CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

WEDNESDAY, OCTOBER 12, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL/PUBLIC FINANCING AUTHORITY

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

CITY MANAGER/EXECUTIVE DIRECTOR
René Bobadilla, City Manager

CITY TREASURER
Rafael Gutierrez

CITY ATTORNEY/AUTHORITY COUNSEL
Arnold M. Alvarez-Glasman

CITY CLERK/SECRETARY OF AUTHORITY
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	**Arlene Salazar**
Fire Chief	**Fernando Pelaez**
Police Chief	**Paul Espinosa**
Director of Finance	**Michael Solorza**
Director of Human Resources	**Nicholas Razo**
Director of Planning/Community Development	**Joseph Palombi**
Director of Public Works	**James Enriquez**
Director of Recreation and Community Services	**David Sosnowski**
Director of Transportation	**Adrianna Kendricks**
Director of Public Affairs and Technology	**Michael Chee**

NOTICES

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council/Public Financing Authority Joint Regular Meeting ("Council"/"PFA") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.cityofmontebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers, and Youtube.

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) 887-1437 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 72 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

RULES OF DECORUM:
As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting, this includes clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/PFA or who otherwise disrupts the orderly conduct of the Council/PFA's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council/PFA meetings, you may address the City Council/PFA in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, October 12, 2022 by 3:00 p.m.** These comments will be submitted to all members of the City Council/PFA 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/PFA. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council/PFA, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=77219.

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
At this time, the general public may address the City Council/PFA 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/PFA 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 REAL PROPERTY NEGOTIATORS**
   Government Code Section 54956.8
   Property: 112-132 S. 6th Street
   Agency's Negotiator: René Bobadilla, City Manager
   Negotiating Party: Cesar Chavez Foundation
   Under Negotiation: Price and Terms
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
   Government Code Section 54956.8
   Property: 901 Via San Clemente
   Agency's Negotiator: René Bobadilla, City Manager
   Negotiating Party: Quiet Cannon Management & Trend Sports II
   Under Negotiation: Price and Terms
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2): Three Matters
   One matter related to Brown Act claim
   One matter related to ACLU letter
   One matter related to Infrastructure Engineers

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. BREAST CANCER AWARENESS MONTH

6. BULLYING PREVENTION MONTH

7. DOMESTIC VIOLENCE AWARENESS MONTH

8. DOWN SYNDROME AWARENESS MONTH

9. CITIZEN OF THE MONTH - GARY MENDIBLES

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council/PFA 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/PFA 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

PUBLIC HEARING

OLD BUSINESS

REGULAR BUSINESS

10. REVIEW THE PROPOSED CITY'S PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FORMULA FUNDING PLAN

It is recommended that the City Council:

1) Review and provide input on the Proposed City's Permanent Local Housing Allocation Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and

2) The Public Hearing for the consideration of approval of the City's Permanent Local Housing Allocation Program Funding Plan and Resolution will be heard at the City's Council Meeting on October 26, 2022; and

3) 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.

11. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-3) FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

It is recommended that the City Council:

1) Approve issuing an Employee Benefits Insurance Broker Services Request for Proposal, No. 23- 3 (RFP No. 23-3); and

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

12. APPROVAL OF A SOLE-SOURCE, PROFESSIONAL SERVICES AGREEMENT NO. 4031, WITH GOVERNMENTJOBS, INC., DBA NEOGOV, FOR ADD-ON PERFORM SOFTWARE SUBSCRIPTION AND SETUP SERVICES

It is recommended that the City Council:

1) Approve a Sole-Source, Professional Services Agreement, No. 4031, with Governmentjobs, Inc., dba NEOGOV (NEOGOV), for add-on Perform software subscription and setup services; and

2) Authorize the City Manager and/or his designee to execute an agreement on behalf of the City of Montebello (City); and

3) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $16,083 in Account No. 100-25-250-6040.95 (General Fund, Human Resources, Contract Services – Professional Services); and

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

13. AWARD OF CONSTRUCTION CONTRACT - MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT, PHASE 1 (CP NO. 894-1)

It is recommended that the City Council:

1) Award a construction contract for the Montebello Municipal Golf Course Renovation Project Phase 1 (CP No. 894-1) in the amount of $5,094,000 to Los Angeles Engineering, Inc.; and

2) Authorize the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount; and

3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and

4) Award Task Order No. 4 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for the project for a not-to-exceed-fee of $1,283,543; and

5) Approve a reimbursement payment to Trend Sports, LLC in the amount of $494,705 for conceptual pre-design project development costs; and

6) Approve the Total Project Budget (Attachment A); and

7) Approve the Notice of Exemption (Attachment D) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and

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

14. APPROVAL OF CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH DOUG MARTIN CONTRACTING COMPANY, INC. - ANNUAL SLURRY SEAL PROJECT FISCAL YEAR 2022-23 (C.P. NO. 892)

