

AMENDED AGENDA



CITY OF MONTEBELLO CITY COUNCIL REGULAR MEETING AGENDA

WEDNESDAY, JANUARY 26, 2022 AT 5:00 P.M.

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

Kimberly A. Cobos-Cawthorne, Mayor
Angie M. Jimenez, Mayor Pro Tem
Scarlet Peralta, Councilmember
Salvador Melendez, Councilmember
David N. Torres, Councilmember

CITY MANAGER

René Bobadilla, City Manager

CITY TREASURER

Rafael Gutierrez

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Acting Director of Transportation

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Adrianna Kendricks

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. The City Council and Staff will meet in person at City Hall but **due to the increased transmission of COVID-19 and to ensure the health and safety of the public, the Council Chambers will be closed to the public and all real time public participation, pursuant to Assembly Bill 361, will continue to occur telephonically and/or in writing until further notice.** Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: <https://www.cityofmontebello.com/government/live-streaming.html>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1363 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 48 hours before this meeting.

Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.
如果您需要翻译服务，请在会议前 72 小时联系市书记员办公室。

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council on Closed Session items during the "Public Comments for Closed Session Items" period. The public may also address the City Council on any items listed on the Agenda and on items *not* listed on the Agenda (Non-Agenda Items) during the "Public Comments" period. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on any or all agenda items and on any Non-Agenda Item(s) shall not exceed three (3) minutes per person; the period for all "Public Comments" may be limited to 30-minutes.

Pursuant to Assembly Bill 361, for those interested in participating during the public comment period or public testimony period for public hearings of the City Council meetings, you may call in to the City Clerk's office as listed below until the day of the meeting prior to the start of each Public Comments period, Wednesday, January 26, 2022.

The public can submit *speaker card requests telephonically* by calling (323) 887-1216, Staff will complete/number the speaker cards and speakers will be called in the order received during the City Council meeting – Closed Session begins at 5:00 p.m. and Regular Session begins at 6:00 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the public comments period(s).

The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit written comments up **until the day of the meeting, Wednesday, January 26, 2022 between 7:30 a.m. – 3:00 p.m.** These comments will be submitted to all members of the City Council and may *not* be read aloud, but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Any requests to provide public comment which is submitted after the deadlines indicated above will *not* be submitted to the City Council until the after the meeting, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda/agenda packet are available for public inspection at City's website at: <https://www.cityofmontebello.com/council-agendas.html>. The agenda cover sheets may also be emailed upon request.

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

CLOSED SESSION – 5:00 P.M.

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

1. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

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

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Threat of litigation – One matter related to the CVRA

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Threat of Litigation – CIFAC letter

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 901 Via San Clemente, Montebello

Agency Negotiator: René Bobadilla, City Manager

Negotiating Parties: Topgolf USA MB LLC

Under Negotiation: Terms of Lease

REGULAR SESSION – NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION**PLEDGE OF ALLEGIANCE****CORRECTIONS TO THE AGENDA – CITY MANAGER****CEREMONIAL/PRESENTATIONS****5. RECOGNITION OF M & M FOR FIRE TRAINING SUPPORT****PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)**

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS****6. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2446 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTERS 3.20 “PURCHASING SYSTEM” AND 3.21 “CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES” TO INCORPORATE REVISIONS AND RECOMMENDATIONS MADE IN THE STATE AUDITORS REPORT OF 2021**

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct the First Reading of and Introduce Ordinance No. 2446 Amending Chapters 3.20 “Purchasing System” and 3.21 “Contracts for Professional and Special Services” of the Montebello Municipal Code Relating; and
- 2) Take such additional, related, action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

7. AB 361 FINDINGS

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file this report and make the following findings: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) the following circumstances exist, (i) the state of emergency continues to directly impact the ability of

the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing.

- 2) Take such additional, related, action that may be desirable.

8. **UPDATED REPORT OF EMERGENCY REPAIR AND REPLACEMENT OF THE BEACH STREET STORM DRAIN**

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the City Manager's updated report of the emergency repair of the Beach Street Storm Drain pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
- 2) Take such additional or alternative action that may be desirable.

9. **APPROVE ISSUING A CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES REQUEST FOR PROPOSAL, NO. 22-1**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve issuing a Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-1 (RFP No. 22-1); and
- 2) Take such additional, related, action that may be desirable.

10. **APPROVAL TO SUBMIT APPLICATION FOR THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FIRE PREVENTION GRANTS PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of the grant application for the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program; and
- 2) Take such additional, related, action that may be desirable.

11. **TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2021**

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2021.

12. **PAYMENT OF BILLS: RESOLUTION NO. 22-07 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 26, 2022**

RECOMMENDATION: Adopt Resolution No. 22-07 approving the Warrant Register dated January 26, 2022.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL ORALS

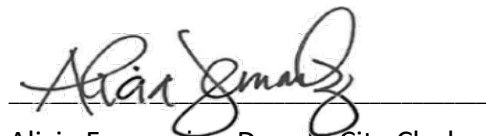
Council member announcements; requests for future agenda items; conference/meetings reports.

1. Councilmember Torres
2. Councilmember Melendez
3. Councilmember Peralta
4. Mayor Pro Tem Jimenez
5. Mayor Cobos-Cawthorne

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 9, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 23, 2022 at 5:00 p.m.**

A handwritten signature in black ink, appearing to read 'Alicia Fernandez', is written over a horizontal line.

Alicia Fernandez, Deputy City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Director of Finance

SUBJECT: **First Reading and Introduction of Ordinance No. 2447 Amending Montebello Municipal Code Chapters 3.16 “City Funds,” 3.20 “Purchasing System,” and 3.21 “Contracts for Professional and Special Services” to Incorporate Revisions and Recommendations Made in the State Auditors Report of 2021**

DATE: January 26, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Conduct the First Reading of and introduce Ordinance No. 2447 Ordinance Amending Chapters 3.16 “City Funds,” 3.20 “Purchasing System,” and 3.21 “Contracts for Professional and Special Services” of the Montebello Municipal Code Relating; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact related to the approval of the suggested municipal code updates. Some of the recommended updates to Chapters 3.16 et al, 3.20 et al and 3.21 et al may lead to improved procurement efficiencies, which would conceivably reduce administrative costs.

BACKGROUND

The City of Montebello last updated the section of municipal code governing procurement in February 2019. That update was a comprehensive overhaul of the (then) existing code, making necessary changes to modernize language while improving control over procurement and purchasing processes, and removing contradictory guidance found in multiple policies and in the code itself.

First Reading and Introduction of Ordinance No. 2447 Amending Montebello Municipal Code Chapters 3.16 “City Funds,” 3.20 “Purchasing System,” and 3.21 “Contracts for Professional and Special Services” to Incorporate Revisions and Recommendations Made in the State Auditors Report of 2021

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The 2019 update was a direct result of recommendations and findings from the December 2018 State Auditors report (Report No. 2018-802). As stated in the February 13, 2019 agenda report “[t]he Statue Audit requires [the purchasing] policies and procedures be updated to reflect best practices in purchasing and procurement, and to resolve ambiguities and inefficiencies.”

Moreover, the 2019 update revealed five different governing documents/policies that each contained varying and conflicting formal and informal bid dollar thresholds (ranging from less than \$5,000 to \$100,000), differing City Council approval threshold dollar amounts (\$50,000 vs. \$20,000) and even varying dollar amounts for when a purchase order was required (\$500 vs. \$25,000). Each of these documents – ranging from resolutions to standard operating procedures to administrative policies – were active and applied to procurements in 2019.

The confusing nature of the City’s procurement program prior to 2019 led to understandable lapses in following the rules. It was difficult for Staff to know what was precedent at the time, making it next to impossible to establish a standardized and coherent procurement program across the City. The 2019 update eliminated much of this confusion by amending Chapters 3.20 and 3.21 of the municipal code. From these chapters, new administrative policies could be adopted – all internally consistent with each other in an effort to promote the ability to “play by the rules.”

In the three years since this comprehensive and much needed update, Staff have found additional areas of the code which must be amended in order to resolve lingering ambiguities and provide the maximum level of efficiency in procurement without sacrificing proper controls. In addition to the Staff identified changes, the audit review published in October 2021 by the State Auditor (Report No. 2021-807) contained recommendations that also require updating the existing municipal code. Put together, the recommended amendments (Attachment A) will further improve the code and increase the ability to properly manage all procurements.

Specifically, the City’s corrective action plan (required by State Auditor Report No. 2021-807) that was presented to and approved by the City Council on November 10, 2021 identified the following recommendations that would be satisfied with approval of the ordinance amending Chapters 3.16, 3.20 and 3.21 (Attachment A):

- “The City should revise its municipal code to prohibit the purchases of employee gifts with public funds”
- “The City should create a policy by January 2022 requiring staff to formally document situations when a valid reason exists for deviating from procurement requirements in its municipal code, when the code allows it to do so.”

First Reading and Introduction of Ordinance No. 2447 Amending Montebello Municipal Code Chapters 3.16 “City Funds,” 3.20 “Purchasing System,” and 3.21 “Contracts for Professional and Special Services” to Incorporate Revisions and Recommendations Made in the State Auditors Report of 2021

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- “Establish a policy by January 2022 that requires contracts to include a maximum value when feasible. The policy should require the City Council to review and approve any agreement that binds the City financially and that does not include a maximum value.”

In addition to addressing these specific State Auditor recommendations, Staff is recommending language changes to improve the management of:

- Sole/Single source goods and/or services
- Standardization of Goods and/or services
- Cooperative purchases (i.e., piggybacking of contracts)
- Posting of bids, requests for proposals, etc. using electronic methods (i.e., PlanetBids)

Municipal code language is also being amended to allow staff to better manage purchase orders, making it more clear as to when one is needed vs. not (based on the type of good/service being procured). In addition, an error in the municipal code that stated purchase orders are needed for any purchase of \$3,000 or more is being corrected – the intent and practice since 2019 has been \$2,000 (the agenda report from February 2019 states the \$2,000 purchase order limit in numerous places). Moreover, explicit language prohibiting the splitting of purchases to circumvent dollar limits in the code has been added. While the practice of splitting purchases has always been forbidden, the existing municipal code language was not clear enough.

The recommended updates remove ambiguity from the municipal code – making it easier for operating department staff to understand the purchasing rules as well as improving the ease by which Finance manages the entire procurement process. The “redlined” version of the existing Chapters 3.20 and 3.21 is attached (Attachment A), clearly showing added and ~~removed~~ language.

A committee of Finance staff worked closely with the City Attorney’s office to ensure all the proposed changes coincide with current Government Code and other governing rules and regulations. Moreover, Finance Staff, in conducting purchasing trainings with key personnel in each department, has incorporated suggestions from these sessions into the proposed language updates. The end goal are amended municipal code chapters that improve efficiency and clarity, while ensuring the proper level of control over all purchasing and procurement processes and practices.

If approved, the amended chapters go into effect after City Council approval after the second reading. Once in effect, Finance Staff will provide trainings to departments on the updates to ensure compliance with the new municipal code language. The proposed recommendations satisfy recommendations from the State Auditor as well as provide necessary updates to ensure compliance that have been identified by Staff.

First Reading and Introduction of Ordinance No. 2447 Amending Montebello Municipal Code Chapters 3.16 “City Funds,” 3.20 “Purchasing System,” and 3.21 “Contracts for Professional and Special Services” to Incorporate Revisions and Recommendations Made in the State Auditors Report of 2021

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SUMMARY

It is recommended that the City Council approve an Ordinance Amending Chapters 3.16 “City Funds,” 3.20 “Purchasing System,” and 3.21 “Contracts for Professional and Special Services” of the Montebello Municipal Code, with the amendments being effective thirty (30) days from City Council approval.

ATTACHMENT

- A. Attachment A - Ordinance Amending Montebello Municipal Code Chapters 3.16, 3.20 and 3.21

ORDINANCE NO. 2447

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 3.16 "CITY FUNDS," CHAPTER 3.20 "PURCHASING SYSTEM" AND CHAPTER 3.21 "CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES" OF THE MONTEBELLO MUNICIPAL CODE UPDATING THE CITY'S REVENUE AND FINANCE PROVISIONS

RECITALS

WHEREAS, California law requires the State Auditor to issue an audit report at least once every three (3) years with recommendations for improvement when a city is designated as high-risk; and

WHEREAS, State Auditor Audit Report 2021-807 ("Report") was issued to the City of Montebello ("City") in October 2021, requiring the City to provide a corrective action plan by December 13, 2021, responding to all recommendations made in the Report; and

WHEREAS, the State Auditor Required Corrective Action Plan was created by staff and presented to the City Council on November 10, 2022; and

WHEREAS, the Report states the following relevant recommendations:

A. The City should revise its municipal code to prohibit the purchase of employee gifts with public funds; and

B. The City should create a policy requiring staff to formally document situations when a valid reason exists for deviating from procurement requirements in its municipal code, when the code allows it to do so; and

C. The City should establish a policy that requires contracts to include a maximum value when feasible and should require the City Council to review and approve any agreement that binds the City financially and that does not include a maximum value; and

WHEREAS, this Ordinance to amend and update the City's revenue and finance provisions is in response to the recommendations made by the State Auditor.

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

ORDINANCE NO. 2447

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SECTION 1. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENTS; ADDITIONS. Chapter 3.16 "City Funds" of the Montebello Municipal Code is amended and will read as follows ((deletions in ~~strike through~~ and additions in double underline):

CHAPTER 3.16 CITY FUNDS

3.16.140 Use of Public Funds

The use of public funds for the purchase of employee gifts shall be prohibited and any use of public funds shall be in conformance with Section 6, Article XVI of the California Constitution.

SECTION 3. AMENDMENTS; ADDITIONS. Chapter 3.20 "Purchasing System" of the Montebello Municipal Code is amended and will read as follows ((deletions in ~~strike through~~ and additions in double underline):

CHAPTER 3.20 PURCHASING SYSTEM

3.20.010 Adoption – Purpose.

In order to establish efficient procedures for the purchase of supplies and equipment, to secure the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted.

This chapter also establishes efficient procedures for the adoption and implementation of the provisions of the California Uniform Construction Cost Accounting Act [Section 22000, et seq. of the Public Contract Code] as they relate to public works defined under Public Contract Code 22002.

3.20.020 Purchasing officer.

The director of finance shall be ex officio purchasing officer under the direction of the city manager and the words "purchasing officer" as used in this chapter shall be deemed to refer to the director of finance or his or her duly authorized designee. The purchasing officer shall have the duty and authority to:

ORDINANCE NO. 2447

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- A. Purchase or contract for supplies and equipment required by any using agency in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer shall adopt and such other rules and regulations as shall be prescribed by the city council;
- B. Negotiate and recommend execution of contracts for the purchase of supplies and equipment;
- C. Act to procure for the city the needed quality in supplies and equipment at least expense to the city;
- D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;
- E. Prepare and recommend to the city council rules governing the purchase of supplies and equipment for the city;
- F. Prepare and recommend to the city council revisions and amendments to the purchasing rules;
- G. Keep informed of current developments in the field of purchasing, prices, market conditions and new products;
- H. Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and other rules and regulations;
- I. Supervise the inspection of all supplies and equipment purchased to ensure uniform conformance with specifications;
- J. Recommend the transfer of surplus and unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;
- K. Maintain a bidders' list, vendors' catalog file and records needed for the efficient operation of the purchasing ~~department~~ function.
- L. Maintain a list of duly authorized designees and the authorization limits, which shall be less than fifty thousand dollars (\$50,000) for each designee.

3.20.030 Exemptions from centralized purchasing.

The purchasing officer, with approval of the city council, may authorize, in writing, any agency to purchase or contract for specified supplies and equipment independently of the purchasing ~~department~~ function, but he shall require that such purchases or contracts shall be made in conformity with the procedures established by this chapter and shall further require periodic reports from the agency on the purchases and contracts made under such written authorization.

3.20.040 Requisitions.

Using agencies shall submit requests for services, supplies and equipment to the purchasing officer by standard requisition forms.

3.20.050 Conformance with bidding procedures.

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

- A. Emergency Procurement: When an emergency, as determined by the purchasing agent with the approval of the city manager in writing, is deemed to require that an order be placed with the nearest available source of supply;
- B. Sole/Single Source Goods and/or Services: When the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms;
- C. Standardization of Goods and/or Services: When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the City. Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems, and fire apparatus. The purchasing officer shall have discretion in determining what goods and/or services fall within this category;
- ~~DG.~~ City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; ~~or~~
- ~~ED.~~ Less than Two Thousand Dollars: When the amount of the purchase involved is less than two thousand dollars (\$1,999 or less) and cumulative citywide purchases from a single vendor/consultant/firm/etc. have not exceeded this amount during the fiscal year (July 1 – June 30);
- F. Cooperative Purchase - Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the City and any other public agency or public agencies for the joint purchase of goods and/or services.
- G. Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the City, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.

H. Professional Services - Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.

I. Solicitation of Bids with No Response: Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the Purchasing Manager may proceed to have the services performed or the goods procured without further competitive bidding;

JH. Compliance: Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.

KI. Maximum Contract Term: Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.

Any use or application of the bidding procedure exceptions listed herein for the purchase of supplies and equipment for city use shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. This written record shall be kept for at least five (5) years.

3.20.060 Use of purchase orders.

A. The purchase of goods and/or services including contracts and/or professional services agreements totaling ~~three~~ two thousand dollars (\$2,000) or more shall be made by purchase order. Exceptions may be processed by request for warrant and shall be limited to dues and subscriptions, travel, and registration costs for training, conferences and meeting expenses, postal services, courier services, telephone, gas, electricity, water, internet, cable, cellular and other utilities, and postal services; and payments that are not good and/or service items such as, pay for elected officials, commissions, police reserve and auxiliary firefighters; stipends, honorariums, pass-through payments, donations, legal fees, legal settlements, claims and expenses, reimbursements, refunds, replenishment of petty cash funds, contracts, debt service, letter of credit fees, payments to other government agencies, FICA, PERS, employee group insurance, workers' compensation premiums, claims and expenses; insurance premiums, and any other required payroll function/personnel related payments. claims and expenses; reimbursements, refunds and replenishment of petty cash funds; contracts; debt payments; and payments to other government agencies.

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- B. Also exempted is the purchase of inventory stock replenishment for all stores materials. ~~Such purchases shall be transacted with a purchase requisition form.~~
- C. The finance director may authorize any variance up to ten percent of the original purchase order price, in addition to sales tax and shipping.
- D. No commitment or contract with a definitive term may exceed five years.

3.20.070 Unencumbered funds required for purchase order issuance.

Except in cases of emergency, the purchasing officer shall not issue any purchase order for services, supplies or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged.

3.20.080 Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies and equipment of an estimated value of fifty thousand dollars (\$50,000) or more for contracts which do not constitute a public project as defined by Section 22002 of the Public Contract Code, shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

- A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured and the time and place for opening bids.
 - 1. Published Notice. Notices inviting bids shall be published at least ten (10) days before the date of opening of the bids. Notice shall be published at least once via the City's website or in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.
 - 2. Bidders' List. The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their name be added thereto.
 - 3. ~~Bulletin Board. The purchasing officer shall also advertise pending purchases by a notice posted on a public bulletin board in the city hall.~~
- B. Bidders' Security. When deemed necessary by the purchasing officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been ~~mailed~~ made, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidders' security shall be applied by the city to the

- difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- C. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope or via electronic method. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection via the City's website or posted during regular business hours for a period of not less than thirty calendar days after the bid closing.
 - D. Rejection of Bids. In its discretion, the city council may reject any and all bids presented and re-advertise for bids.
 - E. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder except as otherwise provided herein.
 - F. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of bid opening.
 - G. Performance Bonds. The city council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
 - H. No commitment or contract with a definitive term may exceed five years unless determined to be in the public's best interest by the city council.

3.20.090 Open market procedure.

Purchases of supplies and equipment of an estimated value in the amount of less than fifty thousand dollars (\$50,000) for contracts which are not for a public project as defined by Section 22002 of the Public Contract Code, may be made by the purchasing officer in the open market without observing the procedure prescribed by Section 3.20.080.

- A. Minimum Number of Bids. Open market purchases shall, wherever possible, be based on at least three bids, and shall be awarded to the lowest responsible bidder.
- B. Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors or by telephone or by electronic mail (email) or by public notice posted on a public bulletin board in the city hall.
- C. Written Bids. Written bids or quotations shall be submitted to the purchasing officer or designee who shall open them and keep a record of all open market orders and bids for a period of one year after the submission of bids or the

placing of orders, or as long as directed by a city council adopted records retention schedule. This record, while so kept, shall be open to public inspection.

- D. No commitment or contract with a definitive term may exceed five years.

3.20.100 Inspection and testing.

The purchasing officer shall inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The purchasing officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

3.20.110 Bidding procedure prescribed.

Whenever bids are required by law or by this code for the letting of contracts, the doing of work or the furnishing of supplies, equipment or materials, all of the steps, acts and proceedings required by law or by this code shall be fully complied with, and in particular and supplementary to the acts, steps and procedures, the procedure hereinafter set forth in this section regulating the notices inviting bids, the publication and posting of the notices, and the opening of the bids shall be followed:

- A. Notice—Contents. The notice inviting bids shall set a date for the opening of bids. All such notices, whether mailed, published, or posted, shall state the date, the hour, and the place at which the bids called for are to be opened, and shall also state the date, the hour, and the place of the city council meeting at which the city council intends to take action on the bids.
- B. Bids—Opening. All bids shall be returnable to the purchasing officer or to the office of the city clerk, and at the hour and date stated in the notice, all bids shall be publicly opened at the office of the city clerk in the presence of the city clerk, purchasing officer, a representative of the department, or departments, to which the purchase or contract is to be charged, and all other interested parties who wish to attend and witness the opening of the bids. As each bid is opened, it shall be read aloud so that all persons interested in the bidding may hear the contents thereof, although no more of the bid need be read or announced than would ordinarily be announced in an open city council meeting for the same purpose. From and after the time of their opening, the city clerk shall, upon request of any interested party, read or give such further information from the bid as may be requested.
- C. Bids—Compiling. After they have been opened, all bids shall be examined and studied by the city clerk, purchasing officer and any other officials necessary for the proper analysis of the bids to see if they comply with the notice inviting bids and are in all other respects in good order. A report shall then be made by the appropriate department to the city council announcing the results of the

investigation and particularly designate which bid is found to be the lowest bid, the next lowest bid, and all of the other bids in ascending order of the figure or figures quoted.

D. Bids—Report—Awarding.

1. At the meeting of the city council at which the bids are acted upon, the report shall be read publicly and the bid of the lowest bidder shall be publicly announced.
2. After having complied with the foregoing procedure, the city council shall proceed in accordance with applicable provisions of law or this code either to award the bid and to let the contract therein referred to, or to take such other action as may be authorized by law.

E. Officer—Deputies. In the absence of the city clerk or purchasing officer, a duly authorized assistant or deputy may act in his place.

3.20.120 Joint purchasing agreements.

- A. Whenever the city council finds that the public interest and convenience require, it may enter into joint purchasing agreements for the acquisition of city services, supplies and/or equipment, with any other public agency; provided, that such agreements are authorized by the laws of the state.
- B. The provisions of this chapter shall not apply to purchases made under such an agreement: provided, that the city council shall, by resolution, prior to the execution of such an agreement, establish rules for administrative practices to be followed by the purchasing agent with respect to such joint purchasing agreements.

3.20.125 Piggybacking purchasing agreements.

- A. The purchasing officer may arrange for the city and enter into purchase contracts with a vendor(s) for the purchase of supplies, equipment, services, including but not limited to materials, vehicles and apparatus, the pricing and terms of which have been previously established by another local, county, state, federal or other public entity, school district, League of California Cities, California Communities Program, or other nonprofit association or group consisting of governmental entities, provided that:
 1. The purchase contract with the vendor(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating entity or organization;
 2. ~~The purchase is made within two years of the competitive bid or negotiation;~~ The agreement or purchase order must be valid/not expired and the vendor/consultant has provided written authorization for the city to make purchases using the same (or lower) pricing.
 3. The purchase conforms to the city's specifications for the item or service; and

4. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the city pursuant to this chapter.
- B. Notwithstanding subsection 3.20.125(A), approval of a "piggyback" purchasing agreement pursuant to this section shall be obtained from city council for an award of a purchase in an amount ~~exceeding~~ of fifty thousand dollars (\$50,000) or more.

3.20.130 Local vendor preference.

- A. Whenever practical, the purchasing officer shall first ascertain the availability of goods and services from responsible local sources within city limits before considering outside sources and, if available, shall (as provided for in Section 3.20.050) solicit formal and/or informal bids from responsible local sources seeking the best price, quality, and delivery possible that best serves the interests of the city.
- B. The purchasing officer may seek competitive pricing outside the city when it is determined that the best interests of the city related to price, quality and delivery will not be served by local sources.
- C. The purchasing officer may establish competitively priced purchase agreements, open purchase, and blanket purchase orders with responsible local vendors via written quotes or negotiated agreement as provided for in Section 3.20.050.
- D. For purposes of determining final cost, City of Montebello vendors may be allowed a one percent allowance in determination of low bid based upon estimated sales and business tax return and local service convenience, except when such an allowance is prohibited by the grantor of funds to purchase such goods and services. All requests for sealed bids must include notification of local vendor allowance.

3.20.135 Splitting purchases – financial interest prohibited.

- A. No officer or employee of the city or its agencies shall split or separate a purchase/procurement of services, supplies and/or equipment for the purpose of evading the dollar amount bid threshold provisions of this chapter. The acquisition of services, supplies and/or equipment shall be made with a single contract covering all services to be provided.
- B. No city employee who participates in the selection or approval of a vendor supplying services, supplies and/or equipment to the city, nor any person who has supervisory responsibility for any such employee, shall have a direct financial interest in any business entity under consideration.

3.20.140 Public works projects (uniform public construction cost accounting act).

- A. Adoption of Uniform Public Construction Cost Accounting Act. The city has elected to be subject to the Uniform Public Construction Cost Accounting Act (hereinafter referred to as the "UPCCA" or the "Act"). City contracts for public projects and maintenance work shall be governed by applicable state laws including the Act, Public Contract Code Section 22000 et seq, and the California Uniform Construction

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Cost Accounting Commission's (hereinafter, "UPCCA Commission") policies and procedures manual and cost accounting review procedures, as amended from time to time.

The term "public works" shall mean the same as the term "public project," as defined by the Act, which means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) painting or repainting of any publicly owned, leased, or operated facility; and (3) in the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

The term "maintenance work," as defined by the Act, includes: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

Public projects and maintenance work shall be procured through the procedures and at the monetary thresholds set forth in the Act and as further described in this chapter.

