advance written approval of CITY.

(5) SERVICES/COMPENSATION. CAMACHO agrees to perform, for the compensation set forth hereinafter, during the term of this Agreement, the following services:

(a) Golf Course Operation. CAMACHO shall be the golf professional, the supervisor and controller of all play on the Montebello Municipal Golf Course, and shall provide the CITY with monthly feedback regarding the conditions of the course, items needing correction with suggestions for improvement. Camacho shall meet regularly with an employee of the CITY designated by the City Administrator; and

(b) Green Fees and Cart Rentals. CAMACHO shall provide the personnel necessary to serve as cashier, and shall

collect all green fees and golf cart rental fees due to CITY for play on said golf course. Said fees and rental charges shall be in the amount as from time to time established by CITY, and shall be collected and recorded based upon procedures established by the City's Finance Department and auditor. CAMACHO shall maintain a complete starter and call sheet for each day of operation on forms provided by CITY. CAMACHO shall complete numbered tournament reservation forms, as provided by CITY, for each scheduled tournament played at said course. Copies of said tournament forms shall be distributed to reserving party and to CITY. CAMACHO shall, on or before the tenth day of each month, report the number of rounds played in each category, number of cart rentals, locker rentals, exercise room fees and charges, and gratis play rounds. CITY shall have the right to audit all books and records to verify the statements rendered by CAMACHO as above described, impose interest charges for unpaid amounts, and enforce collection; and Camacho also agrees to install and maintain at his own expense security cameras in the pro shop and make available tapes to the City upon request. This would be done with the prior approval of the Police Chief.

(c) Locker and Exercise Rooms. CAMACHO shall have the exclusive responsibility to operate and maintain the locker and exercise rooms on the premises, in the areas as shown on said Exhibit "A". However, CAMACHO agrees that a portion of the locker area as shown on said Exhibit "C" may be used by SMART SMR OF

CALIFORNIA, INC. ("SMART"), pursuant to that certain agreement entered into between SMART and the CITY. The form and nature of the operations and maintenance of the locker and exercise rooms, with the exception of that portion used by SMART shall be the sole responsibility of the golf professional; and

(d) Concession Coordination. CAMACHO shall work with the existing and/or future concessionaires designated by the CITY, to promote and coordinate the use of city-owned facilities available to the public; and

(e) Cart Room. CAMACHO agrees to provide supervision of cart room operations , and shall notify the CITY of any incidents and recommendations regarding this area of operations; and

(f) Driving Range. CAMACHO shall, except where otherwise noted in this Agreement, have the exclusive responsibility to operate and maintain the driving range on the premises, in the areas as shown on said Exhibit "B". CAMACHO shall be responsible for daily costs such as balls, mats, tees, cleaning, maintenance, and staffing. CAMACHO shall provide the same quality of balls, #1 grade or equivalent, that CITY has purchased in the past. The City shall be responsible for controlling electricity, turf maintenance, lighting, fencing and irrigation. A monthly inspection of operations will be conducted with CAMACHO and CITY

Staff to communicate any needs by either party. CITY staff will provide CAMACHO with a monthly maintenance schedule. CAMACHO shall have the driving range cleared of balls for scheduled maintenance items such as mowing, aerifying, and any other horticultural practices that require a ball free surface. Camacho also agrees to install and maintain at his own expense security cameras in the driving range office and make available tapes to the City upon request. This would be done with prior approval of the Police Chief.

(g) Annual Tournament. CAMACHO agrees to assist the City in the organizing and conducting of an annual City-sponsored golf tournament attracting both celebrity and amateur golfers for the purpose of promoting the Montebello Golf Course, adjoining facilities, and programs of vital interest to the community; and

(h) Junior Golfing Program. CAMACHO shall devote a reasonable amount of time in the development of the Junior Golfing Program as was formerly operated at the said golf course; and

(i) Starters. CAMACHO shall, at his sole expense, provide the personnel necessary to provide services for the entire starter's operation including staffing and maintaining the starter's office, in the location as designated on Exhibit "A"

attached hereto and other such place as may be approved by the City Council. Said personnel shall schedule starting times, take reservations for starting times, and serve as starters of play on the golf course. Said personnel shall be on duty fifteen (15) minutes prior to dawn until 6:30 p.m. daily during daylight savings time and until one-half hour before dusk the remainder of the year, except that on Christmas Day, New Year's Day, and Thanksgiving Day, said starter's operation shall close at 12:00 noon. Said operation shall be closed on such days as said course is closed due to inclement weather; and

(j) Course Marshalls. CAMACHO shall, at his sole expense, provide the personnel necessary to satisfactorily supervise and coordinate play on the golf course. Said personnel shall enforce golf course rules, regulations, procedures, and safety. Said personnel shall be on duty during all hours of operation ; and

(k) Devotion of Time. CAMACHO agrees to devote, full time, his personal effort to the promotion of golf and golf tournaments at the Montebello Municipal Golf Course in cooperation with CITY. CITY may produce and distribute, brochures, fliers, and promotional materials throughout the Southern California region as a means of attracting additional rounds and tournaments to the golf course. CAMACHO agrees to review all such promotional material with the City Administrator's designee prior to distribution.

CAMACHO may enter golf tournaments, such as the National P.G.A. and the National Open Tournaments, so long as not more than eight weeks per year total time is spent away from the Montebello Municipal Golf Course. CAMACHO may enter any local tournament at which his presence will promote goodwill for the Montebello Municipal Golf Course. Notwithstanding the foregoing, CAMACHO, or his assistants, shall be in attendance at all times when the golf course is open for play. CAMACHO further agrees to conduct regular inspections of the golf course with golf course managers to provide information regarding course conditions and player satisfaction; and

(l) Additional Duties. CAMACHO agrees to perform such additional services in assisting in the operation of the golf course as may be required of him by CITY, or persons designated by CITY, such as working with golf course user groups, other CITY concessionaires, and golf course managers to assist in the resolution of operational issues.

(m) Annual Review of Services. CAMACHO and CITY agree to meet and review these expressed services on an annual basis, and, subject to City Council approval, change, add, delete, or expand the services performed by CAMACHO.

(n) Pro Shop. CAMACHO shall keep the pro shop open between the hours of 6:00 a.m. to 5:00 p.m. daily, every day of the year, except Christmas Day, New Year's Day, and Thanksgiving Day,

when the hours of operation shall be 6:00 a.m. to 12:00 noon. CAMACHO shall designate a responsible person, satisfactory to CITY, to be in attendance at the pro shop at all times during its hours of operation, and assigned to oversee pro shop operations during CAMACHO's absence.

(o) Compensation for all Services Excluding Operation of Driving Range. CITY shall pay CAMACHO and CAMACHO shall accept from CITY as and for complete compensation for the services rendered by CAMACHO pursuant hereto, with the exception of the operation of the driving range, a sum equal to \$8,000 per calendar month subject to an annual cost of living increase adjustment calculated on the consumer price index (CPI) up to a maximum of 3%, and one percent (1%) of gross green fees and gross cart rental fees. During the upcoming course closure Camacho will receive \$12,000 per month compensation provided he is available as needed to the City for consultation on the renovation work on the golf course.

(p) Compensation for Operation of Driving Range. The parties agree to divide equally the gross annual revenue from the operation of the driving range.

The City retains the right to at any time to order CAMACHO to relinquish all control over operation of the driving range if the average gross annual revenue from the driving range

falls below \$272,000.

(q) The City expressly reserves the right hereunder to examine any and all financial books, records and statements of CAMACHO, at any reasonable time, at City's expense.

(6) OTHER EMPLOYEES. CAMACHO may employ other employees, at his sole expense, to assist in the performance of the duties required under the terms of this agreement. CAMACHO agrees to interview City employees currently operating the driving range for positions on his staff. CAMACHO further agrees that all persons employed by him shall be treated fairly without regard to or because of race, religion, ancestry, national origin, or sex. CAMACHO agrees to provide and require that all of his employees wear name tags or some form of professional identification such as staff shirts so that they can be readily identified by the public. The City Council has the right to review and comment on any and all employees hired by the golf pro in conjunction with the operations of the golf course. CAMACHO agrees to provide, at his sole expense, fidelity bond coverage consisting of a commercial blanket bond for his employees and an individual honesty bond for himself naming the CITY as obliged. Coverage shall be in the amount of \$20,000. CAMACHO also agrees to obtain standard City background reviews on existing and new employees.

(7) HOURS OF OPERATION. CITY guarantees that the said

golf course shall be in operation daily between dawn and dusk except Christmas Day, New Year's Day, and Thanksgiving Day. Said golf course shall be closed on such days and during such times as said course is unplayable due to inclement weather, and at such times as the City Council shall direct. CAMACHO, or his designated assistant, shall be in attendance and on duty at all times said golf course is in operation.

(8) **UTILITIES**. CITY shall pay for all water, gas, heat, light, power, and other utility service now supplied to said premises, excepting telephone service for pro shop, provided that the CITY shall bare cost for golf course telephone service. Camacho agrees to accept any future City funded computerized starting time reservation system.

(9) **FIXTURES**. Except as provided herein, CAMACHO shall purchase and install, at his sole expense, all fixtures necessary to equip and maintain said uses described above, except as expressly set forth herein, as fixtures and equipment to be obtained at CITY's expense. During the 1998 golf course renovation the City will renovate the pro shop as funds permit. CAMACHO shall, at his sole expense, replace, according to wear, fixtures and furnishings located in the pro shop, and locker rooms, and shall bear all expenses related to any future modification or remodel of the pro shop. Such proposed modifications and/or remodels shall first be approved by the City in accordance with

established building requirements.

(10) **PRO SHOP INVENTORY.** CAMACHO shall, at all times during the term of this agreement, maintain in said pro shop an inventory of salable golf merchandise and equipment, sporting goods, and supplies totaling a minimum of \$50,000 retail price. Camacho also agrees to accept credit cards for pro shop merchandise and submit annually a year end inventory of his merchandise.

(11) **TERM.** The term of this Agreement shall commence upon the execution hereof and terminate on January 31, 2008, unless sooner terminated as provided herein.

(12) **TERMINATION.**

(a) **Notice of Termination.** This Agreement may be terminated at any time prior to the expiration of the term set forth in Paragraph 11 hereof by Camacho giving thirty (30) days written notice of intent to so terminate. The City may terminate this agreement should Camacho fail to meet the terms set forth in said agreement. The effective date of such termination shall be the 31st day after the giving of such notice.

(13) **NON-LIABILITY TO CITY.** CAMACHO, as material part of the consideration to be rendered to CITY, hereby waives any and all claims he may now have or which may arise in the future, against

CITY for damages to goods, wares, and merchandise, in, upon or about said premises, and for injuries to CAMACHO, his agents, employees or third persons in or about said premises, from any cause arising at any time; and CAMACHO agrees to hold CITY free and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of premises by CAMACHO, or from the failure of CAMACHO to keep the above-described premises in good condition and repair, as herein provided, even in the event of joint negligence by CITY and CAMACHO.

(14) **LIABILITY INSURANCE**. For the operation of the areas shown in Exhibit "A", CAMACHO further agrees to take out and keep in effect for the entire length of this agreement the following insurances: owners, landlords, tenants, and contractual insurance with companies and through brokers approved by the CITY, naming CITY as an additional insured to protect against liability for bodily injury or property damage arising out of or resulting from any accident or incident occurring in or as a result of such use; said policy or policies shall have liability limits not less than \$250,000.00 each person, and \$500,000.00 each occurrence for bodily injuries, \$500,000.00 each occurrence for bodily injuries, \$500,000.00 each occurrence for property damage, or \$500,000.00 Combined Single Limit (CSL) each occurrence. The policies or certificates of insurance shall be filed with CITY, and CAMACHO is to obtain written obligation on the part of the insurance carriers

to notify CITY in writing 30 days prior to any cancellation thereof. If CAMACHO does not keep such insurance in full force and effect during the term hereof, the CITY at its sole option may terminate this Agreement. All cost for insurance and deductibles are to be paid by CAMACHO. CAMACHO shall not be required to procure any insurance for the operation of the areas shown in Exhibit "B".

(15) COMPLIANCE WITH LAW. CAMACHO shall, at his sole expense, comply with all of the requirements of the Montebello Municipal Code, and such State and Federal laws as may be applicable to CAMACHO's activities under this Agreement. Nothing in this Agreement shall be deemed to constitute a waiver as to any provision of the said Montebello Municipal Code or any future amendment thereto.

(16) DISPLAY OF GOODS. CAMACHO shall not permit the display of goods, ware or merchandise at any time outside of the premises listed hereunder, without first obtaining the written consent therefore of CITY.