It is recommended that the City Council:

1) Find that the requested “Changes in Work” for the project (Attachment A) have no significant effect on the environment and approve Change Order No. 1 in the aggregate amount of $300,000, increasing the total contract amount with Doug Martin Contracting Company, Inc. to $699,920; and

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

15. AMEND THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET BY INCREASING APPROPRIATIONS IN VARIOUS ACCOUNTS

It is recommended that the City Council:

1) Amend the adopted Fiscal Year 2022-23 Capital Improvement Program (CIP) budget by increasing appropriations in the various accounts as detailed in Attachment A; and

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

16. ADOPT RESOLUTION NO. 22-84 APPROVING PLANS AND SPECIFICATIONS FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO; APPROVING A CONTRACT WITH MCCARTHY BUILDING COMPANIES FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

It is recommended that the City Council:

1) Approve final plans and specifications for the Montebello Driving Range Project – Topgolf Montebello ("Project") prepared by Aria Group Architects, Inc.; and

2) Approve the waiver of competitive bidding and find that McCarthy Building Companies is the only available and qualified contractor to provide the professional and construction services required to develop the Project; and

3) Approve and award a Guaranteed Maximum Price (GMP) Construction Contract to McCarthy Building Companies for construction and construction management services for the Project; and

4) Approve a Notice of Exemption for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder, and

5) Authorize the City Manager to make necessary non-monetary changes to the Construction Contract within the Guaranteed Maximum Price (not-to-exceed the net proceeds of the bonds) before execution; and

6) Authorize the City Manager to execute the Construction Contract in a form approved by the City Attorney;

7) Take any other additional actions necessary.

17. AUTHORIZE DISPOSITION OF SURPLUS GOLF CARTS AND EQUIPMENT

It is recommended that the City Council:

1) Authorize Recreation and Community Services Department staff to sell, auction, donate, dispose of, or transfer golf carts and equipment per the established Capital Asset Policy, No. VI-C-3; and

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

18. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS

It is recommended that the City Council:

1) Approve the use of grant funding awarded to the Montebello Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT23048, in the amount of $122,000; and

2) Amend the Fiscal Year 2022-23 budget and increase expense appropriations by $122,000 in grant Account No. 265-8013-800-5010.10, 6010.40 and 6020, Grants, OTS-STEP Grant, (Overtime, Machinery ad Equipment and Travel and Meetings); and by $122,000 in revenue Account No. 265-99-4198.97 (Grants, Miscellaneous Grants – OTS Grants); and

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

19. APPROVAL TO SUBMIT GRANT APPLICATION TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS HOUSING LINKAGE WORKING GROUP

It is recommended that the City Council:

1) Approve submission of the grant application to the San Gabriel Valley Council of Governments Housing Linkage Working Group; and

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

20. APPROVE MEMORANDUM OF AGREEMENT NO. 22-23 BETWEEN THE CITY OF MONTEBELLO AND LOS ANGELES COUNTY TO FUND OPERATION STAY SAFE WITH THE CITIES AND COUNCILS OF GOVERNMENTS INTERIM HOUSING SERVICES FUND AND AMEND THE FISCAL YEAR 22-23 BUDGET TO APPROPRIATE FUNDS

It is recommended that the City Council:

1) Authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and Los Angeles County to receive $876,000 in funding from the Cities and Councils of Governments Interim Housing Services ("CCOGIHS") Fund for the operation of Operation Stay Safe interim housing project; and,

2) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $876,000 in expenditure Account No. 266-85-858-6040.10 (Interim Housing Services, Fire, Interim Housing Services , Other Contract Services) and $876,000 in revenue Account No. 266-99-4198.30 (Interim Housing Services, Misellaneous Grants - Interim Housing Services); and

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

21. AMEND THE TRANSPORTATION DEPARTMENT CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2022-23

It is recommended that the City Council:

1) Adopt the Transportation Department Capital Improvement Program (CIP) budget for Fiscal Year 2022-23, for a total amount of $10,550,644; and

2) Authorize Staff to amend the adopted FY 2022-23 budget to include appropriations in the various accounts as detailed in Attachment "A", "Transportation Capital Improvement Program;" and

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

22. APPROVE PURCHASE AND/OR LEASE OF FLEET VEHICLES FOR POLICE, FIRE, PUBLIC WORKS, PARKS AND RECREATION AND TRANSIT DEPARTMENTS

It is recommended that the City Council:

1) Approve the lease/purchase of twenty-one (21) vehicles and necessary equipment and installation services in the amount of $1,438,092; and

2) Authorize the City Manager to approve up to an additional ten (10) percent of the estimated total purchase price ($143,809), if needed, to account for uncertain market factors affecting the final price; and

3) Take any additional actions necessary to effectuate the procurement of the vehicles.

23. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-83 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 12, 2022

It is recommended that the City Council:

1) Adopt Resolution No. 22-83 approving the Warrant Register dated OCTOBER 12, 2022.

24. APPROVAL OF MINUTES – JUNE 15, 2022 CITY COUNCIL SPECIAL MEETING; JUNE 22, 2022 CITY COUNCIL MEETING; AUGUST 1, 2022 CITY COUNCIL SPECIAL MEETING; AND AUGUST 10, 2022 CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING

It is recommended that the City Council:

1) Approve said minutes as written.

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.

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

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 26, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, October 9, 2022 5:00 p.m.**

Alicia Fernandez, Senior Deputy City Clerk

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: **REVIEW THE PROPOSED CITY'S PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FORMULA FUNDING PLAN**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Review and provide input on the Proposed City's Permanent Local Housing Allocation Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and

2) The Public Hearing for the consideration of approval of the City's Permanent Local Housing Allocation Program Funding Plan and Resolution will be heard at the City's Council Meeting on October 26, 2022; and

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

FISCAL IMPACT:

The City of Montebello is eligible to receive an allocation of an estimated $1,900,548 in formula (i.e., non-competitive) grant funding from the Permanent Local Housing Allocation (PLHA) program formula component. This amount represents the first five years of funding available for this program. This formula funding will be a on-going funding stream if the City continues to meet the eligibility. The funding opportunity is available to local governments for eligible housing and homelessness activities. Jurisdictions must submit a grant application and plan and meet eligibility requirements to access PLHA formula funds. Once the grant application is approved by the State, Staff

will return at a future City Council meeting with an action to appropriate the funding in Fiscal Year 2022-23.

BACKGROUND:

In 2017, Governor Jerry Brown signed a 15-bill housing package aimed at addressing the State's housing shortage and high housing costs. The Building Homes and Jobs Act (SB 2, 2017), established a $75 recording fee on real estate documents to increase the supply of affordable homes. Seventy percent (70%) of the fees collected go towards funding the PLHA Program, which is administered by the California Department of Housing and Community Development (HCD).

PLHA's formula component provides non-competitive funding to entitlement and non-entitlement cities. The current PLHA Notice of Funding Availability was released on August 17, 2022, and grant applications are due October 31, 2022. Staff received City Council approval at the August 1, 2022 City Council meeting to submit an application for the PLHA. Staff were aware that a NOFA would be released as HCD had communicated in advance that the City was now eligible.

The amount of PLHA funds allocated to each jurisdiction is directly proportionate to each jurisdiction's share of the total 2017 CDBG allocation in California. The State estimates the City will receive approximately $1,900,548 over the program's first five years. Of this amount, the City is eligible to receive an allocation of $316,758 from the 2019 allocation, $492,340 from the 2020 allocation, and $541,805 from the 2021 allocation. The remaining $549,645 from the 2022 and 2023 allocations will be disbursed in 2023 and 2024. Future allocations may fluctuate from year to year depending on recording fees from the number of real estate transactions. Jurisdictions must submit a grant application and meet eligibility requirements to access PLHA formula funds.

In order to be eligible to apply for this formula funding, local jurisdictions must have:

1. A state certified and compliant Housing Element. On June 22, 2022 the City Council adopted Resolution No. 22-52 approving the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation); and
2. Annual Progress Reports (APR) submitted to HCD for Years 2019, 2020, and 2021. These reports have been submitted to HCD. APRs for 2022 and 2023 will need to be submitted to HCD to be eligible to collect future allocations.

The program guidelines require that the grant application include an adopted City Council resolution authorizing: 1) the request for allocation funding, 2) the proposed PLHA plan (i.e., how the City intends to spend its PLHA allocations), and 3) receipt of grant funds for the five-year period.

PLHA Eligible Activities

There are ten eligible activities under the PLHA grant:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is affordable for extremely low-, very low-, low-, or Moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas). Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs) that meet the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in high-cost areas. Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of affordable rental and ownership housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.
3. Matching portions of funds placed into local or Regional Housing Trust Funds. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).
6. Assisting persons who are experiencing or at risk of homelessness in conformance with 24 Code of Federal Regulations (CFR Section 578.3), (up to 30 percent of AMI), including:

    - Rapid rehousing in conformance with federal rules contained in 24 CFR Section 576.104, except for legal services;
    - Rental assistance with a term of at least six (6) months (rental arrears is not eligible);
    - Street outreach, and other supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allow people to obtain and retain housing;
    - Operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

    This Activity may include subawards to administrative entities as defined in HSC Section 50490(a) (1-3) that were awarded California Emergency Solutions and Housing (CESH) Program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

    Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare Institutions Code (WIC) Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation,

and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255(b).