- B. Pre-Bid Contractors List for Public Projects and Maintenance Work. The city shall develop and maintain a list of qualified contractors, identified according to categories of work for all projects and any scheduled projects, on an annual basis in accordance with the Act (Public Contract Code Section 22034(a)).
- C. Contracts for Public Projects and Maintenance Work of Sixty Thousand Dollars or Less. Public projects and maintenance work of sixty thousand dollars or less (or the current amount specified in the Act) may be performed by city employees, by force account, by negotiated contract or by purchase order. Where it is anticipated that a project may be conducted and finished at a cost of sixty thousand dollars (or the amount as specified the Act) or less, the city manager or his/her designee is authorized to approve the project, provided the expenditure is within the approved budget.
- D. Contracts for Public Projects and Maintenance Work of Two Hundred Thousand Dollars or Less. Public projects and maintenance work estimated to cost two hundred thousand dollars (or the amount as specified in the Act) or less may be procured through the following informal procedures prescribed by the Act:
 - 1. Notice Inviting Informal Bids. The city manager or his/her designee shall send a notice inviting informal bids not less than ten calendar days before bids are due to: (a) all contractors on the list of qualified contractors developed by the UPCCA

Commission; or (b) all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 of the Public Contract Code. The notice inviting informal bids shall describe the project, how to obtain more detailed information about the project, and the time, date and place for the submission of bids. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids, provided however:

- a. If there is no list of qualified contractors maintained by the city for the particular category of work performed, the notice inviting bids shall be sent only to the construction trade journals specified by the commission.
 - b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
2. Distribution of Bid Documents. Bid documents may be transmitted and/or received via mail, facsimile, or email notice inviting informal bids to all construction trade journals specified in Section 22036 of the Public Contract Code.
 3. Award of Contracts. The city manager or his/her designee is authorized to award such informal Public projects and maintenance work, provided the expenditure is within the approved budget and in a form approved by the city attorney. The city manager or his/her designee may, at his/her sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids. The contract shall be awarded to the lowest responsive, responsible bidder. If two or more bids are the same and the lowest, the city manager may accept the one he/she chooses. If no bids are received through the informal procedure, the project may be performed by city employees, by force account or negotiated contract without further complying with this section.
 4. Informal Bids Between Two Hundred Thousand Dollars and Two Hundred and Twelve Thousand Five Hundred Dollars. If all bids received are in excess of the amount specified in this section, the city council may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred and twelve thousand five hundred dollars or less, to the lowest responsible bidder, if it determines the cost of the estimate of the city was reasonable.
- E. Contracts for Public Projects and Maintenance Work Greater Than Two Hundred Thousand Dollars. Public Projects and Maintenance Work of more than two hundred thousand dollars (or the current amount as specified in the Act) shall be procured through the following formal bidding procedures prescribed by the Act:
1. Notice Inviting Formal Bids. The city manager or his/her designee shall publish a notice inviting formal bids for public projects and maintenance work at least fourteen calendar days before the bid opening date in a newspaper of general circulation in the city. Additionally, the city manager or his/her designee shall

- send a notice inviting formal bids to all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 at least fifteen calendar days before bids are due. The notice shall describe the project, how to obtain more detailed information about the project, and the time and place for submission of bids.
2. Bidder's Security. All bids presented in connection with the public project shall be accompanied by bidder's security in the form and amount prescribed by Public Contract Code Section 20170, which security shall be dealt with as prescribed therein. In all cases bidders shall be entitled to return of bid security provided that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
 3. Bid Opening Procedure. Sealed bids shall be submitted to the department identified in the invitation for bid documents and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.
 4. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder. The city council may, in its sole discretion, waive minor irregularities in the bids or in the bidding procedures. The city council may reject all bids presented, and re-advertise for bids.
 5. Tie Bids and No Bids. If two or more bids are the same and the lowest, the city council may accept the one it chooses. If no bids are received through the formal procedure, the project may be performed by city employees, by force account or negotiated contract without complying with this section.
 6. Rejecting Bids and Performing Project through City Employees. In its discretion, the city council may reject any bids presented, if the city, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the city, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the city's intention to reject the bid and shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid. If after the first invitation of bids, all bids are rejected, the city shall reevaluate its cost estimates of the project and either:
 - a. Abandon the project or re-advertise for bids in the manner described by this section; or

- b. May have the project completed by force account without further complying with this section, if it passes a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by the employees of the city.
 7. Performance Bonds. The department head shall have authority to require a performance bond before entering a contract in such amount as he or she finds reasonably necessary to protect the best interests of the city. If the city manager requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
- F. Emergencies.
1. In cases of emergency when repair or replacements are necessary, the city council, pursuant to a four-fifths vote, may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by contractor, or by a combination of the two. The city council's authority under this section may be exercised pursuant to Public Contract Code Section 22035.
 2. In case of emergency, if notice for bids to let contracts will not be given, the city shall comply with Chapter 2.5 of Part 3 of Division 2 of the Public Contracting Code (commencing with Section 22050).
 3. City council delegates to the city manager, the authority to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing an emergency, without giving notice for bids to let contracts per Paragraph 2 of this section. If the city manager orders any action specified under this section, the city manager shall report to city council at its next meeting as required under Section 22050 of the Public Contract Code.

SECTION 4. AMENDMENTS; ADDITIONS. Chapter 3.21 "Contracts for Professional and Special Services" of the Montebello Municipal Code is amended and will read as follows ((deletions in ~~strike through~~ and additions in double underline):

CHAPTER 3.21

CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES

3.21.010 Definitions.

For purposes of this chapter, the following words shall have the following meanings:

"Professional/special services" means services which require special performance criteria; special or specific equipment; specific experience, knowledge, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the city. Such services include, but are not limited to, those provided by attorneys,

architects, engineers, land surveyors, construction managers, appraisers, experts, accounting firms, security firms, computer consultants/programmers and/or other specialized consultants. Professional/special services do not include services rendered by city officers or employees.

3.21.020 Experience and qualifications of professional/special service providers.

- A. In contracting for professional/special services, such contracts shall only be awarded to firms or persons who have demonstrated adequate levels of experience, competence, resources/equipment, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required in the time period needed.
- B. Once the department requesting the professional/special service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, price may not be the sole factor in determining to whom a contract shall be awarded. The city's best interests may be served by awarding the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by the contractor.
- C. No commitment or contract with a definitive term may exceed five years.

3.21.025 Conformance with bidding procedures.

The acquiring of professional/special services shall be made and accomplished in conformity with Section 3.21.050 or Section 3.21.060 except:

- A. When an emergency, as determined by the purchasing agent with the written approval of the city manager, is deemed to require that an order be placed with the nearest available source;
- B. When the professional/special services needed can be obtained from one source only;
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or
- D. When the amount of the professional/special services involved is less than two thousand dollars (\$1,999 or less).
- E. Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.

- F. Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.
- G. Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.

Any use or application of the bidding procedure exceptions listed herein for the acquisition of professional/special services shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. This written record shall be kept for at least five (5) years.

3.21.030 Request for proposals.

The acquiring of professional/special services shall be procured through a negotiated contract and should include a request for proposals ("RFP"), unless Section 3.21.025 or Section 3.21.050 applies.

3.21.040 Decentralized bid solicitation.

Soliciting bids for professional/special services is decentralized and shall be the responsibility of the department director requesting the service; however, the city manager may be contacted to assist with bids requiring the formal sealed RFP process set forth in Section 3.21.060.

3.21.050 Contracts for less than fifty thousand dollars (\$50,000).

The following procedure shall be used when seeking professional/special services estimated to have an annual cost of less than fifty thousand dollars (\$49,999 or less).

- A. In nonemergency situations, the requesting department shall contact a minimum of three consultants or firms.
- B. Unless the city council authorized the entering into or the award of a specific contract for professional/special services, the city manager shall approve in writing the award of all such contracts, taking into consideration the recommendation of the department director requesting the professional/special services at issue.

- C. The city manager or his or her duly authorized designee is authorized to approve in writing professional/special service contracts with an annual estimated cost of less than fifty thousand dollars (\$49,999 or less).

3.21.060 Contracts of fifty thousand dollars (\$50,000) or more.

The following procedure shall be used when seeking professional/special services estimated to have an annual cost of fifty thousand dollars (\$50,000) or more.

- A. In nonemergency situations, departments shall utilize the following formal sealed RFP process:
 - 1. A formal sealed RFP template shall be developed for solicitation of professional services contracts of fifty thousand dollars (\$50,000) or more.
 - 2. The department shall advertise in appropriate publications, electronic purchasing databases and/or use the professional services listings, as available, during the solicitation process.
 - 3. Notice inviting RFP's shall be posted at city hall, an appropriate and recognized electronic purchasing database and on the city's website at least fourteen (14) calendar days before the due date of submission of the RFP, when reasonably possible.
 - 4. The notice shall at least describe the general type of service needed, how the RFP minimum scope of work can be obtained, the requirement of a written sealed proposal, state the closing date, place, and time for submission of the RFP.
 - 5. Sealed request for proposals shall be submitted ~~directly to the requesting department~~ through an approved process, as designed and determined by the purchasing officer and need not be opened publicly.
 - 6. Departments shall analyze proposals for compliance with RFP requirements, value of the total scope of services and make a recommendation to city council for selection or for follow up interviews with those consultants/firms submitting proposals.
- B. Contracts for professional/special services of fifty thousand dollars (\$50,000) or more require the approval of the city council and the signature of the mayor, or in his or her absence, the mayor pro tempore, pursuant to the provisions of Gov. Code Sections 40601 and 40602 unless specifically delegated as part of the city council approval action.
- C. Contracts for professional/special services shall be on the city's standard form and shall be reviewed and approved as to form by the city attorney.
- D. No commitment or contract with a definitive term may exceed five years.

3.21.070 City manager authority to execute certain contracts.

The city manager or his or her duly authorized designee shall be authorized to sign on behalf of the city all contracts for professional/special services, which are less than a total contract amount of fifty thousand dollars (\$50,000) in any one fiscal year period.

3.21.080 Splitting purchases or contracts – financial interest prohibited.

- A. No officer or employee of the city or its agencies shall split or separate a purchase/procurement of professional/special for the purpose of evading the dollar amount bid threshold provisions of this chapter. The acquisition of professional/special services should be made with a single contract covering all services to be provided.
- B. No city employee who participates in the selection or approval of a professional/special service provider, nor any person who has supervisory responsibility for any such employee, shall have a financial interest in any professional/special service provider business entity under consideration.

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

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED this _____th day of _____ 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

ORDINANCE NO. 2447

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APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 26th day of January 2022 and was adopted by the City Council of the City of Montebello at its meeting held on the _____th day of _____ 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **AB 361 Findings**

DATE: January 26, 2022

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Receive and file this report and make the following findings: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) the following circumstances exist, (i) the state of emergency continues to directly impact the ability of the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing.
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

DISCUSSION

Recently the Governor signed into law AB 361 which established additional requirements upon local governmental agencies concerning public participation during the COVID -19 pandemic and State of Emergency period. In order to comply with AB 361, on October 13, 2021 the City Council adopted Resolution No. 21-85 as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN
MEETINGS PURSUANT TO ASSEMBLY BILL 361

AB 361 Findings

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One of the requirements of AB 361 as found in Government Code Section 54953(e)(3) is if a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without posting or other Brown Act compliance requirements the legislative body/City Council shall every 30 days after adopting the initial Resolution, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist (i) The state of emergency continues to directly impact the ability of the members to meet safely in person or (ii) State or local officials continue to impose or recommend measures to promote social distancing.

SUMMARY

The action for consideration is to receive and file this report and confirm the following findings required by AB 361 and Government Code Section 54953: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) Both of the following circumstances exist, (i) the state of emergency continues to directly impact the ability of the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing.

ATTACHMENTS:

None.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Updated Report of Emergency Repair and Replacement of the Beach Street Storm Drain**

DATE: January 26, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Receive and file the City Manager's updated report of the emergency repair of the Beach Street Storm Drain pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There is no new information to report regarding fiscal impacts.

BACKGROUND

On December 14, 2021, the Director of Public Works received an email from Los Angeles County Department of Public Works (LACDPW) Stormwater Maintenance staff notifying the City of damage to the dirt slope at the outlet of the Beach Street Storm Drain near the intersection of Beach Street and Bluff Road. LACDPW requested the City's immediate attention to this matter.

In response to this email, Public Works contacted LACDPW staff and met them at the site on December 16th to inform them that an underground contractor (Mike Bubalo Construction Co.) was on standby to complete emergency repairs prior to the storms forecasted for the following week. LACDPW issued a permit for temporary repairs and

Updated Report of Emergency Repair and Replacement of the Beach Street Storm Drain

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agreed to meet at the site on Monday (December 20th) once the contractor had completed exploratory excavation and the City had developed a plan of action for repairs that could be completed before the rain forecasted to begin on Thursday (December 23rd). The meeting occurred in the afternoon on Monday (December 20th) and the County agreed to the proposed temporary repairs.

The contractor completed the temporary emergency repairs on January 3rd.

On January 12, 2022, the City Council authorized the City Manager to finalize an agreement with Mike Bubalo Construction Co. for the replacement of the storm drain within Beach Street for an amount not-to-exceed \$390,000. The work is scheduled to commence on January 24, 2022. Staff went door-to-door to notify the residents immediately adjacent to the work. The work is anticipated to be completed in three to four weeks.

SUMMARY

Staff will continue to coordinate the completion of the emergency work and updated reports will be included at each regularly scheduled City Council Meeting until the work is completed.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve issuing a Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-1**

DATE: January 26, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve issuing a Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-1 (RFP No. 22-1); and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There is no fiscal impact related to issuing RFP No. 22-1. The vehicle maintenance and repair services requested in RFP No. 22-1 will be used by multiple departments (Transit, Police, Public Works, Parks and Recreation, and Fire) to maintain all city-owned and operated vehicles on an as-needed basis. Currently, all required funding for vehicle maintenance and repair services are included in each department's Fiscal Year (FY) 2021-2022 budget (e.g., 100-70-720-6080.30, Parks and Recreation Department, Administration, Vehicle Maintenance/Expenses Vehicle Repair and Services). If necessary, a budget amendment will be recommended at the time of contract award.

BACKGROUND

In August 2012, the City of Montebello (City) awarded Agreement No. 2787-A to Shak Enterprises, Inc., dba Montebello Tire Pros, for vehicle maintenance and repair services for all city-owned vehicles (see attachment "A"). Agreement No. 2787-A was awarded for an initial one-year term with the option to exercise up to five (5) one-year term contract extensions.

Approve issuing a Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-1

Page 2 of 3

In July 2016, the City approved a First Amendment to Agreement No. 2787-A, to extend the agreement for an additional five (5) years; from August 1, 2016 to August 1, 2021, and continuing on a month-to-month basis at the conclusion of the term (see attachment “B”).

In July 2019, the City approved a Second Amendment to Agreement No. 2787-A, to increase the total compensation due to the vendor for providing vehicle maintenance and repair services to the City for a total not-to-exceed amount of \$275,000 for FY 2019-2020 and for a total not-to-exceed amount of \$283,250 for FY 2020-2021 (see attachment “C”).

ANALYSIS

With the expiration of Agreement No. 2787-A as of August 1, 2021, the agreement converted to a month-to-month contract. Since that time, the City determined that the day-to-day vehicle maintenance and repair services for all city-owned vehicles will be conducted in-house by the Transportation Shop Maintenance Division. Therefore, it is necessary and recommended that the City Council approve issuing RFP No. 22-1 to prospect new vendors and provide local businesses the opportunity to compete to provide these essential services on an as-needed basis. (see Attachment “D”).

A selection process will be used to evaluate proposals based on a combination of qualitative and price considerations. Qualitative considerations include a project management plan, relevant experience and qualifications, technical approach, and quality of proposed personnel.

Proposals will be evaluated in accordance with the following criteria:

<u>Qualitative Considerations</u>		
1	Project Management Plan	15 points
2	Proposed Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	30 points
5	Best Price Proposal	25 points
Total		100 points

On January 27, 2022, a notice inviting proposals will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, the Wave Newspaper, and the City’s website. All proposals will be submitted via the Planetbids.com platform. The due date for all proposals is March 24, 2022. It is anticipated that a vendor will be selected by April 2022, with an award of contract presented to the City Council shortly thereafter.

Approve issuing a Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-1

Page 3 of 3

SUMMARY

Staff recommends City Council approve issuing a Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposal, No. 22-1, to maintain all city-owned and operated vehicles on an as-needed basis; and direct staff to take such additional related, action that may be desirable.

ATTACHMENTS:

- A. Attachment A – Agreement No. 2787-A
- B. Attachment B – First Amendment to Agreement No. 2787-A
- C. Attachment C – Second Amendment to Agreement No. 2787-A
- D. Attachment D – Request for Proposal, No. 22-1

CITY OF MONTEBELLO
CONTRACT AGREEMENT NO. 2787-A
FOR
CITY'S FLEET VEHICLE MAINTENANCE
& REPAIR SERVICES PROJECT

RFP NO. 12-02

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 22nd day of August 2012 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, as the "AGENCY," and SHAK ENTERPRISES, INC. dba MONTEBELLO TIRE PROS, a California Corporation, as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

A. AGENCY is a municipal corporation duly-organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONTRACTOR is a corporation duly-organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the CITY'S FLEET MAINTENANCE & REPAIR SERVICES PROJECT ("Project") as further described herein.

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

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. RFP No. 12-02.

- c. Proposal referenced as Best and Final Offer received by successful proposer.
- d. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence shall be as set forth above.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above-stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other contractors engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. [Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.]

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated March 5, 2012 ("Compensation"), attached hereto as Exhibit "A" and incorporated by this reference. The Compensation shall not exceed the sum of one-hundred forty-nine thousand two-hundred forty dollars and 0/100 cents (\$149,240.00), and such sum shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said Compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work; Liquidated Damages

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall

request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

It is mutually understood and agreed by and between the Parties to the Agreement that time is of the essence with respect to the completion of the Project and that in case of any failure on the part of the CONTRACTOR to complete all tasks and items within the time specified in the RFP No. 12-02, AGENCY will be damaged thereby. Given that the amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that, in the event of CONTRACTOR's failure to complete the work in a timely manner, the amount of such damages due CITY shall be fixed at one hundred dollars (\$100.00) per calendar day beyond the time specified in Notice to Proceed.

ARTICLE V. Ownership of Written Products

All reports, documents, data, objects, written materials or other tangible things ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. 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.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

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 AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY 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.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies

compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-contractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents. AGENCY will give the CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit the CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

The CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to the AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

ARTICLE X. PERS Eligibility Indemnity.

In the event that CONTRACTOR, or its employee, agent, or subcontractor 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 AGENCY, CONTRACTOR shall indemnify, defend, and hold the AGENCY harmless 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 the AGENCY.

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 the AGENCY, including, but not limited to, eligibility to enroll in PERS as an employee of the AGENCY and entitlement to any contribution to be paid by the AGENCY for employer contribution, employee contribution, or both, for PERS benefits.

ARTICLE XI. Insurance

A. Without limiting CONTRACTOR's indemnification of Indemnities pursuant to Article IX of this Agreement, CONTRACTOR shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. AGENCY, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," AGENCY of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR

agrees that it will not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to the AGENCY.

E. CONTRACTOR shall submit to AGENCY (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on AGENCY's appropriate standard forms entitled "Additional Insured Endorsement".

F. The CONTRACTOR's insurance shall be primary as respects the AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

G. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, AGENCY may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of CONTRACTOR and the cost of such insurance may be deducted, at the option of AGENCY, from payments due CONTRACTOR.

ARTICLE XII. Authorization by CONTRACTOR

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

ARTICLE XIII. Termination

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

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, (1) the AGENCY may demand forfeiture of the CONTRACTOR's performance bond by giving written notice thereof to the CONTRACTOR, and/or (2) the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY 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 AGENCY, 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 AGENCY with adequate proof that CONTRACTOR incurred the costs, and is unable to be 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.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. Dispute Resolution and Legal Remedies

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

ARTICLE XV. 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 AGENCY. 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 AGENCY 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.

ARTICLE XVI. 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.

ARTICLE XVII. 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 AGENCY as a result of the performance of this Agreement, or the services that may be procured by the AGENCY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

ARTICLE XVIII. Notices

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:

To AGENCY:

City of Montebello
Jose Melendez
Shop Maintenance Supervisor
400 S. Taylor Ave.
Montebello, CA 90640
(323) 887-4600; fax (323) 887-4643

To CONTRACTOR:

Shak Enterprises, Inc. dba Montebello
Tire Pros
Steve Boyajian, CEO
830 West Whittier Blvd
Montebello, CA 91640
(323) 728-7274; fax (323) 728-2644

ARTICLE XIX. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XX. Governing Law

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

ARTICLE XXI. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents shall constitute the Entire Agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by the AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XXII. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

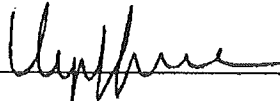
IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")



Christina Cortez, Mayor

SHAK ENTERPRISES, INC. dba
MONTEBELLO TIRE PROS
("CONTRACTOR")



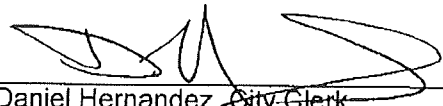
Signature

Steve Boyajian CEO
Print Name and Title

Date: 1/23/2013

Date: 1-18-13

ATTEST:



Daniel Hernandez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney



FIRST AMENDMENT TO CONTRACT AGREEMENT NO. 2787-A

FOR

**CITY OF MONTEBELLO'S FLEET VEHICLE MAINTENANCE
& REPAIR SERVICES PROJECT**

This First Amendment to Contract Agreement No. 2787-A ("First Amendment") is dated for reference purposes as of August 1, 2016, by and between the CITY OF MONTEBELLO, a California municipal corporation, as the "AGENCY," and SHAK ENTERPRISES, INC., dba MONTEBELLO TIRE PROS, a California Corporation, as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or jointly as the "Parties."

RECITALS

A. The Parties entered into that certain Contract Agreement No. 2787 - A, dated August 22, 2012 (the "Agreement"), pursuant to which AGENCY agreed to procure from CONTRACTOR, and CONTRACTOR agreed to provide to AGENCY, certain equipment, goods and services necessary for the CITY'S FLEET MAINTENANCE & REPAIR SERVICES PROJECT (the "Project"), as further described in the Agreement.

B. The Parties, being mutually satisfied with the other's performance of the Agreement, desire to extend the term of the Agreement as set forth herein this First Amendment.

NOW THEREFORE, for good and adequate consideration, the receipt and adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

FIRST AMENDMENT

1. Term of First Amendment

The term of this First Amendment shall be deemed to have commenced on August 1, 2016 ("Commencement Date"), and said term shall continue for a period five (5) years to August 1, 2021. At the conclusion of the term, this First Amendment shall continue on a month-to-month basis until terminated by the parties in accordance with Article XIII of the Agreement.

2. Compensation

In consideration for performing the services under the Agreement, AGENCY shall pay CONSULTANT for labor at the rate of EIGHTY-EIGHT DOLLARS (\$88) per hour. Following the first two (2) years of this First Amendment, said hourly rate shall be increased at three percent (3%) per year for the remainder of the term.

3. Release of Letter of Credit

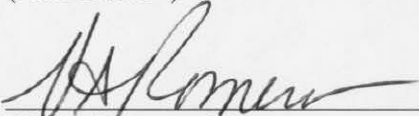
AGENCY hereby releases and reconveys to CONSULTANT that certain letter of credit in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000) from Bank of Manhattan (now Plaza Bank) deposited by CONSULTANT in lieu of a performance bond and held by the AGENCY under the Agreement. AGENCY agrees to execute such reasonable documentation as necessary to effectuate this section.

4. Remainder of Agreement Incorporated

Except as expressly modified herein by way of this First Amendment, the Agreement is hereby incorporated fully herein by this reference, and shall remain binding and enforceable on the Parties.

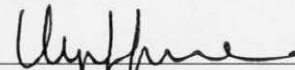
IN WITNESS WHEREOF, the Parties enter into this First Amendment as of the Commencement Date set forth above.

CITY OF MONTEBELLO
("AGENCY")


Vivian Romero, Mayor

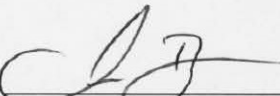
Date: 2/08/2017

SHAK ENTERPRISES, INC. dba
MONTEBELLO TIRE PROS
("CONTRACTOR")


Steve Goyajian, CEO

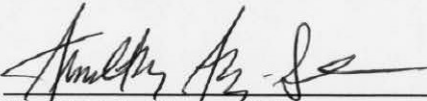
Date: 2-8-17

ATTEST:


Irma Barajas, City Clerk



APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
City Attorney

AGREEMENT 2787-A

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(AGREEMENT NO. 2787-A) BY AND BETWEEN THE CITY OF MONTEBELLO AND
SHAK ENTERPRISES, INC.**

This Second Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and SHAK ENTERPRISES, INC. dba MONTEBELLO TIRE PROS ("**Second Amendment**") is entered into this 10th day of July 2019, by and between Shak Enterprises Inc. dba Montebello Tire Pros ("**Consultant**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for City's Fleet Maintenance and Repair Services by and between the City of Montebello and Shak Enterprises, Inc. dba Montebello Tire Pros, dated August 22, 2012 (the "**Agreement**"), pursuant to which City retained Consultant to provide building and safety staff services, as further described in the Agreement;

WHEREAS, City, being mutually satisfied with Consultant's performance of the Agreement, desires to request Consultant provide additional professional services on a variety of projects as assigned; and

WHEREAS, Consultant desires to provide such additional professional services to the City;

WHEREAS, the Parties desire to approve this Second Amendment to memorialize their respective rights and obligations hereunder.

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

SECTION 1. Compensation.

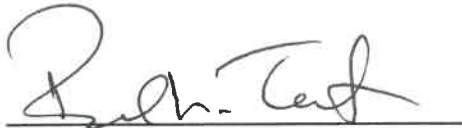
The total Compensation due Consultant under the Agreement for providing the professional services to City as described in the Agreement in an amount not to exceed \$275,000 for FY 19/20 agreement, and \$283,250 for FY 20/21 agreement for the City's Fleet Vehicle Maintenance and Repair Services

SECTION 2. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Compensation, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

Shak Enterprises, INC. dba Montebello Tire Pros



Paul L. Talbot
Interim City Manager

Steve Boyajian, CEO
Montebello Tire Pros

ATTEST



Irma Barajas, City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-1

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

January 27th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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

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D 3 – Facility Inspection Report

D 4 – City-Wide Fleet Composition

Exhibit E -- Statement of DBE Participants

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

Exhibit G – Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter of Credit Certificate

Exhibit K – Bank Draft

INTRODUCTION

The City of Montebello (“City”) is soliciting proposals (“Proposals”) from highly qualified Contractors (“Contractors”) to provide vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis. It is essential that the City properly maintain its citywide fleet to ensure reliable and efficient public services are provided to the residents of the City of Montebello and neighboring communities. The services included in Request for Proposal (“RFP”), No. 22-1 (“RFP No. 22-1”), will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

As Los Angeles County continues to recover from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to select a local vendor who possesses the relevant knowledge and experience necessary for the citywide fleet vehicle maintenance and repair services.

DATE: January 27th, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL NO. 22-1
TITLE: CITY OF MONTEBELLO

CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

The City is soliciting Proposals from highly qualified Contractors to provide vehicle maintenance and repair services for all city-owned and operated vehicles. The services included in RFP No. 22-1 will be used by multiple departments (e.g., Transportation, Police, Public Works, Recreation and Community, and Fire) that operate city-owned vehicles.

A Pre-Proposal Meeting will be held on **Tuesday, February 15, 2022**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting. Proposers must abide by all Federal, State, local, and City coronavirus (COVID-19) protective measures (e.g., face coverings) at all times while onsite.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

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

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will receive a response in accordance with the guidelines contained herein. Responses will be provided in writing to all prospective Proposers and posted on the City's website. Responses to questions or comments regarding RFP No. 22-1 provided by any other department or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, March 24, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 22-1. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to

participate in the performance of contracts and subcontracts financed in part or whole under RFP No. 22-1, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	January 27 th , 2022
Pre-Proposal Meeting	Tuesday	February 15 th , 2022
Deadline to Submit Questions	Thursday	February 24 th , 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	March 8 th , 2022
Deadline to Submit Proposals	Thursday	March 24 th , 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of April 11 th , 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 52	
3	Licensing, Permits, Certificates, and Taxes	Page # 12	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Price Sheet for Services Turnaround Time Schedule Facility Inspection Report City-Wide Fleet Composition	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Stand-By Letter of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 24, 2022.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of RFP No. 22-1.

All requests for exceptions or deviations as a result of RFP No. 22-1 shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 22-1, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in RFP No. 22-1, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the documents in RFP No. 22-1. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the agreement ("Agreement") shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in RFP No. 22-1 will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of RFP No. 22-1, the Proposer shall notify the City's Point of Contact in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The previously mentioned addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **3:00 PM, Tuesday, March 8, 2022**. No questions will be answered individually by the City.