(17) ASSIGNMENT. CAMACHO shall not assign this Agreement or any part of the premises herein involved, without first obtaining the written consent of CITY. Any such assignment by CAMACHO without said CITY's approval and permissions, shall be void and of no force and effect.

(18) **POSSESSION OF PREMISES.** It is further understood and agreed that CAMACHO will, upon the termination of the Agreement, quit and surrender possession of the premises hereby demised, in as good order and condition as the same were at the commencement hereof, reasonable wear, tear and damage by the elements or other unavoidable casualties excepted.

CITY agrees to deliver quiet and peaceable possession of the premises to CAMACHO at the commencement of the term of this Agreement, but CITY does not warrant quiet and peaceable possession throughout the term of this Agreement. CITY shall be under no liability to CAMACHO by reason of such failure to furnish quiet and peaceable possession. It is agreed that any sale or lease of said premises made by CITY shall be subject to this Agreement.

(19) **FEES FOR GOLF INSTRUCTIONS.** CAMACHO shall have the exclusive right to give golf lessons and instructions to persons utilizing the golf course and driving range; all fees received from the same shall be retained by CAMACHO, provided that all charges for use of the range and golf course shall be paid by CAMACHO or the persons receiving such instruction.

(20) **PROFESSIONAL GOLF ASSOCIATION MEMBERSHIP.** Should Camacho attend the professional Golf Association School and obtain his professional Golf Association Membership card prior to December

31, 1999, the City will pay the \$5,000 for expenses relating to this achievement.

(21) **NOTICES**. Notices under this Agreement shall be by United States mail, postage prepaid, addressed as follows:

(a) to CITY: City Administrator
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

(b) to CAMACHO: Mr. Thomas A. Camacho
Montebello Golf Course
901 Via San Clemente
Montebello, CA 90640

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, each of which shall be deemed an original, on the day and year first above written.

CITY OF MONTEBELLO



By Art Payan
Art Payan
Mayor

ATTEST:

Robert J. King
Robert J. King
City Clerk

Thomas A. Camacho
Thomas A. Camacho

August 14, 2017

Ms. Francesca Tucker-Schuyler,
Montebello City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Ms. Tucker-Schuyler,

I wish to express my sincere appreciation to the City of Montebello for allowing me to serve as Head Golf Professional for many wonderful years. This letter is submitted to request a 5-year extension of my contract as your Head Golf Professional. It is a position that I have treasured because our City of Montebello and our Championship Golf Course are among the finest in all of Southern California!

I had the good fortune to be hired by our former Golf Professional, the distinguished Jimmy Thompson, who served the City for more than 23 years. He taught me the importance of providing our golfers a welcoming environment so they would return to us time after time. In addition to the hundreds of our regular golfers, (some have been with us over 50 years!) we have also attracted many celebrities. To name just a few, the legendary Fernando Valenzuela currently golfs here twice per week; Actor Ron Perlman tells his friends that Montebello is his home course; Smokey Robinson enjoys playing Montebello when he is in town; Actors Raymond Cruz & Bobby Constanza; Football great Jim Brown; and champion boxer Oscar De La Hoya, among others, enjoy our splendid golf course!

Jimmy Thompson taught me that it was the Golf Professional's responsibility to help the City of Montebello by generating revenue to assist the City in providing Police and Fire protection and all the numerous functions of city government. It is important that our golf course be supportive of the Quiet Canon ventures, so that together, we can provide a substantial revenue stream for the City Budget.

It is exciting to see our 2nd hotel becoming a reality! My goal is to work with the Quiet Canon on a hotel golf package that hotel guests would find attractive. I wish to help the Quiet Canon become a huge success because if they succeed, we all succeed. Also, it is my goal to reach out to various organizations to generate many more golf tournaments which provides an excellent revenue source.

I enjoy an excellent relationship with the Montebello Players Club and with our outstanding Golf Superintendent. Working closely with them and the Quiet Canon we can develop ideas and plans to attract more and more clientele to our Championship Golf Course and Beautiful Hotels.

Like my predecessor, Jimmy Thompson, it is my hope to continue serving The City of Montebello, as your Head Golf Professional, until I retire following my requested 5-year contract extension.

Ms. Tucker-Schuyler, I am aware that You and the City Council are working hard to balance the city budget in order to continue providing superior services to the community. I WISH TO HELP. My expenses as your Head Golf Professional have increased substantially while I employ 8 staff members and I have not had a financial increase in my contract for many years. Nevertheless, I AM NOT seeking a financial increase in this request for a 5-year extension. Simply, I am requesting a 5-year extension under the same terms and conditions.

Thank you for your consideration and I hope you find it mutually beneficial to request the City Council's approval of my request.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Tom Camacho".

Tom Camacho

Cc: Mayor Vivian Romero
Mayor Pro Tem William M. Molinari
Councilmember Art Barajas
Councilmember Vanessa Delgado
Councilmember Jack Hadjinian

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: February 14, 2018

RECOMMENDATION

That the City Council either:

- 1) Approving a contract for on-call sewer maintenance and plumbing services with Sebastian Waterworks, Inc., dba Mr. Rooter Plumbing, in an amount not to exceed \$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, or
- 2) Rejecting all bids received in response to said RFP and direct staff to reissue the RFP.

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.

On January 24, 2018, the City Council continued this item and matter was referred back to City staff.

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 at city buildings (such as the police department building, jail, city hall, senior citizens center, park restrooms, etc.).

At the meeting of January 24, 2018, the City Council referred several items mentioned at the meeting to City staff, these are as follow:

- 1) Repairs at 1424 South 4th Street, Montebello
- 2) Repairs at 1449 South 4th Street, Montebello
- 3) Pumping of stagnant rain water at Chapin and Union
- 4) Language in the proposed contract states “turnkey design-build project”
- 5) Who inspect or supervises the work performed by this contractor?

Staff researched these items and found the following:

- 1) No billings indicating the installation of the curb drain at 1424 South 4th Street by Mr. Rooter was found by City staff.
- 2) Repairs at 1449 South 4th Street were inspected by the City Contract Inspector (provided by Infrastructure Engineers). The repairs were performed to the city y-saddle connection due to tree root intrusion. The cost of the repairs was \$9,394.50. The resident, according to Mr. Torres, was not charged for the repairs. The repairs were made consistent with existing City Policy, has the damaged was at the y-saddle connection to the City sewer main line. Attached are the permit issued, invoiced and purchase order.
- 3) The pavement on Chapin Road just north of Union Street has failed creating a low spot that during wet weather events flood the area. Mr. Rooter has been contracted in the past to pump this water out. If the failure to the pavement was not present any and all water generate by a wet weather event would drain to the nearby storm drain. Mr. Rooter was only collecting the water from the area and disposing of it at a nearby storm drain. Currently, any water pump from this area is dispose of into the sewer system.
- 4) The language has been correct to indicate “performing on-call sewer maintenance and plumbing services” the prior language was an error, the language was from a prior contract for design-build services contract.

- 5) There is a combination of City staff and City Consultant (depending on the specific scope of work) that supervises and inspects the work of this contractor. The Street Maintenance Supervisor and the Standby Person oversee the work of the contractor when responding to call for services for sewer and storm drain services; Building Maintenance staff and staff at specific building (such as Police or Parks) supervise and inspect the work for plumbing services at City buildings; when the work involves extensive sewer/storm drain repairs, the work is supervised and inspected by the City Inspector (such was the case at 1449 South 4th Street).

Mr. Rooter Plumbing has complied with all requirements of the RFP, including a bid bond for the proposed project. Based on the RFP requirements and reference checks, Mr. Rooter Plumbing submitted the lowest responsive bid.

Mr. Rooter is currently providing similar services to the City of Monterey Park (said unit prices are comparable to the unit prices for Montebello), and Caltrans. They are also providing on-call plumbing services to County of Los Angeles. In the past, they have also worked for the City of South El Monte, Baldwin Park and Alhambra.

City staff contacted the three references provided, per the RFP, the references gave Mr. Rooter Plumbing extremely high marks on all categories copies area attached. The questions asked are listed below:

- 1) Overall, how satisfied do you feel about the performance of this contractor?
- 2) How satisfied are you with their quality of service?
- 3) Were the services completed within the agreed terms of the agreement/contract?
- 4) How satisfied do you feel about the timeliness of the services?
- 5) How easy do you think this contractor is to do business with?
- 6) Have you received any complaints from residents or customers regarding this contractor's work?
- 7) How satisfied do you feel about the attitude, courtesy, and professionalism of this contractor's staff?
- 8) How likely would you be willing to hire this vendor again?

Additionally, letter of references were obtained from the three references and they are attached.

Based on the information provided, 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 the scope of services described in the RFP or reject all bids received and direct staff to re-issue the RFP.

FISCAL IMPACT

On annual basis, the City spends on average approximately \$240,000 in sewer and plumbing services. The average annual expenditures is based on FY 2015/16 and FY 2016/17 figures. If a five year average is used, the average annual expenditure would be higher due higher incidents of vandalism and unforeseen sewer/storm drain collapses. 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 either: 1) approving a contract for on-call sewer maintenance and plumbing services to Sebastian Waterworks Inc., dba Mr Rooter Plumbing in an amount not to exceed \$240,000.00 per year, 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 or 2) rejecting all bids received in response to said RFP and direct staff to re-issue the RFP.

ATTACHMENTS

Draft Agreement
Repair documents for 1449 South 4th Street
Reference check forms
Letters of reference

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 performing on-call sewer maintenance and plumbing services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

SECTION 4. WORK PRODUCT.

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

SECTION 5. EXTRA SERVICES.

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

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 G. Pasmant, Acting City Manager
BY: Tom Barrio, Director of Transportation
SUBJECT: Award Pest Control Services Contract, Request for Proposal No.18-23
DATE: February 14, 2018

RECOMMENDATION

It is recommended that City Council:

1. Award a contract in the amount of \$15,324 to Dewey Pest Control; and
2. Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

On October 4, 2017, the City issued Request for Proposal (RFP) No. 18-23 , soliciting proposals from qualified professionals to provide Annual Pest Control Services for various City Buildings and Parks, as the City is responsible for pest control services at all City-owned facilities.

ANALYSIS

The Notice Inviting Bids/Proposals was published on Planet Bids on October 4, 2017. The City received six (6) proposals on November 7, 2017. Results of the bids are as follows:

Company	Bid Amount
Dewey Pest Control	\$ 15,324
Brigade Pest Management	\$ 24,720
BEE Emergency Response Team	\$ 28,072
Animal Pest Management	\$ 34,680
Orkin Service	\$ 38,156
Critter Busters	\$116,460

On December 19, 2017, a review panel considered the proposals submitted by each respondent to determine their qualifications and expertise to perform the services and scope of work for called forth in RFP No. 18-23. The review panel evaluated the proposals based on the following scoring criteria:

1) Experience and knowledge.....	20%
2) Certifications	25%
3) Staff available and trained	25%
4) Proposed price schedule and hourly rate	30%
Total %	100%

Below are the panel's scores for each firm:

Company	Average Score
Dewey Pest Control	92.17%
Brigade Pest Management	48.93%
BEE Emergency Response Team	57.21%
Animal Pest Management	75.42%
Orkin Service	74.22%
Critter Busters	18.61%

Below are the final rankings:

Company	Ranking
Dewey Pest Control	1
Animal Pest Management	2
Orkin Service	3
BEE Emergency Response Team	4
Brigade Pest Management	5
Critter Busters	6

Based on the proposals submitted by each firm, the review panel scored (including proposed price) Dewey Pest Control as the firm with the best qualifications and experience to meet the needs of the City.

FISCAL IMPACT

As part of the approved Fiscal Year 2017/2018 City Budget, funds for pest control services were appropriated in the Maintenance and Operations Budgets of the following departments: Public Works, Police, Fire, Parks & Community Services, and Transportation.

SMMARY

The City Council will consider awarding a Contract Agreement in the amount of \$15,324 to Dewey Pest Control for Request for Proposal (RFP) No. 18-23 for Annual Pest Control Services for various City Buildings and Parks and authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

ATTACHMENTS

Request for Proposals No. 18-23 for Pest Control Services
Draft Contract Agreement

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

THIS AGREEMENT ("Agreement") is made and entered into on February 14, 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 Pest Control 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 Pest Control Services in the City of Montebello ("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 pest control services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 2. TERM.

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

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

SECTION 3. PERFORMANCE.

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

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work products 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 of interpretation of any of its provisions.

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

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

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

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

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

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.