7. Accessibility modifications in lower-income owner-occupied housing (up to 80 percent of AMI).
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High- cost areas).
9. Homeownership opportunities, including, but not limited to, down payment assistance to those earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in high-cost areas.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

DISCUSSION:

The City outlined homeless prevention goals and objectives in the City's Homelessness Plan, adopted in 2018, and the recently adopted Housing Element. The Homeless Prevention Program develops strategic preventative measures to support and engage higher risk members of the community from entering homelessness or connecting them with resources to exit homeless quickly by either retaining their housing or using other housing strategies to ensure people move into permanent and stable accommodations that are affordable, safe, and appropriate with the support they need to thrive. Without a dedicated funding source to provide housing for the City's homeless households, the remaining goals and objectives of the strategy will be difficult to implement.

Assisting persons who are at risk of homelessness is an eligible activity under PLHA (see Item 6 in the list of eligible PLHA activities, above). To support and address homeless prevention, staff recommends that the City use its PLHA allocation on three eligible activities (Items 5 and 6):

1. Rental assistance for homeless persons and low-income older adults in Montebello (Item 6a); and
2. Operating Support for the Montebello Community Assistance Program (MCAP). MCAP provides street outreach and supportive case management services (Item 6b); and

3. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).

These activities are eligible under PLHA and are recommended in the newly adopted Housing Element. The City's grant application must include a high-level five-year plan outlining how it will use the total of $1,900,548 over the five-year period. Attached are a narrative description of these proposed expenditures and a budget illustrating the expenditures over the five-year period.

PLHA funding is time-sensitive, applications for the formula allocation must be submitted within 48-months of the budget appropriation. If a local government does not submit a complete application within that time frame, the allocation will revert to the Housing Rehabilitation Loan Fund for the Multifamily Housing Program or for Department-administered technical assistance to local governments.

The delays associated with the State's approval of the City's Housing Element prevented the City from meeting the eligibility criteria needed to apply for PLHA funding until now. This year (2022) is the final year that the 2019 allocation of $316,758 will be available to the City. If not claimed this year, the funding will revert back to the HCD programs noted above. The PLHA grant formula component is now open, and applications are due October 31, 2022. It is of the utmost importance that the City submit the application to capitalize on this important funding opportunity. The proposed Plan is currently available on the City's website and was presented at the Homeless Task Force meeting on September 13, 2022.

SUMMARY:

Staff recommends that the City Council review the submission of the application to the PLHA grant formula component for $1.9 million dollars in formula funding from the California Department of Housing and Community Development.

ATTACHMENT(S)

1. Attachment A- Notice of Funding Opportunity
2. Attachment B- MFD PLHA Draft Working Budget
3. Attachment C- Montebello PLHA Plan

NEXT STEPS:

Staff will prepare the Proposed City's Permanent Local Housing Allocation Program Formula Funding Plan Application with Resolution for Public Hearing on October 26, 2022; staff will include any feedback for final approval on October 26, 2022, and submit the application on October 29, 2022.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833
(916) 263-2771
www.hcd.ca.gov

August 17, 2022

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Deputy Director
Division of State Financial Assistance

SUBJECT: 2022 Permanent Local Housing Allocation Program Entitlement and Non-Entitlement Local Government Formula Component – Notice of Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce the release of the 2022 Entitlement and Non-Entitlement Local government formula component Notice of Funding Availability (NOFA) for approximately **$335 million** in calendar year 2021 funds in addition to the **$131 million** in remaining calendar year 2019 and calendar year 2020 funds for the Permanent Local Housing Allocation (PLHA) formula allocation program. Appendix A details the total funds available to each eligible locality under this NOFA for housing-related projects and programs that assist in addressing unmet housing needs of their local communities.

First Time Applicants: This will be the last year for Applicants to apply for their 2019 calendar year allocation. Jurisdictions that have not previously applied must meet all threshold requirements as outlined in Part II, Section F, of the attached NOFA.

Second- or Third-Year Applicants: Jurisdictions that have previously applied and received an award of 2019 and/or 2020 funds are not required to resubmit all threshold documents but must demonstrate all threshold requirements continue to be met as noted in Part II, Section G, of this NOFA.

***** PLEASE NOTE *****

Any 2019 calendar year funds remaining after the close of the NOFA application period will revert to the Housing Rehabilitation Loan Fund established to be used for the Multifamily Housing Program (Chapter 6.7 commencing with Section 50675) pursuant to Health and Safety Code Section 50470 (b)((2)(B)(ii)(VI) to be made available through a future Multifamily Housing Program Notice of Funding Availability.

The application submittal portal will be available and open for applications beginning August 17, 2022.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. **Applications will be accepted through October 31, 2022 and must be submitted electronically through the Department's website.** Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at http://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml.

The PLHA application forms, workshop details, and Guidelines are posted on the Department's website. To receive information on workshops and other updates, please subscribe to the PLHA listserv by clicking on "Email Sign-Up" on the Department's website. If you have any further questions, please contact PLHA@hcd.ca.gov.