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

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

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

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

DEFINITIONS

Proposer/Vendor/Contractor	Any manufacturer, firm, company, or agency providing services, equipment, software, or supplies for this RFP.
User Department	The various City departments utilizing the services, provided under this contract from Contractor.
Customer Vehicle Coordinator	Individual(s) assigned by a City Department to be responsible for initiating, reviewing, and approving vehicle equipment repairs, disposals, specifications, and maintenance on behalf of that user department.
City	The City of Montebello, a municipal corporation.
Contract	The final, written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which will be included with the Contract Documents.
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
RFP	Request for Proposal
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements, and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work" or "Scope of Services."
City Recognized Holidays	The Holiday schedule changes each year, and therefore contractor shall obtain an annual update of recognized holidays.
Downtime/Vehicle Turnaround Time Standards	Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or preventive maintenance work.
Work	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Proposer to generate the results specified, indicated, or implied in the requirements described in the contract Statement of Work and/or Specifications.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
Automotive Fleet Management Information System (AFMIS)	The Independent Service Contractor (ISC) shall have a fleet management information system that shall be used to track City vehicles, assigned to this contract, and shall include the ability to track and report the following: Preventative Maintenance, Schedule Maintenance, Parts usage, by vehicle, Parts Expenditures by Vehicle, Individual Vehicle Summary Reports, to include all these items, in addition to current mileage and department vehicle is assigned to.
Assets	This term refers to vehicles, light duty trucks, heavy duty trucks and vans
Vehicle Classification	City's vehicle classification approach (used in AFMIS to classify assets) uses the Standard Vehicle and Equipment City assigned vehicle number and manufacture type, year, and fuel type.

DISCREPANCIES AND MISUNDERSTANDINGS

Proposers must satisfy themselves by personal examination of any worksite, assets, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposer shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the City, and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to RFP No. 22-1, they shall do so on a prime-sub-Contractor-basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any

form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

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

CONTRACTOR RESPONSIBILITIES - GENERAL

The Contractor shall furnish all supervision and labor needed to manage and maintain the fleet in a state of repair consistent with the performance standards and service specifications identified in this Statement of Work (SOW). The Contractor shall purchase, supply, and manage inventory of materials and parts pursuant to the provision of such services. The Contractor shall be responsible for providing any tools and equipment needed to provide services. The Contractor shall be responsible for managing City vehicles, in this SOW. The Contractor will be required to provide maintenance and repair services to vehicles as needed within the City.

SUPPLIES, MATERIALS, EQUIPMENT AND/OR SERVICES

It is hereby agreed that the Contractor shall provide the supplies, materials, equipment, and/or equipment in conformation with these General Specifications, any and all Special and/or Technical Specifications detailed in the Scope of Work Section contained in this proposal package.

WARRANTIES AND GUARANTEES

The Contractor will deliver to the City, along with the supplies, materials, equipment, and/or services, all supplier's and manufacturer's warranties and guarantees covering the "requirements" provided under the contract.

The Contractor shall make the following warranties concerning the "requirements":

- They shall conform to the specifications.
- They shall be of good material and workmanship and be free from defects and be functionally acceptable.
- They shall be suitable for their intended use(s).

They shall not infringe upon any United States or foreign patent. In providing them, the Contractor shall have complied with applicable Federal, State, and local laws and regulations.

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City. In addition, none of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of the City.

The Contractor, at its own expense, shall secure all permits and licenses necessary to the performance of the contract. Failure to do so constitutes grounds for termination of the contract.

The Contractor shall, at its own expense, obtain and pay premiums for any required insurance(s) for the operation of its services. Proof of insurance coverage must be made available to the City.

SERVICE AGREEMENT GUARANTEE

- Furnish services described in the solicitation and resultant agreement at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
- Enter upon the performance of services with all due diligence, and assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents.
- All services to be inspected or reviewed by a representative of the City or designated agent at any reasonable time and place selected by the City. The City will be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the agreement.
- Stipulate that the presence of a representative of the City as a Quality Assurance Inspector will not lessen the obligation of the Contractor for performance in accordance with the agreement requirements, or be deemed a defense of the part of the Contractor for infraction thereof. The inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the agreement documents. Any omissions or failure on the part of the inspector to disapprove or reject any work or material will not be construed to be an acceptance of any such defective work or material. Notification of an omission of failure will be documented by the City.

INTENT/OBJECTIVE AND GOALS

The City intends to establish cost and performance standards for fleet maintenance with a system of rewards and liquidated damages to the Contractor for attainment/failure to meet these standards. The City has determined a fee of one hundred dollars (\$100.00) per day, per incident, will be assessed against the Contractor for each discrepancy which is not corrected within three (3) days of notification to the Contractor.

- **Vehicle and equipment reliability - <1 breakdown/25,000 miles of service**
- **Completion performance - 100% of all work orders (WO) done on schedule**
- **Unscheduled repair performance - 2% of all repairs returned for same work again**
- **Parts inventory and availability - No vehicle shall set more than 3 days because of lack of parts: written approval required**
- **Quality of workmanship - 100% of all repairs completed satisfactorily**
- **Computerized maintenance software - all information will be available on electronic medium; monthly reports due the 10th**

- a. Product and Labor Warranty - Contractor will submit all warranty claims within 30 days and credit the City.
- b. Police Patrol Units - no more than three (3) patrol units on hold at any given time; written approval required.
- c. Achieve a maintenance and repair turnaround rate of less than 24 clock-hours 80 percent of the time and a turnaround rate of less than 48 clock-hours 95 percent of the time
- d. Provide excellent overall customer service
- e. Achieve a high standard of fleet safety and reliability
- f. Create a fleet maintenance environment where the City's Independent Service Contractor (ISC) will be the fleet maintenance service provider of choice.
- g. Minimize fleet management maintenance and repair cost and therefore, overall fleet cost and costs to the City.

The City intends to conduct a two-step procurement for these fleet repair management and maintenance services. Step one (1) is evaluation of the written submittal and oral interview response to this RFP. Step two (2) is negotiation of the final agreement with the qualified Respondent whose proposal is ranked the highest.

The City expects the final agreement to be similar to and include all the work elements of the Statement of Work within this RFP. The City may elect to conduct oral presentations to clarify any uncertainties in the proposal. Oral presentations may be required by senior management of the contractor who have the ability to answer all questions regarding their proposal within **thirty (30) days** after receipt of bids.

PERFORMANCE OF WORK

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

TIME AND CONSIDERATION

If the Contractor fails to make delivery of the supplies, materials, equipment and/or services within the specified time, or fails to perform any of the other provisions of this contract, the City has the right to terminate the contract for default. If in the opinion of the City, the failure to deliver results from supplier negligence to perform as specified, the liquidated damages clause, may be enforced.

All disputes that might arise under this contract and cannot be resolved between the Contractor and the City will be handled through the Purchasing Agent's Office.

If, in the opinion of the City, it is the best interest of the City to terminate the contract, for convenience, the City agrees to only pay for supplies and/or services delivered or performed by the Contractor at time the Contractor is made aware of the termination notice.

Any such termination notice shall be affected by delivery, to the Contractor, of a notice of termination specifying the extent of performance under the contract being terminated and the effective date of termination.

LIQUIDATED DAMAGES

In the event that the supplies, materials, equipment, and/or services are not delivered and/or performed by the Contractor as expected, a liquidated damage provision in the sum of the difference in cost for the City to acquire the supplies, materials, equipment, and/or services from an outside source plus administrative fees will be deducted from the next order to the winning Proposer of the original contract. However, any delay in delivery of supplies, materials, or equipment and/or services shall not initiate the liquidated damages provision of the contract if the delays are determined by the City to be beyond the control of the Contractor.

Definition of delays beyond the control of the Contractor: Delays can include, but are not limited to, disaster declaration by Acts of the Government of the United States; Government of the State of California; Government of the City of Montebello (in either its sovereign or contractual capacity): guarantee restrictions; and strikes. In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If delays are caused by the default of a subcontractor(s), the assessment of damages against the Contractor shall apply.

AWARD OF CONTRACT

The Agreement resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council, or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- Accept all or any part of a proposal;
- Reject any or all proposals for any reason;
- Waive any informality or minor errors to the extent permitted by law;
- Award the Agreement as the interest of the City may require;
- Cancel the entire RFP; or
- Issue subsequent RFP's.

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

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

No Agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement ("Agreement" see Section 7 – Form of Contract [Sample]) and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal, and to award the Agreement as the best interests of the

City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

POINT OF CONTACT

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

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

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

EVALUATION OF PROPOSALS

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

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

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

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

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	Project Management Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	30 points
TOTAL		75 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer’s Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion **(25 points)**. All other Price Proposals will be scored as follows:

$$\text{Proposer Price Score} = \text{Best Price Proposal} \times 25 \text{ (Total Points Available for Price Evaluation).}$$

SECTION 4 – OTHER REQUIREMENTS

CONTRACT DOCUMENTS: Oral Changes / Contract Termination

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.
- (b) Contract Termination: The City may terminate any resulting Agreement for convenience at any time by giving the Contractor written notice thereof. Upon termination, the City shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the City to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, the City shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Contractor breaches the terms or violates the conditions of the Agreement, and does not within ten (10) days, thereafter, cure such breach of violation, the city may immediately terminate the Agreement for default. The Contractor shall be liable for any and all costs incurred by the City as a result of such default.

BOND REQUIREMENTS

Bid Guarantee

During the proposal submission, the Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 10% of the total bid price.

In submitting this bid, it is understood and agreed by Contractor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive. (Exhibit H. Performance Bid Guarantee)

Performance Guarantee

A Performance Guarantee in the amount of 10% of the Contract value is required by the City to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Contract execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 10 percent or more of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The City will only accept the Irrevocable Stand-By Letter of Credit if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 10% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond the amount of 10% of the Contract value must be furnished by the Contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

PARTS OPERATION

Procuring, Stocking, and Issuing of Parts

Parts Inventory

The Contractor shall procure, stock, and furnish all new parts, materials, supplies, and fluids required for the operation and maintenance of all City vehicles in accordance with parts management practices acceptable to the City and meeting all relevant OEM and City standards/specifications.

Parts Ownership

All parts shall remain the property of the Contractor or the Contractor's supplier until such time as they are used to repair or replace a defective part or component on a City vehicle.

Parts Management

The Contractor shall issue/charge all parts, material, and labor hours in the Contractor's AFMIS, on all repairs/work performed on City vehicles.

Cannibalization of Parts

The Contractor shall not cannibalize parts from City vehicles for use on other vehicles, without the prior written approval of the City's Project Manager (PM). Upon the City's request, the Contractor must return replaced parts to the City.

Parts Costs

At times, the City has market-favorable pricing concerning parts, tires, etc., through its procurement contracts, and/or GSA schedule pricing. The Contractor may be granted permission to purchase parts through the City's channels if the Contractor so desires. Furthermore, if conditions or pricing warrants, the Contractor shall make every effort to purchase certain parts from the City's contract or the GSA and National Joint Powers Alliance (NJPA) contract whenever a cost saving exists.

Quality of Parts to be furnished

Parts used to maintain and repair the fleet must be equivalent to or exceed the specifications of OEM. However, if the OEM has updated the quality of the parts for current production, parts supplied under this contract must be equivalent to or exceed the updated quality.

Note: The City reserves the right to exclude the use of specific part brands or specific components on City vehicles.

City vehicles under warranty and/or emergency and first responder vehicles (e.g., Police and Fire) that have failing or defective parts shall be replaced with the OEM. For instance, defective or failing parts of Ford, GM, or Dodge shall only be replaced with genuine OEM genuine Ford, GM, or Dodge parts only.

Tires

The Contractor shall ensure comprehensive tire services that include, but are not limited to, tire replacement, repair, inspecting, balancing, and field tire services. All tire replacements are to be new tires of the same size, type, load, wear, and traction ratings as provided by the OEM unless otherwise approved in writing by the City.

The Contractor shall follow all OEM tire repair guidelines for City vehicles and must have a tire repair

process in place from the OEM of the tires. All emergency vehicles do not qualify for any tire repair and must be replaced with a new tire. The Contractor shall be responsible for all tire repairs that cause damage to a vehicle.

The Contractor shall obtain three quotes for all tires used on City Vehicles and retain on file for each vehicle affected, or use City contracts. There shall be instances that the Contractor may only purchase tires from a specific OEM, for example, Police Cruisers, and therefore must document this practice and discuss it with the PM.

Note: Tires on all emergency and first responder vehicles which are discovered to have met the useful life and/or damaged in the day-to-day operation (e.g., Nail, collision, alignment issues, etc.) shall be replaced with new tires that are designed for emergency and first responder vehicles to meet the particular vehicle application and size designated by the vehicle OEM. Any new tires replaced on any one axle requires the replacement of both tires on that specific axle. The tires that have been removed from the emergency and first responder vehicles must be inspected for reuse on applicable City vehicles with the same tire requirements based on vehicle OEM specifications. The Contractor must be confident and perform a safety inspection to ensure the reuse of the emergency and first responder vehicles' tires are safe to operate on City vehicles.

Rebuilt/Remanufactured Parts

Rebuilt/remanufactured parts must conform to the OEM's reconditioning tolerances and the warranty shall be tracked and monitored to ensure that the City is not charged for any warranty part which was found to meet the warranty guidelines of the specific part/component that failed during the warranty period.

FACILITIES AND EQUIPMENT

City Facilities

The City has multiple departments that retain City vehicles; the Contractor shall ensure that the vehicles are free of leaks (oil, coolant) that may impact the environment and storm drains.

Potential Safety or Environmental Hazards

The City does not warrant or guarantee against the possibility that safety or environmental hazards, or potential hazards may exist at the facilities. The Contractor will be responsible for identifying any potentially hazardous conditions caused by a City vehicle for which the contractor is responsible for, and notifying the City of these conditions as soon as possible.

Days and Hours of Operation

Contractor shall provide all services as set forth in this Contract Monday through Friday during Contractor's normal business hours. The City will be open from **7:30 a.m. to 5:30 p.m.** unless otherwise notified by the PM in writing. The Contractor is not required to perform services on City recognized holidays unless an emergency condition has been declared.

Hours for individual facilities are subject to change according to customer requirements. Any changes in facility hours will be mutually agreed upon and placed in writing by the Contractor and the PM.

Regulatory Permits/Certifications

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications necessary to provide Services pursuant to this Contract.

Supplies/Tools/Portable Equipment

Contractor shall provide, at their sole expense, all shop supplies, tools, and portable equipment necessary to perform all services set forth in this Contract.

Security & Safety

The Contractor is responsible to ensure the safe keeping of all City vehicles at facilities. Any vandalism, theft or damage to vehicles determined to be the responsibility of Contractor, by failure of safekeeping, shall be repaired at the expense of the Contractor. The Contractor's Project Manager or designated representative will provide an immediate oral report followed by a written report of any incident/accidents that occur on City property. The written report is due within twenty-(24) hours of occurrence or discovery of occurrence to the PM. The Contractor shall furnish and maintain safety supplies and equipment, including first-aid kits, eye wash and flashlights at its facilities. The Contractor will use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

Facility Maintenance Tasks

The work performed at the Contractor(s) facilities is a reflection of the City and therefore shall maintain a positive image within the community and on behalf of the City. The Contractor shall ensure its facilities are maintained and will be responsible for housekeeping and supplies, which includes janitorial service. Maintenance services of contractor's facilities will be cared for by the Contractor as follows:

Facility Inspection

The City reserves the right to inspect all facilities operated by the Contractor in the performance of this Agreement and note any deficiencies on Exhibit D3, Facility Inspection Report. The Contractor will be provided a copy of the facility inspection report on the day of inspection and shall be responsible to rectify any deficiencies within the period specified on the report. The City will inspect the facility prior to award and yearly thereafter or sooner if Contractor is reported to be in violation of any City, County, or other governing agency as part of doing business in the State of California.

ESTIMATES**Requirement**

The Contractor will provide estimates, where appropriate, before major work is done; for example: Transmission, Engine, Differential, or other major part or component repair beyond normal preventative maintenance, and use Motor labor Time Guide or Equivalent to establish reasonable time standards.

Repairs estimates must be analyzed by the City to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the City. The City will make the final determination on replacement.

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair estimates for insurance claims, transportation of vehicle to/from repair site (when possible), repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. Contractor must document three (3) competitive estimates, if unable to get at least three (3) or more, contractor shall document the contractors it contacted for the estimates for all accident repairs. **Note:** Accident repairs shall not be included in the target cost.

Labor Times

The Contractor will utilize mechanical labor times as published by the Motor's Labor Time Guide or equivalent, with City written approval, including proper allowances for combination operations (overlaps). The Contractor will obtain City written approval prior to using labor time not published in the Time Guide. All time estimates will be entered into the Automotive Fleet Management Information System (AFMIS).

Approval

The Contractor must obtain written approval (facsimile, electronic mail or electronic signatures are acceptable) by City Vehicle Coordinator or designee on all estimates prior to performing any work outside the normal preventative maintenance, unless prior written approval is already on file. If work is performed without prior written approval such work shall be at the cost of Contractor.

Excessive or Inappropriate Estimates

In those instances, wherein the PM determines the repair estimate to be excessive or inappropriate, or workmanship has failed to meet reasonable standards, the City may seek review or negotiate with Contractor for revisions in repair costs. The City may also, at its sole discretion, send the vehicle to a neutral party that performs the same type of work that may be in question, for estimates and/or repairs. If it is discovered that Contractor is considerably escalating cost and consistently beyond independent cost analysis, which will be available for contractor review, the City reserves the right to use other sources to perform the work, and to cancel the contract for frequent excessive cost estimates.

AUTOMOTIVE FLEET MANAGEMENT INFORMATION SYSTEM (AFMIS)

- The Contractor shall have an Automotive Fleet Management Information System (AFMIS) with enough functionality to track and perform all aspects of this SOW.
- Contractor shall demonstrate and provide print outs of the features and functionality that their AFMIS can perform.
- The Contractor will open all WO in AFMIS at the time vehicles are presented for service. WO status will be updated real-time. All parts and sublet transactions will be promptly recorded in AFMIS. The WO reviewing and scheduling capabilities of AFMIS will be used to their fullest possible extent to foster timely automated notification of repair schedules to affected city departments. AFMIS will be used to notify effected city department when vehicle services have been completed and vehicles are ready to be picked up. The City will be given limited access to AFMIS, as it relates to the vehicle contract. This will allow AFMIS to deliver notifications of work-order and service completions to the person most directly involved with the daily utilization of the vehicles. Further, it will allow the effected City department to view the status of any vehicle that is in the contractor's facility for service and repair.

Safe Computer Practices

Contractor shall maintain safe computer system practices and ensure that City data is protected from destruction and/or viruses. Secure passwords will be established for each computer-using Contractor employee and the Contractor will ensure that employees with passwords properly protect their usage.

Data Integrity

The Contractor will not allow any users access to programs that change or delete data without the written permission of the City. The Contractor shall follow applicable policies for adding or modifying any information relating to City vehicles in their AFMIS.

Report Provisioning

The Contractor will have ability to run reports for PM in relation to the City vehicles that shall include per-vehicle expenses, department assigned vehicle expense, total current expenses and mileage, and labor costs to include most common part/component failure of City specific vehicle or vehicles.

Monthly Report: The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but not be limited to:

- Maintenance and Repair costs for the month by City Department.
- Performance reviews in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- Costs for accidents and other items not included in original proposed costs.
- Number of shop orders and quick fixes.
- Number of service calls.
- Number of vehicle work-orders scheduled/completed on time.
- Downtime by category and in total.
- Cumulative records of sub-contracted work.
- Total labor hours expended.
- Total parts cost.
- Problem/accident summary.
- Goals achieved and goals for the next month

Annual Summary Report: The Contractor shall provide the City with a written annual report. The annual report shall contain a summary of the year's activities, performance standards met and unmet and other relevant information, by January 30th.

PERFORMANCE REQUIREMENT SUMMARY (PRS)

Listings of Services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the body of the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the body of the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the body of the SOW, PRS, the meaning apparent in the Contract and the body of the SOW shall prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the body of the SOW, that apparent service will be null and void and place no requirement on Contractor.

The City shall monitor Contractor's performance under the Contract in accordance with the PRS. When the Contractor's performance does not conform to the requirements of this Contract, the City shall have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the City. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the City to

have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the City, shall be credited to the City on the Contractor's future invoice. This section does not preclude the City's right to terminate the Contract, as provided for in the Contract.

QUALITY ASSURANCE PROGRAM

The Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of defined fleet and for the upkeep of the contractor's facility(s). The program shall include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor shall provide a detailed Quality Assurance Program within thirty (30) days of approval of contract. The plan is subject to approval by the City and shall address, at a minimum, the following items before notice to proceed is issued:

- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives
- Quality Control Processes

RECORD KEEPING AND REPORTING

Contractor Records

Upon prior notice by the City, the Contractor shall provide authorized City representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda, and shall provide to the City cost verification for work.

Reference Files and Procedures

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all WO, inspection records, and supporting documentation such as towing receipts, sublet receipts and the like generated on each vehicle. The folder shall also contain the vehicle's make, model, year, and serial number (VIN if appropriate), warranty information, most recent mileage, and invoice information.

AFMIS Requirements

The Contractor will utilize its own approved AFMIS to maintain an electronic record keeping and reporting system for all services performed on the City's fleet.

Ownership of Records

All reference files and procedures and all electronic data is the property of the City upon completion or termination of the contract.

CONTRACTOR PERSONNEL

The Contractor will staff facilities in such a manner as to permit it to achieve the performance standards and meet all of the other requirements of this SOW.

Selection of Personnel

Contractor's staffing plan must include all performing work referenced herein. The plan must include an organization chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification.

The Contractor shall have the responsibility for selecting personnel to perform the services outlined in this Statement of Work and for determining and providing wages, salaries, and benefits for its employees. The Contractor's Project Manager and Operations Manager shall have proven technical and managerial experience in the field of fleet management, maintenance, and repair.

Changes in Personnel

The Contractor shall notify the City of changes in personnel (Project Manager and/or Operations Manager). The Contractor's proposal to change its Project Manager and/or Operations Manager must include a transition plan.

Uniforms

All employees, including porter, shall wear uniforms which shall include the Contractor's and employee's name in a visible location and a legible color and style. Uniforms are to be kept clean and in good repair. All uniforms will be provided by, and at the Contractor's expense.

TOTAL CONTRACT COST

Pricing Schedule

Contractor pricing is set forth in Pricing Schedule, Exhibit D1. The Contractor will not invoice, and the City will not pay for any services not set forth in the Pricing Schedule, Exhibit D1, unless agreed upon by the City's designated approval authority.

Note: Contractor shall pass onto the City all promotional specials, and or discounts offered to the general public, to any and all City vehicles that are in for repair during the promotional dates/offer, for example: City vehicle in for oil change shall receive the promotional offer and include all aspects of the promotion.

Target Cost (Estimated Annual, Smog, Car Wash, Tune up)

Target Cost: The cost proposal which is the Contractor's operating budget for each year of this contract is the target cost for the initial year and shall be determined from the proposal submission. Contractor's fee for services will be based on a fully burdened labor rate and parts costs.

General Conditions of Proposal

The General Conditions of Agreement between the City and Contractor are included in this SOW.

Contractors Relationship to the City of Montebello

Contractor as an Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant, or employee of the City. The agreement will specify the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of,

or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; and despite such subcontracting the City shall deal through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor and will be held to the same insurance coverage etc.

Costing Methodology

Cost Proposal

The cost proposal, which shall be the Contractor's operating budget for each year of the Contract, shall include the following cost items:

- a. Hourly Rate, fully burdened
- b. Parts/supplies/outside services used to perform WO/Safety inspections.
- c. All items identified in Exhibit D1.

Mechanical Labor Hourly Rates

Contractor hourly rates shall not exceed the hourly rates stated in the Pricing Schedule. All related administrative costs shall be 100% burdened in Contractor's mechanical shop hourly rates. Contractor may subcontract at rates equal to or lesser than the Contractor hourly rates set forth in the Pricing Schedule.

Cost Savings initiatives

In addition to the Contractor's cost and fee, the Contractor shall look for and propose cost saving initiatives to the City to mitigate or offset any foreseen issues from a particular type of vehicle that the City owns or provide input on the type of vehicle that the City should consider, based on fleet use and experience with fleet and or knowledge of new technology that is new to the market.

Adjustments in the Approved Budget Changes in the Size or Mix of the Fleet

The maintenance and repair service cost may be adjusted, by mutual consent, to correspond to increases or decreases in the fleet size, or adding new vehicles in each class. These adjustments shall be as fleet composition changes, and or reviewed quarterly.

Unusual Cost

The Contractor may petition the City for an adjustment to the approved budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, "Unusual Changes" shall mean items not covered by this Contract, which occur through no fault of the Contractor; the term shall not include price increases arising in the ordinary course of business. The amount of any adjustment pursuant to this paragraph shall be determined by mutual agreement.

Annual Adjustments

Should the City choose to exercise future year options, the cost target, approved budget, including the Contractor's fee shall be negotiated for the second and subsequent years of the Contract.

Subcontracted Services

The Contractor will indicate on Exhibit D1, Pricing Schedule, and or supply City with actual cost of subcontracted services and identify services.

The Contractor shall be responsible for arranging, scheduling, and managing the performance of subcontracted services which cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing repairs. These outside

repairs may include transmission, engine and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The Contractor's plan for outside repairs shall be stated in the proposal and included in the target with exceptions as noted in the document. The plan shall list the name and address of proposed subcontractors.

The Contractor shall use the City's current vehicle body repair and painting services contractor, which provides body work, painting, and glass replacement services. The City encourages the Contractor to utilize subcontractor located Montebello where practical and economically feasible. The City and the Contractor shall periodically and informally review the plan to ensure that the outside repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Note: The Contractor will solely accept subcontractor invoices.

Parts

The Contractor's parts pricing shall be the Contractor's actual net part cost, as described in paragraph plus Contractor's markup percentage as set forth in Exhibit D1.

Hazardous Waste Disposal Charges

Hazardous waste disposal charges are the responsibility of the contractor and shall be included in the WO/Safety Inspection charges that contractor would normally charge to all customers and or include in promotional services that contractor will pass onto the City if the vehicle is in for service during the contractor's promotion.

City's Right to Review Billing Documentation

The City reserves the right to review additional documentation to be provided upon the City's request to the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers.

CONTRACTOR'S WARRANTY

Contractor's and Subcontractor's Work Warranty

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of the City fleet to include taking the vehicle to the dealership that represents and or is authorized to perform warranty work on all equipment/vehicles under warranty, for example if it is a Ford vehicle or Chevrolet vehicle under warranty and on Ford or GM is authorized to perform repairs the contractor shall deliver the vehicle to the appropriate authorized dealer. The Contractor will seek authorization from various vehicle and equipment manufacturers to perform warranty work on city-owned equipment. Such work will be reimbursed directly to the Contractor by the equipment manufacturer and the City will be held harmless from payment for such work.

Contractor and all Subcontractor furnished materials, parts, and workmanship shall be free from defects for a minimum period of 12 months or 12,000 miles, whichever occurs first; except as noted below or per the original equipment manufacturer's warranty specification, whichever is greater. Any part warranties provided by the manufacturer that exceed the minimum requirements listed below shall be passed through to the City with written notification of such extended warranty made by the Contractor to PM at time of part installation.

All replacement parts purchased and installed on the City's vehicles shall receive the new warranty that is given by the parts supplier or manufacture for that particular item, for example: Installing/purchasing a

new starter may have a 3-year or lifetime warranty, and therefore it would be applied to the City vehicle it was installed on, and the contractor is expected to track all warranty.

CONTRACTOR'S CONTINGENCY PLAN

Contractor shall have a contingency plan in place to address any interruption or reduction in Service during the term of the Contract due to work stoppages, slowdowns, or Contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required Services by whatever means available and shall incur all related costs necessary to provide repair and maintenance services as specified in the Contract. Should Contractor fail to supply an alternate service, City shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

TRANSITION PLAN

Contractor shall provide a transition plan within fifteen (15) days of Contract execution and shall include Contractor's resources, startup operations, detailed staffing plans, activities, and timeframes necessary to provide the requirements specified in this SOW.

CONTINUITY OF SERVICE

Phase In - Phase Out

If upon expiration or termination of the Contract, the Contractor is not chosen to continue in its role, the Contractor shall, upon written notification from the City, provide phase-in/phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor shall be reimbursed for all reasonable transition costs, which accrue within the agreed period after contract expiration or termination. The Contractor shall cooperate with the successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services called for by the contract. Toward this end, the Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

SECTION 5 – QUALIFICATIONS

To be considered responsive to the RFP, Proposers must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. List and describe a minimum of three (3) projects or experiences, similar to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Contractor shall ensure

Contractor personnel report to assigned workstations on time and that contractor facilities are staffed during established facility operating days and hours.