[SIGNATURE PAGE FOLLOW]

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

CITY OF MONTEBELLO

CONTRACTOR

Andrew G. Pasmant
Acting City Manager

Name

Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

City of Montebello



**Departments of Public Works, Fire, Police, Transportation,
and Parks and Community Services**

REQUEST FOR PROPOSALS FOR PEST CONTROL SERVICES

RFP NO: 18-23

**VIVIAN ROMERO – MAYOR
WILLIAM M. MOLINARI – MAYOR PRO TEM
ART BARAJAS – COUNCILMEMBER
VANESSA DELGADO – COUNCILMEMBER
JACK HADJINIAN – COUNCILMEMBER**

**Issued : October 4, 2017
Pre-Proposal Meeting : October 24, 2017
Written Questions Due : October 26, 2017
Proposal Due : October 31, 2017 at 11:00 AM**

**NOTICE INVITING REQUEST FOR PROPOSALS
FOR PEST CONTROL SERVICES**

RFP NO. 18-23

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites proposals for the above stated project. Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) or to the City Clerk's Office at 1600 West Beverly Boulevard, up to the hour of 11:00 a.m. on Tuesday, October 31, 2017.

A pre-proposal Meeting will be held on October 24, 2017 at 2:00 p.m., at the Montebello Transportation facility located at 400 South Taylor Avenue, Montebello, California 90640.

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

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

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

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

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to proposers and submitted as required.

The successful contractor and his subcontractors will be required to possess business licenses from the City.

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

The contact person for this RFP is Eric Yan, Transit Grants and Projects Administrator at (323) 558-1628 or to email eyan@cityofmontebello.com.

Introduction:

The City of Montebello is currently soliciting proposals for an experienced pest control contractor to implement an IPM (Integrated Pest Management) program for the control of insects and rodents at all city-owned buildings, parks and on public transit buses (headquartered at the Transportation Department).

Term of Agreement

- a) The term 3-year initial contract with renewal option of two (2) one-year extensions.

Compensation

- b) The compensation shall be based on agreed upon hourly rate and or monthly service fee for all approved work.
- c) The City shall pay Net 30-day, based on approved invoice and work performed.

Project Description

The intent of this Request for Proposal (RFP) is to obtain services for the abatement of insects and rodents that may be discovered at any City facility or public transit buses.

Transportation Department

The Transportation Department currently requires one contracted pest control person to be available Wednesday and Thursday or eight visits per-month to set traps and treat buses and facilities inside and out. The number of buses to be treated is 77 heavy-duty transit buses and a facility that covers two blocks. The facilities consist of under-ground and above ground parking, and two large facilities with a second floor, warehouse, maintenance and fueling buildings, located at 400 South Taylor Avenue, which covers one long block of property to 311 South Greenwood Avenue, Montebello, CA.

- Services shall include one certified and trained contracted person in an approved recognizable company uniform and safety vest and shoes.
- Contracted person must wear appropriate respirator and use hand protection when using pesticides.
- Service the facilities and vehicles Wednesday and Thursday after 5:30 p.m.
- Arrive in a Company Owned insured and current licensed vehicle with the tools necessary to perform safe and efficient pest and rodent abatement.
- Maintain a contractor's log book at the City's Transportation Department designated office.
- Provide a copy of work-order to Shop Supervisor at the conclusion of each visit.
- Visit with Shop and Bus Operations Dispatch Supervisors to inquire about any pest or rodent issues that may need to be addressed that have not been resolved during the normal visits.

Other City Departments

Pest Control Services at all other buildings and parks shall be coordinated with their respective departments, as shown below:

- Police Building with Police Department

- Fire Stations with Fire Department
- City Hall/Golf Course/Quiet Cannon with Public Works Department
- All Parks and Buildings located at existing parks with Parks & Community Services

Qualifications:

- Pest Control Company shall have a minimum of five (5) years' experience in abatement of pests and rodents in facilities and public transportation buses.
- Number of Trained staff on use of state approved pesticides
- Available staff trained and available during the hours agreed upon.
- **Certifications:** The contractor shall provide the following:
 - Certificate of Contractor General Liability Insurance, with the contracting party named as an additional insured
 - Certificate of Workers' Compensation Insurance
 - A copy of the pesticide applicators' license(s)
 - Listing of any violations of state pesticide regulations or pest management regulations within the past three years.
 - Description of in-house training program for firm employees.
 - Description of in-house health & safety program.

Responsibilities:

The contractor shall commit to the following responsibilities as part of doing business with the City:

- Work with respective departments or assigned staff.
- Visit the work site, document existing conditions and survey requirements to implement an IPM program.
- Provide a log that must be updated at the time of each visit, noting discoveries and/or solutions.
- Provide monthly invoicing based on approved work (for Transportation Department invoice shall list number of vehicles treated during each visit).
- Provide staff that has proper ID and wearing appropriate uniform and safety shoes and vests when visiting and treating City facilities and vehicles.
- Ensure staff communicates he or she is on property with City's Supervisory staff.
- Provide additional abatement services based on discoveries and/or unknown changes in environment. The cost shall be based on approved hourly rate.
- Contractor staff will not distribute or sell pesticide products to staff.
- Contractor will not store any pesticide product in the buildings specified in this contract.
- Conduct themselves in a professional manner, with minimal noise and disruption.
- Maintain certification as a Commercial Pesticide Applicators in the category of residential and institutional pest control services.
- Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
- Use only contractor vehicles identified in accordance with state and local regulations.

- Observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- Contractor will comply with all government regulations as are applicable during the time spent on government property.
- Obtain building passes, if needed, as supplied by the City departments.
- Take all necessary precautions to ensure staff and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

Evaluation Criteria

- o All candidates shall be in-person interviewed for
 - Experience and knowledge (20 %)
 - Certifications (25 %)
 - Staff available and trained (25 %)
- o Service Fee
 - Proposed Price Schedule and Hourly Rate (30 %)

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

Standard Agreement

The City has provided a copy of the Standard Agreement (attached). Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Please note that the City will require the selected contractor to enter into a Maintenance Services Agreement with the City. The contractor will be required to provide and maintain all of the insurances required by the agreement and a City business license. All insurances and related expenses shall be incorporated into the contractor's proposal.

Prevailing Wages

The Contractor agrees to abide by the requirements under Section 1773.2 of the Labor Code of the State of California for general prevailing wages as specified below: 1.1.6 CALIFORNIA WAGE RATE REQUIREMENTS: The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed.

A copy of said wage rates is available from the State of California Department of Industrial Relations website: <http://www.dir.ca.gov/OPRL/PWD/Southern.html>. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

Right to Reject All Proposals/Quotes

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses correspondence, proposals, reports, charts, displays, schedules, exhibits and other documentation or other information submitted to the City in response to this RFP will become the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into.

The Contractor is responsible for verifying all site conditions and all considerations shall be made in preparation of their proposal. The specification is intended to be as detailed as possible; however, proposers shall not take advantage of omissions or oversights in this document. The successful proposer shall supply products or services that meet or exceed the requirements of this document.

Questions during the solicitation period shall be submitted through Planet Bids or by email, and may be addressed to:

City of Montebello
Department of Transportation
Eric Yan, eyan@cityofmontebello.com

Project Coordinator

Each department will assign a project manager/coordinator that the Contract shall remain in contact with either in person, via phone or via e-mail. He/she will answer questions and provide oversight on the project and approve all work.

Proposal Submittals

Proposals will be received through 11:00 A.M. on **October 31, 2017**. If submitting through Planet Bids, only one electronic copy is required. If submitting via US Mail, Delivery Services or Delivery, please submit three (3) copies of your proposal addressed to the attention of:

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

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

The RFP shall include the following:

- Cover sheet stating the following:
 - o Company Name
 - o Name of Representative
 - o Contact telephone and email
 - o Signature
 - o Title
 - o Date
- Qualifications
- Price Schedule
- Two or more references

PROPOSED PRICE SCHEDULE

I, the undersigned, have read and understand the attached specifications for Pest Control Services. I have familiarized myself with the proposed sites and services required at each site. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

Propose Amounts:

For pest control services, by location, as outlined in the specifications:

LOCATION	QTY	PRICE	TOTAL
a. City Hall:	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
b. Acuna Park (old Rec. Office)	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
c. Quiet Cannon	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
d. Fire Station 1	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
e. Fire Station 2	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual.
f. Fire Station 3	<u>12</u>	\$ <u> </u> /montht	\$ <u> </u> /Annual
g. Senior Citizens Center	<u>48*</u>	\$ <u> </u> /week	\$ <u> </u> /Annual
	* 4 visits per month		
h. Youth Center Gym	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
i. Taylor Ranch	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
j. Golf Course	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
k. Police Dept. Building	<u>24**</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
	** 2 visits per month		
l. Golf Course (Bicknell Scout House)	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
m.. Holifield Library	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
n. Reggie Rodriguez Park (Community Room)	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
o. Grant Rea Park	<u>12</u>	\$ <u> </u> /month	\$ <u> </u> /Annual
p. Holifield Park	<u>4</u>	\$ <u> </u> /quarterly	\$ <u> </u> /Annual
q. Ashiya Park	<u>12</u>	\$ <u> </u> /quarterly	\$ <u> </u> /Annual
r. City Park	<u>4</u>	\$ <u> </u> /quarterly	\$ <u> </u> /Annual

s. Reggie Rodriguez Park 4 \$ /quarterly \$ /Annual

t. Sanchez Adobe (Building) 12 \$ /month \$ /Annual

u. Transportation Building
Complex and Buses 96*** \$ /month \$ /Annual

*** 8 visits per month

Combined Total: \$ /Annual

v. Hourly Rate (fully burden)

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

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2017**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Pest Control 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 Pest Control Services in the City of Montebello ("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 pest control services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be 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 not 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 products 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

Francesca Tucker-Schuyler
City Manager

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Name
Title of Representative

Dated: _____

Exhibit "A"
REQUEST FOR PROPOSALS

Exhibit "B"
PROPOSED PRICE SCHEDULE

Exhibit "C"
REFERENCES & OTHER INFORMATION

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Adopt a Resolution Appointing a new Alternate to the Governing Board of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA)

DATE: February 14, 2018

RECOMMENDATION

Adopt a Resolution appointing the Administrative Analyst in Public Works as the new alternate to represent the City of Montebello on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

BACKGROUND ANALYSIS

The City of Montebello joined the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) on June 26, 2013.

On September 17, 2017, the City Council approved a Resolution appointing the Assistant City Manager/Director of Public and the City Engineer to represent the City on the GWMA Board for a term of two (2) years, beginning October 1, 2017, and ending on September 30, 2019.

On January 11, 2018, GWMA Board revised their Bylaws regarding Board Members to read as follows:

“Section 6. Requirement that a Board Member be an Employee or Officer of a Member Agency. Each member of the Board must be an officer or employee of a member agency and cannot be an employee or owner of a private business providing engineering or consulting services to a member agency regardless of whether the individual is an officer of a member agency.”

The Bylaws were changed due to a recent and unintentional conflict of interest issue related to a consultant participating as a voting member on the GWMA board. Since the Board does not have the authority under the Joint Powers Agreement to remove Board

Members, the Bylaws do not currently prohibit seated consultants from remaining on Board until their respective term ends on September 30, 2019. However, the GWMA Board is strongly urging member agencies who have appointed consultants to the Board to replace their consultant appointees before the end of the term to reduce the potential for unintentional conflict of interest issues.

As a result of the recent Bylaws changes, the City Council should consider appointing a new alternate to the Board, as our current alternate is a consultant and not an employee of the City. The primary assignment is currently held by the Assistant City Manager/Director of Public Works, and no change in this assignment is currently necessary. As such, staff is proposing the appointment of Cecilia Amaya Administrative Analyst in the Public Works Department as an alternate member. Said action will avoid any conflict of interest during the current term of the City's Board appointees, and comply with the GWMA's recently adopted Bylaws.

In accordance to GWMA's Bylaws adopted on October 12, 2015, all non-legislative body appointments to the GWMA Board must be done by Resolution. Legislative body appointments may be done by minute order. Because the proposed alternate is an employee, a Resolution is attached for the City Council's consideration.

SUMMARY

The City of Montebello City Council will consider appointment, by resolution, a new alternate board member to represent the City of Montebello on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA).

ATTACHMENTS

Resolution
Letter from GWMA dated January 24, 2018
GWMA Bylaws Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA APPOINTING AN ALTERNATE TO THE
LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY GOVERNING BOARD (GWMA)**

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Montebello is a member of the GWMA; and

WHEREAS, under the GWMA Joint Powers Agreement and GWMA's Bylaws, each member agency must appoint one member and up to three alternate members to the Governing Board; and

WHEREAS, pursuant to the GWMA Bylaws, any alternate member that is duly appointed by the City will hold office until September 30, 2019.