Attachment

Permanent Local Housing Allocation Program

Entitlement and Non-Entitlement Local Government Formula Component

2022 Notice of Funding Availability

Gavin Newsom, Governor
State of California

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Telephone: (916) 263-2771
Website: http://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml
Email: PLHA@hcd.ca.gov

August 17, 2022

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APPENDICES 19

I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department or HCD) is announcing the release of the 2022 Permanent Local Housing Allocation (PLHA) Program's Formula Component Notice of Funding Availability (NOFA) for approximately **$335 million** in calendar year 2021 funds in addition to the **$131 million** in calendar year 2019 and calendar year 2020 funds for Entitlement and Non-Entitlement Local governments. This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2021 and includes any remaining unawarded funds not requested for calendar years 2019 and 2020.

Funding for this NOFA is provided pursuant to Senate Bill 2 (SB 2) (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intentof the bill is to provide a permanent, on-going source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

In 2022, the Department will issue two separate NOFAs to award the PLHA funds:

- Formula Component NOFA for Entitlement and Non-Entitlement Local governments
- Non-Entitlement Local Government Competitive NOFA (anticipated in June 2022)

This NOFA outlines threshold and application requirements for Entitlement Local governments and Non-Entitlement Local governments as defined in Guidelines Section 101. Entitlement Local governments are metropolitan cities and urban counties that received a Community Development Block Grant (CDBG) for fiscal year 2017pursuant to the federal formula specified in 42 U.S. Code, Section 5306. Please note that this NOFA has two separate threshold requirements sections:

- Local governments that <u>received an award</u> under the 2020 or 2021 Formula Component NOFA are subject to the threshold requirements outlined in Part II, Section F
- Local governments that have <u>not previously applied for and received</u> a PLHA award must meet the threshold requirements outlined in Part II, Section G

***** PLEASE NOTE *****

Any 2019 calendar year funds remaining after the close of the NOFA application period will revert to the Housing Rehabilitation Loan Fund established to be used for the Multifamily Housing Program (Chapter 6.7 commencing with Section 50675) pursuant to Health and Safety Code Section 50470 (b)((2)(B)(ii)(VI) to be made available through a future Multifamily Housing Program Notice of Funding Availability.

B. Timeline

NOFA Release Date	August 17, 2022
Application Submittal	August 17, 2022 – October 31, 2022
Award Announcement	Ongoing through February 2023

C. Authorizing Legislation and Regulations

Senate Bill 2 (Chapter 364, Statutes of 2017) established the PLHA Program. The program operates under the requirements of Health and Safety Code (HSC), Part 2 of Division 31,Chapter 2.5 (commencing with Section 50470).

Section 50470 (b)(2)(B)(i) of the HSC authorizes the Department to allocate 70 percent of the moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments.

Section 50470 (b)(2)(B)(i)(I) of the HSC requires the Department to allocate 90 percent of PLHA funds available to Local governments based on the federal CDBG formula specified in 42 U.S. Code, Section 5306, except that the portion allocated to Non-Entitlement Local governments is required to be distributed through a competitive grant program for Non-Entitlement Local governments.

Section 50470 (b)(2)(B)(i)(II) of the HSC requires the Department to allocate the remaining 10 percent of PLHA funds available to Local governments equitably to Non-Entitlement Local governments.

Section 50470 (d) authorizes the Department to adopt Guidelines to implement the PLHA program, not subject to the rulemaking provisions of the California AdministrativeProcedure Act.

This NOFA governs the administration of funding from the Fund (created by Section 50470, subdivision (a)(1) and appropriated by item 2240-103-3317 in theBudget Act of 2019) and made available under the PLHA program.

Capitalized terms not otherwise defined in this NOFA shall have the meanings set forth in Guidelines Section 101.

II. Program Requirements

The following is provided as a summary for the allocation of the PLHA funds to Entitlement Non-Entitlement Local governments and is not to be considered a complete representation of the eligibility, threshold, or other requirements, terms, and conditions.

This 2022 NOFA represents the third year of funding under the PLHA program for the Entitlement and Non-Entitlement Local Government Formula Component as detailed below:

Revenue Collection period	NOFA Issuance
2019 CY	2020
2020 CY	2021
2021 CY	2022

A. Eligible Applicants

An Applicant must be an Entitlement Local government, a Non-Entitlement Local government, or a Local or Regional Housing Trust Fund delegated by the Local government pursuant to Guidelines Section 300. Appendix A of the NOFA contains the list of eligible Applicants.

1. Delegation of Formula Allocation

   An eligible Applicant may delegate their entire formula allocation to either another Local government or to a Local or Regional Housing Trust Fund. A Local government that delegates their formula allocation to another Local government or to a Housing Trust Fund must enter into a legally binding agreementwith the other Local government or Housing Trust Fund. The delegate must submit the PLHA application on behalf of the recipient of the PLHA Formula Allocation and wholly administer the entire formula component of PLHA funds on behalf of the delegator for the full term of thePLHA Plan, as set forth in Guidelines Section 300(c). Both the delegating Local government and the Applicant must meet the housing element compliance threshold requirement as outlined in Section II, Part F of this NOFA.