- C. Contractor personnel shall be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon City request.
- D. Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License applicable to the vehicle class they are driving.
- E. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- F. The Proposer's firm or company has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- G. The Proposer's firm or company is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws, and apprenticeship laws.
- H. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 - SCOPE OF WORK

TIME & MATERIAL SERVICES

The Contractor shall perform the following services and other related services as may be required to ensure the continuity of effective and economical operation of the City's fleet on an as-needed basis. The Contractor shall furnish all necessary supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the fleet in a state of repair and services in accordance with fleet management best practices and performance standards specified in this SOW. Additional repairs and services may be specially requested under an as-needed basis upon the approval of the PM. The Contractor shall be expected to provide maintenance and repair services in such a manner as to minimize disruption to the City's daily vehicular operations.

The Contractor shall use the Forecaster and Scheduler modules in the Contractor's AFMIS to schedule the corresponding services with the Manager or their designee. The Contractor shall be responsible for vehicle pick-up and delivery in accordance with the scheduled services established. The Contractor shall notify the PM or their designee prior to pick-up or delivery. Concerns related to lack of notification or constantly unavailable vehicles shall be addressed immediately to the PM to minimize further schedule interruptions.

Note: The Contractor's representative must be insured and possess a valid Class C driver's license to operate any City vehicles; a valid Class B driver's license is required to operate any heavy-duty City vehicles. In addition, the Contractor's representative must have a good driving record and meet the following criteria:

- A. Have a minimum of two years of Class C or B experience.
- B. No DMV points within the last twelve (12) months.
- C. No more than one (1) point within the last twenty-four (24) months.
- D. No failure to appear.
- E. No suspended license within the last twenty-four (24) months.

- F. No more than one (1) accident within the last twenty-four (24) months; and
- G. To provide a DMV K4 Driver's Record (K4) upon the award of contract and as requested. K4 must be recorded on file and updated bi-annually.

Downtime/Vehicle Turnaround Time Standards

The Contractor must meet and adhere to the turnaround times outlined in this SOW as required under the Turnaround Time Schedule (Exhibit D2). All maintenance and repair services must be completed within twenty-four (24) hours of the vehicle's delivery to the Contractor's maintenance facility.

No more than five percent (5%) of all vehicles shall be out of service for maintenance and/or repair services for more than forty-eight (48) hours of the vehicle's delivery to the Contractor's maintenance facility, except the following:

- **Accident, Misuse, Abuse, or Vandalism Repairs.**
Repairs cost less than \$2,000 must be completed within five (5) calendar days of estimate approval or released from the "held for investigation" classification. Repair costs \$2,000 or greater must be completed within ten (10) calendar days of estimate approval or released from the "held for investigation". The Contractor must report the noted damages of the vehicle delivered for repairs to the PM or their designee in writing by the close of the next business day.
- **Vehicles Awaiting Repair Authorization from City.**
In the event the Contractor is awaiting authorization from the City to proceed with a given repair, the calculated turnaround time accounts for the duration from the start to the completion time of the WO minus the notice to proceed period wait time. Notation of the City's authorization approval shall be recorded in the WO notes section in addition to the appropriated status codes to start and stop the clock within the AFMIS. These notes should detail the notification's date, time, name of the City's designee, proposed repair description, and estimated costs that require the authorization.
- **Major Component Failure.**
The City shall decide the total amount of time allowed for major component failure repairs. Major components include but are not limited to:
 - a. **Engines:** Engine failure due to worn rings, blown head gasket, and/or any major engine rebuilt work must meet with the following specifications:
 - Engine rebuilt must be equivalent to or exceed OEM specifications, including all OEM and common failures/concerns updates.
 - Pistons and bearings shall be replaced with new parts only.
 - Black honing shall be torque plate honed.
 - The engine shall be live run tested for reliability.
 - All rebuilt engines shall have a 3 year/100K mile warranty.
 - All Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.
 - b. **Transmissions:** Transmissions rebuilt must be equivalent to or exceed OEM specifications, including all updates to the OEM and common failures/concerns. Police Pursuit vehicles require all the latest updates and models to ensure reliability due to the purpose of service vehicles. All transmissions shall have a 3 year/100K mile warranty. In addition, all Police Pursuit vehicles shall have an 18-month Nationwide Transferable Parts and Labor Warranty.

The Contractor must notify the PM or their designee in writing when a vehicle is in the Contractor's facility for more than 24 hours. The Contractor must advise the PM or their designee of the delayed reasons and the estimated time of arrival (ETA). Notation of such notification shall be recorded in the WO notes section of the AFMIS. These notes should detail the notification's date, time, name of the City's designee, delay reasons, and delivery ETA.

Comebacks, Reworks, and Rechecks

The Contractor shall perform comebacks, reworks, and rechecks, when a failure or symptom of failure relates to previous repairs and/or services performed on a vehicle by the Contractor or component thereof occurring with the warranty period.

General Vehicle Repairs

The Contractor shall perform all vehicle repairs in a manner consistent with contemporary professional standards. All repairs shall be completed in the most expeditious manner possible, and the quality of workmanship must be equivalent to or exceed OEM standards. Repairs requiring licensing or certifications shall be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs. The Contractor is expected to perform all general vehicle repairs with a high level of quality, as described above. However, certain maintenance and repair services require additional attention, as described below.

Vehicle Safety and Environmental Inspections

All BIT, clean natural gas (CNG) tank, Smog, Opacity, Type 08, and any other federal, state, or local required inspections must be properly performed and documented by a suitably trained and certified inspector in accordance with the inspection and legal requirements. The Contractor shall be responsible for coordinating all inspections, maintenance, and repair services to minimize vehicle downtime and provide maximum convenience for the City.

Smog Inspections: The Contractor shall be responsible for the annual State required smog emissions testing for diesel, CNG, and gasoline engines of the City's fleet. The City's government fleet number **GD930090** shall be used when any test is conducted to allow the **Bureau of Automotive Repairs (BAR)** to receive reports of tested City vehicles. An annual report of the entire fleet must be completed with proof documentation provided. Smog inspections are required as needed. City vehicles with VIN's ending in odd numbers shall be tested in odd years; VIN's ending in even numbers shall be tested in even years.

The Contractor shall provide the PM or their designee a list of vehicles with completed smog inspections done in the first half of the year and copies of all smog certifications annually in June. All required smog inspections must be completed by the first week of December annually. The Contractor must repair and retest vehicles that do not pass the smog inspections in a timely manner to ensure all vehicles pass inspections. The Contractor must request approval for any vehicle repairs that are greater than 25% of the value of the vehicle in writing. If the Contractor does not obtain approval from the City, the Contractor may be liable for all repair costs.

Road call and Towing Services

The Contractor shall use the City's current tow service contractor, which provides road call service and towing for all City vehicles twenty-four (24) hours a day, seven (7) day per week basis, within the City of Montebello.

The City shall provide the Contractor with the phone numbers of the City's tow service contractor.

Towed vehicles shall be transported to the Contractor's service facility for repairs during the Contractor's regular business hours; to the City's Transportation Facility after the Contractor's regular business hours, located at **400 South Taylor Avenue, Montebello, California, 90640**.

Quick Fix Repair Services

The Contractor shall provide a "Quick Fix" service for repairs that can be completed in less than one (1) hour. Quick Fix services are specified in the Motor Labor Time Guide (or other industry accepted time standards reference) or as established by the PM. Quick Fix services include, but are not limited to, tire repair/replacement and minor single item repairs (e.g., replacing belts, fuses, hoses, light bulbs, and wiper blades; topping off fluids; battery diagnosis and replacement). Quick Fix services shall be continuously available during the City operating hours. All Quick Fix services shall be documented with WOs entered in AFMIS real-time.

Technical Bulletins, Warranty & Recall Work

The Contractor shall be responsible for acquiring all OEM's technical service bulletins and recall notices pertaining to all applicable vehicles in the City's fleet. The Contractor shall disseminate technical service bulletin information to all supervisors and mechanics that repair and maintain vehicles in the City's fleet in a timely manner. The Contractor shall ensure that bulletin directives are followed unless otherwise directed by the PM.

Recalls and campaigns shall be created in the AFMIS by the Contractor.

The Contractor shall administer all warranties, recalls, and campaigns for vehicles, parts, and subcontractor repairs, including reimbursement collections for such work. The Contractor must seek authorization from the OEM to perform warranty and recall services. The Contractor shall be reimbursed directly from the OEM and the City shall be held harmless from payment for such work. The Contractor must provide copies of all records, reports, and proof documentations.

Road Testing

The Contractor must conduct road or appropriate operations tests on all vehicles serviced with safety related repairs or adjustments (e.g., breaks, steering, aerial lift, etc.). These vehicles must be deemed safe to operate by the Contractor prior to being returned to service.

The Contractor shall ensure all light bars on the City's emergency vehicles are covered prior to any on-highway use and/or operational testing.

Waste Management

The Contractor shall be responsible for disposal of all hazardous trash and waste generated in providing the services set forth in this SOW to include, but not limited to, used tires, parts, metal, oil, oil filters, antifreeze, fuel, Freon, batteries, and hazardous waste, according to all applicable laws and Environmental Protection Agency (EPA) regulations.

The Contractor shall provide appropriate training to the Contractor's employees and agents who work and handle hazardous materials to comply with all applicable laws and EPA regulations.

The Contractor shall develop and maintain contingency standard operating procedure (SOP) for handling a spill or other mishap on all hazardous chemicals and wastes. The SOP shall include materials' origin, use, transportation, ultimate distribution, and disposal. All disposals shall be in accordance with applicable laws and EPA regulations.

Welding and Fabrication

Welding and fabrication work related to repairs are an integral part of the service provided by the Contractor. The Contractor must provide an American Welding Society (AWS) certified welder to complete work on steel and aluminum. Additional certification requirements may be required to authorize the Contractor to provide services in the non-target category. The Contractor may subcontract these services.

Welding work included but are not limited to repairing and replacing the following: tailpipes, mufflers, towing hitches, boom rests, booms and supports, vehicle steps, tailgates, trailers, stiff legs, jacks, hinges, latches, brackets, housings, sleeves, bushings, and so forth.

Fiberglass repair and fabrication work included, but are not limited to, repairing and replacing the following: hoods, bodies, booms, buckets, steps, shields, doors, tubes, and so forth.

New Vehicle Preparation and Vehicle Disposal

The Contractor shall, upon request of the City, prepare retired vehicles and equipment for disposal. Preparation includes but is not limited to removing decals/logos, light bars, radio equipment, and special equipment on an as needed (time and materials) basis.

Emergency Services

The Contractor shall comply with the City's request to provide stand-by fleet maintenance and repair support during emergencies declared by the City. The City shall notify the Contractor with the details of the emergency situation and the anticipated service duration needed from the Contractor. The Contractor shall open their service center and provide services with an appropriate complement of personnel within twenty-four (24) hours of the required emergency services notification.

Note: The City shall compensate the Contractor in the event of a declared emergency at the rate and terms agreed upon.

CAR WASH & DETAILING SERVICES

Car Wash

If equipped, the Contractor shall provide car wash services at their facilities or at the approved Contractors' locations supplied by the City on an as needed basis.

City vehicles shall be washed and vacuumed after repairs and services, removing all paper mats, oils, fingerprints, etc., that may exist after services. Interior and exterior car wash services include, but are not limited to, full vehicle body wash, interior vacuuming, mirror, and glass cleaning, etc.

The initial cost shall include all cleaning, disinfecting, and other miscellaneous supplies necessary to accomplish the car wash services, whether included or contracted out.

Detailing Services

The Contractor shall offer detailing services on all vehicles on an as needed basis and shall perform detailing on all vehicles in accordance with the service interval of this SOW; scheduled every 6 months with the PM or their designee. The Contractor shall provide all cleaning, disinfecting, and other miscellaneous supplies necessary to provide detailing services.

The Contractor's detailing services shall include at a minimum:

- Wash all exterior surface
- Clean all interior surface

- Treat all exterior and interior plastic/rubber with applicable treatment for this application.
- Treat all tires with appropriate tire care solution
- Clean all interior and exterior windows and mirrors.
- Clean carpet and upholstery.
- Wax exterior of vehicle annually to protect the paint finish.
- Clean engine compartment, removing all dust and debris, annually, to include wash down or engine cleaning treatment to enhance visual inspection and detect any new leaks or surface potential concerns that may be hidden under debris/dirt.

Note: The Contractor shall not spray coating on the engine compartment after cleaning.

New Logos/Insignia

The Contractor shall be responsible for maintaining and installing all faded and updated City departmental decals/logos, bumper stickers, vehicle numbers, and any other identifying insignia as required by the City.

Note: The City shall provide decals/logos; however, the Contractor must provide advanced notice, if possible, within seven (7) days, to allow the City to obtain new decals/logos that shall be used by the Contractor.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2022, by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a highly qualified professional Contractor to provide the CITY with vehicle maintenance & repair services for over two hundred City-owned and operated vehicles on an as-needed basis. (“Project”); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals (“RFP”) dated January 27, 2022 (“RFP No. 22-1”) with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Contractor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of preference, all which are incorporated herein and made part of this Agreement, as though fully set forth herein.

- A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements,
- B. RFP No. 22-1;
- C. CONTRACTOR's Proposal dated [INSERT DATE]; and
- D. All other documents, including but not limited to, all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits.

These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedent shall be as set forth above.

SECTION 2. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONTRACTOR shall be compensated a sum not-to-exceed \$..... (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 3. TERM.

This Agreement shall commence on, 2022 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 6(B), 11, 12, 13, 14, 15, 19, 20, 22, 23 and 26 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the previously mentioned Project shall consist of (and are outlined in the following order of preference):

- A. RFP No. 22-1;
- B. Proposer's [DATE] Proposal for Comprehensive Operational Analysis (COA) and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 5. PERFORMANCE.

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

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

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, timecards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation

upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 6. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents, and employees harmless from and against all claims, loss, damages, expense, and liability arising from or connected with its use, reuse, misuse, modification, or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit, or any other damage.

SECTION 7. EXTRA SERVICES.

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

SECTION 8. CITY SUPERVISION.

CITY's Transportation Director ("Transportation Director") shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 9. TERMINATION.

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

A. **Termination for Cause.** In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any “non-refundable” costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 10. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 11. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 12. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 13. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 14. LEGAL RESPONSIBILITIES.

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

SECTION 15. INDEMNIFICATION.

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

SECTION 16. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and

effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

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

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

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the previously mentioned 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 previously mentioned policies are in effect in the required amounts and naming CITY, its officers, agents, employees, and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents, and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents, and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

CITY, its officers, and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 17. 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 18. 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 19. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 20. 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 21. 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 22. 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 the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 23. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered, or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
 City of Montebello
 1600 West Beverly Boulevard
 Montebello, California 90640
 CONTRACTOR

SECTION 24. 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 25. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates, and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 26. FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify CITY in writing of the causes for the delay. CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of CITY such delay is justified. CITY's determination shall be final and conclusive upon the Parties to this Agreement.

SECTION 27. ENTIRE AGREEMENT.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Name and Title

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-1

CITYWIDE FLEET VEHICLE MAINTENANCE & REPAIR SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

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

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D1
COST PROPOSAL SHEET

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
CITY VEHICLE SERVICES RFP NO. 00-00

The City of Montebello reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and make an award as may best serve the interest of the City.

By execution below, bidder hereby offers to furnish services and materials at the price and terms stated hereon subject to the specifications, instructions, and conditions, which are part of the Request for Proposal #00-00.

EXHIBIT D1

City Vehicle and Equipment Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Parts Cost</u>	<u>Cost Per Hour</u>	<u>Estimated Hours</u>	<u>Extended Total</u>	<u>Warranty Period</u>
1	Transmission Rebuild					
2	Engine Rebuild					
3	Porter to pick-up and return car to and from Departments:					
4	Car wash and prep, prior to returning vehicle to the Transportation Department:					
5	Annual Smog Check on all required Vehicles Gasoline & Diesel (Odd/Even Yr.)					
6	Annual Opacity Reading for all Diesel Powered Veh (Identified in Contract)					
7	Annual Boom Truck OSHA inspection					
8	By-Annual complete vehicle detail which includes engine and exterior waxing:					
Note: Tax is applied to all parts at the current City Tax Rate:		10.25%				

Hourly Rate

* **Contractors, fully encumbered, hourly rate of pay for all additional work**

\$

Business Name: _____	DATE OF SUBMITTAL: _____
Address: _____	
City: _____	STATE: _____ ZIP: _____
Phone Number: _____	FAX: _____
Rep.Name&Title: _____	
NAME	SIGNATURE

NOTE: BIDDER MAY USE THEIR OWN PRICING SHEET AS LONG AS IT COVERS THE SAME ASSOCIATED COSTS AS NOTED ABOVE.

EXHIBIT D2
TURN AROUND TIME SCHEDULE

CATEGORY	ALLOWABLE TIME
<i>Quick Fix</i>	1-HOUR
<i>Maintenance and Repair</i>	• 80% within 24 Clock-hours • 95% within 48 Clock-hours
<i>Body and Paint Repair</i>	• Not to exceed five (5) calendar days for repairs less than \$2000.00 • Not to exceed ten (10) calendar days for repairs more than \$2000.00 <i>"UNLESS WRITTEN AGREEMENT WITH CITY."</i>
<i>New Vehicle Preparation</i>	Two-(2) business days from receipt of preparation letter.
<i>Emergency Services Response</i>	Same Business Day

EXHIBIT D3

CONTRACTOR FACILITY INSPECTION REPORT

CITY OF MONTEBELLO

CONTRACTOR FACILITY INSPECTION REPORT

CONTACT PERSON	PHONE NUMBER
LOCATION	EMAIL ADDRESS
ADDRESS	
CONTRACTOR	

Mark "S" for Satisfactory or "U" for Unsatisfactory where applicable:

CONDITION	SHOP	OFFICE	RESTROOM	LUNCH ROOM	EXTERIOR
Unauthorized building alterations					
Facility and/or equipment unsecured					
Unauthorized material posted					
Safety and accident precautions not met					
Unclean conditions/appearance					
Flammable/toxic materials not properly stored/disposed					
Leaky faucets/hoses					
Cluttered areas/work benches					
Other – See below					

ACTION REQUIRED (UNSATISFACTORY RATING ONLY):

**COMPLETION
DEADLINE**

CORRECTIVE ACTION TAKEN (BY CONTRACTOR):

DATE REINSPECTION

COMMENTS (FROM CONTRACTOR)

**RECEIPT OF COPY
BY:**

CONTRACT PROGRAM MONITOR:

SIGNATURE

DATE

EXHIBIT D4

City of Montebello

EXHIBIT D4

Vehicle Inventory as of January 2022

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	CHEV	TAHOE	GREEN	1436238	1GNFC13018R213783		008014	283	GAS	Admin

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	FORD	ESCAPE	FORD ESCAPE	1258164	1FMCU02Z18KA28737		008010	010	GAS	BUILDING
2008	FORD	ESCAPE	FORD ESCAPE	1258163	1FMCU02Z28KA95721		008011	011	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258166	1FDWX34568EA05940		008012	012	GAS	BUILDING
2008	FORD	F-350	FORD F-350	1258165	1FDSW34578EB84572		008013	013	GAS	BUILDING

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1992	GMC	S-15	PICKUP	1509402	1GTC-S14Z7N8512336	55444	092075	075	GAS	GOLF

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1997	CHEV	EXT	PAL VAN		Duplicate -1GAHG39RXV1093850		197156	156	GAS	P.D.
1997	CHEV	ASTRO	CHEV ASTRO VAN	032638	1GNDM19W1VB121836		197157	157	GAS	P.D.
1997	KAWK	KAWK	MOTORCYCLE	06K42	JKAKZCP21VB515490		197163	163	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162476	2FAHP71WX3X194543		003335	335	GAS	P.D.
2003	FORD	CROWN VIC	FORD CROWN VIC	1162477	2FAHP71W13X194544		003336	336	GAS	P.D.
2003	FORD	F-250	PICKUP	1128634	1FTNX20LX3EB85379	T2	103197	197	GAS	P.D.
2005	CHEV	TAHOE	CHEV TAHOE	1183211	1GNEC13Z45R207370	S1	105219	219	GAS	P.D.
2008	FORD	TAURUS	BLUE	68UF074	1FAHP24WX8G102732		108230	230	GAS	P.D.
2008	FORD	TAURUS	GOLD	68TR221	1FAHP24W88G107329		108233	233	GAS	P.D.
2008	FORD	ESCAPE	FORD ESCAPE	1258602	1FMCU02ZX8KD84619	P5	108248	248	GAS	P.D.
2011	Hyundai	Sonata	Hyundai Sonata 2.4	UC	5NPEB4AC2BH214932		115207	207	GAS	P.D.
2014	HONDA	ST1300	HONDA ST1300	3004448	JH2SC5154EK200065	M1	116151	151	GAS	P.D.
2015	FORD	EXPEDITION			1FMJU1HT8FEF18975		115200	200	GAS	P.D.
2015	CHEV	PK			1GCGSBE37F1171404		115202	202		P.D.
2015	HONDA	4D		UNP	1HGCR3F87FA018016		115204	204	GAS	P.D.
2015	NISSAN	PATHFINDER			5N1AR2MN6FC608037		115205	205	GAS	P.D.
2015	DODGE	Durango	DODGE DURANGO	UC	1C4RDJAG1FC127926		115206	206	GAS	P.D.
2015	HONDA	ST1300	HONDA ST1300	3004449	JH2SC5153FK300207	M2	116150	150	GAS	P.D.
2015	FORD	EXPLORER		1489761	1FM5K8AR8GGA37032	1	116161	161	GAS	P.D.
2015	FORD	EXPLORER		1489763	1FM5K8ARXGGA37050	14	116163	163	GAS	P.D.
2015	FORD	EXPLORER		1489758	1FM5K8AR7GGA37037	17	116164	164	GAS	P.D.
2015	FORD	EXPLORER		1489759	1FM5K8AR7GGA37040	19	116165	165	GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2015	FORD	EXPLORER		1489760	1FMSK8AR6GGA37045	22	116166	166	GAS	P.D.
2016	Chevy	Malibu	Chevy Malibu	UC	1G1ZE5STXGF239374		116152	152	GAS	P.D.
2016	Chevy	Malibu			1G1ZE5ST0GF240601		116153	153	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe C1500		1GN5CBK5C5GR248065	CAPT	116154	154	GAS	P.D.
2016	Chevy	Tahoe	Chevy Tahoe		1GN5CBK5C8GR281139	CHIEF	115155	155	GAS	P.D.
2016	Nissan	Altima	Nissan Altima	UC	1N4BL3APXGC254410		116157	157	GAS	P.D.
2016	Chevy	Express Van	Youth Services		1GAZGPF6161326855		116167	167	GAS	P.D.
2017	Chevy	TAHOE	Grey - Tahoe		1GN5CBK5C0HR365747		117170	170	GAS	P.D.
2017	Ford		M.M.H.T.	1515051	1FMSK8AR1HGB00781		117171	171	GAS	P.D.
2018	FORD	VAN	Ford Transit Jail Van	1520635	1FTBW9CM8JKB41740	J1	118172	172	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR7JGC43515	5	118173	173	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	118175	1FMSK8AR0JGC43517	10	118175	175	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR2JGC43518	11	118176	176	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	1429239	1FMSK8AR4JGC43519	12	118177	177	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR0JGC43520	20	118178	178	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer		1FMSK8AR2JGC43521	21	118179	179	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520974	1GCGSBEA0J1306617	P-1	118180	180	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520973	1GCGSBEA7J1306694	P-2	118181	181	GAS	P.D.
2018	CHEV	COLORADO	Chev Colorado	1520975	1GCGSBEA5J1306287	P-3	118182	182	GAS	P.D.
2018	CHEV	TAHOE	Chev Tahoe	1553212	1GNLCDEC9JR361620	S-2	118183	183	GAS	P.D.
2018	FORD	EXPLORER	Ford Explorer	AF23E47	1FMSK7D85KGA96237	TR-2	16327		GAS	P.D.
2019	FORD	RESPONDER	Ford Crew cab	AF24S82	1FTEW1P42KKD57853	23	16311		GAS	P.D.
2020	FORD	EXPLORER	Ford Explorer	1601933	1FMSK8AB9LGC63643	9	16344		GAS	P.D.
2020	HONDA	ACCORD	Honda Accord		1HGCV1F14LA118573		16382		Gas	P.D. - Detective
2021	FORD	EXPLORER	Ford Explorer		1FMSK8AB3MGA07175	2	16373		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FMSK8AB5MGA07176	3	16374		GAS	P.D. - Patrol
2021	FORD	EXPLORER	Ford Explorer		1FMSK8AB7MGA07177	8	16375		GAS	P.D. - Patrol
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ4MUA01983	C1	16376		GAS	P.D. - Cadet 1
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA05039	C2	16377		GAS	P.D. - Cadet 2
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZ7MUA04604	C3	16378		GAS	P.D. - Cadet 3
2021	FORD	ESCAPE	Ford Escape Hybrid		1FMCU0BZXMUA01521	C4	16379		GAS	P.D. - Training
2021	FORD	ESCAPE	Ford Escape Hybrid	UC	1FMCU0BZ5MUA07310		16380		GAS	P.D. - Evidence
2021	HONDA	PILOT	Honda Pilot Silver		5FN9YF6H15MB013769		16381		GAS	P.D. - Detective
2021	CHEVY	TRAVERSE	Chevrolet Traverse	UC	1GNERLKW6MJ127924		16383		GAS	P.D.
2021	CHEV	SILVERADO	Chevrolet Silverado		1GCPWCED9MZ195754		16384		GAS	P.D.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

1994	MITSUBISHI	FUSO	BOX TRUCK		JW6AKE1H5RLD03018		194299	299	GAS	P.D.
2003	TOYOTA	CAMRY LE	GREEN	N/A	4T1BF32K33U543181		103291	291	GAS	P.D.
2005	FORD	EXPLORER	WHITE	5MQA639	1FMZU62E35UA32203	P1	105268	268	GAS	P.D.
2008	FORD	ESCAPE	GRAY	1257922	1FWCV02Z78KA03163		108273	273	GAS	P.D.
2008	CHEV	SUBURBAN	BLACK	N/A	1GNFC16088R105057		108285	285	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002038	JH2SC51789K600203	M1	109294	294	GAS	P.D.
2009	HONDA	ST1300PA9	MOTORCYCLE	3002036	F		109295	295	GAS	P.D.
2010	FORD	CROWN VIC	CROWN VIC	1337844	2FABP7BV6AX107097	T1	109297	297	GAS	P.D.
2011	TOYOTA	CAMRY LE	Toyota Camry LE		4T4BF3EK8B8R209101		111155	155	GAS	P.D.
2012	TOYOTA	HIGHLANDER	TOYOTA HIGHLANDER	UC	5TD2K3EH4CS073049		112166	166	GAS	P.D. - LEASED VEH
2012	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E02DR209421	S1	113156	155	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAHP2F89DG111981	DET	113150	150	GAS	P.D. - LEASED VEH
2013	FORD	TAURUS	FORD TAURUS	1348891	1FAHP2F85DG120189		113151	151	GAS	P.D. - LEASED VEH
2013	CHEV	CAPRICE	CHEV CAPRICE	1397585	6G1MK5R25DL820443	13	113153	153	GAS	P.D.
2013	CHEV	CAPRICE	CHEV CAPRICE	1397588	6G1MK5R23DL820442	15	113154	154	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS		1FAH2F86DG122808		113167	167	GAS	P.D. - LEASED VEH
2013	CHEVY	TAHOE	CHEVY TAHOE		1GNLC2E03ER138456	K9-1	114160	160	GAS	P.D.
2013	FORD	TAURUS	FORD TAURUS	1348868	1FAHP2F82DG113278		113200/113160	200	GAS	P.D. LEASED VEH
2014	CHEVY	TAHOE	CHEVY TAHOE	1397679	1GNLC2E08ER138419	K9-2	114161	161	GAS	P.D.
2014	FORD	TAURUS	GREY FORD TAURUS		1FAHP2F88EG124044		114162	162	GAS	P.D.
2014	FORD	EXPLORER	GREY FORD EXPLORER		1FMSK7F88EGA64934		114163	163	GAS	P.D.
2014	FORD	TAURUS	DARK BLUE FORD TAURUS		1FAHP2F84EG124042		114164	164	GAS	P.D.
2014	FORD	TAURUS	SILVER FORD TAURUS		1FAHP2F84EG124043		114165	165	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397734	6G3NS5R28EL931162	16	114167	167	GAS	P.D.
2014	CHEV	CAPRICE	CHEV CAPRICE	1397736	6G3NS5R21EL929690	06	114169	169	GAS	P.D.
2014	Chevy	SILVERADO	Chev Silverado		3GCPCREC6EG296917		114170	170	GAS	P.D.
2014	FORD	TAURUS	FORD TAURUS	1389267	1FAHP2F86EG124043		114201	201	GAS	P.D. LEASED VEH

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2008	FORD	RANGER	MINI TRUCK	1258274	1FTYR14D38PA43858		008029	029	GAS	PLAN CODE ENF
2008	FORD	ECONOLINE	FORD VAN	1258261	1FMSS31LX8DA45962	1	008041	041	GAS	PARKS
2008	FORD	ECONOLINE	FORD VAN	1258262	1FMSS31L88DA45961	2	008042	042	GAS	PARKS
2003	FORD	EXPEDITION	FORD EXPEDITION	1170535	1SMPU16L63LC18579		003067	067	GAS	PARK RANGER
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393225	4T1BD1FK2DU090791	S-5	313431	431	GAS	Parks
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393222	4T1BD1FK1DU087946	S-4	313430	430	GAS	Planning & Comm. Dev.