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

SECTION 1. Effective March 1, 2018, Administrative Analyst Cecilia Amaya is hereby appointed to serve as the alternate member to represent the City's interest on the GWMA Governing Board, and said appointment shall superseded any previous appointments of an alternate member made by the City. All other appointments shall remain in full force and effect.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED AND PASSED THIS 14th DAY OF FEBRUARY , 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax



www.gatewaywater.org

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

January 24, 2018

Mr. Andrew Pasmant
City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Mr. Pasmant,

I am writing to you on behalf of the GWMA Board. At the GWMA Board Meeting on January 11, 2018, the Board voted to adopt a revision to its Bylaws regarding Board Members. The revised bylaws now read:

"Section 6. Requirement that a Board Member be an Employee or Officer of a Member Agency. Each member of the Board must be an officer or employee of a member agency and cannot be an employee or owner of a private business providing engineering or consulting services to a member agency regardless of whether the individual is an officer of a member agency."

The Bylaws were changed due to a recent and unintentional conflict of interest issue related to a consultant participating as a voting member on our board. Since the board does not have the authority under the Joint Powers Agreement to remove Board Members, the Bylaws do not prohibit currently seated consultants from remaining on the Board until their respective term ends on September 30, 2019. However, the GWMA Board strongly urges those member agencies/cities who have appointed consultants to the Board to remove their consultant appointees before the end of the term to reduce the potential for unintentional conflict of interest issues. I have attached the revised Bylaws in redline format along with the associated Board Letter. In addition, I have attached a Resolution template and a sample council letter you may use to make new appointments that comply with the revised bylaws. We look forward to hearing from you and the direction you will take regarding our request.

Sincerely,

Grace J. Kast
Executive Officer

cc: Danilo Batson, City of Montebello Director of Public Works
Enclosure

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia · Avalon · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Cudahy · Downey · Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount · Pico Rivera · Pico Water District · Santa Fe Springs · Signal Hill · South Gate · Vernon · Water Replenishment District of Southern California · Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax



www.gatewaywater.org

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

January 11, 2018

SECTION NO. 10 Discussion/Action Regarding Amending the Bylaws to Prohibit Consultants from Serving on the Board

SUMMARY:

In the fall of 2015, the GWMA Board of Directors discussed the composition of the Board and, in particular, whether consultants should be permitted to serve on the Board. The staff reports for this matter stated, in part, as follows:

“In response to concerns raised by some Board members about appointing independent contractors to the Board, legal counsel advised staff that the agreement does not prohibit such appointments, but that such a practice raises serious conflict of interest concerns. The most significant conflict of interest issue is that any contract GWMA approves that results in additional compensation to an independent contractor Board member or his or her firm might be void under Government Code Section 1090, even if the Board member abstains from the decision on the contract. In addition, participation in any decision that would result in such additional compensation would result in a violation of the Political Reform Act by the Board member and, if a contract is involved, Government Code Section 1090.”

After considering the bylaws over several meetings, the Board decided to continue to permit consultants to be appointed to the Board. In order to lessen the potential for conflicts of interests, the Board included a clause in the bylaws prohibiting GWMA from entering into contracts with Board Members or their firms or where a Board Member or their firm will be a sub-contractor.

The activities in which GWMA is involved are growing, and GWMA is entering into more and more contracts. Staff turnover at member agencies results in the Board members and alternates changing. This makes it all the more difficult for Board Members and staff to keep track of the potential conflicts.

Given the myriad of contracts into which GWMA enters, and the changeover in the Board's composition, it seems that the possibility of inadvertently violating a conflict of interest statute is greater now than when the Bylaws were last amended in 2015. For this reason, legal counsel recommends that the Board reverse the decision to allow the appointment of independent contractors to the Board.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia · Avalon · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Cudahy · Downey · Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount · Pico Rivera · Pico Water District · Santa Fe Springs · Signal Hill · South Gate · Vernon · Water Replenishment District of Southern California · Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax



www.gatewaywater.org

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

Attached to this report is a proposed amendment to Section 7 of the Bylaws to require each Board Member to be an employee or officer of a member entity. Current Board Members not meeting this criterion would continue to serve until they resign, they are removed by the appointing authority as provided in Section 6(b) of the Joint Powers Agreement or their current term expires and their replacement is appointed.

FISCAL IMPACT:

None.

RECOMMENDATION:

- a. Amend the Bylaws to require each Board Member to be an officer or employee of a member agency.

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With Technical Support From The Sanitation Districts Of Los Angeles County

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: February 14, 2018

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Claims Against The City

The following claim(s) fall under the City's Self-Insurance liability program and have been placed on the agenda for denial:

1. Farmers Insurance v. City of Montebello

Claimant alleges that a collision occurred with another car at the intersection of Garfield Avenue and Pomona Blvd. due to traffic light out. When a traffic light goes dark it is to be treated as a stop light. Claimant failed to stop.

Amount claimed: \$2,240.00

2. L. Ramirez v. City of Montebello

Claimant mis-stepped on raised grass bed along sidewalk and tripped forward falling onto sidewalk, injuring arms and face. The location does not have a substantial defect which would create the condition causing injury.

Amount claimed: \$8,000.00

3. M. Marin v. City of Montebello

Claimant was driving on Harding Street and struck a pothole. A tire was damaged and replaced. Government Code 831 provided immunity when roads are affected by weather conditions and are obvious.

Amount claimed: \$227.00

4. E. Castaneda v. City of Montebello

A tree fell onto claimant's parked vehicle. Tree Department inspected the palm tree and found the tree to be healthy with no visual defects, and have had no prior complaints about the tree.

Amount claimed: \$2,800.00

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. 1439, consisting of nine pages, and
including**

Warrant No. 576326 through 576683;

Warrant No. 1381;

**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 14th DAY OF FEBRUARY, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

ITEM #27

Payment Register

From Payment Date: 1/18/2018 - To Payment Date: 2/7/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
576326	01/18/2018	PALAFX, VERONICA	\$40.00
576327	01/23/2018	ADVANCED APPLIED ENGINEERING, INC.	\$2,649.00
576328	01/23/2018	AFLAC	\$9,541.24
576329	01/23/2018	BENNY'S OIL FILTER RECYCLING	\$260.00
576330*	01/23/2018	BORDERLAN SECURITY	\$5,239.73
576331	01/23/2018	CALIFORNIA STATE BOARD EQUALIZATION	\$90.57
576332	01/23/2018	CLEAN SWEEP SUPPLY CO. INC	\$785.12
576333	01/23/2018	EVIDENT, INC.	\$410.09
576334	01/23/2018	FEDERAL EXPRESS CORPORATION	\$28.71
576335	01/23/2018	FIRST CHOICE SERVICES	\$1,117.76
576336	01/23/2018	GILLIG LLC	\$4,283.40
576337	01/23/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$120.00
576338	01/23/2018	HD INDUSTRIES	\$346.04
576339	01/23/2018	JCM AND ASSOCIATES, INC.	\$4,503.84
576340	01/23/2018	LINCOLN TRAINING CENTER	\$1,961.95
576341	01/23/2018	LOS ALAMITOS AUTO PARTS	\$226.79
576342	01/23/2018	MONTAGUE DEROSE AND ASSOCIATES, LLC	\$31,827.11
576343	01/23/2018	MONTEBELLO TIRE PROS	\$12,467.25
576344	01/23/2018	QUALITY JET ROOTER	\$2,025.00
576345	01/23/2018	RIVERS, ALBERT	\$30.00
576346	01/23/2018	SALDANA LANDSCAPE INC.	\$2,687.50
576347	01/23/2018	SAWYER PETROLEUM	\$23,072.90
576348	01/23/2018	TPX COMMUNICATIONS	\$623.46
576349	01/23/2018	ULINE, INC.	\$933.26
576350	01/23/2018	VORTEX INDUSTRIES	\$678.00
576351	01/23/2018	ALLIANT INSURANCE SERVICES, INC.	\$3,196.00
576352	01/23/2018	CADENA, DONALD	\$200.00
576353	01/23/2018	LOS ANGELES COUNTY REGISTRAR	\$152,300.45
576354	01/23/2018	LOS ANGELES COUNTY SUPERIOR COURT	\$14,600.50
576355	01/23/2018	PEOPLE READY INC.	\$1,384.00
576356	01/23/2018	SOUTHERN CALIFORNIA EDISON	\$1,396.89
576357	01/24/2018	ROMERO, VIVIAN A	\$313.36
576358	01/25/2018	AT&T	\$632.20
576359	01/25/2018	BIRCH COMMUNICATIONS	\$643.18
576360	01/25/2018	BIRCH COMMUNICATIONS	\$427.87
576361	01/25/2018	BIRCH COMMUNICATIONS	\$648.51
576362	01/25/2018	BIRCH COMMUNICATIONS	\$643.18
576363	01/25/2018	BIRCH COMMUNICATIONS	\$1,254.28
576364	01/25/2018	BIRCH COMMUNICATIONS	\$744.16
576365	01/25/2018	CHARTER COMMUNICATIONS	\$68.33

Payment Register

From Payment Date: 1/18/2018 - To Payment Date: 2/7/2018

Number	Date	Payee Name	Transaction Amount
576366	01/25/2018	EVERBRIDGE, INC.	\$9,500.00
576367	01/25/2018	SOUTHERN CALIFORNIA GAS CO.	\$6,055.83
576368	01/25/2018	TRANSTECH ENGINEERS, INC.	\$8,811.50
576369	01/30/2018	ACC BUSINESS	\$1,365.44
576370	01/30/2018	ALL AMERICAN TROPHY & ENGRAVING COMPANY	\$49.28
576371	01/30/2018	AMERICAN MOVING PARTS	\$669.54
576372	01/30/2018	ANA LABORATORIES, INC.	\$1,330.00
576373	01/30/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,154.06
576374	01/30/2018	ARTE PRINTING	\$202.58
576375	01/30/2018	ASTRO PLUMBING SUPPLY CO.	\$160.69
576376	01/30/2018	BARRIO, CLAY THOMAS	\$411.44
576377	01/30/2018	CALIFORNIA STATE BOARD EQUALIZATION	\$2,578.00
576378	01/30/2018	CHARTER COMMUNICATIONS	\$1,281.40
576379	01/30/2018	CHARTER COMMUNICATIONS	\$277.04
576380	01/30/2018	CHARTER COMMUNICATIONS	\$19.59
576381	01/30/2018	CINTAS CORPORATION	\$248.94
576382	01/30/2018	CLEAN SWEEP SUPPLY CO. INC	\$2,221.54
576383	01/30/2018	COPWARE, INC.	\$550.00
576384	01/30/2018	DATA MANAGEMENT, INC.	\$2,893.47
576385	01/30/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	\$4,211.38
576386	01/30/2018	FLAIR DATA SERVICES, INC.	\$4,167.00
576387	01/30/2018	GLENDALE PLUMBING AND FIRE SUPPLY, INC.	\$557.36
576388	01/30/2018	JACKSON, LARRY	\$150.00
576389	01/30/2018	KELLER, BRAD	\$619.54
576390	01/30/2018	KIM, DAVID, J	\$150.00
576391	01/30/2018	LOS ANGELES COMMUNITY COLLEGE DISTRICT	\$23,065.54
576392	01/30/2018	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	\$366.36
576393	01/30/2018	MCMASTER-CARR SUPPLY COMPANY	\$288.11
576394	01/30/2018	MISSION LINEN SUPPLY	\$1,697.52
576395	01/30/2018	MONTEBELLO TIRE PROS	\$6,274.12
576396 (VOID)	01/30/2018	MONTEBELLO UNIFIED SCHOOL DISTRICT	\$158,944.93
576397	01/30/2018	MUNCIE TRANSIT SUPPLY	\$680.65
576398	01/30/2018	NAVARRO'S TOWING SERVICE	\$160.00
576399	01/30/2018	ORANGE COUNTY SHERIFF'S DEPARTMENT	\$134.00
576400	01/30/2018	PRAXAIR	\$144.47
576401	01/30/2018	PRUDENTIAL OVERALL SUPPLY	\$94.28
576402	01/30/2018	READY REFRESH BY NESTLE	\$334.72
576403	01/30/2018	RELIANT URGENT CARE	\$4,982.00
576404	01/30/2018	RICOH AMERICAS CORP.	\$10,671.98
576405	01/30/2018	SAWYER PETROLEUM	\$34,840.15
576406	01/30/2018	SHARPE, STEPHEN	\$150.00
576407	01/30/2018	STOTZ EQUIPMENT	\$721.05