   Upon delegating its entire formula allocation to another Local government or to a Local or Regional Housing Trust Fund, the Local government that delegated their allocation is no longer involved in the PLHA application or administration of the PLHA grant for the full term of the PLHA Plan, which extends through 2023. The delegated Local government or Trust Fund assumes full responsibility for compliance with statute and for meeting all the Department's requirements, including any penalties for non-compliance.

   A partial funding delegation is not permitted under the delegation authority. However, a Local government can subgrant a portion of its allocation to another entity, as permittedby Guidelines Section 302(c)(3). When a Local government subgrants a portion of its allocation to another entity, the Local government remains fully accountable and responsible for compliance with statute and for meeting all of the Department's requirements, including any penalties for non-compliance.

B. Eligible Activities

Pursuant to Guidelines Section 301(a), the PLHA funds allocated to eligible

Applicantsmust be used to carry out one or more of the eligible activities listed below. All servicesmust be provided within the county containing the Local government recipient.

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is Affordable to extremely low-, very low-, low-, or Moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas, see appendix B fora list of High-cost areas, including necessary Operating subsidies). Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.

2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for alist of High-cost areas in California.

   Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of Affordable rental and ownership housing, as otherwise there is no actual housing outcome of the predevelopment or acquisitionassistance.

3. Matching portions of funds placed into Local or Regional Housing Trust Funds. Matching funds must be utilized as required by PLHA guidelines Section 301(a).

4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. Matching funds must be utilized as required by PLHA guidelines Section 301(a).

5. Capitalized Reserves for Services connected to the preservation and creation of newPermanent Supportive Housing (up to 30 percent of AMI).

6. Assisting persons who are experiencing or At risk of homelessness in conformancewith 24 Code of Federal Regulations (CFR Section 578.3), (up to 30 percent of AMI), including

   a. Rapid rehousing in conformance with federal rules contained in 24 CFR Section 576.104, except for legal services;
   b. Rental assistance with a term of at least six (6) months (rental arrears is not eligible);
   c. Street outreach, and other supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allow people to obtain and retain housing;
   d. Operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and

transitional housing.

This Activity may include subawards to administrative entities as definedin HSC Section 50490(a) (1-3) that were awarded California Emergency Solutions and Housing (CESH) Program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare Institutions Code (WIC) Section 8255(b)(8). An Applicant allocated fundsfor the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255(b).

7. Accessibility modifications in Lower-income Owner-occupied housing (up to 80 percent of AMI).

8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas).

9. Homeownership opportunities, including, but not limited to, down payment assistance to those earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas.

10. Fiscal incentives made by a county to a city within the county to incentivize approvalof one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas.

Twenty percent of the moneys in the Fund are required by statute to be expended for Affordable Owner Occupied Workforce Housing (AOWH). If funding proposed in Local government Plans for AOWH activities is lower than 20 percent of the moneys available in the Fund, the Department may require Local governments to use a specific percentage of their annual formula allocations in some future year for AOWH activities as part of the annual funding process.

C. Allocation of funding and award limits

Appendix A lists the dollar amount of the allocation of PLHA funds. There is a

column indicating allocations for calendar years 2021, 2020 and 2019. If a Local government applied for and received their 2010 or 2020 allocations, there is a blank in those columns. If a Local government **HAS NOT** applied before this NOFA, there will be an amount listed in each of the 2019, 2020, and 2021 columns.

The PLHA funds allocated to each Entitlement Local government is directly proportionate to each Entitlement Local Government's share of the total 2017 Community Development Block Grant Fund Allocation in California.

The PLHA funds allocated to each Non-Entitlement Local Government is based on the sum of:

1. Fifty percent of the funding available for the Non-Entitlement formula component divided by the number of Local governments eligible for the Non-Entitlement formula component; and

2. Fifty percent of the funding available for the Non-Entitlement formula component allocated in proportion to each Non-Entitlement Local government's share of the total most severe housing need in California's Non-Entitlement Local governments,based upon the most recent U.S. Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) data.

Two or more Local governments may expend PLHA funds on an eligible jointly funded project, provided the project is an eligible Activity pursuant to Guidelines Section 301(a),and will be located within the boundaries of one of the Local governments.

An Applicant eligible for an allocation of PLHA funds must comply with the Deadline andFunding Requirements set forth in Guidelines Section 304.

In order to avoid amending the Department Standard Agreement each year, and to expedite the disbursement of PLHA funds, the Department Standard Agreement and the Applicant's PLHA resolution shall include a five-year estimate of PLHA formula allocations, as stated in Appendix C, as the maximum funding amount. The actual amounts may be lower, and the disbursements will be based on the actual allocation amounts.