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2018	FORD	F250	CNG - PICKUP	AE82R21	1FTBF2A68JED06506		16321		CNG	PARKS
2018	FORD	F250	CNG - PICKUP	AE82R12	1FTBF2A68JED06505		16322		CNG	PARKS
2019	FORD	F350	DUMP TRUCK	1557985	1FDRF3G66KEE37279		16268		GAS	PARKS
2019	FORD	F350	REGULAR PICKUP	1466473	1FTBF3A60KEE25347		16279		GAS	Tree Dept.
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		16287		GAS	Tree Dept.
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25B70	IFMCUOEZXMUA59317		16389		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR25K87	IFMCUOEZXMUA60029		16390		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR51X60	IFMCUOEZ7MUA59310		16391		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR56X70	IFMCUOEZ8MUA59039		16392		GAS	Planning/Code Enforcement
2021	FORD	ESCAPE HYBRID	FORD HYBRID	BR19U91	IFMCUOEZ1MUA59402		16399		GAS	Planning/Code Enforcement

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1993	INTL	SEWER JET	CHIPPER TRUCK	1509401	1HTSDPPN7PH470550		093085	064	GAS	STREETS
1996	CHEV	1 TON	VAN	1140076	1GCHG35K3TF100394		096123	123	GAS	STREETS
1996	CHEV		VAN	377409	2GCEC19K2P1150892		096090		GAS	STREETS
2001	INTL	SEWER JET	SEWER JET TRUCK	1032510	1HTGBAAR11H366809		001124	124	DIESEL	STREETS
2001	CHEV	1 TON	UTILITY	1086288	1GBJC39121F211017	22080	001125	125	DIESEL	STREETS
2008	FORD	RANGER	MINI TRUCK	1258273	1FTYR14D18PA43857		008028	028	GAS	STREETS
1993	GMC	1 TON	VAN	349400	1GTGC33F4PJ726925		093089		DIESEL	STREETS
1994	CHEVY	SILVERADO	PICKUP	349405	2GCEC19K1R1307816		708631	076	GAS	STREETS
2001	CHEV	S-10	PICKUP	1086150	1GCCS14W118217233		001133	133	GAS	STREETS
2004	FORD	RANGER		1184493	1FTYR14U94PA90130		061214		GAS	STREETS
2008	CHEVY	C3500	DUMP TRUCK	1258275	1FTYR14D58PA43859		008027	027	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334045	1GBJC74K79E152474		009126	126	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334046	1GBJC74K49E153016		009127	127	GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065		GAS	STREETS
2009	CHEV	C3500	DUMP TRUCK	1334014	1GBJC74K49E152842		009064		GAS	STREETS
2009	CHEVY	C3500	DUMP TRUCK	1334013	1GBJC74K49E152366		009065	065	GAS	STREETS
2019	FORD	F250	CNG - PICKUP	1567966	1FTBF2A68JED06503		016324		CNG	STREETS
2019	FORD	F350	DUMP TRUCK	1568947	1FDRF3G66KEF35109		016287		GAS	STREETS
2019	FORD	F350	DUMP TRUCK	1466473	1FTBF3A60KEE25347		016279		GAS	STREETS
2019	FORD	F350	Arrow Board Pickup	1026718	1FTBF3A62KEE25348		16270	270	GAS	STREETS
2019	FORD	F350		1545903	1FDBF3A67KEE25549		16282		GAS	STREETS
2019	FORD	F350		1568865	1FDRF3G66KEE37278		016269		GAS	STREETS
2019	FORD	F350		1568875	1FDRF3G66KEE37279		016268		GAS	STREETS

City of Montebello
Vehicle Inventory as of January 2022

EXHIBIT D4

2019	FORD	F350		1545904	1FDBF3A63KEE25550		16284		GAS	STREETS
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YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
2005	FORD	500	FORD 500	1208602	1FAFP24195G130237	A-1	005448	448	GAS	Finance
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK6DU085402	S-2	313428	428	GAS	Public Works

YEAR	MAKE	MODEL	DESCRIPTION	LICENSE	VIN	Unit #	City Vehicle ID #	LAST 3	FUEL	ASSIGNED TO
1994	CHEV	CREWCAB	Service Truck	377436	1GBJC34N6RE261141	M3	094409	409	GAS	TRANSIT
1998	CHEV	C3500	CHEV C3500	052677	1GBJC34F7WF037388	M4	098412	412	DIESEL	TRANSIT
2004	CHEVY	BLAZER	BLACK	New1400550	1GNCS18X04K112250		004030	030	GAS	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415373	19XFB5F51CE000508	R-1	012365	365	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415372	19XFB5F51CE001075	R-2	012366	366	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415370	19XFB5F5XCE001026	R-3	012367	367	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415371	19XFB5F52CE001019	R-4	012368	368	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415369	19XFB5F57CE001551	R-5	012369	369	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415374	19XFB5F56CE001525	R-6	012370	370	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1415375	19XFB5F53CE001546	R-7	012371	371	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397607	19XFB5F56CE001492	R-8	013372	372	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC WHITE	1397606	19XFB5F56CE001539	R-9	013373	373	CNG	TRANSIT
2012	HONDA	CIVIC	HONDA CIVIC SILVER	1397605	19XFB5F56CE001669	M-2	013374	374	CNG	TRANSIT
2012	ISUZU	TRUCK	ISUZU TRUCK	1415277	54DC4W1C2CS800266	M-1	012375	375	CNG	TRANSIT
2013	TOYOTA	CAMRY	TOYOTA CAMARY	1393220	4T1BD1FK9DU087578	A-2	313429	429	GAS	TRANSIT
2013	TOYOTA	CAMRY XLE	TOYOTA CAMARY	1393187	4T1BD1FK7DU081603	A-1	313432	432	GAS	TRANSIT
2016	MBLT	VN	MV1	1515194	57WMD2B63EM102200	S-1	314441	441	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53234	1528663	57WMD2B60EM102204	S-2	117442	442	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53235	1528664	57WMD2B62EM102205	S-3	117443	443	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53236	1528665	57WMD2B64EM102206	S-4	117444	444	CNG	TRANSIT
2016	MBLT	VN	MV1 - 53237	1528666	57WMD2B66EM102207	S-5	117445	445	CNG	TRANSIT
2017	CHEVY	TAHOE	Transit PD		1GN5CAK3HR279892	TR	117168	168	GAS	TRANSIT
2017	FORD	EXPLORER	Transit PD		1FM5K8AR4HGC57205	TR1	117169	169	GAS	TRANSIT
2019	STRC		CUTAWAY	1578509	1FDEE4F67KDC36694		16303	303	GAS	TRANSIT

TOTAL VEHICLES: **156**

EXHIBIT F**Bidder's List of sub-Contractors (DBE and Non-DBE)****Part I**

The bidder shall list all sub-Contractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE sub-Contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-Contractors who provided a quote or bid but were not selected to participate as a sub-Contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
 and

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J
IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 _____ (Title)

_____ (The "Beneficiary") and hereby
 _____ (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 _____ (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: Approval to Submit Application for the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program

DATE: January 26, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the submission of the grant application for the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program currently has a funding opportunity to submit a competitive grant application. Depending on the scope of the project, the City could potentially receive up to \$200,000. This funding opportunity has no local matching funds requirement. If a grant is awarded and once the award amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

The California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention (FP) Grants Program is funded by the State of California General Fund and with Cap-and-Trade auction proceeds appropriated by the California Legislature. Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-22 from the CCI Greenhouse Gas Reduction Fund (GGRF) and State General Fund. CAL

Approval to Submit Application for the for the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program

Page 2 of 2

FIRE's FP Grants Program provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

DISCUSSION

The objective of the CAL FIRE grants program is to fund fire prevention projects and activities in and near threatened communities that focus on increasing the protection and reducing the threat of wildfires to people, structures, and communities. This grant provides funding for three activities: 1) Hazardous Fuels Reduction, 2) Wildfire Prevention Plan, and 3) Wildfire Prevention Education.

The Montebello Fire Department is seeking to submit a grant proposal for funding that will be used towards wildland fire prevention and training skill enhancements for all Montebello Fire Department suppression personnel. Given the City's proximity to wildland areas that frequently burn and require appropriate and specific training in order to properly and safely respond, this grant opportunity would provide much needed funding to provide training to the City's first responders. Once the proposed project is identified, the Department will be applying under the appropriate category based on specific needs (see list of three activities in the paragraph above). The additional funding resources would provide much needed operational infrastructure to support the Fire Department's overall strategic goals in the delivery of fire services to the community.

SUMMARY

That the City Council approve the submission of the grant proposal application for the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program.

ATTACHMENT:

A. Attachment A – CalFire Fire Prevention Grants Program FY 2021-2022

California Climate Investments
Department of Forestry and Fire Protection
(CAL FIRE)
Fire Prevention Grants Program
Procedural Guide
FY 2021-2022

December 8, 2021



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Introduction

This procedural guide includes information about the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention (FP) Grants Program. The Program is funded by the State of California General Fund and with Cap-and-Trade auction proceeds appropriated by the California Legislature to agencies that administer California Climate Investments (CCI) and the General Fund (GF).

Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and GF. For more information about CAL FIRE's other CCI programs, please visit [CAL FIRE Grants](#).

Fire Prevention Grants Program Summary

CAL FIRE's FP Grants Program provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

California's Strategic Fire Plan serves as a roadmap for project development. Projects are evaluated based on the overall benefit to reduce the threat of wildfires to people, structures, and communities. CAL FIRE will consider the wildfire hazards and risk of an area, the geographic balance of projects, and whether the project is complementary to other fire prevention or forest health activities when awarding grants. Disadvantaged communities and low-income communities as defined by Assembly Bill 1550 (Gomez) (Stats. 2016, Ch. 369), and projects that demonstrate a carbon benefit by reducing greenhouse gas emissions and contain matching funds will receive additional priority. Projects are selected on a competitive basis and consecutive awards are not guaranteed. Designation can be determined using the process in Appendix K.

CAL FIRE will provide technical expertise and management oversight of grants but may not be the primary agency or applicant in projects.

Qualifying Project Types and Activities

The FP Grants Program funds three types of activities: hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education. Below are some examples of qualifying projects and activities:

Hazardous Fuels Reduction

- Vegetation clearance in critical locations to reduce wildfire intensity and rate of spread
- Creation or maintenance of fuel breaks in strategic locations, as identified in CAL FIRE Unit Fire Plans, a Community Wildfire Protection Plan, or similar strategic planning document
- Removal of ladder fuels to reduce the risk of crown fires
- Creation of community-level fire prevention programs, such as community chipping days, roadside chipping, and green waste bin programs
- Selective tree removal (thinning) to improve forest health to withstand wildfire
- Modification of vegetation adjacent to roads to improve public safety for egress of evacuating residents and ingress of responding emergency personnel
- Reduction of fuel loading around critical infrastructure to maintain continuity of government and other critical services, including, but not limited to fire, police, water, sewer, roads, etc.
- Purchase of fuel modification equipment not to exceed \$250,000. Equipment is an item of \$5,000 or more per unit cost and has a tangible useful life of more than one year
- Supplies include items under \$5,000 per unit cost. Chainsaws are an example of a supply item and are **not** considered equipment
- Projects to improve compliance with defensible space requirements as required by Public Resources Code Section 4291 through increased inspections, assessment, and assistance
- Projects to reduce the flammability of structures and communities to prevent their ignition

Wildfire Prevention Planning

- Wildfire risk or related mapping
- Creation or update of strategic wildfire planning documents, such as:
 - Evacuation plans
 - Community Wildfire Protection Plans (CWPP)
 - Local Hazard Mitigation Plans
 - Safety Elements
 - Wildfire prevention or mitigation plans

Wildfire Prevention Education

- Development and implementation of public education and outreach programs. Programs may include technical assistance, workforce recruitment and training, and equipment purchases
- Workshops, meetings, materials creation, and other educational activities with the purpose of increasing knowledge and awareness of information that could be used to reduce the total number of wildfires, acres burned, and structures lost
- To educate the public on wildfire mitigation and risk reduction strategies
- Activities are subject to CAL FIRE approval

Eligibility, Conditions, and Important Points

Eligibility

- State Agencies
- Federal Agencies
- Native American Tribes
- Joint Powers Authority (JPA) if the entities involved are eligible applicants
- Local agencies, including:
 - City, county, or city and county
 - Fire protection districts
 - Community services districts
 - Water districts
 - Resource conservation districts
 - Special districts
- Certified local conservation corps
- Fire Safe Councils with a 501(c)(3) designation
- Other qualified non-profit organizations with a 501(c)(3) designation

In situations where a local government has contracted with CAL FIRE for fire protection services, CAL FIRE is considered a local government for purposes of this grant program.

Applicants may **not** be one of the following:

- A privately held for-profit company or corporation
- Individual landowners requesting a grant specifically for a project to be completed on only their own land
- Homeowners' associations or other associations unless they have 501(c)(3) non-profit status. These associations should consider applying through a fiscal sponsor such as eligible applicants listed above.

Examples of eligible costs include, but are not limited to:

- Removal of dead, dying or diseased trees posing an imminent threat to public rights-of-way and public infrastructure, which may include trees on private property
- Contracted tree removal, transportation, holding site fees, and disposal
- Costs that are necessary and prudent to the accomplishment of the project, e.g.
 - Equipment leased to perform work on project
 - Thinning contractors
 - Fuel and Maintenance
 - CEQA/NEPA Costs

Examples of ineligible costs include, but are not limited to:

- Removal of trees from private property that do not pose an imminent threat to public health and safety
- Costs associated with improvement of landscaping, including planting
- Costs that are not directly associated with the project
- Costs already funded or budgeted through another source (i.e., supplanting)
- Income, fees, revenues, or wages lost or voluntarily waived by a local agency
- Activities or costs associated with permanent work such the construction of a biomass facility
- Costs incurred before or after the project performance period
- Cost of preparing a grant and application
- Late fees, penalties, and bank fees

Examples of non-qualifying project types and activities include, but are not limited to:

- Purchase of capital equipment greater than \$250,000
- Purchase of capital equipment without demonstrating how the equipment will be utilized
- Installation, creation, upgrade, or maintenance of fire protection features, such as roads, bridges, structures, or water storage facilities
- Any project submitted by a for-profit company or corporation
- Projects or activities utilizing CAL FIRE staff without corresponding reimbursements or requests seeking funding for services already provided by CAL FIRE

Conditions

1. Grants can be made only to “eligible” applicants.
2. Projects must provide benefits to habitable structures and people in and near wildfire threatened communities.
3. Projects utilizing partners must provide a letter of commitment from the entity as proof that they have contacted the entity, the entity has the required resources (if needed) to commit toward the project, and the entity supports the project.
4. Fire Prevention qualifying projects and activities are limited to those where the proposed project or activity addresses the hazards and risk to fire threatened communities that focus on increasing the protection of people, structures, and communities.
5. Applicants must consider greenhouse gas emissions of project activities and plan to reduce emissions as much as possible during project activities.
6. Grantees must have the ability to plan, administer, and complete the grant project.
7. For some projects, the Grantee may be required to prepare a California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) document. Projects requiring CEQA/NEPA review are required to provide documented compliance within 12 months from the grant execution. CEQA/NEPA compliance must begin immediately after grant execution. **Documented CEQA/NEPA compliance is required prior to commencing any ground disturbing activity.**
8. Projects proposed on a “forested landscape,” as defined in Public Resources Code (PRC) §754, will require a Registered Professional Forester (RPF) to design and oversee any fuel hazard reduction vegetation removal, as defined in PRC §753, copied below. The RPF will conduct at least one site visit during active project operations to ensure vegetation removal is being conducted according to the prescription. An RPF is not required to provide the general project information required in the Scope of Work during the grant application phase, but the applicant must demonstrate how CEQA/NEPA compliance will be met, including RPF involvement, in the Project Scope of Work and include this cost in the budget if applicable.
 - a. *PRC §753 - “Forestry,” as used in this article, refers to the science and practice of managing forested landscapes and the treatment of the forest cover in general, and includes, among other things, the application of scientific knowledge and forestry principles in the fields of fuels management and forest protection, timber growing and utilization, forest inventories, forest economics, forest valuation and*

finance, and the evaluation and mitigation of impacts from forestry activities on watershed and scenic values, to achieve the purposes of this article. The practice of forestry applies only to those activities undertaken on forested landscapes. The professions specified in Section 772 are not practicing forestry when mitigating or recommending mitigation of impacts from previous forestry activities on related watershed or ecological values within their area of professional expertise or when recommending those mitigations for proposed timber operations. However, public, and private foresters are required to be licensed pursuant to this article when making evaluations and determinations of the appropriate overall combination of mitigations of impacts from forestry activities necessary to protect all forest resources.

- b. PRC §754 - "Forested landscapes" means those tree dominated landscapes and their associated vegetation types on which there is growing a significant stand of tree species, or which are naturally capable of growing a significant stand of native trees in perpetuity, and is not otherwise devoted to non-forestry commercial, urban, or farming uses.*
- 9. Projects outside of a "forested landscape" should consider the use of a professional ecologist, biologist, certified rangeland manager, arborist, RPF, or other professional with knowledge of local ecosystem processes to develop an appropriate fuel hazard reduction removal project.
- 10. CAL FIRE has the discretion to specify an earlier project completion date at the time of award based on the funds associated with the grant award. CAL FIRE will work with the awardees to ensure projects will still be achievable within the earlier timeframe.
- 11. Fuel reduction vegetation treatment prescriptions shall focus on increasing safety for the public and first responders as well as reducing fire hazards, improving tree growth, and increasing structure, community, and forest resilience. Treatments shall eliminate the vertical and horizontal continuity of vegetative fuels for the purpose of reducing the rate of fire spread, duration and intensity, fuel ignitability, ignition of tree crowns, or structures.
- 12. Required project deliverables for all hazardous fuel reduction projects to be included in the Project Scope of Work:
 - a. Pre-and post-treatment description of site conditions and project results relative to hazardous tree or vegetative conditions, wildfire hazard reduction goal accomplishments, or measurable metric for evaluation of the project (such as number of acres treated). CAL FIRE reserves the right to retain copies of these descriptions and publicly disseminate the information for its own purposes.
 - b. GIS data files supporting the project map to allow CAL FIRE to accurately document the spatial extent of the project.

- c. Documented CEQA/NEPA compliance within 12 months of grant execution. This includes CEQA or demonstration of exemption.
- 13. Grant applications must describe the method used to determine the grant amount requested. This methodology must include the grant costs less any income from forest products or other revenues received from the grant implementation.
- 14. All project and activity work related to grants must be completed by March 15, 2026. Grant projects may have an earlier completion date but must be completed by March 15, 2026.
- 15. Final invoices for grant-related work must be submitted to CAL FIRE no later than 30 days after the project completion date.
- 16. A final report is due within 30 days of the grant expiration or along with the grant final invoice. Pre-project and post-project pictures must be submitted with the Final Report along with updated polygons.
- 17. Projects must demonstrate all efforts to reduce greenhouse gas emissions. Projects that demonstrate significant greenhouse gas emissions reductions will be favored.
- 18. Grantees are required to include the California Climate Investments funding boilerplate and logo with the CAL FIRE logo on all outreach and public-facing materials including but not limited to press releases, media advisories, printed collateral, event invitations, signs, and project/program websites.

Important Points

- 1. Each application should focus on *one or more* of the following major activities:
 - a. *Hazardous Fuels Reduction*
 - b. *Wildfire Prevention Planning*
 - c. *Wildfire Prevention Education*
- 2. **Submission of Application to the CAL FIRE FP Grants SharePoint folder is due by February 9, 2022 at 3:00 PM PST.**
- 3. No reimbursable work on the proposed Fire Prevention Grant projects may commence until there is a fully executed agreement between CAL FIRE and the Grantee. An agreement is considered fully executed upon signature and approval by the State Fire Marshal or designee.

4. All project and activity work related to grants must be completed by March 15, 2026.
5. No ground disturbing work may commence until the requirements of CEQA/NEPA have been satisfied.
6. Agreements must be executed by the date specified in the Agreement.
7. Reimbursement payments are expected to be issued 45 calendar days from the time an acceptable invoice is submitted. Payments are sent via U.S. Mail; electronic payment is not available. The invoice approval process is as follows:
 - 1) Invoice submitted to the Region for review and approval
 - 2) Unit reviews the invoice and performs a project site inspection if applicable, to verify that work to be invoiced has been satisfactorily completed according to the deliverable items described in the grant documentation
 - 3) Grants Management Unit reviews and submits the invoice to the Business Service Office for payment.
8. When a Contract County is the Grantee, the Contract County must contact the CAL FIRE Administrative Unit to conduct an inspection of the modification efforts prior to invoicing the CAL FIRE Administrative Unit for completed work. The CAL FIRE Administrative Unit or designee will conduct an inspection to verify that work to be invoiced has been satisfactorily completed according to the deliverable items described in the grant documentation.
9. A resolution or attesting document is required for all Fire Prevention Grants. The attestee cannot be the same individual as designated by the board to sign the agreement. Please refer to the sample resolution (Appendix B).

Note: Where the line indicates 'whereas, the Board designates (designee's title)', list the title rather than an individual's name. In the event the individual retires or leaves the organization, a new resolution designating a replacement will be required if a name is listed rather than the working title. The resolution should name the designee for not only entering into agreements on behalf of the board but also the authorized signatory for invoices.

10. The Fire Prevention grants are not designed nor intended to create or substantially support ongoing administrative positions.

11. A Quarterly Progress Report is required and is located on our [website](#) at [Quarterly Progress Report](#). The quarterly progress report will be due within 30 days of the end of every calendar quarter, i.e., report covering January through March is due no later than April 30th (even if no fiscal activity has occurred):

Quarter	Progress Report Covering	Due Date
1 st Quarter	January 1 – March 31	April 30
2 nd Quarter	April 1 – June 30	July 30
3 rd Quarter	July 1 – September 30	October 30
4 th Quarter	October 1 – December 31	January 30

12. A Final Report is required and is located on our [website](#) at [Final Report](#). The final report is due within 30 days of the grant expiration or along with the grant final invoice:

- a. *Pre-project pictures and post-project pictures must be submitted with the Final Report*
- b. *Updated polygons reflecting completed treatment areas must be submitted with the Final Report*

13. The inclusion of indirect costs is acceptable for Fire Prevention Grant projects but must not exceed 12% of the total amount of grant funds provided to the Grantee, minus equipment. The 12% maximum of indirect cost applies to all entities including University of California (UC) and California State University (CSU) entities. Documentation related to the determination of the Grantee's indirect cost rate must be retained by the Grantee for audit purposes.

14. All educational materials and planning documents created and used for a Fire Prevention Grant project must be submitted to CAL FIRE. CAL FIRE may retain copies of these materials and utilize them for CAL FIRE's own purposes. Similarly, any Fire Prevention Grant project photos, videos, testimonials, or other similar information submitted to CAL FIRE throughout the performance of the project may be retained by CAL FIRE and utilized for CAL FIRE's own purposes.

Prevailing Wage Requirements

CAL FIRE provides no opinion as to whether projects may be subject to prevailing wages. For determination for prevailing wages, please contact the Department of Industrial Relations (DIR) at [DIR Prevailing Wage](#). It is the applicant's responsibility to budget for prevailing wages in their project cost when applicable.

Greenhouse Gas Emissions (GHG) Requirements

California Climate Investments (CCI) administered by CAL FIRE through the Forest Health, Fire Prevention, and Urban and Community Forestry Programs contribute to California's climate goals by reducing emissions from wildfires, stabilizing long-term storage of carbon in biomass, and improving carbon sequestration in California's natural and working forests.

In terms of direct emissions benefits, the objectives of the FP Grants Program are to:

- Reduce GHG emissions from wildfire and prevent need for cleanup and rebuilding of communities following destructive wildfire events
- Provide fire personnel with more opportunities to access the fire perimeter to extinguish fires more quickly, thereby reducing GHG emissions
- Encourage projects that result in smaller scale fires to reduce carbon emissions and reduce the carbon impact
- Improve health and resilience of treated areas for increased carbon sequestration.
- Improve public awareness and reduce human caused wildfire ignitions
- Promote orderly growth and development through land use planning which helps to reduce GHG emissions

Eliminating wildfire starts, mitigating wildfires before they progress into wildland areas, and facilitating firefighting efforts and safety all contribute to reduced wildfire emissions over time. The FP Grants Program also includes support for planning, such as development of Community Wildfire Protection Plans, and education programs that promote fire-safe communities to capture the benefits and synergy of collective, community-wide efforts.

However, fuel reduction activities also release greenhouse gas emissions at the time of treatment, and CAL FIRE must balance emissions costs and benefits of the Fire Prevention and Forest Health Programs to comply with the law. Minimizing emissions of fuel treatment activities, using disposal methods other than open burning, and optimizing vegetation health options in the development of treatment prescriptions are important steps in project development to achieve balanced emissions costs and benefits.

Awardees will be required to submit information about project size, vegetation type, location, and treatment area so that CAL FIRE staff may complete emissions calculations for the project.

Calculations will be completed using an existing methodology produced by CAL FIRE and the California Air Resources Board for the Forest Health Program. Emissions effects of activities that do not fit the existing methodology will be described in detail. The grant application review process will include consideration of project activities with emissions benefits.

California Climate Investments (CCI) Reporting Requirements

Fire Prevention Grants are funded by Cap-and-Trade auction proceeds appropriated by the California Legislature to the California Department of Forestry and Fire Protection (CAL FIRE), who is responsible for administering funds allocated from the CCI Program.

Accountability and transparency are essential elements for CCI. Full public disclosure is required to provide information on how administering agencies are investing appropriations from the GGRF and what benefits are being achieved from those investments. CAL FIRE is responsible for collecting project information and reporting information to CCI.

For each grant project that is awarded in the amount of \$1,000,000.00 or more, Grantees must submit jobs reporting data to CAL FIRE on a semi-annual basis in June and December. The reporting cycles cover information for the following periods: December 1 – May 31, June 1 – November 30. All grant projects meeting that criteria will be notified of the reporting dates and the data requirements.

Grant Application Review and Evaluation Factors

Review Process

Applications will be reviewed by CAL FIRE. The application review involves three levels:

- Local – CAL FIRE Units & Contract Counties
- Regional – CAL FIRE Northern and Southern Regional Offices
- Statewide – Statewide review team. The statewide review team will prepare a list of recommended projects and activities for consideration by the Director of CAL FIRE. The Director will make decisions on approved projects and activities taking into consideration the recommendations of the statewide review team.