Payment Register

From Payment Date: 1/18/2018 - To Payment Date: 2/7/2018

Number	Date	Payee Name	Transaction Amount
576408	01/30/2018	TSUEN, TAIWAI	\$649.18
576409	01/30/2018	UNITED PARCEL SERVICE	\$30.14
576410	01/30/2018	VALLEY POWER SYSTEMS, INC.	\$547.61
576411	01/30/2018	VERIZON WIRELESS	\$38.01
576412	01/30/2018	VERIZON WIRELESS	\$2,005.90
576413	01/30/2018	VERIZON WIRELESS	\$3,933.89
576414	01/30/2018	WAYNE ELECTRIC COMPANY	\$1,349.70
576415	01/30/2018	WECK LABORATORIES, INC.	\$380.50
576416	01/30/2018	WEST-LITE SUPPLY CO.,INC.	\$471.10
576417	01/30/2018	WHITTIER FERTILIZER COMPANY	\$27.01
576418	02/01/2018	APPLE ONE EMPLOYMENT SERVICES	\$2,645.10
576419	02/01/2018	AT&T	\$578.80
576420	02/01/2018	AT&T	\$94.39
576421	02/01/2018	CALIFORNIA WATER SERVICE COMPANY	\$627.34
576422	02/01/2018	CHARTER COMMUNICATIONS	\$19.59
576423	02/01/2018	CHARTER COMMUNICATIONS	\$36.65
576424	02/01/2018	CHARTER COMMUNICATIONS	\$1,284.66
576425	02/01/2018	CITY OF GARDENA	\$4,000.00
576426	02/01/2018	IRON MOUNTAIN INC.	\$294.44
576427*	02/01/2018	LEONARD'S DIESEL REPAIR, INC.	\$14,676.88
576428	02/01/2018	MONTEBELLO LAND & WATER CO.	\$4,867.00
576429	02/01/2018	MONTEBELLO TIRE PROS	\$185.00
576430	02/01/2018	PAR WEST TURF SERVICES, INC,	\$970.42
576431	02/01/2018	PEOPLE READY INC.	\$177.60
576432	02/01/2018	RICOH AMERICAS CORP.	\$578.70
576433	02/01/2018	RICOH AMERICAS CORP.	\$578.70
576434	02/01/2018	SAN GABRIEL VALLEY WATER CO.	\$4,008.84
576435	02/01/2018	SAN GABRIEL VALLEY WATER CO.	\$53,258.54
576436	02/01/2018	SAWYER PETROLEUM	\$22,052.98
576437	02/01/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$217.39
576438	02/01/2018	SOUTHERN CALIFORNIA EDISON	\$13,856.37
576439	02/01/2018	SOUTHERN CALIFORNIA GAS CO.	\$349.94
576440	02/01/2018	STANDARD INSURANCE COMPANY	\$322.60
576441	02/01/2018	STANDARD INSURANCE COMPANY	\$29,234.68
576442	02/01/2018	UNITED PARCEL SERVICE	\$69.50
576443	02/05/2018	MONTEBELLO UNIFIED SCHOOL DISTRICT	\$158,944.93
576444	02/07/2018	AT&T	\$0.32
576445	02/07/2018	BIRCH COMMUNICATIONS	\$622.78
576446	02/07/2018	CALIFORNIA WATER SERVICE COMPANY	\$8,727.33
576447	02/07/2018	CHARTER COMMUNICATIONS	\$277.82
576448	02/07/2018	CINTAS CORPORATION	\$124.47
576449	02/07/2018	COLUMBIA BUSINESS FORMS, INC.	\$1,288.63

City of Montebello

Payment Register

From Payment Date: 1/18/2018 - To Payment Date: 2/7/2018

Number	Date	Payee Name	Transaction Amount
576450	02/07/2018	CPR TRAINING CENTER	\$685.00
576451	02/07/2018	EASTERN GROUP PUBLICATIONS,INC	\$800.00
576452	02/07/2018	H & H AUTO PARTS WHOLESALE	\$192.24
576453	02/07/2018	HOME DEPOT	\$3,010.84
576454	02/07/2018	INTERNATIONAL ASSOCIATION OF C	\$150.00
576455	02/07/2018	L.A. CAMPER SHELLS & TRUCKS ACCESSORIES, INC.	\$193.00
576456	02/07/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$1,640.80
576457	02/07/2018	MONTEBELLO FIRE DEPARTMENT	\$684.77
576458	02/07/2018	MONTEBELLO LAND & WATER CO.	\$12,206.25
576459	02/07/2018	MONTEBELLO TRANSIT	\$935.29
576460	02/07/2018	NEW FLYER PARTS	\$523.93
576461	02/07/2018	PALARDY & MILLER AUTOBODY	\$19.71
576462	02/07/2018	PEOPLE READY INC.	\$355.20
576463	02/07/2018	PICO RIVERA, CITY OF	\$65.03
576464	02/07/2018	PICO WATER DISTRICT	\$31.50
576465	02/07/2018	READY REFRESH BY NESTLE	\$1,146.45
576466	02/07/2018	RICOH AMERICAS CORP.	\$80.26
576467	02/07/2018	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	\$77.00
576468	02/07/2018	SAWYER PETROLEUM	\$48,397.78
576469	02/07/2018	SHRED-IT USA LLC.	\$616.00
576470	02/07/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	\$5,012.36
576471	02/07/2018	SOUTHERN CALIFORNIA EDISON	\$53,782.61
576472	02/07/2018	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.	\$100.00
576473	02/07/2018	T-MOBILE USA, INC.	\$90.23
576474	02/07/2018	TPX COMMUNICATIONS	\$2,599.04
576475	02/07/2018	VERIZON WIRELESS	\$422.00
576476	02/07/2018	VERIZON WIRELESS	\$38.01
576477	02/07/2018	VERIZON WIRELESS	\$125.43
576478	02/07/2018	VERIZON WIRELESS	\$546.43
576479	02/07/2018	VERIZON WIRELESS	\$53.93
576480	02/07/2018	VERIZON WIRELESS	\$111.87
576481	02/07/2018	VERIZON WIRELESS	\$94.09
576482	02/07/2018	VERIZON WIRELESS	\$319.08
576483	02/07/2018	YOUNGBLOOD & ASSOCIATES	\$200.00
576484	02/07/2018	923 MEDIA GROUP INC.	\$700.00
576485	02/07/2018	A TO Z FIRE PROTECTION COMPANY	\$901.67
576486	02/07/2018	ADCO SERVICES, INC.	\$7,247.00
576487	02/07/2018	ADORNO YOSS ALVARADO & SMITH	\$18,737.10
576488	02/07/2018	ADVANCED APPLIED ENGINEERING, INC.	\$104,333.20
576489	02/07/2018	AIRWAVE COMMUNICATIONS ENTERPRISES	\$368.28
576490	02/07/2018	ALFONSO TIRES & REPAIRS, INC.	\$285.51
576491	02/07/2018	ALL CITY MANAGEMENT SERVICES	\$1,335.75

Payment Register

From Payment Date: 1/18/2018 - To Payment Date: 2/7/2018

Number	Date	Payee Name	Transaction Amount
576492	02/07/2018	ALLSTAR FIRE EQUIPMENT INC.	\$312.08
576493	02/07/2018	ALVAREZ-GLASMAN & COLVIN	\$25,707.49
576494	02/07/2018	AMERICAN ASSOCIATION OF CODE ENFORCEMENT	\$75.00
576495	02/07/2018	AMERICAN MOVING PARTS	\$2,257.02
576496	02/07/2018	ANDRADE, ANDREA	\$40.00
576497	02/07/2018	ANDRADE, ERIKA L	\$40.00
576498	02/07/2018	ANGELO PLUMBING, INC.	\$698.00
576499	02/07/2018	ANGULO, PAT	\$40.00
576500	02/07/2018	AP CONSTRUCTION, INC.,.	\$103,145.38
576501	02/07/2018	ARTE PRINTING	\$30.66
576502*	02/07/2018	ASSET PARTNERS INC.	\$6,600.00
576503	02/07/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$15,880.81
576504	02/07/2018	ATS PROCESSING SERVICES	\$140.00
576505	02/07/2018	AUTOZONE	\$2,308.25
576506	02/07/2018	AVANT GARDE	\$11,129.50
576507	02/07/2018	BERITICH, ANDREW	\$40.00
576508	02/07/2018	BLACK AND WHITE EMERGENCY VEHICLES	\$13,584.42
576509*	02/07/2018	BORDERLAN SECURITY	\$1,746.58
576510	02/07/2018	BRIGADE PEST MANAGEMENT	\$986.00
576511	02/07/2018	BUCKNAM & ASSOCIATES INC.	\$2,705.00
576512	02/07/2018	BUSWEST, LLC	\$14,481.38
576513	02/07/2018	CALIFORNIA DEPARTMENT OF JUSTICE	\$537.00
576514	02/07/2018	CALIFORNIA EMPLOYMENT DEVELOPM	\$9,215.00
576515	02/07/2018	CALLEROS, JULIO	\$800.00
576516	02/07/2018	CAMACHO, TOM	\$21,339.38
576517	02/07/2018	CASTILLO, JACOB	\$80.00
576518	02/07/2018	CHANCE, MICHAEL	\$3,240.00
576519	02/07/2018	CINTAS CORPORATION	\$124.47
576520	02/07/2018	CLEAN ENERGY FUELS	\$7,709.86
576521	02/07/2018	CLEAN SWEEP SUPPLY CO. INC	\$2,046.74
576522	02/07/2018	COGRAN SYSTEMS LLC	\$500.00
576523	02/07/2018	COLBY'S TOTAL LAWN CARE	\$275.00
576524	02/07/2018	COLUMBIA BUSINESS FORMS, INC.	\$424.16
576525	02/07/2018	COMPANY NURSE	\$320.00
576526	02/07/2018	COSTCO	\$1,000.00
576527	02/07/2018	CREATIVE BUS SALES, INC.	\$64,700.04
576528	02/07/2018	CRUZ, GABRIELA	\$250.00
576529	02/07/2018	CUB SCOUT PACK 476	\$250.00
576530	02/07/2018	CUMMINS PACIFIC, LLC	\$1,708.21
576531	02/07/2018	CUMMINS-ALLISON CORP	\$5,579.24
576532	02/07/2018	CURTIS, L.N. & SONS	\$24.99
576533	02/07/2018	DARKTRACE LIMITED	\$1,500.00

Payment Register

From Payment Date: 1/18/2018 - To Payment Date: 2/7/2018

Number	Date	Payee Name	Transaction Amount
576534*	02/07/2018	DATA CONNECT ENTERPRISE, INC.	\$1,636.68
576535	02/07/2018	DAY WIRELESS SYSTEMS	\$783.00
576536	02/07/2018	DE LA TORRE, RAPHAEL	\$40.00
576537	02/07/2018	DERIAN FOODS	\$97.17
576538	02/07/2018	EASTMONT PAINT & DECORATING	\$57.62
576539*	02/07/2018	ELECTRONIC SECURITY SPECIALISTS	\$4,986.00
576540	02/07/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	\$24,190.80
576541	02/07/2018	FLEET PRIDE, INC.	\$157.02
576542	02/07/2018	FORD OF MONTEBELLO	\$562.31
576543	02/07/2018	FORENSIC NURSE RESPONSE TEAM	\$730.00
576544	02/07/2018	FRANCO, ROBERT	\$250.00
576545	02/07/2018	FROG ENVIRONMENTAL., INC	\$525.00
576546	02/07/2018	GARCIA, MARIA TERESA	\$40.00
576547	02/07/2018	GEIGER BROS	\$2,793.03
576548	02/07/2018	GENUINE PARTS COMPANY	\$78.41
576549	02/07/2018	GERI'S SCREENPRINTING, LLC	\$594.45
576550	02/07/2018	GILLIG LLC	\$778.48
576551	02/07/2018	GLASMAN, NATALIE	\$40.00
576552	02/07/2018	GLENDALE, CITY OF	\$201,368.50
576553	02/07/2018	GLOBAL SURVEILLANCE SYSTEMS, INC.	\$190.52
576554	02/07/2018	GOLTARA, DARIN	\$200.00
576555	02/07/2018	GOMEZ, BEATRICE	\$40.00
576556	02/07/2018	GONZALEZ, HECTOR HUGO LOPEZ	\$250.00
576557	02/07/2018	GONZALEZ, MANUEL	\$57.00
576558	02/07/2018	GRAFFITI SHIELD, INC.	\$1,744.32
576559	02/07/2018	GUZMAN, ANDREW	\$40.00
576560	02/07/2018	H.A. BUILDERS	\$275.00
576561	02/07/2018	HAAKER EQUIPMENT COMPANY	\$12,847.51
576562	02/07/2018	HARDY AUTO PARTS	\$722.45
576563	02/07/2018	HAWK II ENVIRONMENTAL CORP.	\$155.60
576564	02/07/2018	HAYNES AND BOONE, LLP	\$675.00
576565	02/07/2018	HD INDUSTRIES	\$778.41
576566	02/07/2018	HDL COREN & CONE	\$3,962.50
576567	02/07/2018	HERNANDEZ, JUAN, M	\$40.00
576568	02/07/2018	HERNANDEZ, NADINE	\$80.00
576569	02/07/2018	HOFFMAN, SEAN	\$4,495.00
576570	02/07/2018	HOSE-MAN, INC.	\$159.17
576571	02/07/2018	HUERTA, MONICA	\$40.00
576572	02/07/2018	INDUSTRIAL PIPE & STEEL, LLC	\$131.98
576573	02/07/2018	INTER VALLEY POOL SUPPLY	\$1,126.72
576574	02/07/2018	INTERSTATE BATTERY SYSTEMS	\$1,746.72
576575	02/07/2018	IVA SOLUTIONS, INC.	\$27,582.75