Please be advised that no funding from any subsequent year will be disbursed if the Local government is not in compliance with the housing element requirement and the Housing Element Annual Progress Report (APR) requirement stated in Guidelines Section 302(a) and (b), or in the event that the Local government has not submitted its annual PLHA report, as required by Guidelines Section 503. Please refer to Appendix D for more information on verifying housing element and APR status. In addition, the grantee must be in compliance with commitment requirements stated in Guidelines Sections 300(e) and must not incur penalties stated in Guidelines Section 502.

D. Program Administrative, Activity Delivery Costs, and Reimbursement of Costs

A Local government that receives an award under this NOFA shall not use more than 5 percent (5%) of the award for administrative costs related to the execution of eligible activities.

Staff and overhead costs directly related to carrying out the eligible activities described in Guidelines Section 301(a) are “activity costs” and not subject to the cap on administrative costs. A Local government may share any funds available for administrative costs with entities to which it provides funding.

Predevelopment expenses for construction projects funded by PLHA funds and costs to develop and prepare the PLHA application and Plan may be paid from the PLHA funds regardless of when the costs were incurred. Reimbursement of expenses to prepare the PLHA application and Plan are subject to the cap on administrative costs. Other costs incurred more than one year prior to commitment by the Local government may not be paid from the PLHA funds.

E. Application review

An Applicant must submit a complete application and other documents by the deadline stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in this section and in the Guidelines Section 302.

F. Threshold requirements for <u>Previous Awardees</u>

Applicants that received awards from the 2021 Formula Allocation NOFA must meet all of the following threshold requirements:

1. Housing Element Compliance: The Applicant and delegating Local government, if applicable, must be a locality with an adopted housing element that has been found by the Department to be in substantial compliance with the requirements of Article 10.6 (commencing with section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code, pursuant to Government Code section 65585 at time of application. If the application is submitted within 120 days of the housing element due date, the Department may refer to the jurisdiction’s compliance from the prior cycle.

2. The Applicant must have submitted to the Department the Annual Progress Report on the Housing Element for the 2021 calendar year reporting period by the submittal date.

3. Applicant must have submitted to the Department the Annual PLHA Report if the application is submitted on or after July 31, 2022, which is the deadline for the Annual Report.

4. Applicant must have met the commitment requirements stated in PLHA Guidelines Section 300(e).

5. The application must request an allocation pursuant to Section 200 of the PLHA Guidelines. Previous awardees have already received Department approval for theirfive-year PLHA Plan, which lists the activities that the Local government plans to provide using the five years of funding contained in the Standard Agreement. The PLHA Plan continues in force and effect unless the Local government amends the Plan to provide different activities that are eligible under PLHA statute and Guidelines. If the Plan is amended so that more than 10 percent of funds are moved to a different activity, the Plan must be formally amended, including discussion and approval at a publicly noticed meeting of the Local government's governing board, and the Plan must be submitted to the Department for approval. Activities must be carried out in the jurisdiction of the Applicant's Local government. Jointly funded projects may be carried out as described in Section 301(c).

6. Submission of the application must be authorized by the governing board of the Applicant by Resolution, and this Resolution must be submitted as part of the application. The Resolution should use the five-year estimate of funding, as listed in Appendix C.

7. If the Local government proposes to allocate funds for any Activity to another entity, the Resolution must certify that the Local government's selection process shall avoid conflicts of interest and shall be accessible to the public. See PLHA Guidelines Section 302 (c)(3).

8. If the Local government proposes to use funds for the acquisition, construction, orrehabilitation of for-sale housing projects or units within for-sale housing projects, the Resolution must certify that the grantee shall record a deed restriction againstthe property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) or (C).

9. The resolution shall certify that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of theProject. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for aterm of at least 55 years.

10. If any activity in the five-year Plan consists of loans being made to a homebuyer, homeowner, developer, or owner of a project, a Program income reuse plan describing how repaid loans will be used for eligible activities specified in Section 301 must be included in the application. This reuse plan must also describehow interest earned from PLHA funds deposited in a Local government interest-bearing account will be used for eligible PLHA activities.

G. Threshold requirements for First-Time Applicants

First-time Applicants who have not previously received an award under a prior Formula Allocation NOFA must meet the following threshold requirements:

1. Housing Element Compliance: The Applicant and delegating Local government, if applicable, must have a housing element that has been adopted by the jurisdiction's governing body and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585 by the application date. If the application is submitted within 120 days of the housing element due date, the Department may refer to the jurisdiction's compliance from the prior cycle.

2. The Applicant must have submitted to the Department the Annual Progress Report on the housing element for the corresponding calendar year based on the allocations for which the Applicant is applying by the application submittal date as follows:

Allocation Requested:	APR Reporting Period:
2019 allocation	2019 CY APR
2020 allocation	2020 CY APR
2021 allocation	2021 CY APR

3. Application requests an allocation pursuant to Section 200 of the PLHA Guidelines and identifies the eligible activities to be undertaken. Activities must be carried out in the jurisdiction of the Applicant's Local government. Jointly funded projects may be carried out as described in Section 301(c).