Emphasis at each level will be placed on projects and activities that address hazards which reduce potential risk from wildfire in and near communities. The department shall consider the fire risk of an area, the geographic balance of projects, and whether the project is complementary to other fire prevention or forest health activities when awarding local

assistance grants. Additionally, to the extent possible, a project or activity will not be selected if it conflicts or competes with another proposed or approved project.

Evaluation Factors (Ranking Criteria)

In evaluating applications, CAL FIRE is seeking information that allows it to consider the following factors:

1. The grant application clearly identifies the focus of the grant as Hazardous Fuels Reduction, Wildfire Prevention Planning, or Wildfire Prevention Education.
2. The project addresses hazards and risks from wildfire.
 - a. *The project includes Fire Hazard Severity rankings and indicates areas and their relative proportion of Very High, High and Moderate Fire Hazard Severity Zones as adopted by the State Fire Marshal and identified in the CAL FIRE map located at [Fire Hazard Severity Zones](#).*
 - b. *The proposed project is in or near a wildfire threatened community and adequately describes how it will address the hazards and risks from wildfire.*
 - c. *The project protects other assets of wildfire threatened communities to maintain continuity of government operations and critical services. This includes, but not limited to, fire, police, power, water, sewer, roads, and other critical facilities. If the project does involve community infrastructure, it must explain how it will address the hazards and risks from wildfire to these assets.*
3. The project is related to or part of one or more strategic plans or tree removal plan:
 - a. *The project is included in or consistent with one or more of the following plans:*
 - i. CAL FIRE Unit Fire Plan, Contract County Fire Plan, Local Fire Plan, a CWPP, Community Evacuation Plan, tree removal plan, Fire Safe Council Action Plan, Firewise USA Community Wildfire Risk Assessment, Local Hazard Mitigation Plan, Safety Element plan, or other local plan (identified in Scope of Work) that addresses the hazards and risks from wildfire.
 - b. *The project proposes to create, or update, a long-term fire hazard reduction planning document affecting or involving communities in the WUI, such as, but not limited to, a CWPP or Community Evacuation Plan. A strategic planning document would include a Safety Element of a General Plan and a Local Hazard Mitigation Plan with elements for increasing safety for the public and first responders.*

- c. *The project removes hazardous trees in collaboration with other entities, other funding sources, or as part of a larger tree mortality project.*
 - d. *The project considers other projects in the last five years in the Unit/Contract County (approved – but not started, in progress, or completed) and adds to those efforts.*
 - e. *The project will lead to the completion of or is tied to a current tree removal plan.*
 - f. *The project strategically advances the protection of WUI communities across a region and/or the state, while increasing safety for the public and first responders.*
- 4. The applicant has taken steps to reduce emissions as much as possible, such as chipping, or mulching removed vegetation rather than burning it or disposing of material through biomass markets. The applicant is willing and able to provide project data as requested to calculate project emissions.
- 5. Community support exists.
 - a. *The project includes plans for external communications, such as planned press releases, project signage, community meetings or field tours that all, or in part, reach owners and residents in the project area.*
 - b. *Letters of Support have been obtained.*
 - c. *Letters of Commitment from partnering entities should be submitted with application.*
 - d. *Please note that although matching funds are not required, the existence of matching funds is a positive factor.*
- 6. There is an implementation plan in place.
 - a. *The project includes a detailed timeline that addresses potential limitations and includes specific tasks and milestones to measure progress during implementation of the project.*
 - b. *The project includes an accurate set of deliverables that are measurable and attainable.*
 - c. *The project is fully defined with metrics to measure progress and completion.*
- 7. The project budget and narrative are clear and reasonable.
 - a. *The proposed budget shows how grant funds will be spent by category.*

- b. Indirect costs are reasonable for the project proposed and must be 12% or less of the total grant request, minus equipment costs.*
 - c. Costs are reasonable for the size, scope, and anticipated benefit of the proposed project.*
 - d. For hazardous fuel reduction projects, the actual number of acres being treated is clearly defined.*
- 8. There is demonstrated capacity to administer the grant.
 - a. The applicant shows an acceptable amount of experience in administering grants. This is largely based on successfully administering other grant-funded projects/activities over the past five years. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show capacity to successfully complete the proposed project. This may include partnering with a more experienced organization that can provide project support.*
 - b. Discuss successes and administration of previously awarded CAL FIRE grants or grants administered by the applicant for other granting entities.*

Application Process and Project Administration

Applicants are strongly encouraged to work with the local CAL FIRE Unit for guidance in developing project plans for your application. A [CAL FIRE Unit contact list](#) by county is located on the FP Grants [website](#). Building a relationship with the local CAL FIRE Unit enhances the potential for a successful application and project award.

Applications not received by the deadline, not submitted in the CAL FIRE FP Grants SharePoint folder, or that do not adhere to the procedures in this guide, will not be accepted or considered.

Applicants will request a Project Tracking Number by emailing **ONE** of the following:

CNRgrants@fire.ca.gov (Northern Region Contact)

SouthernRegionGrants@fire.ca.gov (Southern Region Contact)

CALFIRE.Grants@fire.ca.gov (Sacramento)

Applicant **MUST** specify the grant application for which they are requesting tracking number. The request shall include:

- The applicant organization name
- The name of the [CAL FIRE Unit](#) where the project or activity will be located.
- The name of the project (if available)
- Email address of the individuals that will need access to the CAL FIRE SharePoint Folder to submit the application

The CAL FIRE email reply will include the assigned Project tracking number as well as links to the SharePoint folder and the Project Mapping Program.

Stage 1 - Project Application

Due February 9, 2022 at 3:00 PM PST

Electronic Application Submission in the *CAL FIRE FP Grants SharePoint folder* and [Project Mapping Program](#):

Upload all documents related to your application to the CAL FIRE FP Grants SharePoint folder no later than **3:00 PM PST on February 9, 2022**. Instructions on how to apply through the SharePoint folder can be found at [CAL FIRE FP Grants](#). Instructions on how to draw and submit a Geo Point and Polygons in the Project Mapping Program can also be found at [CAL FIRE FP Grants](#)

- Late submissions will be rejected. No exceptions. Late is defined as: after 3:00 PM PST on the due date according to the date stamp on the CAL FIRE FP Grants SharePoint folder. To avoid possible issues uploading documents (such as internet connectivity and internet speed), applicants are highly encouraged to upload their documents as early as possible.
- Please ensure you have retained a copy of all documents uploaded to the CAL FIRE FP Grants SharePoint folder for your own records. All user access to the CAL FIRE FP Grants SharePoint folder may be revoked after 3:00PM (PST) on the due date.

Applicants will upload application documents along with their application. The project application package consists of several attachments. These attachments are described in more detail in the appendices of this Procedural Guide. A completed Project Application Package must include the following additional documents:

- Attachment 1 – Grant Application (uploaded in a fillable PDF format as well as a scanned signed copy of the signature page.) Do not modify the application form.
- Attachment 2 – Scope of Work
- Attachment 3 – Proposed Project Budget in Excel format
- Attachment 4 – PDF project map
- Attachment 5 – Payee Data Record Standard Form 204
- Attachment 6 – Articles of Incorporation including the Seal from the Secretary of State or Letter of Determination or Affirmation from the Internal Revenue Service (**for non-profit applicants only**)
- Attachment 7 – Board Resolution granting authority to sign (if a signed board resolution is not available for the application, please submit a non-signed board resolution. A signed board resolution must be submitted in the grant agreement package, if awarded)
- Attachment 8 – Project Mapping Program (online submission)
- Attachment 9 – State of California Non-Discrimination Compliance (Std. 19)
- Attachment 10 – State of California Drug-Free Workplace Certification (Std. 21)
- Attachment 11 – Exhibit A and B of the University Model Agreement (only required for UCs, CSUs and their auxiliary entities that require the use of the University Model Agreement)

Complete these attachments accurately to avoid delays due to corrections and revisions prior to final approval. If revisions are necessary during Stage 2, then the revised Attachments 1 - 4 will be used in final documents agreed upon between the State and the Grantee as part of the final Grant Agreement. (Exception: Attachment 11 will be used in lieu of Attachment 2 and 3 for UCs, CSUs, and auxiliary entities. However, Attachment 2 and 3 shall contain the same SOW and Budget amounts and will be used for scoring purposes.)

Project Mapping Program

In addition to the CAL FIRE FP Grants SharePoint folder application package, each project will require an online mapping submission in our [Project Mapping Program](#) database. The online mapping submission consists of submitting a GeoPoint for all project types. For Hazardous Fuels Reduction and Wildfire Prevention Planning projects, you will need to submit Treatment Area and Project Area polygons as well. The Instructions on how to draw and submit a GeoPoint and Polygons in the [Project Mapping Program](#) can also be found at [CAL FIRE FP Grants](#). There is a video and a quick reference guide with screenshots of the online mapping program.

- **Hazardous Fuel Reduction and Wildfire Prevention Planning applications without Geo Points *and* Polygons submitted in the Project Mapping Program will *not* be accepted**
- **Wildfire Prevention Education projects will submit the Geo Point only**

Complete all documents accurately to avoid delays due to corrections and revisions prior to final approval. If revisions are necessary during Stage 2, then the revised documents will be used in the final grant agreement between the State and the Grantee.

- Late submissions will be rejected. No exceptions. Late is defined as: after 3:00 PM PST on the due date according to the date stamp on the CAL FIRE FP Grants SharePoint folder. To avoid possible issues uploading documents (such as internet connectivity and internet speed), applicants are highly encouraged to upload their documents as early as possible.
- Please ensure you have retained a copy of all documents uploaded to the CAL FIRE FP Grants SharePoint folder for your own records.

Stage 2 - Grant Application Review and Selection

Sacramento staff will review the project application packages for completeness and determine if the project meets the objectives of the program. Applications found to meet the initial criteria will continue in the review process. Incomplete applications will be disqualified. Notification of grants selected for funding will be sent to the applicant. The grant agreement package for successful grant applicants will be emailed after selection and include any required grant agreement forms and instructions to proceed to Stage 3.

Stage 3 - Completed Grant Agreements

Upon receipt of the Grant Agreement package, all awarded grant applicants shall print and sign the two original signature grant agreements and submit them with a copy of Attachments 1-4.

The complete Grant Agreement package shall include a complete set of the following:

- The Grant Agreement with Terms and Conditions - 2 copies with original signatures
- Attachment 1 - Final Grant Application
- Attachment 2 - Final Scope of Work
- Attachment 3 - Final Project Budget
- Attachment 4 - PDF Project Map

Awarded grant applicants shall return original signed agreements and any additional information required following the instructions provided in the Grant Agreement correspondence and are strongly encouraged to complete and submit as soon as possible. Grant packages not completed and/or not received by the agreement deadline may not be eligible for funding.

Stage 4 - Grants Awarded

Once the grant agreement is received and signed by the State Fire Marshal or designee, the approval process is complete. All agreements must be signed and submitted per deadlines established by CAL FIRE.

A CAL FIRE designee will be named as the designated contact. The CAL FIRE designee will work with the Region Program Manager on any grant project issues.

The CAL FIRE designee will conduct periodic and final inspections to ensure compliance with the project plan and environmental rules and regulations. All project messaging and documents must be approved by CAL FIRE.

CAL FIRE may perform an audit at any time during or upon completion of the project as described in this guide under “State Audit.”

Grant Termination Date: All project and activity work related to the grant must be completed by the project completion date identified in the agreement or no later than March 15, 2026.

Project Amendments, Modifications, and Terminations

After project commencement, an agreement may only be amended by written consent of both the State and Grantee. An agreement may be terminated by the State or Grantee upon providing written notice to the other party, thirty (30) days in advance of termination.

A Grantee wishing to change the scope or budget of an approved project at any stage shall submit the proposed change in writing, preferably on entity letterhead, to CAL FIRE for review and subsequent approval in writing. Any change must be consistent with the need cited in the original application and authorizing legislation. Any modification or alteration to the grant agreement on file must be submitted to the State for review and may require a formal amendment.

- Any reduction in the actual number of acres being treated in a hazardous fuel reduction grant may result in a corresponding reduction of the grant award

Accounting Requirements

The Grantee shall maintain an accounting system that follows Generally Accepted Accounting Principles. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. Please redact account numbers and personal identifying information before submitting invoices. The system shall also provide accounting data so the

total cost of each individual project can be readily determined. CAL FIRE may request records and documentation at any time. These records shall be retained by the Grantee for a period of three years after final payment is made by the State or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the Grantee's policy to retain records for a longer duration. **Avoid audit exceptions – keep accurate records.**

Loss of Funding

The following are examples of actions that may result in a Grantee's loss of funding:

- Grantee withdraws from or fails to complete the funded project (conform substantially to the Agreement)
- Grantee fails to submit all required documentation within the time periods specified in the grant agreement
- Grantee fails to submit evidence of CEQA/NEPA compliance within 12 months of the execution of the agreement as specified by the grant agreement
- Grantee changes the project scope without the approval of the State
- Grantee or the State terminates the project by written notice 30 days in advance
- Activities that would lead to the project not achieving a GHG Reduction

Project Costs

Project costs must be consistent with the approved project and incurred during the performance period as specified in the grant agreement.

Budget Item	Eligible Cost	Required Documentation
Salaries and Wages	Salaries and wages of employees employed by the Grantee who is DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. (i.e., does not include holiday pay, overtime, sick pay, vacation pay, personal time off) Examples of expenditures include time-related to site visits and project monitoring and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the Grantee's overhead cost.	A payroll summary of all employees' time spent on the project must be provided with invoices requesting salary/wage reimbursement. Payroll documentation should show a nexus between time worked on the project and wages paid to the employee after the fact. Timesheets or similar documentation detailing days and hours worked on the project must be maintained and retained by the Grantee for audit purposes but should not be submitted to CAL FIRE unless otherwise instructed.
Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee. Does not include Sick/Vacation/Holiday leave.	Same documentation as Salaries and Wages. Payroll summary documentation showing wages and hours paid to employee and associated fringe benefits. Back-up documentation to be retained by Grantee for audit records.

Budget Item	Eligible Cost	Required Documentation
Contractual	Direct consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, professional/consultant services (the costs of consultant services necessary for project planning and implementation), fire prevention contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of price analysis.	Invoices from consultant/contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the Grantee but available for audit purposes.
Travel	Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the Grantee's written travel policy. Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration. Mileage rates shall not exceed the rates allowable by the IRS.	Receipts identifying travel cost (i.e., lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the Grantee. Per Diem must be documented by employee travel claims.
Supplies	Supplies that are used in the direct support of the project are allowable. Supplies exceeding \$500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis. Supplies include items under \$5,000 per unit cost. (e.g., chainsaws etc.)	Receipts identifying item purchased, cost, and date of purchase. Documentation related to price analysis of procurement of supplies exceeding \$500 shall be kept by the Grantee and made available for audit purposes.
Equipment	Equipment is an item of \$5,000 or more per unit cost and has a tangible useful life of more than one year. Equipment is not to exceed \$250,000. The cost to lease equipment to use in the grant project may be charged to the grant. Use of equipment owned by the Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Purchase of equipment using grant funds is allowable only with prior approval by CAL FIRE. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided. Procurement of equipment must be done on a competitive basis and include documentation of price analysis. The Grantee must include in the application package the proposed use and maintenance plans for equipment after the performance period of the grant. Disposition of equipment beyond the project performance period is subject to CAL FIRE approval. If Grantee fails to complete grant and/or dissolves during grant, equipment shall be returned to CAL FIRE. Equipment shall not be used as collateral or other means.	Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment leased, dates equipment was leased, lease rate and total cost. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. Cost of equipment purchased shall be substantiated by purchase receipt. Documentation related to price analysis of procurement of equipment shall be kept by the Grantee and made available for audit purposes. Disposition of the equipment must be approved by CAL FIRE in writing at the end of the grant term.

Budget Item	Eligible Cost	Required Documentation
Other	Other costs that do not fit in any of the above categories. The cost must be directly related to the grant project. A cost (such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant is considered indirect cost unless written justification is submitted and approved by CAL FIRE.	Invoices or receipts identifying the item and cost charged to the grant.
Indirect Costs	Indirect Costs are costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the Grantee organization. These costs are not usually identified specifically in the grant agreement, project, or activity, but are necessary for the general operation of the organization. Examples include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and rent, utilities, supplies, etc. Functions included as direct versus indirect costs must be applied consistently for all activities within the Grantee organization, regardless of fund source. The maximum allowable indirect charge for this grant program for all entities including UC's and CSU's, is 12%.	Applied on a percentage (%) basis on direct costs except for equipment. Documentation related to the determination of the Grantee's indirect cost rate must be retained by the Grantee for audit purposes.

Payment of Grant Funds

Funds will be disbursed only when there is a fully executed grant agreement between CAL FIRE and the Grantee. An agreement is considered fully executed upon signature and approval by the State Fire Marshal or designee. All payments are made on a reimbursement basis, except in cases where CAL FIRE authorizes advanced payments. (i.e., the Grantee is invoiced for services, products, or supplies; invoices CAL FIRE for same; and is reimbursed by the State upon approval of the invoice). No work prior to or after the grant period will be reimbursable.

CAL FIRE has the legal right to conduct a spot inspection to verify that work invoiced has been satisfactorily completed. If an invoice is incomplete or non-reimbursable, it will be returned to the Grantee. The Grantee will need to update the date on the invoice if corrections are required.

Advance Payments

Advance payments may be considered for nonprofit organizations, local agencies, special districts (including RCDs), and Native American tribes. Advance payments are solely at CAL FIRE's discretion and eligibility and may be subject to change. An advance request form must be submitted identifying how funds may be used over a six-month period. For advance requests for the purchase of necessary equipment approved within the grant, the Grantee may request

an advance not to exceed 50% of the total award or cost of equipment, whichever is lesser. All other advance requests shall not exceed 25% of the total grant award. Advances must be fully utilized within a six-month period unless additional time has been requested and is approved by CAL FIRE. No single advance payment shall exceed 25% of the total grant award. No additional advances may be requested until acceptable documentation is received by CAL FIRE that the previous advance has been fully liquidated on eligible expenses. In addition, an accountability report must be submitted to CAL FIRE at least every 4 months upon receipt of funds until funds have been fully liquidated.

CAL FIRE processes for approving and managing grant advances are subject to change. CAL FIRE may request Grantee to submit all past due reporting prior to approving funds for advance payments.

State Audit

At any time during or upon completion of the project, the State may audit the project records. A project is considered complete upon receipt of the final grant payment from the State. The purpose of the audit is to verify that project expenditures were properly documented.

If your project is selected for audit, you will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which state funds were granted. Projects may be subject to an audit at any time for up to three years after project completion.

To expedite the audit, the Grantee shall have the project records readily available, including the source documents, and canceled warrants. The Grantee shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the state auditor. The Grantee shall provide a copy of any document, paper, record, or the like as requested by the auditor. Projects will be suspended if the audit reveals discrepancies or if CAL FIRE believes there are improprieties or issues with the project.

All project records must be retained by the Grantee for a period of not less than one year after the state audit or after final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit unless the Grantee has a longer retention policy.

Explanation of Terms

TERM	EXPLANATION
Agreement	A legally binding agreement between the State and another entity.
Amendment	A formal modification or a material change of the Agreement, such as terms, cost, budget, or scope of work.
Applicant	The entity who has applied, requesting grant funds.
Application	The individual application form identified as Appendix E and its required supporting attachments for grants pursuant to the enabling legislation and/or program.
Appropriation	A Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period.
Authorized Representative	The designated position identified in the Resolution as the agent to sign all required grant documents including, but not limited to, grant agreements, Application forms, and payment requests.
CEQA	The California Environmental Quality Act as stated in the PRC § 21000 et seq.; Title 14 California Code of Regulations (CCR) §15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur because of the agency's proposed Project.
Consultant Services	Services which provide a recommended course of action or personal expertise, such as accounting or a Registered Professional Forester (RPF).
Contractor	An entity contracting with the Grantee for services and generally receives a form 1099 for tax purposes.
Direct Costs	Expenses of doing business that are directly attributable to the Project. Examples of direct costs are salaries and benefits of employees directly associated with a Project or expenses of items used directly by the Project.
Employee	Individuals employed directly by the Grantee and generally receives a W-2 for tax purposes.
Encumbrance	A commitment of funds guaranteeing a source of payment for a specific Agreement.
Execution of an Agreement	The act of signing an Agreement, which provides a legal basis for required performance by parties to the Agreement.
Grantee	The entity that has an executed grant agreement for the award of grant funds.
Indirect Costs	Expenses of doing business that are of a general nature and is incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, Project, or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees not directly assigned to a Project; functions, such as personnel, business services, information technology, janitorial; and rent, utilities, supplies, etc. Indirect Costs may be referred to as overhead or administrative costs.
Modification	An Agreement modification is an informal agreement that moves dollars in the line item and task budgets not to exceed 10% of total grant amount; changes deliverable due dates or makes a minor change in the work in accordance with the intent of the legislation. It does not require a formal amendment of the grant agreement. See modifications section for further requirements.
Nonprofit Organization	Any California corporation organized under Sections 501(c)(3) of the Federal Internal Revenue Code. A letter of determination certifying nonprofit status will be required prior to Project approval.
Operating Expenses (Direct Costs)	Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the grant agreement.
Payee Data Record (Std. 204)	Form Std. 204, "Payee Data Record" is required for all grant recipients. The form must be submitted to establish a vendor number for payment and to have funds encumbered.
Personnel Services	This budgeted amount includes salaries and benefits for wage-earning personnel employed by the Grantee/Contractor (not a subcontractor) and working on the Project.
Project Performance Period	The period that the Project Scope of Work costs may be incurred, and the work described in the Project Scope of Work must be completed, billed, and paid by the State. Only eligible costs incurred during the Project Performance Period will be paid.
Project	The term "Project" means the activity or work to be accomplished utilizing grant funds and match (if applicable).

TERM	EXPLANATION
Project Scope of Work	The term “Project Scope of Work” defines the individual scope of work or activity describing in detail the proposed tasks identified as Attachment 2, as described in enabling legislation and in the grant agreement.
Project Budget Narrative	The term “Project Budget Narrative” defines the proposed detailed budget plan.
Resolution	The purpose of a resolution by a Grantee’s governing body is to allow the entity to sign Agreements and amendments for a specific project, i.e., it allows the designated entity to enter into an agreement with the State of California, and it designates someone to sign on behalf of the Grantee’s governing board. A signed resolution must be submitted at the time the signed grant agreements are returned to CAL FIRE’s Grants Management Unit, Sacramento Headquarters.

APPENDICES

Appendix A: Environmental Compliance for CAL FIRE Projects (CEQA)

Appendix B: Sample Resolution

Appendix C: Invoice

Appendix D: Check Lists

Appendix E: Project Application

Appendix F: Project Scope of Work

Appendix G: Project Budget Spreadsheet

Appendix H: PDF Project Map

Appendix I: Standard Required Forms

Appendix J: CalMAPPER for Awarded Grants

Appendix K: Low-Income and Disadvantaged Communities

Appendix L: How to Apply

Appendix A – Environmental Compliance for CAL FIRE Projects (CEQA)

NOTE: Grantee must submit proof of California Environmental Quality Act and/or National Environmental Policy Act compliance within one year of the execution of the grant agreement. To ensure this occurs in a timely manner, the Grantee should contact the Department of Forestry and Fire Protection (CAL FIRE) environmental compliance staff as soon as possible after receiving the executed Grant Agreement.

California Environmental Quality Act (CEQA)

Within one year of the execution of the grant agreement and prior to commencing any on-the-ground work, CAL FIRE requires proof of adequate compliance with CEQA. This may be accomplished by one or more of the following methods:

1. Notice of exemption filed with the State Clearinghouse or the county clerk and completion of the CAL FIRE's Environmental Review Report for an Exempt Project for categorically exempt projects.
2. Initial study and negative declaration or mitigated negative declaration and all associated noticing documents filed with the State Clearinghouse or the county clerk.
3. Draft and final environmental impact report and all associated noticing documents filed with the State Clearinghouse or the county clerk.
4. Timber harvesting permit or notice in compliance with the California Forest Practice Act and Rules for projects that undertake timber operations per Public Resources Code § 4527. The timber harvesting document must cover grant-funded activities for the associated treatment area or be supplemented by additional CEQA documents.
5. Finding of no significant impact-decision notice, categorical exclusion- decision memo or environmental impact statement-record of decision prepared in compliance with the National Environmental Policy Act for projects that are exempt from CEQA pursuant to Public Resources Code § 4799.05(b).
6. Certification that the project qualifies for the limited suspension of requirements of CEQA pursuant to the Governor's October 30, 2015, *Proclamation of a State of Emergency*.
7. Completed and accepted project-specific analysis under the CalVTP and all associated noticing documents filed with the State Clearinghouse or the county clerk.

For exempt projects where the Grantee is a public agency¹, the Grantee will be responsible for: (a) preparing the Environmental Review Report for an Exempt Project and notice of exemption; and (b) filing the notice of exemption. For exempt projects where the Grantee is not a public agency (e.g., fire safe council), CAL FIRE or another public agency will be responsible for (a) preparing the Environmental Review Report for an Exempt Project and notice of exemption; and (b) filing the notice of exemption.

For non-exempt projects where the Grantee is a public agency, the Grantee will assume the role of lead agency. For non-exempt projects where the Grantee is not a public agency (e.g., fire safe council), CAL FIRE or another public agency will need to assume the role of lead agency. The lead agency is responsible for: (a) performing the necessary environmental effects analysis; (b) preparing environmental documents; and (c) filing associated notices.

The lead agency may require the Grantee to prepare, or retain a consultant to prepare, the environmental documents required for demonstrating adequate compliance with CEQA. When CAL FIRE is the lead agency, the Grantee must work closely with the department to ensure the environmental documents reflect its independent judgement.

Grantees should ensure they ask for adequate funds for environmental work when applying for grants. When preparing their budgets, Grantees should consider the need to contract with appropriate resource professionals to do the necessary environmental effects assessment and document preparation work. This may include biologists, professional archaeologists, air quality experts, registered professional foresters, environmental planners, etc.

For all environmental documents where CAL FIRE is the lead agency, except timber harvesting permits or notices, cultural resources must be assessed per the procedures outlined in *Cultural Resources Review Procedures for CAL FIRE Projects*. This may require the project proponent to consult with the appropriate CAL FIRE archaeologist to determine if impacts to cultural resources are possible and what, if any, assessment work will have to be done. This consultation should be done as early in the planning process as possible.

CAL FIRE will review all environmental documents and associated notices for adequate compliance with applicable procedures and CEQA.

¹ "Public agency" includes the following:

PRC § 21062. "Local agency" means any public agency other than a state agency, board, or commission. For purposes of this division a redevelopment agency and a local agency formation commission are local agencies, and neither is a state agency, board, or commission. PRC § 21063. "Public agency" includes any state agency, board, or commission, any county, city and county, city, regional agency, public district, redevelopment agency, or other political subdivision.

14 CCR § 15368 "Local agency" means any public agency other than a state agency, board, or commission. Local agency includes but is not limited to cities, counties, charter cities and counties, districts, school districts, special districts, redevelopment agencies, local agency formation commissions, and any board, commission, or organizational subdivision of a local agency when so designated by order or resolution of the governing legislative body of the local agency.

14 CCR § 15379 "Public agency" includes any state agency, board, or commission and any local or regional agency, as defined in these Guidelines. It does not include the courts of the state. This term does not include agencies of the federal government.

Appendix B – Sample Resolution

**RESOLUTION OF THE (TITLE OF GOVERNING BODY/CITY
COUNCIL/BOARD OF SUPERVISOR/BOARD OF DIRECTORS) OF
(CITY/COUNTY/DISTRICT), STATE OF CALIFORNIA**

Resolution Number: _____

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California **Climate Investment**, which provides funds to the State of California and its political subdivisions for **fire prevention programs**; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out (PROJECT TITLE) project;

NOW, THEREFORE, BE IT RESOLVED that the (GOVERNING BODY):

1. Approved the filing of an application for “**California Climate Investment Fire Prevention Grant Program**”; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of (GOVERNING BODY) are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to (GRANT DEADLINE).
5. Appoints (POSITION TITLE) or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the ____ day of _____, 20__ by the following vote:

AYES:

NOES:

ABSENTS:

Signature

Title

---CERTIFICATION OF RESOLUTION---

Please note the person attesting cannot be the person(s) appointed in (5.)