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Number	Date	Payee Name	Transaction Amount
576576	02/07/2018	JACOBSEN WEST	\$358.22
576577	02/07/2018	JAIMEZ, CRYSTAL	\$40.00
576578	02/07/2018	KESHISHYAN, JENNY CHAN	\$40.00
576579	02/07/2018	LIEBERT CASSIDY WHITMORE	\$10,498.30
576580	02/07/2018	LIFE-ASSIST, INC.	\$3,312.11
576581	02/07/2018	LIFETIME SOLUTIONS INC.	\$24.00
576582	02/07/2018	LIFTECH ELEVATOR SERVICES, INC	\$595.00
576583	02/07/2018	LINCOLN TRAINING CENTER	\$1,961.95
576584	02/07/2018	LM SYSTEMS	\$265.00
576585	02/07/2018	LOPEZ, LUIS JR.	\$150.00
576586	02/07/2018	LOPEZ, MICHAEL	\$40.00
576587	02/07/2018	LOS ALAMITOS AUTO PARTS	\$476.40
576588*	02/07/2018	LOS ANGELES CONSERVATION CORPS	\$35,918.00
576589	02/07/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$432.63
576590	02/07/2018	MAGALLANES, ANDREA	\$40.00
576591	02/07/2018	MAKAI SOLUTIONS	\$2,857.20
576592	02/07/2018	MARIA, LUZ	\$80.00
576593	02/07/2018	MARTINEZ, ILENE	\$80.00
576594	02/07/2018	MARTINEZ CONSULTING SERVICE LLC	\$5,600.00
576595	02/07/2018	MARTY, MARC	\$150.00
576596	02/07/2018	MCA CONSULTANTS	\$11,560.00
576597	02/07/2018	MCDONALD, CAROL	\$800.00
576598	02/07/2018	MCGILL, KYLE	\$384.00
576599	02/07/2018	MEDINA, NADIA	\$57.00
576600	02/07/2018	MELENDEZ, JOSE	\$80.00
576601	02/07/2018	MICHELIN NORTH AMERICA, INC.	\$18,943.79
576602	02/07/2018	MISSION LINEN SUPPLY	\$524.55
576603	02/07/2018	MOBILE FIRE TECH	\$2,470.00
576604	02/07/2018	MOBILITY ADVANCEMENT GROUP	\$3,920.83
576605	02/07/2018	MONTEBELLO AUTOCRAFT	\$538.32
576606	02/07/2018	MONTOYA, RAFAEL	\$250.00
576607	02/07/2018	MORALES, MARYLOU	\$250.00
576608	02/07/2018	MR. ROOTER PLUMBING	\$440.06
576609	02/07/2018	MUNICIPAL CODE CORPORATION	\$529.98
576610	02/07/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$36,858.59
576611	02/07/2018	NAVARRO'S TOWING SERVICE	\$160.00
576612	02/07/2018	NEW FLYER PARTS	\$11,260.34
576613	02/07/2018	NORTON ROSE FULBRIGHT US LLP	\$17,820.00
576614	02/07/2018	OFFICE DEPOT	\$1,646.68
576615	02/07/2018	OLGUIN CASTANON, FERNANDO	\$56.00
576616	02/07/2018	ORANGE COUNTY TANK TESTING INC	\$750.00
576617	02/07/2018	ORKIN EXTERMINATING	\$153.24

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Number	Date	Payee Name	Transaction Amount
576618	02/07/2018	ORTIZ, JESSICA	\$40.00
576619	02/07/2018	PACIFIC FLOOR COMPANY INC.	\$3,997.00
576620	02/07/2018	PADILLA, BRIANNON	\$40.00
576621	02/07/2018	PALAFOX, VERONICA	\$487.01
576622	02/07/2018	PANOSIAN, JO ANN	\$40.00
576623	02/07/2018	PARKING COMPANY OF AMERICA, LLC	\$33,462.00
576624	02/07/2018	PASMANT, ANDREW	\$16,560.00
576625	02/07/2018	PASTION, MEL	\$55.00
576626	02/07/2018	PAYAN, LINDA	\$499.68
576627	02/07/2018	PCMG, INC. DBA PCM GOV, INC.	\$304.57
576628	02/07/2018	PEREZ, WENDY	\$80.00
576629	02/07/2018	PORTILLO, ROBERT	\$40.00
576630	02/07/2018	PRAXAIR	\$183.41
576631	02/07/2018	PRUDENTIAL OVERALL SUPPLY	\$90.93
576632	02/07/2018	PUBLIC SAFETY TRAINING CONSULTANTS	\$588.00
576633*	02/07/2018	RANCHO JANITORIAL	\$1,062.37
576634	02/07/2018	REDFLEX TRAFFIC SYSTEMS	\$20,000.00
576635	02/07/2018	RELIANT URGENT CARE	\$3,561.00
576636	02/07/2018	RIO HONDO COMMUNITY COLLEGE	\$60.00
576637	02/07/2018	ROBLES, ESTHER	\$40.00
576638	02/07/2018	S & A ENGINE, INC.	\$823.70
576639	02/07/2018	SALDANA LANDSCAPE INC.	\$897.85
576640	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$3,768.89
576641	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$3,629.89
576642	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$9,257.77
576643	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$714.73
576644	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$1,143.66
576645	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$2,215.90
576646	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$4,396.48
576647	02/07/2018	SAN GABRIEL VALLEY WATER CO.	\$2,452.34
576648	02/07/2018	SAUCEDO, NICOLE I	\$40.00
576649	02/07/2018	SAVEDRA, MICHAEL	\$80.00
576650	02/07/2018	SESAC, INC.	\$1,357.00
576651	02/07/2018	SIEMENS INDUSTRY INC.	\$21,175.44
576652	02/07/2018	SIMONIAN, GEORGE S.	\$1,650.67
576653	02/07/2018	SOLANO, MARTIN	\$80.00
576654	02/07/2018	SOSNOWSKI, DAVID	\$40.00
576655	02/07/2018	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.	\$310.00
576656	02/07/2018	SOUTHERN COACH PARTS COMPANY	\$295.10
576657*	02/07/2018	STRICTLY TECH	\$12,930.04
576658	02/07/2018	THOMSON REUTERS - WEST	\$308.52
576659	02/07/2018	TORO NSN	\$229.00

City of Montebello

Payment Register

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Number	Date	Payee Name	Transaction Amount
576660	02/07/2018	TORRES, JANELLE	\$40.00
576661	02/07/2018	TRANS UNION,LLC	\$64.80
576662	02/07/2018	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN	\$121.00
576663	02/07/2018	TUFANO, ROBERT C.	\$475.43
576664	02/07/2018	TUNNELWORKS SERVICES INC.	\$6,066.97
576665	02/07/2018	TURF STAR, INC.	\$577.50
576666	02/07/2018	UNIQUE GENERAL SERVICES	\$5,760.00
576667	02/07/2018	UNITED SITE SERVICES, INC.	\$483.25
576668	02/07/2018	UNIVAR USA INC.	\$544.50
576669	02/07/2018	US SECURITY ASSOCIATES, INC.	\$9,767.57
576670	02/07/2018	VALENZUELA, MATTHEW , A	\$80.00
576671	02/07/2018	VARGAS, CLAUDIA S	\$80.00
576672	02/07/2018	VARGAS, DELFINA	\$80.00
576673	02/07/2018	VEGA, MATTHEW	\$40.00
576674	02/07/2018	VORTEX INDUSTRIES	\$479.76
576675	02/07/2018	WAYNE ELECTRIC COMPANY	\$4,927.87
576676	02/07/2018	WEST COAST ARBORISTS, INC.	\$9,804.00
576677	02/07/2018	WESTERN ALLIED CORPORATION	\$8,544.42
576678	02/07/2018	WINZER CORPORATION	\$4,265.57
576679	02/07/2018	WRITERANNE COMMUNICATIONS	\$320.00
576680	02/07/2018	Z ELECTRIC & SON OF CALIFORNIA INC.	\$2,285.00
576681	02/07/2018	ZARAGOZA, DELFINO RANGEL	\$80.00
576682	02/07/2018	ZARAGOZA, STEVE	\$80.00
576683	02/07/2018	ZAVALETA ROJAS, OMAR	\$250.00
Type Check Totals:			<u>\$2,178,405.76</u>

4331 - General Account Totals

6093 - Successor Agency

Check

1381	02/07/2018	ALVAREZ-GLASMAN & COLVIN	\$1,303.00
Type Check Totals:			<u>\$1,303.00</u>

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.



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
576326	01/18/2018	\$40.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX
576327	01/23/2018	\$2,649.00	CONTRACTORS	37720	ADVANCED APPLIED ENGINEERING, INC.
576328	01/23/2018	\$9,541.24	AFLAC OTHER	55860	AFLAC
576329	01/23/2018	\$260.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
576330	01/23/2018	\$5,239.73	PREPAID EXPENSES	1922	BORDERLAN, INC.
576331	01/23/2018	\$90.57	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
576332	01/23/2018	\$785.12	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
576333	01/23/2018	\$410.09	SUPPLIES	1252	EVIDENT, INC.
576334	01/23/2018	\$28.71	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
576335	01/23/2018	\$1,117.76	SUPPLIES	23660	DAIOHS USA
576336	01/23/2018	\$4,283.40	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
576337	01/23/2018	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
576338	01/23/2018	\$346.04	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
576339	01/23/2018	\$4,503.84	SUPPLIES	1169	JCM AND ASSOCIATES, INC.
576340	01/23/2018	\$1,961.95	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
576341	01/23/2018	\$226.79	VEHICLE MAINTENANCE/EXPENSES	585	KENNEY HOLDINGS, LLC
576342	01/23/2018	\$31,827.11	ACCOUNTS RECEIVABLE	1373	MONTAGUE DEROSE AND ASSOCIATES, LLC
576343	01/23/2018	\$12,467.25	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.
576344	01/23/2018	\$2,025.00	CONTRACT SERVICES	6070	QUALITY JET ROOTER
576345	01/23/2018	\$30.00	CARPOOL INCENTIVE	57000	ALBERT RIVERS
576346	01/23/2018	\$2,687.50	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
576347	01/23/2018	\$23,072.90	FUEL INVENTORY	1059	AMBER RESOURCES LLC
576348	01/23/2018	\$623.46	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
576349	01/23/2018	\$933.26	SUPPLIES	45120	ULINE
576350	01/23/2018	\$678.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
576351	01/23/2018	\$3,196.00	LIABILITY INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.

576352	01/23/2018	\$200.00	PERMITS AND FEES	1190	DONALD CADENA
576353	01/23/2018	\$152,300.45	ELECTION EXPENSE	58760	COUNTY OF LOS ANGELES
576354	01/23/2018	\$14,600.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
576355	01/23/2018	\$1,384.00	CONTRACT SERVICES	1522	PEOPLE READY INC.
576356	01/23/2018	\$1,396.89	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
576357	01/24/2018	\$313.36	TRAVEL & MEETINGS	73120	VIVIAN A. ROMERO
576358	01/25/2018	\$632.20	UTILITY SERVICES	39550	AT&T
576359	01/25/2018	\$643.18	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576360	01/25/2018	\$427.87	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576361	01/25/2018	\$648.51	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576362	01/25/2018	\$643.18	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576363	01/25/2018	\$1,254.28	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576364	01/25/2018	\$744.16	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576365	01/25/2018	\$68.33	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576366	01/25/2018	\$9,500.00	CONTRACT SERVICES	1168	EVERBRIDGE, INC.
576367	01/25/2018	\$6,055.83	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
576368	01/25/2018	\$8,811.50	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS, INC.
576369	01/30/2018	\$1,365.44	UTILITY SERVICES	1732	AT&T CORP.
576370	01/30/2018	\$49.28	SUPPLIES	24200	AAT, INC.
576371	01/30/2018	\$669.54	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
576372	01/30/2018	\$1,330.00	SUPPLIES	53370	EUROFINS ANA LABORATORIES, INC.
576373	01/30/2018	\$1,154.06	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
576374	01/30/2018	\$202.58	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
576375	01/30/2018	\$160.69	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
576376	01/30/2018	\$411.44	TRAVEL & MEETINGS	55010	CLAY THOMAS BARRIO
576377	01/30/2018	\$2,578.00	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
576378	01/30/2018	\$1,281.40	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576379	01/30/2018	\$277.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576380	01/30/2018	\$19.59	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576381	01/30/2018	\$248.94	CONTRACT SERVICES	36870	CINTAS CORPORATION
576382	01/30/2018	\$2,221.54	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
576383	01/30/2018	\$550.00	DUES & SUBSCRIPTIONS	24490	COPWARE, INC.