ATTEST:

I _____, (POSITION TITLE) of the (GOVERNING BODY), witness my hand or the seal of the (GOVERNING BODY) on the ____ day of _____, 20__.

Signature

Title

OFFICIAL SEAL OR
NOTARY CERTIFICATION
(If Applicable)

Appendix C – Invoice

Invoice Guidelines

While the Grantee is not required to use the invoice template included on the [FP Grants website](#) due to differences in accounting systems used by the Grantee, the Grantee must include the following elements when submitting a payment request, either on the Grantee's invoice or as an attachment to the invoice. If a Grantee chooses to use their invoice in lieu of the invoice template provided, the invoice must be put on Grantee's official letterhead.

1. The word "Invoice" shall appear at the top of the page.
2. Grantee Information – Includes the Grantee name and address which shall match the Std. 204 - Payee Data Record submitted with the grant agreement. Payment will be submitted to this address after the invoice has been approved. Grantee shall notify CAL FIRE in writing regarding address changes and effective dates.
3. Invoice Date & Number – Date invoice was issued and unique invoice number to be determined by the Grantee for reference.
4. CAL FIRE Contact Name and Address – Name, Program, and Address of the CAL FIRE designee as identified in the Grant Agreement.
5. Grant Identification – Grant Number, Grant Performance Period, and Project Name as identified in the Grant Agreement.
6. Invoice Period – Performance start and end dates for which Grantee is invoicing CAL FIRE. Under no circumstances will an invoice period outside of the grant performance period be accepted.
7. Payment Type – Indicate whether the invoice is to request an advance payment, interim payment, or final payment.
8. Cost breakdown – Grantee costs must be broken down by the budget item consistent with the approved budget in the Grant Agreement. The Grantee must identify the amount for which CAL FIRE is being billed in the invoice period and the total amount spent and match (if applicable) from the beginning of the grant performance period through the invoice period. Advance requests should still include a breakdown of the budget items for which the Grantee is planning to expend the funds.
9. Offset to current cost – Include the balance of advance funds given to Grantee as well as program income earned from the grant if applicable.
10. The total amount for which Grantee is requesting reimbursement from CAL FIRE.

11. Grantee contact name, phone number, and email address for questions related to the invoice.
12. All backup documentation to support the invoice (see Payment of Grant Funds).
13. Certification and signature of authorized representative - Please see sample invoice for certification language.

Appendix D – Check Lists

Project Application Package Check List

- ☐ Attachment 1 – Completed Project Grant Application Form
- ☐ Attachment 2 – Completed Project Scope of Work
- ☐ Attachment 3 – Completed Project Budget (Excel format)
- ☐ Attachment 4 – PDF Version of Project Map (formatted to 8 ½" x 11")
- ☐ Attachment 5 – State of California Payee Data Record form (Std. 204) – see Appendix I
- ☐ Attachment 6 – Articles of Incorporation, including document w/seal from Secretary of State (non-profit applicant)
- ☐ Attachment 7 – Board Resolution granting authority to sign (non-profits and Local Government)
- ☐ Attachment 8 – Project Mapping Program (online submission only)
- ☐ Attachment 9 – State of California Non-Discrimination Compliance (Std. 19) – see Appendix I
- ☐ Attachment 10 – State of California Drug-Free Workplace Certification (Std. 21) – see Appendix I
- ☐ Attachment 11 – Exhibit A and B of the University Model Agreement (only required for UCs, CSUs and their auxiliary entities that require the use of the University Model Agreement)

Grant Agreement Package Check List

- ☐ Three original signed Grant Agreements with attachments
- ☐ Attachment 1 – Completed Project Grant Application Form
- ☐ Attachment 2 – Completed Project Scope of Work
- ☐ Attachment 3 – Completed Project Budget
- ☐ Attachment 4 – PDF Version of Project Map

Appendix E – Project Application

Project Application Terms

The project application will become Attachment 1 to the Grant Agreement. Several items warrant explanation and are discussed in order as they appear on the form:

Project Tracking Number: Project tracking number is in the following format.

YY-FP-UUU-XXXX

UUU is the Unit identifier – the first three letters from Item 1 CAL FIRE Unit/Contract County. (Ex: UUU = AEU for AEU-Amador El Dorado Unit.) XXXX is a number assigned by CAL FIRE.

Applicants will request a Project Tracking Number by emailing **ONE** of the following:

CNRgrants@fire.ca.gov (Northern Region Contact)

SouthernRegionGrants@fire.ca.gov (Southern Region Contact)

CALFIRE.Grants@fire.ca.gov (Sacramento)

Applicant **MUST** specify the grant application for which they are requesting tracking number. The request shall include:

- The applicant organization name
- The name of the [CAL FIRE Unit](#) where the project or activity will be located.
- The name of the project (if available)
- Email address of the individuals that will need access to the CAL FIRE FP Grants SharePoint folder to submit the application

The CAL FIRE email reply will include the assigned project tracking number as well as links to the SharePoint folder and the Project Mapping Program.

It is highly recommended that applicants request this information at least one week prior to the due date to allow for a timely response to your request.

CalMAPPER ID: If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is not required.

Project name: Though a specific naming convention is not required, many project names include both geographical and activity information. (Ex: High Ridge Fuel Break)

Organization Type: Select the organization type of the organization responsible for the project or activity. **Fire Protection Provider:** Select under which framework the local Fire Service is governed / organized. This cannot be CAL FIRE.

Sponsoring Organization: Legal name of sponsoring organization responsible for the project or activity. If selected for an award, this will be the name of the Grantee used in the grant agreement.

Project Activity: Select the primary activity for the project. Education projects are described in terms of Public Education. Public Education includes activities designed to directly inform the public of fire prevention measures that they can take to reduce risk.

Grant Period: From the date of Execution (signed by CAL FIRE State Fire Marshal or designee) to no later than March 15, 2026. Instructions are included on the application form (pdf).

Limiting Factors: Check the box if there are any limiting factors that may affect the successful completion of the project. Describe these factors in the Scope of Work (Attachment 2).

Timber Harvest Plans (THP): For Fuels Treatment projects, check the box and provide the THP number if there are recent timber harvest plans in the treatment area for which a Notice of Completion has not been filed with CAL FIRE.

Community at Risk: Enter the number (count) of communities in the project area. [Communities at Risk](#) are listed on the Office of the State Fire Marshal website.

Disadvantaged/Low Income Community: Using the [Disadvantaged and Low-Income Community maps](#), select the corresponding boxes that apply to the project.

Describe how your proposal would reduce the total amount of wildfire (and thereby reducing wildfire emissions) around communities, homes, infrastructure, and other highly valued resources, with focus on GHG benefits: Describe in the space provided how your project or activity will reduce GHG emissions.

Federal Responsibility Area: Select the corresponding boxes that apply to the project. If the Project includes work on Federal Lands, provide the total acres.

Project Area Statistics: Determine the proportion of acres in the project area. For the Project Influence Zone, the total acres should encompass all treatment areas or could include a buffer area around the planning/public target. For the Treatment Influence Zone, the total acres should equal the total project acres.

Project Budget: The project budget is provided in the Excel spreadsheet (attachment 3). Enter the grant funding amount being requested, minus any Grantee or partner funds.

Local Wildland Fire Risk Reduction Plans: Check all that apply. Discuss the relationship in the Scope of Work.

Environmental Compliance: Select the appropriate CEQA document type for the project. If the project does not require CEQA compliance, then select “not applicable” from the list. If a CEQA document has been previously completed, then enter the identification number. If an exemption is being used in place of CEQA, list the type of exemption.

Application Submission: Applications are to be submitted by uploading the documents to the CAL FIRE FP Grants SharePoint folder. The electronic application with the attachments will provide greater utility for CAL FIRE review as employees in various offices will be tasked with portions of the application review. A checklist is provided for each of the attachments that are included in the submission package. Enter the file name for each of the files attached that are being submitted. The application, the Project Mapping Program submission, and all associated documents must be uploaded to the CAL FIRE FP Grants SharePoint folder by February 9, 2022 at 3:00 PM PST.

Please use this file naming structure for the attachments:

- 21-FP-UUU-XXXX-Application.pdf
- 21-FP-UUU-XXXX-SOW.doc
- 21-FP-UUU-XXXX-Budget.xls
- 21-FP-UUU-XXXX-MAP.pdf

Where XXXX is the project number from Item 1 Tracking ID and UUU is the Unit identifier – the first three letters from Item 1 [CAL FIRE Unit/Contract County](#).

- | | |
|------------------------------|----------------------------------|
| • AEU-Amador-Eldorado | • NEU-Nevada-Yuba-Placer |
| • BDU-San Bernardino | • ORC-Orange |
| • BEU-San Benito-Monterey | • RRU-Riverside |
| • BTU-Butte | • SBC-Santa Barbara |
| • CZU-San Mateo-Santa Cruz | • SCU-Santa Clara |
| • FKU-Fresno-Kings | • SHU-Shasta-Trinity |
| • HUU-Humboldt-Del Norte | • SKU-Siskiyou |
| • KRN-Kern | • SLU-San Luis Obispo |
| • LAC-Los Angeles | • TCU-Tuolumne-Calaveras |
| • LMU-Lassen-Modoc | • TGU-Tehama-Glenn |
| • LNU-Sonoma-Lake-Napa | • TUU-Tulare |
| • MEU-Mendocino | • VNC-Ventura |
| • MMU-Madera-Mariposa-Merced | • SAC-Statewide Only* |
| • MRN-Marin | *Projects with statewide benefit |
| • MVU-San Diego | shall have a SAC Unit identifier |

Appendix F – Project Scope of Work

Scope of Work Instructions

- Use the Scope of Work template from the Fire Prevention grant program [website](#).
- The instructions in the Scope of Work template are provided to prompt the project applicant to fully describe the proposed project. Please be sure to address each item listed so that the full impact of your project can be considered during the project evaluation and selection phase of this grant process. The document contains boxes for your response. The boxes will expand as needed for a full response. Please provide responses that clearly describe your project while being concise and brief.
- For clarity to the reviewer, it is suggested that you utilize the headers and prompt numbers provided below in the narrative discussion of your proposed project.
- This Scope of Work template should clearly describe your proposed project and reflect the Project Budget Sheet (PBS).
- Further instructions for the Scope of Work are found in the Scope of Work template.
- Upload this Scope of Work to the project application as a separate document with the file name *21- FP-UUU-XXXX-SOW.doc*.

Appendix G – Project Budget Spreadsheet

Project Budget Spreadsheet Instructions:

- **Project Name**
- **Salaries and Wages:** Salaries for wage-earning personnel employed by the Grantee/contractor (not a subcontractor) and working on the project.
- **Employee Benefits:** Benefits for personnel employed by the Grantee/contractor (not a subcontractor) and working on the project.
- **Contractual:** List contracts used to achieve the objectives of the project. Equipment that is rented or leased would be included in this section.
- **Travel and Per Diem:** Expenses for travel (mileage, motel, meals, and incidentals) to off-project locations.
- **Supplies:** Various identifiable supplies needed for the project. Purchase of minor equipment costing less than \$5,000 per unit is categorized as supplies and is to be included in the supply section of the budget. Chainsaws are an example of a supply item because the chainsaw is minor piece of equipment generally costing less than \$5,000 per unit.
- **Equipment:** Equipment costing more than \$5,000 and has a lifespan of more than one year.
- **Other Costs:** Other miscellaneous costs.
- **Indirect Costs:** Expenses of doing business that are of a general nature and is incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, Grant Agreement, project, or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees not directly assigned to a project; functions such as personnel, business services, information technology, and janitorial; and salaries of supervisors and managers. Indirect costs are capped at 12% of the grant amount for this grant for all entities including UC's and CSU's (excludes Equipment).

Upload this Project Budget Sheet to the project application as a separate document with the file name: 21-FP-UUU-XXXX-Budget.xls

- Where: XXXX is the project number
- And: UUU is the 3-letter identifier (see item 1 on the Project Application form)

Appendix H - PDF Project Map

In addition to the online project and treatment maps, Include a pdf map(s) of the project with the project application. The maps shall meet the following requirements:

- Electronic format of PDF.
- Printed format(s) should measure 8 ½ by 11 inches.
- The scale should be 1:24,000 scale or greater. The maps should show enough of the surrounding area so that the application review team can get a sense of the relationship of the project to the surrounding area.
- The map(s) should clearly show:
 - Project boundaries
 - Treatment area(s) by type
 - Roads
 - Watercourses
 - Parcels
 - City/County/Unit
 - Proximity to wildfire threatened communities
 - Other necessary information
- Legend: Include a map legend that identifies:
 - The features on the map
 - The project tracking number
 - Project name
 - Project proponent

Appendix I – Standard Required Forms

These standard forms are required to be submitted with the Project Application.

Payee Data Record form (STD. 204): CAL FIRE utilizes this form internally for all Grantees. This form is required for all applicants, including local governments, despite the language on the form. [Payee Data Record STD. 204](#)

Nondiscrimination Compliance Statement form (STD. 19): [Nondiscrimination Compliance Statement STD. 19](#)

A Drug-Free Workplace Certification form (STD. 21): [Drug-Free Workplace Certification STD. 21](#)

Appendix J – CalMAPPER for Awarded Grants

All California Climate Investments (CCI) funded projects will be recorded in CAL FIRE's Management Activity Project Planning & Event Reporter (CalMAPPER). To achieve this, Grantees will need to provide spatial information about where the project is occurring on the landscape, identify an appropriate treatment objective or category for their project, and identify what activities occurred under the category to their local CAL FIRE Unit.

Spatial data requirement

The Grantee will work with the [local CAL FIRE Unit](#) to provide spatial data that allows CAL FIRE to enter the project into CalMAPPER. Spatial data can include but is not limited to shapefiles, gpx files, KML/KMZ files, etc. The Grantee will work with the local unit to identify the most appropriate format for their data to be submitted, based on the capabilities of the Grantee and the needs of the local unit.

Grant Categories

CCI grants are divided into two categories for CalMAPPER entry:

1. Hazardous Fuels Reduction or
2. Wildfire Prevention Planning and Education

Hazardous Fuels Reduction

Hazardous Fuels Reduction projects funded under CCI should fall into one of the following treatment objectives:

- Fuels Reduction: Work conducted in an area where the primary objective is to reduce fuel loads.
- Fuel Break: Work conducted to modify flammable vegetation to create defensible space to reduce fire spread to structures and/or natural resources, and to provide a safer location to fight the fire. Fuel breaks are strategically placed along a ridge, valley bottom, access road, or around a subdivision.
- Right of Way Clearance: Work conducted along the right of way of fire roads, county roads, or highways for purposes of improved ingress and egress. This includes the removal of dead trees resulting from insect or drought. Right of Way Clearance is not done with the intent of stopping a fire at the location of work but instead focuses on ingress and egress enhancement.
- Other: If the Grantee's project does not fall into one of the previously identified treatment objectives, the Grantee will need to work with the local unit.

CALMAPPER, continued

Fire Prevention Planning and Education

Fire Prevention Planning and Education projects funded under CCI should fall into one of the following categories:

- Community Plans Developed or Revised
- Education Outreach (includes Public Service Announcements)
- Public Meetings
- Signage
- WUI Pre-Planning
- Wildfire Risk Mapping
- Evacuation Plans
- Other: If the Grantees project does not fall into one of the previously identified categories, the Grantee will need to work with the local unit. to identify an appropriate category for entry into CalMAPPER.

Grant Activities

Below is a list of appropriate activities based on the Hazardous Fuels Reduction Treatment Objectives identified above, if the Grantee is completing an activity that is not listed below consult with the local [CAL FIRE Unit](#) to identify an appropriate activity for entry into CalMAPPER.

Fuels Reduction

- | | |
|----------------------|------------------------------------|
| • Air Curtain Burner | • Pile Burning |
| • Biomass Removal | • Piling (Mechanical) |
| • Boundary Mapping | • Piling (Manual) |
| • Chaining | • Project Administration |
| • Chipping | • Pruning |
| • Crushing | • Planning Meeting |
| • Erosion Control | • Public Contacts |
| • Grazing | • Public Meetings |
| • Hand Line | • RPF Supervision |
| • Herbicide | • Site Assessment |
| • Lop and Scatter | • Thinning |
| • Mastication | • Trees Felled (>10" dbh>20' tall) |
| • Milling | |

CALMAPPER Grant Activities, continued

Fuel Break

- Biomass Removal
- Boundary Mapping
- Chaining
- Chipping
- Crushing
- Dozer Line
- Erosion Control
- Grazing
- Hand Line
- Herbicide
- Lop and Scatter
- Mastication
- Pile Burning
- Piling (Mechanical)
- Piling (Manual)
- Project Administration
- Pruning
- Planning Meeting
- Public Contacts
- Public Meetings
- RPF Supervision
- Site Assessment
- Thinning
- Trees Felled (>10" dbh>20' tall)

Right of Way Clearance

- Biomass Removal
- Boundary Mapping
- Chaining
- Chipping
- Crushing
- Erosion Control
- Grazing
- Herbicide
- Lop and Scatter
- Mastication
- Pile Burning
- Piling (Mechanical)
- Piling (Manual)
- Project Administration
- Pruning
- Planning Meeting
- Public Contacts
- Public Meetings
- RPF Supervision
- Site Assessment
- Thinning
- Trees Felled (>10" dbh>20' tall)

Appendix K – Low-Income and Disadvantaged Communities

California Climate Investments are required to meet minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households collectively referred to as “priority populations” and defined by Assembly Bill 1550.

CAL FIRE’s Fire Prevention Grants Program and Forest Health Program has a goal of funding a percentage of projects that benefit Low-Income Communities or Households. This is not a requirement for eligibility, but preference will be given to projects that benefit a priority population.

Achieving “Low-Income Community or Household” designation requires 3 steps:

Step 1: Identify the Priority Population(s). Located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household. [California Air Resource Board’s Community Investments](#) webpage may be used to identify the census tract.

Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household; and

Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations.

The following tables will assist you in achieving the designation and can be found on the California Air Resources Board [CCI Quantification, Benefits, and Reporting Materials](#) webpage.

Table 1 LAND RESTORATION & FOREST HEALTH: Projects will increase carbon storage through restoration and management of natural lands.
Projects must satisfy the applicable criteria through Step 3 to be considered to provide direct, meaningful, and assured benefits to priority populations and count toward CCI's statutory investment minimums. <i>Only those projects that satisfy all three Steps will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."</i>
Step 1 – Identify the Priority Population(s). Evaluate the project against each of the following criteria. Check all boxes that apply.
Note: For this project type, the majority of the project must be located within a disadvantaged or low-income community census tract. An online mapping tool and a "look-up" tool list of "low-income" thresholds by county and household size are available at: https://www.arb.ca.gov/ci-communityinvestments.
☐ A. Is the project located within the boundaries of a disadvantaged community census tract? ☐ B. Is the project located within the boundaries of a low-income community census tract? ☐ C. Is the project located outside of a disadvantaged community, but within ½-mile of a disadvantaged community and within a low-income community census tract? ☐ D. Is the project located within the boundaries of a low-income household?
<i>If a project does not meet at least one of the qualifying criteria in Step 1, the project does not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed. If the project meets at least one Step 1 criterion, continue the evaluation in Step 2.</i>
Step 2 – Address a Need. Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.
To identify a need that the project will address, agencies and/or applicants can use a variety of approaches: ☐ A. Recommended Approach: Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs; ☐ B. Recommended Approach: Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support;

Evaluation Criteria for Providing Benefits To Priority Populations

Table 1 Cont'd: LAND RESTORATION & FOREST HEALTH	
Step 2 – Address a Need (continued). Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.	
☐	C. Alternative Approach: Where direct engagement is infeasible, look at the individual factors in CalEnviroScreen 3.0 that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75 th percentile), and confirm that the project will reduce the impacts of at least one of those factors; or
☐	D. Alternative Approach: Where direct engagement is infeasible, refer to the list of needs for priority populations in CARB's Funding Guidelines Table 5 (see attached) and confirm that the project addresses at least one listed need.
Describe identified community or household need(s): 	
<i>If the project addresses a community or household need as described in Step 2, proceed to Step 3. If the project does not address a community or household need, it will not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed.</i>	
Step 3 – Provide a Benefit. Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. The benefit provided must directly address the identified need.	
Project must meet at least one of the following benefit criteria:	
☐	A. Project restores a site that allows public access;
☐	B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities;
☐	C. Project significantly reduces fire risk to households within one or more disadvantaged or low-income communities;
☐	D. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.
<i>If the project meets the criteria in Steps 1, 2, and 3, it will be considered as providing direct, meaningful, and assured benefits to priority populations and will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."</i>	

Appendix L – How to Apply

Applicants are strongly encouraged to work with their [local CAL FIRE Unit](#) for guidance in developing project plans before applying. CAL FIRE Units are staffed with skilled professionals who possess knowledge of local area Fire Prevention needs. A relationship with the local CAL FIRE Unit enhances the potential for a successful application and project award.

Applicants will request a Project Tracking Number by emailing **ONE** of the following:

CNRgrants@fire.ca.gov (Northern Region Contact)

SouthernRegionGrants@fire.ca.gov (Southern Region Contact)

CALFIRE.Grants@fire.ca.gov (Sacramento)

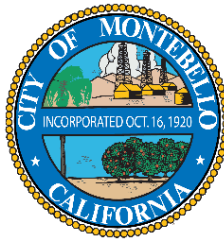
Applicant **MUST** specify the grant application for which they are requesting tracking number. The request shall include:

- The applicant organization name
- The name of the [CAL FIRE Unit](#) where the project or activity will be located.
- The name of the project (if available)
- Email address of the individuals that will need access to the CAL FIRE SharePoint Folder to submit the application

It is highly recommended that applicants request this information at least one week prior to the due date to allow for a timely response to your request. **The CAL FIRE email reply will include the assigned Project tracking number as well as links to the SharePoint folder and the Project Mapping Program.** All application forms, instructions, and attachments can be found on the [CAL FIRE FP Grants Website](#).

The Instructions on how to draw and submit Geo Point and Polygons in the Project Mapping Program can also be found at [CAL FIRE FP Grants](#). There is a video and a quick reference guide with screenshots of the online mapping program. **Hazardous Fuel Reduction applications without online Geo Points and Polygons will not be accepted. Fire Prevention Planning and Education grants will submit the Geo Point only.**

Grantees are required to include the California Climate Investments funding boilerplate and logo with the CAL FIRE logo on all outreach and public-facing materials including but not limited to press releases, media advisories, printed collateral, event invitations, signs, and project/program websites.

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

TO: Honorable Mayor and City Council Members

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

BY: Rafael Gutierrez, City Treasurer
Michael Solorza, Director of Finance

SUBJECT: Treasurer's Report for the Quarter Ending December 31, 2021

DATE: January 26, 2022

RECOMMENDATION:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2021.

FISCAL IMPACT

Attached is a cash report and portfolio summary as of December 31, 2021 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing the last three quarter ending balances, with variance calculations showing the change in cash balance. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	Sept. 30, 2021	Dec 31, 2021	Variance to Prior Qtr	Variance to Prior YE
General	53,894,820	54,589,647	62,080,332	7,490,686	8,185,512
Successor Agency	13,524,868	9,069,825	15,406,546	6,336,721	1,881,678
Housing Successor Agency	455,562	621,444	622,422	978	166,861
Trust & Agency	1,300,657	1,331,749	1,350,283	18,534	49,627
401 a(h) Trust Accounts	13,565	13,564	13,564	-	(0)
	69,189,471	65,626,229	79,473,148	13,846,919	10,283,677

As of December 31, 2021, total available cash was \$13.84 million more than the quarter ending September 30, and \$10.28 million more than the 2020-21 fiscal year end balance. This cash situation is to be expected as December is a positive cash flow month with property tax receipts being recorded. In addition, the City has funds from the recent sale

Treasurer's Report for the Quarter Ending December 31, 2021

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of 310 W. Whittier (Chevrolet of Montebello). The City's overall cash position has improved over the years. For example, the December balance in 2018 was \$45.56 million, vs. the \$79.47 million in 2021.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments.

The effective rate of return on the City's investment portfolio as of December 31, 2021 was 1.09%, this compares to 1.20% as of September 30, 2021, 0.41% as of June 30, 2021 and 1.10% as of June 30, 2020. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. Recent data (January 3) have the 10-year yield at 1.63%, the 5-year yield at 1.37%, and the 2-year yield at 0.78. These yields all saw slight increases vs. data from November 2021, indicating the upward trend in Treasury yields as the market anticipates the Federal Reserve increasing benchmark rates in 2022. The majority of the City's idle cash is held in LAIF, with the December, 2021 yield at 0.212%.

The table below shows the last several years of investment income (General Fund), which is a function of both invested balance and rate of return, at discrete points in time:

	FY 18-19 ACTUAL	FY 19-20 ADOPTED	FY 19-20 ACTUAL	FY 20-21 ADOPTED	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 21-22 FORECAST
INVESTMENT INCOME	679,437	402,706	367,133	350,000	420,710	575,000	475,000

The City's current investment policy allows funds to be invested in a broad range of Government Code approved fixed income vehicles. Staff will work to analyze opportunities that will help the City's idle cash work harder (i.e., earn additional income) while not sacrificing safety or liquidity.

BACKGROUND

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performances to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of the West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Credit union (i.e., Certificates of Deposit)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

Treasurer's Report for the Quarter Ending December 31, 2021

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The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax "true up" payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a credit union and clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately \$3.224 million).

The table below provides an overview of the City's major liquid cash accounts: Bank of the West checking and the two separate LAIF accounts. The changing amounts in available cash show the trends of incoming revenue vs. outgoing expenses throughout the year. The average monthly balance for the City's checking account since June 2020 is \$5.07 million, more than sufficient to meet weekly expenses.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	JULY	\$ 2,043,567	\$ 40,098,514	\$ 9,536,864
2020	AUGUST	\$ 5,106,038	\$ 33,523,514	\$ 9,536,864
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	OCTOBER	\$ 3,042,517	\$ 24,098,975	\$ 9,557,116
2020	NOVEMBER	\$ 2,764,317	\$ 15,498,975	\$ 9,557,116
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	JANUARY	\$ 5,757,699	\$ 21,031,241	\$ 9,572,227
2021	FEBRUARY	\$ 4,460,524	\$ 25,031,241	\$ 9,572,227
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	APRIL	\$ 2,384,873	\$ 35,556,500	\$ 9,582,684
2021	MAY	\$ 4,527,709	\$ 37,556,500	\$ 9,582,684
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	JULY	\$ 4,552,118	\$ 55,583,249	\$ 9,590,508
2021	AUGUST	\$ 5,796,926	\$ 53,583,249	\$ 9,090,508
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	OCTOBER	\$ 3,316,738	\$ 42,614,204	\$ 8,996,214
2021	NOVEMBER	\$ 9,604,069	\$ 42,614,204	\$ 8,996,214
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
	AVERAGE	\$ 5,070,930	\$ 35,319,829	\$ 9,417,844

The City's Investment Policy was reviewed and approved by the City Council on June 23, 2021. Prior to that, the policy was reviewed, approved and updated on October 28, 2020

(and prior to that, August 19, 2019). The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made. The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code, which has been rectified in the last two years.

In an effort to ensure the City complies with State law, the investment policy will be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 101 year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

SUMMARY

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2021.

ATTACHMENTS:

- A. Attachment A – Cash Report as of December 31, 2021
- B. Attachment B – Portfolio Summary as of December 31, 2021

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF DECEMBER 31, 2021**

BANK OF THE WEST

	Account Number	Account Name	12/31/21
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$622,422.27
2	XXXX-XX093	Successor Agency of the City of Montebello	\$6,410,331.60
3	XXXX-71041	City of Montebello	\$1,202,252.64
4	XXXX-00184	City of Montebello - FSA	\$14,360.45
5	XXXX-XX331	General	\$10,757,576.28
6	XXXX-XX287	Trust & Agency	\$145,069.37
7	XXXX-XX803	Police Retiree Health Account	\$828,201.43
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$362,651.99
			<u>\$20,342,866.03</u>

STATE OF CALIFORNIA

	Account Number	Account Name	12/31/21
1	XX-XX-551	General	\$46,614,203.42
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$8,996,214.26
			<u>\$55,610,417.68</u>

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	12/31/21
1	XXXXX30	Savings Account	\$6.38
2	CD	Certificate of Deposit (4/26/21 - 4/27/22)	\$282,293.74
			<u>\$282,300.12</u>

FIRST MERCANTILE TRUST

	Account Number	Account Name	12/31/21
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			<u>\$13,564.46</u>

Pershing LLC - CDs

	Account Number	Account Name	12/31/21
	CD	Enerbank USA (10/9/19-9/13/23)	\$249,000.00
	CD	Ally Bank (10/9/19-10/3/22)	\$247,000.00
	CD	Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
	CD	Capital One Bank USA (10/10/19-9/6/22)	\$247,000.00
	CD	Capital One NA (10/10/19-9/6/22)	\$247,000.00
	CD	Goldman Sachs Bank USA (10/10/19-9/26/22)	\$247,000.00
	CD	RIA Federal Credit Union (10/11/19-10/11/23)	\$249,000.00
	CD	BMW Bank North America (10/11/19-10/11/23)	\$247,000.00
	CD	Wells Fargo Bank (10/17/19-10/17/22)	\$249,000.00
	CD	Merrick Bank (10/18/19-10/18/24)	\$249,000.00
	CD	Encore Bank (10/23/19-4/25/22)	\$249,000.00
	CD	Morgan Stanley Bank (10/30/19-10/30/24)	\$249,000.00
	CD	HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
			<u>\$3,224,000.00</u>

Total General Cash/Investments	\$62,080,332.46
Total SA Cash/Investments	\$15,406,545.86
Total HSA Cash/Investments	\$622,422.27
Total T&A Cash/Investments	\$1,350,283.24
Total Trustee Cash	\$13,564.46
Total Cash/Investments	<u>\$79,473,148.29</u>

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
December 31, 2021

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - CU	280,566.49	280,566.49	280,566.49	0.56	365	116	1.775	1.800
Local Agency Investment Funds	46,614,203.42	46,614,203.42	46,614,203.42	93.01	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	3,222,000.00	3,222,000.00	3,222,000.00	6.43	1,378	582	1.732	1.756
	50,116,776.29	50,116,776.29	50,116,776.29	100.00%	92	39	1.323	1.341

Investments

Cash, Pending Redemptions and Accrued Interest

Passbook/Checking (not included in yield calculations)	11,959,828.92	11,959,828.92	11,959,828.92		1	1	0.000	0.000
Accrued Interest at Purchase		2,154.19	2,154.19					
Pending Redemptions	498,000.00	498,000.00	498,000.00					
Subtotal		12,459,983.11	12,459,983.11					
Total Cash, Pending Redemptions and Investments	62,574,605.21	62,576,759.40	62,576,759.40		92	39	1.323	1.341

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	52,947.59	207,264.79
Average Daily Balance	56,997,097.76	59,019,455.91
Effective Rate of Return	1.09%	0.70%

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Reporting period 12/01/2021-12/31/2021

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
December 31, 2021

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - CU												
52A	52A	F&A FEDERAL CREDIT UNION		04/27/2021	280,566.49	280,566.49	280,566.49	1.800		1.800	116	04/27/2022
Subtotal and Average			280,566.49		280,566.49	280,566.49	280,566.49			1.800	116	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	46,614,203.42	46,614,203.42	46,614,203.42	1.310		1.310	1	
Subtotal and Average			42,743,235.68		46,614,203.42	46,614,203.42	46,614,203.42			1.310	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
Subtotal and Average			6.38		6.38	6.38	6.38			0.500	1	
Negotiable CDs												
02007GMC4.	32	ALLY BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	275	10/03/2022
05580ASV7	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	648	10/11/2023
14042RNV9	37	CAPITAL ONE NA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800		1.544	248	09/06/2022
14042TCM7	35	CAPITAL ONE BANK USA NA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800		1.544	248	09/06/2022
29260MAP0	48	ENCORE BANK		10/23/2019	249,000.00	249,000.00	249,000.00	1.700		1.703	114	04/25/2022
29278TLF5	34	ENERBANK USA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	620	09/13/2023
38149MGL1	39	GOLDMAN SACHS BANK USA		10/10/2019	247,000.00	247,000.00	247,000.00	1.950		1.678	268	09/26/2022
44329ME33	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	1,222	05/07/2025
59013KDM5	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	1,021	10/18/2024
61760AX53	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	978	09/05/2024
749622AP1	43	RIA FEDERAL CREDIT UNION		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	648	10/11/2023
7954504D4	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	991	09/18/2024
949763L46	46	WELLS FARGO BANK		10/17/2019	249,000.00	249,000.00	249,000.00	2.000		2.002	289	10/17/2022
Subtotal and Average			3,222,000.00		3,222,000.00	3,222,000.00	3,222,000.00			1.756	582	
Total and Average			56,997,097.76		50,116,776.29	50,116,776.29	50,116,776.29			1.341	39	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
December 31, 2021

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	11,959,828.92	11,959,828.92	11,959,828.92			0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		2,154.19	2,154.19				1
				Subtotal		11,961,983.11	11,961,983.11				
Total Cash and Investments			56,997,097.76		62,076,605.21	62,078,759.40	62,078,759.40			1.341	39

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2021

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Certificates of Deposit - CU													
52A	52A	F&A		04/27/2021	280,566.49	280,566.49	280,566.49	1.800	116	1.800	1,745.60	0.00	04/27/2022
Subtotal and Average			280,566.49		280,566.49	280,566.49	280,566.49	1.800	116	1.800	1,745.60	0.00	
Local Agency Investment Funds													
SYS200	200	LAIF		07/01/2019	46,614,203.42	46,614,203.42	46,614,203.42	1.310	1	1.310	-45,521.75	0.00	
Subtotal and Average			42,743,235.68		46,614,203.42	46,614,203.42	46,614,203.42	1.310	1	1.310	-45,521.75	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.08	0.00	
950516181	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
Subtotal and Average			6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.72	0.00	
Negotiable CDs													
02007GMC4.	32	ALLY		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	275	1.901	1,080.04	0.00	10/03/2022
05580ASV7	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	648	1.851	1,026.57	0.00	10/11/2023
14042RNV9	37	CAPITA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800	248	1.544	1,011.01	0.00	09/06/2022
14042TCM7	35	CAPONE		10/10/2019	247,000.00	247,000.00	247,000.00	1.800	248	1.544	1,011.01	0.00	09/06/2022
29260MAP0	48	ENCORE		10/23/2019	249,000.00	249,000.00	249,000.00	1.700	114	1.702	452.44	0.00	04/25/2022
29278TLF5	34	ENERBA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800	620	1.800	282.42	0.00	09/13/2023
38149MGL1	39	GOLDMA		10/10/2019	247,000.00	247,000.00	247,000.00	1.950	268	1.678	1,095.26	0.00	09/26/2022
44329ME33	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	1222	1.300	470.35	0.00	05/07/2025
59013KDM5	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	1021	1.902	570.31	0.00	10/18/2024
61760AX53	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	978	1.902	1,080.03	0.00	09/05/2024
749622AP1	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	648	1.801	626.25	0.00	10/11/2023
7954504D4	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	991	1.902	1,080.03	0.00	09/18/2024
949763L46	46	WELLS		10/17/2019	249,000.00	249,000.00	249,000.00	2.000	289	2.001	614.05	0.00	10/17/2022
Subtotal and Average			3,222,000.00		3,222,000.00	3,222,000.00	3,222,000.00	1.815	582	1.756	10,399.77	0.00	
Total and Average			56,997,097.76		50,116,776.29	50,116,776.29	50,116,776.29	1.345	39	1.341	-40,923.10	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2021

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	11,959,828.92	11,959,828.92	11,959,828.92	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		2,154.19	2,154.19					
				Subtotal		11,961,983.11	11,961,983.11					
Total Cash and Investments			56,997,097.76			62,076,605.21	62,078,759.40	1.086	32	1.083	-40,923.10	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
December 31, 2021

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Certificates of Deposit - CU												
52A	52A	F&A	280,566.49	1.800	04/27/2022	04/27/2021	1.775	1.800	04/30 - Monthly		280,566.49	280,566.49
Certificates of Deposit - CU Totals			280,566.49				1.775	1.800		0.00	280,566.49	280,566.49
Local Agency Investment Funds												
SYS200	200	LAIF	46,614,203.42	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		46,614,203.42	46,614,203.42
Local Agency Investment Funds Totals			46,614,203.42				1.292	1.310		0.00	46,614,203.42	46,614,203.42
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Negotiable CDs												
02007GMC4.	32	ALLY	247,000.00	1.900	10/03/2022	10/09/2019	1.876	1.902	04/03 - 10/03	77.15	247,000.00	247,000.00
05580ASV7	40	BMW	247,000.00	1.850	10/11/2023	10/11/2019	1.826	1.851	04/11 - 10/11		247,000.00	247,000.00
14042RNV9	37	CAPITA	247,000.00	1.800	09/06/2022	10/10/2019	1.523	1.544	03/05 - 09/05	426.33	247,000.00	247,000.00
14042TCM7	35	CAPONE	247,000.00	1.800	09/06/2022	10/10/2019	1.523	1.544	03/05 - 09/05	426.33	247,000.00	247,000.00
29260MAP0	48	ENCORE	249,000.00	1.700	04/25/2022	10/23/2019	1.679	1.703	11/23 - Monthly		249,000.00	249,000.00
29278TLF5	34	ENERBA	249,000.00	1.800	09/13/2023	10/09/2019	1.776	1.801	10/13 - Monthly	319.27	249,000.00	249,000.00
38149MGL1	39	GOLDMA	247,000.00	1.950	09/26/2022	10/10/2019	1.655	1.678	03/25 - 09/25	197.94	247,000.00	247,000.00
44329ME33	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
59013KDM5	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
61760AX53	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
749622AP1	43	RIA	249,000.00	1.800	10/11/2023	10/11/2019	1.777	1.801	11/11 - Monthly		249,000.00	249,000.00
7954504D4	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
949763L46	46	WELLS	249,000.00	2.000	10/17/2022	10/17/2019	1.975	2.002	11/17 - Monthly		249,000.00	249,000.00
Negotiable CDs Totals			3,222,000.00				1.732	1.756		2,154.19	3,222,000.00	3,222,000.00
Investment Totals			50,116,776.29				1.323	1.341		2,154.19	50,116,776.29	50,116,776.29

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
December 31, 2021

Page 2

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	11,959,828.92			08/31/2019	0.000	0.000	07/31 - Monthly		11,959,828.92	11,959,828.92
Cash Totals			11,959,828.92							0.00	11,959,828.92	11,959,828.92
Total Cash and Investments			62,076,605.21				1.323	1.341		2,154.19	62,076,605.21	62,076,605.21

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
December 31, 2021

Page 1

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					249,000.00
Negotiable CDs					
58404DFM8	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
Subtotal					249,000.00
Total Pending Redemptions					498,000.00

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
December 1, 2021 through December 31, 2021

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - CU								
		Subtotal	280,566.49					280,566.49
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.310		4,000,000.00	0.00	
		Subtotal	42,614,203.42			4,000,000.00	0.00	46,614,203.42
Savings Accounts (Monthly Summary)								
		Subtotal	6.38					6.38
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				1,248,824.36	0.00	
		Subtotal	10,711,004.56			1,248,824.36	0.00	11,959,828.92
Negotiable CDs								
		Subtotal	3,222,000.00					3,222,000.00
		Total	56,827,780.85			5,248,824.36	0.00	62,076,605.21

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
June 2021 through December 2021

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2021	19	41,308,072.46	1.332	1.351	1.310	0	0	115	63
July	2021	19	59,334,821.21	1.320	1.338	1.310	0	0	81	42
August	2021	19	57,334,821.21	1.321	1.339	1.310	0	0	83	42
September	2021	19	51,334,821.21	1.324	1.343	1.310	0	0	93	44
October	2021	19	46,116,776.29	1.326	1.344	1.310	0	0	99	47
November	2021	19	46,116,776.29	1.326	1.344	1.310	0	0	99	45
December	2021	18	50,116,776.29	1.323	1.341	1.310	0	0	92	39
Average		19	50,237,552.14	1.325%	1.343%	1.310	0	0	95	46

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
June 2021 through December 2021

Page 1

Security Type	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	Average by Period
Certificates of Deposit - Bank								
Certificates of Deposit - CU	0.7	0.5	0.5	0.6	0.6	0.6	0.6	0.6%
Local Agency Investment Funds	90.9	93.7	93.5	92.7	92.4	92.4	93.0	92.7%
Money Market Funds								
Commercial Paper Disc. -At Cost								
Federal Agency Issues Disc.-At Cost								
Treasury Discounts -At Cost								
Miscellaneous Discounts -At Cost								
Savings Accounts								
Checking Accounts								
Negotiable CDs	8.4	5.9	6.1	6.8	7.0	7.0	6.4	6.8%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
December 31, 2021

Page 1

	December 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	3,786.47	32,534.37
Plus Accrued Interest at End of Period	12,145.37	12,145.51
Less Accrued Interest at Beginning of Period	(10,540.50)	(11,467.89)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	5,391.34	33,211.99
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	5,391.34	33,211.99
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	57,703.83
Plus Accrued Interest at End of Period	-53,068.47	-53,068.47
Less Accrued Interest at Beginning of Period	(-100,624.72)	(-169,417.44)
Interest Earned during Period	47,556.25	174,052.80
Total Interest Earned during Period	52,947.59	207,264.79
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	52,947.59	207,264.79

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
December 31, 2021

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	8,996,214.26	8,996,214.26	8,996,214.26	100.00	1	1	0.334	0.339
Investments	8,996,214.26	8,996,214.26	8,996,214.26	100.00%	1	1	0.334	0.339
Cash								
Passbook/Checking (not included in yield calculations)	6,410,331.60	6,410,331.60	6,410,331.60		1	1	0.000	0.000
Total Cash and Investments	15,406,545.86	15,406,545.86	15,406,545.86		1	1	0.334	0.339

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	2,590.17	13,394.44
Average Daily Balance	15,359,100.60	11,657,647.64
Effective Rate of Return	0.20%	0.23%

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Reporting period 12/01/2021-12/31/2021

Run Date: 01/10/2022 - 13:26

Portfolio SA
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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
December 31, 2021

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	8,996,214.26	8,996,214.26	8,996,214.26	0.339		0.339	1	
		Subtotal and Average	8,996,214.26		8,996,214.26	8,996,214.26	8,996,214.26			0.339	1	
		Total and Average	15,359,100.60		8,996,214.26	8,996,214.26	8,996,214.26			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
December 31, 2021

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	6,410,331.60	6,410,331.60	6,410,331.60			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			15,359,100.60		15,406,545.86	15,406,545.86	15,406,545.86			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2021

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	8,996,214.26	8,996,214.26	8,996,214.26	0.339	1	0.339	-19,852.00	0.00	
Subtotal and Average			8,996,214.26		8,996,214.26	8,996,214.26	8,996,214.26	0.339	1	0.339	-19,852.00	0.00	
Total and Average			15,359,100.60		8,996,214.26	8,996,214.26	8,996,214.26	0.339	1	0.339	-19,852.00	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2021

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	6,410,331.60	6,410,331.60	6,410,331.60	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			15,359,100.60		15,406,545.86	15,406,545.86	15,406,545.86	0.198	1	0.198	-19,852.00	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
December 31, 2021

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	8,996,214.26	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		8,996,214.26	8,996,214.26
Local Agency Investment Funds Totals			8,996,214.26				0.334	0.339		0.00	8,996,214.26	8,996,214.26
Investment Totals			8,996,214.26				0.334	0.339		0.00	8,996,214.26	8,996,214.26

**SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
December 31, 2021**

Page 2

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	6,410,331.60			08/31/2019	0.000	0.000	09/30 - Monthly		6,410,331.60	6,410,331.60
Cash Totals			6,410,331.60							0.00	6,410,331.60	6,410,331.60
Total Cash and Investments			15,406,545.86				0.334	0.339		0.00	15,406,545.86	15,406,545.86

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
December 1, 2021 through December 31, 2021

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	8,996,214.26					8,996,214.26
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				49,026.77	0.00	
		Subtotal	6,361,304.83			49,026.77	0.00	6,410,331.60
		Total	15,357,519.09			49,026.77	0.00	15,406,545.86

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
June 2021 through December 2021

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2021	2	9,582,684.00	0.334	0.339	0.339	0	0	1	1
July	2021	2	9,590,507.99	0.334	0.339	0.339	0	0	1	1
August	2021	2	9,090,507.99	0.334	0.339	0.339	0	0	1	1
September	2021	2	9,020,507.99	0.334	0.339	0.339	0	0	1	1
October	2021	2	8,996,214.26	0.334	0.339	0.339	0	0	1	1
November	2021	2	8,996,214.26	0.334	0.339	0.339	0	0	1	1
December	2021	2	8,996,214.26	0.334	0.339	0.339	0	0	1	1
Average		2	9,181,835.82	0.334%	0.339%	0.339	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
June 2021 through December 2021

Page 1

Security Type	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	Average by Period
Certificates of Deposit - Bank								
Certificates of Deposit - CU								
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds								
Federal Agency Issues Disc.-At Cost								
Treasury Discounts -At Cost								
Savings Accounts								
Checking Accounts								

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
December 31, 2021

Page 1

	December 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	13,530.26
Plus Accrued Interest at End of Period	-19,852.00	-19,852.00
Less Accrued Interest at Beginning of Period	(-22,442.17)	(-19,716.18)
Interest Earned during Period	2,590.17	13,394.44
Total Interest Earned during Period	2,590.17	13,394.44
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	2,590.17	13,394.44

RESOLUTION NO. 22-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1523, consisting of 6 pages, and including:

Warrant No.

General: Checks No.595164 through 595252;
ACH No. 1476 through 1511;
Successor Agency Checks No.1487 through 1487

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance 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 passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 26th day of January 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-07

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-07 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 26th day of January 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



City of Montebello

Register of Demands No.

From Payment Date: 01/06/22 - To Payment Date:01/13/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
1476	01/06/2022	\$467.24	UNIFORM EXPENSE	2586	AMAZON CAPITAL SERVICES INC
1477	01/06/2022	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
1478	01/06/2022	\$7,210.00	CONTRACT SERVICES	371	FLO-SERVICES INC
1479	01/06/2022	\$1,100.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES
1480	01/06/2022	\$322.55	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1481	01/06/2022	\$1,392.72	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
1482	01/06/2022	\$441.00	EDUCATION REIMBURSEMENT	2704	JACQUELINE JAUREGUI
1483	01/06/2022	\$788.00	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1484	01/06/2022	\$1,023.74	SUPPLIES	26670	LIFE-ASSIST INC
1485	01/06/2022	\$7,565.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
1486	01/06/2022	\$6,009.82	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
1487	01/06/2022	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
1488	01/06/2022	\$30,408.69	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1489	01/06/2022	\$13,013.46	IMPROVEMENTS OTHER THAN BLDG	3369	SALLY SWANSON ARCHITECTS INC
1490	01/06/2022	\$772.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1491	01/06/2022	\$2,405.54	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
1492	01/06/2022	\$1,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
1493	01/06/2022	\$219.75	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
1494	01/13/2022	\$12,518.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
1495	01/13/2022	\$538.19	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
1496	01/13/2022	\$1,236.74	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1497	01/13/2022	\$4,682.03	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC



City of Montebello

Register of Demands No.

From Payment Date: 01/06/22 - To Payment Date:01/13/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1498	01/13/2022	\$3,342.78	SUPPLIES	62880	AMERICAN MARKER
1499	01/13/2022	\$642.34	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1500	01/13/2022	\$494,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
1501	01/13/2022	\$341.78	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
1502	01/13/2022	\$795.00	TRAVEL & MEETINGS	2636	RENE BOBADILLA
1503	01/13/2022	\$461.01	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1504	01/13/2022	\$20,376.00	CONTRACT SERVICES	2793	IBE DIGITAL
1505	01/13/2022	\$140.15	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1506	01/13/2022	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
1507	01/13/2022	\$150.00	TRANSIT EXPENSE	1620	VERONICA PALAFOX
1508	01/13/2022	\$10,006.53	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1509	01/13/2022	\$14,460.84	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1510	01/13/2022	\$103,515.12	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1511	01/13/2022	\$63.05	CONTRACT SERVICES	3140	WEX HEALTH INC
ACH TOTAL		\$764,045.05			
595164	01/06/2022	\$80.00	REFUND	3313	ANGHELA SAENZ PALOMINO
595165	01/06/2022	\$787.49	UTILITY SERVICES	2257	AIRESPRING INC
595166	01/06/2022	\$527.28	UTILITY SERVICES	39550	AT&T
595167	01/06/2022	\$6,315.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
595168	01/06/2022	\$271.33	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
595169	01/06/2022	\$0.00	VOIDED	2032	LB413164 - BLUE 360 MEDIA, LLC
595170	01/06/2022	\$13,000.00	DUES & SUBSCRIPTIONS	32970	CALIFORNIA TRANSIT ASSOCIATION



City of Montebello

Register of Demands No.

From Payment Date: 01/06/22 - To Payment Date:01/13/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595171	01/06/2022	\$1,558.25	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
595172	01/06/2022	\$1,587.31	MACHINERY & EQUIPMENTS	1133	CDW GOVERNMENT
595173	01/06/2022	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
595174	01/06/2022	\$910.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
595175	01/06/2022	\$233.33	ADVERTISING/PRINTING SERVICES	1642	WESTERN FIRE CHIEFS ASSOCIATION
595176	01/06/2022	\$133.20	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
595177	01/06/2022	\$47,587.28	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
595178	01/06/2022	\$67.60	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
595179	01/06/2022	\$75.00	DUES & SUBSCRIPTIONS	3460	FOOTHILL FIRE PREVENTION OFFICERS
595180	01/06/2022	\$2,732.72	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
595181	01/06/2022	\$1,642.22	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
595182	01/06/2022	\$594.72	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
595183	01/06/2022	\$11,860.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
595184	01/06/2022	\$11,647.37	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
595185	01/06/2022	\$1,113.88	SUPPLIES	15620	OFFICE DEPOT INC
595186	01/06/2022	\$7,567.00	CONTRACT SERVICES	861	PG & J ENVIRONMENT INC
595187	01/06/2022	\$2,676.83	FUEL	19700	SYNCHRONY BANK
595188	01/06/2022	\$44.28	UTILITY SERVICES	100	PICO WATER DISTRICT
595189	01/06/2022	\$35.00	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
595190	01/06/2022	\$250.00	TRAINING	76200	PUBLIC SAFETY ALLIANCE LLC
595191	01/06/2022	\$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
595192	01/06/2022	\$9,863.32	CONTRACT SERVICES	2361	SIEMENS MOBILITY
595193	01/06/2022	\$256.96	EDUCATION REIMBURSEMENT	3161	DANIEL SIFUENTES



City of Montebello

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595194	01/06/2022	\$14,617.41	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
595195	01/06/2022	\$26,498.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD
595196	01/06/2022	\$652.00	CONTRACT SERVICES	13330	ACCOUNTING OFFICE
595197	01/06/2022	\$812.50	CONTRACT SERVICES	65440	STATE WATER RESOURCES CONTROL BOARD
595198	01/06/2022	\$300.00	CONTRACT SERVICES	387	ACCOUNTING OFFICE
595199	01/06/2022	\$11,952.94	CONTRACT SERVICES	1188	TIERRA WEST ADVISORS
595200	01/06/2022	\$8,114.64	CONTRACT SERVICES	3406	TRANSUNION RISK AND ALTERNATIVE DATA
595201	01/06/2022	\$7,217.44	COPIER REPAIR/SERVICES	2747	TYLER TECHNOLOGIES INC
595202	01/06/2022	\$7,000.00	CONTRACT SERVICES	3433	UNIVERSAL PROTECTION SERVICE LP
595203	01/06/2022	\$226.38	UTILITY SERVICES	23610	US BANK EQUIPMENT FINANCE
595204	01/06/2022	\$13,604.00	CONTRACT SERVICES	40860	VECTIS DC LLC
595205	01/06/2022	\$2,060.00	CONTRACT SERVICES	51770	VERIZON WIRELESS
595206	01/06/2022	\$2,753.49	SUPPLIES	67320	WEST COAST ARBORISTS INC
595207	01/06/2022	\$1,141.00	CONTRACT SERVICES	71170	WILLDAN FINANCIAL SERVICES
595208	01/06/2022	\$370.18	PERMITS AND FEES	2032	WINZER CORPORATION
595209	01/13/2022	\$2,059.77	UTILITY SERVICES	1732	YOUNG ELECTRIC SIGN COMPANY
595210	01/13/2022	\$25,831.45	CONTRACT SERVICES	40670	BLUE 360 MEDIA LLC
595211	01/13/2022	\$2,366.97	UTILITY SERVICES	39550	AT&T CORP
595212	01/13/2022	\$4.73	UTILITY SERVICES	39550	ALL CITY MANAGEMENT SERVICES
595213	01/13/2022	\$10,009.37	CONTRACT SERVICES	16710	AT&T
595214	01/13/2022	\$225.00	PERMITS AND FEES	28120	ATKINSON ANDELSON LOYA RUUD & ROMO
595215	01/13/2022	\$6,681.90	UTILITY SERVICES	47580	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL
					RELATIONS DOSS
					CALIFORNIA WATER SERVICE COMPANY



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595216	01/13/2022	\$6,174.43	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
595217	01/13/2022	\$560.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
595218	01/13/2022	\$8,466.44	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
595219	01/13/2022	\$154.23	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
595220	01/13/2022	\$1,274.00	EDUCATION REIMBURSEMENT	2720	FELIX HUSSAKHOON
595221	01/13/2022	\$161.13	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
595222	01/13/2022	\$23,041.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
595223	01/13/2022	\$2,646.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
595224	01/13/2022	\$1,917.79	SUPPLIES	3434	MERAKAI LLC
595225	01/13/2022	\$3,375.00	CONTRACT SERVICES	41130	MIHM INC
595226	01/13/2022	\$321.29	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
595227	01/13/2022	\$4,217.99	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
595228	01/13/2022	\$266.03	SUPPLIES	15620	OFFICE DEPOT INC
595229	01/13/2022	\$223.66	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC
595230	01/13/2022	\$65.00	RECREATION CLASSES	3463	DIANE PACHECO
595231	01/13/2022	\$505.96	RETIREMENT	42490	LINDA PAYAN
595232	01/13/2022	\$4,610.51	CONTRACT SERVICES	3279	PROCURE AMERICA INC
595233	01/13/2022	\$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
595234	01/13/2022	\$1,669.00	PERMITS AND FEES	935	SESAC INC
595235	01/13/2022	\$2,584.58	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
595236	01/13/2022	\$3,989.71	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
595237	01/13/2022	\$96,950.59	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
595238	01/13/2022	\$35,904.59	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595239	01/13/2022	\$15,477.50	MACHINERY & EQUIPMENTS	2708	STRYKE SECURITY INC
595240	01/13/2022	\$545.47	SUPPLIES	2863	STRYKER SALES CORPORATION
595241	01/13/2022	\$875.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
595242	01/13/2022	\$4,500.00	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS LLC
595243	01/13/2022	\$33,541.67	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
595244	01/13/2022	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
595245	01/13/2022	\$3,347.11	CONTRACT SERVICES	20070	UC REGENTS
595246	01/13/2022	\$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
595247	01/13/2022	\$7,473.24	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
595248	01/13/2022	\$2,791.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
595249	01/13/2022	\$7,000.77	UTILITY SERVICES	23610	VERIZON WIRELESS
595250	01/13/2022	\$698.54	SUPPLIES	3088	WAXIES ENTERPRISES LLC
595251	01/13/2022	\$592.00	SUPPLIES	3459	WORKSITE INTERNATIONAL INC
595252	01/13/2022	\$2,388.13	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO

CHECK TOTAL **\$550,723.71**

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- Successor Agency

1487	1/6/2022	\$1,425.89	RENTS AND CONCESSIONS FEES	3431	SONIC VET LLC
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CHECK TOTAL **\$1,425.89**

GRAND TOTAL **\$1,316,194.65**