576384	01/30/2018	\$2,893.47	MACHINERY & EQUIPMENTS	652	DATA MANAGEMENT, INC.
576385	01/30/2018	\$4,211.38	CONTRACTORS	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
576386	01/30/2018	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
576387	01/30/2018	\$557.36	SUPPLIES	999	GLENDALE PLUMBING AND FIRE SUPPLY, INC.
576388	01/30/2018	\$150.00	TRAINING	10340	LARRY JACKSON
576389	01/30/2018	\$619.54	TRAINING	35540	BRAD KELLER
576390	01/30/2018	\$150.00	TRAINING	31360	DAVID J. KIM
576391	01/30/2018	\$23,065.54	SETTLEMENTS	1942	LOS ANGELES COMMUNITY COLLEGE DISTRICT
576392	01/30/2018	\$366.36	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
576393	01/30/2018	\$288.11	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
576394	01/30/2018	\$1,697.52	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
576395	01/30/2018	\$6,274.12	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.
576396 (VOID)	01/30/2018	\$158,944.93	SETTLEMENTS	21350	MONTEBELLO UNIFIED SCHOOL DISTRICT
576397	01/30/2018	\$680.65	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
576398	01/30/2018	\$160.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
576399	01/30/2018	\$134.00	TRAINING	3890	ORANGE COUNTY SHERIFF'S DEPARTMENT
576400	01/30/2018	\$144.47	CONTRACT SERVICES	53520	PRAXAIR
576401	01/30/2018	\$94.28	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
576402	01/30/2018	\$334.72	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
576403	01/30/2018	\$4,982.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
576404	01/30/2018	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
576405	01/30/2018	\$34,840.15	FUEL	1059	AMBER RESOURCES LLC
576406	01/30/2018	\$150.00	TRAINING	35750	STEPHEN SHARPE
576407	01/30/2018	\$721.05	VEHICLE MAINTENANCE/EXPENSES	171	ARIZONA MACHINERY
576408	01/30/2018	\$649.18	TRAVEL & MEETINGS	18940	TAIVAI (DAVID) TSUEN
576409	01/30/2018	\$30.14	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
576410	01/30/2018	\$547.61	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
576411	01/30/2018	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
576412	01/30/2018	\$2,005.90	UTILITY SERVICES	23610	VERIZON WIRELESS
576413	01/30/2018	\$3,933.89	UTILITY SERVICES	23610	VERIZON WIRELESS
576414	01/30/2018	\$1,349.70	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
576415	01/30/2018	\$380.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.

576416	01/30/2018	\$471.10	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
576417	01/30/2018	\$27.01	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
576418	02/01/2018	\$2,645.10	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
576419	02/01/2018	\$578.80	UTILITY SERVICES	38380	AT&T
576420	02/01/2018	\$94.39	UTILITY SERVICES	39550	AT&T
576421	02/01/2018	\$627.34	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
576422	02/01/2018	\$19.59	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576423	02/01/2018	\$36.65	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576424	02/01/2018	\$1,284.66	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
576425	02/01/2018	\$4,000.00	SAFETY PROGRAM	72540	CITY OF GARDENA
576426	02/01/2018	\$294.44	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
576427*	02/01/2018	\$14,676.88	VEHICLE MAINTENANCE/EXPENSES	1896	LEONARD'S DIESEL REPAIR, INC.
576428	02/01/2018	\$4,867.00	CONTRACT SERVICES	4760	MONTEBELLO LAND & WATER CO.
576429	02/01/2018	\$185.00	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
576430	02/01/2018	\$970.42	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
576431	02/01/2018	\$177.60	CONTRACT SERVICES	1522	PEOPLE READY INC.
576432	02/01/2018	\$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
576433	02/01/2018	\$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
576434	02/01/2018	\$4,008.84	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
576435	02/01/2018	\$53,258.54	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
576436	02/01/2018	\$22,052.98	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
576437	02/01/2018	\$217.39	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
576438	02/01/2018	\$13,856.37	NOTES PAYABLE	45630	SOUTHERN CALIFORNIA EDISON
576439	02/01/2018	\$349.94	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
576440	02/01/2018	\$322.60	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
576441	02/01/2018	\$29,234.68	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
576442	02/01/2018	\$69.50	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
576443	02/05/2018	\$158,944.93	SETTLEMENTS	21350	MONTEBELLO UNIFIED SCHOOL DISTRICT
576444	02/07/2018	\$0.32	UTILITY SERVICES	39550	AT&T
576445	02/07/2018	\$622.78	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
576446	02/07/2018	\$8,727.33	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
576447	02/07/2018	\$277.82	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS

576448	02/07/2018	\$124.47	CONTRACT SERVICES	36870	CINTAS CORPORATION
576449	02/07/2018	\$1,288.63	ADVERTISING/PRINTING SERVICES	21690	COLUMBIA BUSINESS FORMS, INC.
576450	02/07/2018	\$685.00	TRAINING	73690	JOHN MORANT/CPR TRAINING
576451	02/07/2018	\$800.00	ADVERTISING/PRINTING SERVICES	36250	EASTERN GROUP PUBLICATIONS,INC
576452	02/07/2018	\$192.24	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
576453	02/07/2018	\$3,010.84	CONTRACT SERVICES	48400	HOME DEPOT CREDIT SERVICES
576454	02/07/2018	\$150.00	DUES & SUBSCRIPTIONS	8330	INTERNATIONAL ASSOCIATION OF
576455	02/07/2018	\$193.00	VEHICLE MAINTENANCE/EXPENSES	304	L.A. CAMPER SHELLS & TRUCKS ACCESSORIES, INC.
576456	02/07/2018	\$1,640.80	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
576457	02/07/2018	\$684.77	CONTRACT SERVICES	188	MONTEBELLO FIRE DEPARTMENT
576458	02/07/2018	\$12,206.25	CONTRACT SERVICES	4760	MONTEBELLO LAND & WATER CO.
576459	02/07/2018	\$935.29	TRAVEL & MEETINGS	3280	MONTEBELLO CITY TRANSIT
576460	02/07/2018	\$523.93	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
576461	02/07/2018	\$19.71	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
576462	02/07/2018	\$355.20	CONTRACT SERVICES	1522	PEOPLE READY INC.
576463	02/07/2018	\$65.03	UTILITY SERVICES	36610	CITY OF PICO RIVERA
576464	02/07/2018	\$31.50	UTILITY SERVICES	100	PICO WATER DISTRICT
576465	02/07/2018	\$1,146.45	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
576466	02/07/2018	\$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
576467	02/07/2018	\$77.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
576468	02/07/2018	\$48,397.78	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
576469	02/07/2018	\$616.00	CONTRACT SERVICES	36350	SHRED-IT USA
576470	02/07/2018	\$5,012.36	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
576471	02/07/2018	\$53,782.61	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
576472	02/07/2018	\$100.00	TRAINING	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.
576473	02/07/2018	\$90.23	UTILITY SERVICES	526	T-MOBILE USA, INC.
576474	02/07/2018	\$2,599.04	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
576475	02/07/2018	\$422.00	UTILITY SERVICES	23610	VERIZON WIRELESS
576476	02/07/2018	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
576477	02/07/2018	\$125.43	UTILITY SERVICES	23610	VERIZON WIRELESS
576478	02/07/2018	\$546.43	UTILITY SERVICES	23610	VERIZON WIRELESS
576479	02/07/2018	\$53.93	UTILITY SERVICES	23610	VERIZON WIRELESS

576480	02/07/2018	\$111.87	UTILITY SERVICES	23610	VERIZON WIRELESS
576481	02/07/2018	\$94.09	UTILITY SERVICES	23610	VERIZON WIRELESS
576482	02/07/2018	\$319.08	UTILITY SERVICES	23610	VERIZON WIRELESS
576483	02/07/2018	\$200.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
576484	02/07/2018	\$700.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
576485	02/07/2018	\$901.67	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
576486	02/07/2018	\$7,247.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
576487	02/07/2018	\$18,737.10	CONTRACT SERVICES	17680	ALVARADOSMITH
576488	02/07/2018	\$104,333.20	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
576489	02/07/2018	\$368.28	VEHICLE MAINTENANCE/EXPENSES	46090	AIRWAVE COMMUNICATIONS ENTERPRISES
576490	02/07/2018	\$285.51	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.
576491	02/07/2018	\$1,335.75	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
576492	02/07/2018	\$312.08	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC.
576493	02/07/2018	\$25,707.49	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
576494	02/07/2018	\$75.00	DUES & SUBSCRIPTIONS	1932	AMERICAN ASSOCIATION OF CODE ENFORCEMENT
576495	02/07/2018	\$2,257.02	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
576496	02/07/2018	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
576497	02/07/2018	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L. ANDRADE
576498	02/07/2018	\$698.00	CONTRACT SERVICES	1780	ANGELO PLUMBING, INC.
576499	02/07/2018	\$40.00	CARPPOOL INCENTIVE	32840	PAT ANGULO
576500	02/07/2018	\$103,145.38	CONTRACT SERVICES	1728	A & P DEVELOPMENT AND CONSTRUCTION, INC.
576501	02/07/2018	\$30.66	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
576502*	02/07/2018	\$6,600.00	MACHINERY & EQUIPMENTS	1689	ASSET PARTNERS INC.
576503	02/07/2018	\$15,880.81	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
576504	02/07/2018	\$140.00	REFUND	1955	ATS PROCESSING SERVICES
576505	02/07/2018	\$2,308.25	MACHINERY & EQUIPMENTS	74990	AUTOZONE, INC
576506	02/07/2018	\$11,129.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
576507	02/07/2018	\$40.00	CARPPOOL INCENTIVE	60290	ANDREW BERITICH
576508	02/07/2018	\$13,584.42	VEHICLE PURCHASES	1101	BLACK AND WHITE EMERGENCY VEHICLES
576509*	02/07/2018	\$1,746.58	MACHINERY & EQUIPMENTS	1922	BORDERLAN, INC.
576510	02/07/2018	\$986.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
576511	02/07/2018	\$2,705.00	CONTRACT SERVICES	76350	BUCKNAM & ASSOCIATES INC.

576512	02/07/2018	\$14,481.38	VEHICLE MAINTENANCE/EXPENSES	968	BUSWEST, LLC
576513	02/07/2018	\$537.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
576514	02/07/2018	\$9,215.00	FRINGE BENEFITS	37550	STATE OF CALIFORNIA
576515	02/07/2018	\$800.00	TRAINING	45450	JULIO CALLEROS
576516	02/07/2018	\$21,339.38	CONTRACT SERVICES	52070	TOM CAMACHO
576517	02/07/2018	\$80.00	CARPPOOL INCENTIVE	3780	JACOB CASTILLO
576518	02/07/2018	\$3,240.00	ADVANCED DISABILITY	896	MICHAEL CHANCE
576519	02/07/2018	\$124.47	CONTRACT SERVICES	36870	CINTAS CORPORATION
576520	02/07/2018	\$7,709.86	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
576521	02/07/2018	\$2,046.74	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
576522	02/07/2018	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
576523	02/07/2018	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
576524	02/07/2018	\$424.16	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
576525	02/07/2018	\$320.00	INCURRED CLAIMS	1643	COMPANY NURSE
576526	02/07/2018	\$1,000.00	SUPPLIES	35660	COSTCO
576527	02/07/2018	\$64,700.04	VEHICLE PURCHASES	1461	CREATIVE BUS SALES, INC.
576528	02/07/2018	\$250.00	REFUND	1958	GABRIELA CRUZ
576529	02/07/2018	\$250.00	REFUND	1951	CUB SCOUT PACK 476
576530	02/07/2018	\$1,708.21	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
576531	02/07/2018	\$5,579.24	MACHINERY & EQUIPMENTS	11990	CUMMINS-ALLISON CORP
576532	02/07/2018	\$24.99	CONTRACT SERVICES	26080	L. N. CURTIS & SONS
576533	02/07/2018	\$1,500.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
576534*	02/07/2018	\$1,636.68	MACHINERY & EQUIPMENTS	1898	DATA CONNECT ENTERPRISE, INC.
576535	02/07/2018	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
576536	02/07/2018	\$40.00	CARPPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
576537	02/07/2018	\$97.17	SUPPLIES	68080	DERIAN FOODS
576538	02/07/2018	\$57.62	SUPPLIES	40930	EASTMONT PAINT & DECORATING
576539*	02/07/2018	\$4,986.00	SUPPLIES	1895	ELECTRONIC SECURITY SPECIALISTS
576540	02/07/2018	\$24,190.80	CONTRACTORS	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
576541	02/07/2018	\$157.02	SUPPLIES	38020	FLEET PRIDE, INC.
576542	02/07/2018	\$562.31	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO

576543	02/07/2018	\$730.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES/FORENSIC NURSE
576544	02/07/2018	\$250.00	REFUND	1941	ROBERT FRANCO
576545	02/07/2018	\$525.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL., INC
576546	02/07/2018	\$40.00	CARPPOOL INCENTIVE	395	MARIA TERESA GARCIA
576547	02/07/2018	\$2,793.03	ADVERTISING/PRINTING SERVICES	12	GEIGER BROS
576548	02/07/2018	\$78.41	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
576549	02/07/2018	\$594.45	SUPPLIES	1861	GERI'S SCREENPRINTING, LLC
576550	02/07/2018	\$778.48	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
576551	02/07/2018	\$40.00	CARPPOOL INCENTIVE	809	NATALIE GLASMAN
576552	02/07/2018	\$201,368.50	CONTRACT SERVICES	13750	CITY OF GLENDALE
576553	02/07/2018	\$190.52	MACHINERY & EQUIPMENTS	1442	GLOBAL SURVEILLANCE SYSTEMS, INC.
576554	02/07/2018	\$200.00	PERMITS AND FEES	57340	DARIN GOLTARA
576555	02/07/2018	\$40.00	CARPPOOL INCENTIVE	8260	BEATRICE GOMEZ
576556	02/07/2018	\$250.00	REFUND	1935	HECTOR HUGO LOPEZ GONZALEZ
576557	02/07/2018	\$57.00	GENERAL GOVERNMENT	1945	MANUEL GONZALEZ
576558	02/07/2018	\$1,744.32	SUPPLIES	1259	GRAFFITI SHIELD, INC.
576559	02/07/2018	\$40.00	CARPPOOL INCENTIVE	38440	ANDREW GUZMAN
576560	02/07/2018	\$275.00	CONTRACT SERVICES	56190	HELIODORO ALTAMIRANO
576561	02/07/2018	\$12,847.51	VEHICLE MAINTENANCE/EXPENSES	58360	HAAKER EQUIPMENT COMPANY
576562	02/07/2018	\$722.45	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS, INC.
576563	02/07/2018	\$155.60	FUEL	17390	HAWK II ENVIRONMENTAL CORP.
576564	02/07/2018	\$675.00	CONTRACT SERVICES	1485	HAYNES AND BOONE LLP
576565	02/07/2018	\$778.41	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
576566	02/07/2018	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
576567	02/07/2018	\$40.00	CARPPOOL INCENTIVE	568	JUAN M HERNANDEZ
576568	02/07/2018	\$80.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
576569	02/07/2018	\$4,495.00	ADVANCED DISABILITY	57460	SEAN HOFFMAN
576570	02/07/2018	\$159.17	SUPPLIES	15440	HOSE-MAN, INC.
576571	02/07/2018	\$40.00	CARPPOOL INCENTIVE	73180	MONICA HUERTA
576572	02/07/2018	\$131.98	SUPPLIES	46770	INDUSTRIAL PIPE & STEEL, LLC
576573	02/07/2018	\$1,126.72	SUPPLIES	19560	INTER VALLEY POOL SUPPLY
576574	02/07/2018	\$1,746.72	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT. INC.

576575	02/07/2018	\$27,582.75	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
576576	02/07/2018	\$358.22	VEHICLE MAINTENANCE/EXPENSES	75430	TEXTRON INC.
576577	02/07/2018	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
576578	02/07/2018	\$40.00	CARPOOL INCENTIVE	50070	JENNY CHAN KESHISHYAN
576579	02/07/2018	\$10,498.30	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
576580	02/07/2018	\$3,312.11	SUPPLIES	26670	LIFE-ASSIST, INC.
576581	02/07/2018	\$24.00	CONTRACTORS	1946	LIFETIME SOLUTIONS INC.
576582	02/07/2018	\$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
576583	02/07/2018	\$1,961.95	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
576584	02/07/2018	\$265.00	CONTRACT SERVICES	47110	LM SYSTEMS
576585	02/07/2018	\$150.00	TRAINING	43100	LUIS LOPEZ, JR.
576586	02/07/2018	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
576587	02/07/2018	\$476.40	SUPPLIES	585	KENNEY HOLDINGS, LLC
576588*	02/07/2018	\$35,918.00	CONTRACT SERVICES	1923	LOS ANGELES CONSERVATION CORPS.
576589	02/07/2018	\$432.63	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
576590	02/07/2018	\$40.00	CARPOOL INCENTIVE	1438	ANDREA MAGALLANES
576591	02/07/2018	\$2,857.20	CONTRACT SERVICES	1501	MAKAI SOLUTIONS
576592	02/07/2018	\$80.00	CARPOOL INCENTIVE	71590	LUZ MARIA
576593	02/07/2018	\$80.00	CARPOOL INCENTIVE	1778	ILENE MARTINEZ
576594	02/07/2018	\$5,600.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
576595	02/07/2018	\$150.00	TRAINING	35650	MARC MARTY
576596	02/07/2018	\$11,560.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
576597	02/07/2018	\$800.00	REFUND	1952	CAROL MCDONALD
576598	02/07/2018	\$384.00	REFUND	1947	KYLE MCGILL
576599	02/07/2018	\$57.00	REFUND	1944	NADIA MEDINA
576600	02/07/2018	\$80.00	CARPOOL INCENTIVE	35830	JOSE MELENDEZ
576601	02/07/2018	\$18,943.79	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
576602	02/07/2018	\$524.55	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
576603	02/07/2018	\$2,470.00	VEHICLE MAINTENANCE/EXPENSES	35240	ERL BERNARD/MOBILE FIRE TECH
576604	02/07/2018	\$3,920.83	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
576605	02/07/2018	\$538.32	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
576606	02/07/2018	\$250.00	REFUND	1948	RAFAEL MONTOYA

576607	02/07/2018	\$250.00	REFUND	1934	MARYLOU MORALES
576608	02/07/2018	\$440.06	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
576609	02/07/2018	\$529.98	DUES & SUBSCRIPTIONS	21420	MUNICIPAL CODE CORPORATION
576610	02/07/2018	\$36,858.59	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
576611	02/07/2018	\$160.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
576612	02/07/2018	\$11,260.34	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
576613	02/07/2018	\$17,820.00	CONTRACT SERVICES	73890	NORTON ROSE FULBRIGHT US LLP
576614	02/07/2018	\$1,646.68	SUPPLIES	15620	OFFICE DEPOT
576615	02/07/2018	\$56.00	REFUND	1956	FERNANDO OLGUIN CASTANON
576616	02/07/2018	\$750.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
576617	02/07/2018	\$153.24	CONTRACT SERVICES	19480	ORKIN EXTERMINATING CO., INC.
576618	02/07/2018	\$40.00	CARPOOL INCENTIVE	1596	JESSICA ORTIZ
576619	02/07/2018	\$3,997.00	CONTRACT SERVICES	33510	PACIFIC FLOOR COMPANY INC.
576620	02/07/2018	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
576621	02/07/2018	\$487.01	EDUCATION REIMBURSEMENT	1620	VERONICA PALAFOX
576622	02/07/2018	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
576623	02/07/2018	\$33,462.00	CONTRACT SERVICES	42180	PCAM, LLC
576624	02/07/2018	\$16,560.00	CONTRACT SERVICES	1950	ANDREW PASMANT
576625	02/07/2018	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
576626	02/07/2018	\$499.68	MEDICAL REIMBURSEMENT	42490	LINDA PAYAN
576627	02/07/2018	\$304.57	MACHINERY & EQUIPMENTS	538	PCMG, INC.
576628	02/07/2018	\$80.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
576629	02/07/2018	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
576630	02/07/2018	\$183.41	CONTRACT SERVICES	53520	PRAXAIR
576631	02/07/2018	\$90.93	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
576632	02/07/2018	\$588.00	TRAINING	12980	PUBLIC SAFETY TRAINING CONSULTANTS
576633	02/07/2018	\$1,062.37	SUPPLIES	1925	CENTRAL SANITARY SUPPLY/RANCHO JANITORIAL
576634	02/07/2018	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
576635	02/07/2018	\$3,561.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
576636	02/07/2018	\$60.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
576637	02/07/2018	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
576638	02/07/2018	\$823.70	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.

576639	02/07/2018	\$897.85	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
576640	02/07/2018	\$3,768.89	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576641	02/07/2018	\$3,629.89	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576642	02/07/2018	\$9,257.77	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576643	02/07/2018	\$714.73	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576644	02/07/2018	\$1,143.66	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576645	02/07/2018	\$2,215.90	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576646	02/07/2018	\$4,396.48	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576647	02/07/2018	\$2,452.34	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
576648	02/07/2018	\$40.00	CARPPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
576649	02/07/2018	\$80.00	CARPPOOL INCENTIVE	61140	MICHAEL SAVEDRA
576650	02/07/2018	\$1,357.00	PERMITS AND FEES	935	SESAC, INC.
576651	02/07/2018	\$21,175.44	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
576652	02/07/2018	\$1,650.67	MEDICAL REIMBURSEMENT	9340	GEORGE S. SIMONIAN
576653	02/07/2018	\$80.00	CARPPOOL INCENTIVE	24280	MARTIN SOLANO
576654	02/07/2018	\$40.00	CARPPOOL INCENTIVE	33960	DAVID SOSNOWSKI
576655	02/07/2018	\$310.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.
576656	02/07/2018	\$295.10	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
576657*	02/07/2018	\$12,930.04	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
576658	02/07/2018	\$308.52	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
576659	02/07/2018	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
576660	02/07/2018	\$40.00	CARPPOOL INCENTIVE	1091	JANELLE TORRES
576661	02/07/2018	\$64.80	CONTRACT SERVICES	10300	TRANSUNION CORP.
576662	02/07/2018	\$121.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
576663	02/07/2018	\$475.43	MEDICAL REIMBURSEMENT	27300	ROBERT C. TUFANO
576664	02/07/2018	\$6,066.97	CONTRACT SERVICES	1775	TUNNELWORKS SERVICES INC.
576665	02/07/2018	\$577.50	CONTRACT SERVICES	19840	TURF STAR, INC.
576666	02/07/2018	\$5,760.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
576667	02/07/2018	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
576668	02/07/2018	\$544.50	SUPPLIES	59290	UNIVAR USA INC.
576669	02/07/2018	\$9,767.57	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
576670	02/07/2018	\$80.00	CARPPOOL INCENTIVE	595	MATTHEW A VALENZUELA

576671	02/07/2018	\$80.00	CARPOOL INCENTIVE
576672	02/07/2018	\$80.00	CARPOOL INCENTIVE
576673	02/07/2018	\$40.00	CARPOOL INCENTIVE
576674	02/07/2018	\$479.76	CONTRACT SERVICES
576675	02/07/2018	\$4,927.87	VEHICLE MAINTENANCE/EXPENSES
576676	02/07/2018	\$9,804.00	CONTRACT SERVICES
576677	02/07/2018	\$8,544.42	CONTRACT SERVICES
576678	02/07/2018	\$4,265.57	SUPPLIES
576679	02/07/2018	\$320.00	CONTRACT SERVICES
576680	02/07/2018	\$2,285.00	CONTRACT SERVICES
576681	02/07/2018	\$80.00	CARPOOL INCENTIVE
576682	02/07/2018	\$80.00	CARPOOL INCENTIVE
576683	02/07/2018	\$250.00	REFUND

Total	\$2,178,405.76
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6093 - Successor Agency

1381	02/07/2018	\$1,303.00	CONTRACT SERVICES
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Total	\$1,303.00
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52570	CLAUDIA S. VARGAS
62650	DELFINA VARGAS
1701	MATTHEW VEGA
47600	VORTEX INDUSTRIES
25860	WAYNE HARMEIER INC.
40860	WEST COAST ARBORISTS, INC.
22290	WESTERN ALLIED CORPORATION
67320	WINZER CORPORATION
328	ANNE L. DONOFRIO
1439	Z ELECTRIC & SON OF CALIFORNIA INC.
75930	DELFINO RANGEL ZARAGOZA
351	STEVE ZARAGOZA
1957	OMAR ZAVALETA ROJAS

16120	ALVAREZ-GLASMAN & COLVIN
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* 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.