4. Submission of the application must be authorized by the governing board of the Applicant by Resolution, and this Resolution must be submitted as part of the application. The Resolution should use the five-year estimate of funding, as listed in Appendix C.

5. If the Local government proposes to allocate funds for any Activity to another entity,the Resolution must certify that the Local government's selection process shall avoidconflicts of interest and shall be accessible to the public. See PLHA Guidelines Section 302 (c)(3).

6. If the Local government proposes to use funds for the acquisition, construction, orrehabilitation of for-sale housing projects, or units within for-sale housing projects,the Resolution must certify that the grantee shall record a deed restriction againstthe property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) or (C).

7. The Resolution shall certify that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the

PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.

8. The application must include a Plan which details:
    a. The manner in which the allocated funds will be used for eligible Activities.
    b. A detailed description of the way the Local government will prioritize investments that increase the supply of housing for household with incomes ator below 60 percent of the AMI.
    c. A detailed description of how the Plan is consistent with the programs set forth in the Local government's housing element.
    d. Evidence that the Plan was authorized and adopted by Resolution by the Local government and that the public had an adequate opportunity to review and comment on the Plan's contents prior to the Plan Resolution adoption. The plan must be provided to the public for a public comment period, culminating with a public hearing at which the governing board may approve it.The draft Plan should be published for public review on the Applicant's website.
    e. The Resolution adopting the Plan should specifically identify the activities the Local government plans to engage in. The Resolution is required to be submitted as part of the application. The Resolution must specifically state the eligible activities from the Plan application.
    f. The following information is required for each proposed Activity:
        i. A detailed description of each Activity, pursuant to Section 301 and the percentage of funding being allocated to it. The description must include the percentage, if any, directed to Affordable Owner-Occupied Workforce Housing (AOWH).
        ii. The projected number of households to be served at each income leveland a comparison to the unmet share of the Regional Housing Needs Allocation at each income level.
        iii. A description of major steps/actions and a proposed schedule required forthe implementation and completion of the Activity.
        iv. The period of affordability for each Activity. Rental Projects are requiredto have an affordability period of at least 55 years.

9. The Plan shall be for a term of five years, illustrating how the allocations from 2019, 2020, 2021, 2022, and 2023 will be used. Refer to instructions in the Plan tab of the PLHA Application form.

10. If funds are used for acquisition, construction, or rehabilitation of for-sale housingprojects or units within for-sale housing projects, then a deed restriction shall be recorded against the property as described in Section 302(c)(6)(A-C).

11. If funds are proposed to be used for development of an Affordable Rental HousingDevelopment, a certification is required that the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan must be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement is required to restrict occupancy andrents in accordance with the Local government's approved underwriting of the Project for a term of at least 55 years.

12. If any activity in the five-year Plan consists of loans being made to a homebuyer, homeowner, developer or owner of a project, a Program income reuse plan describing how repaid PLHA loans will be used for eligible activities specified in Section 301 must be included in the application. This reuse plan must also describe how interest earned from PLHA funds deposited in a Local government interest-bearing account will be used for eligible PLHA activities.

H. Administration and reporting requirements

A grantee of PLHA funds must meet the administration requirements set forth in Guidelines Sections 500 and 501 and reporting requirements in Section 503.

III. Application submission and review procedures

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'saved as' .xls or .xlsx. Do not 'save as'.xlsm or .pdf format. Applications that do not meet the program requirements stated in thisNOFA will not be eligible for funding. Application forms are available for download on the PLHA webpage.

A. Application submission process

Applications must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml. The submittal portal will be available beginning August 17, 2022.

Applicants must upload all application materials to the Department's website. The application portal is open beginning on **August 17, 2022** through **4:00 p.m. Pacific Standard Time on October 31, 2022.** Please note that the on-line support and technical assistance closes at 4:00 p.m. Pacific Standard Time on October 31, 2022.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. Applications thatdo not meet the filing deadline requirements will not be eligible for funding.

It is the Applicant's responsibility to ensure that the application is clear, complete, andaccurate. The Department may request additional clarifying information and/or

inquireas to where in the application specific information is located. However, missing or forgotten application information or documentation may cause the application not to pass threshold.

Those Applicants that are notified they did not pass threshold requirements will have theopportunity to submit the necessary documentation prior to the NOFA closing date.

B. Application Workshops

Applicants are strongly encouraged to attend a PLHA webinar to gain information criticalfor preparing the application, which will be discussed at the webinar. PLHA webinar dates and times are located on the Department's PLHA webpage.

IV. Appeals

A. Basis of appeals

1. Upon receipt of the Department's notice that an application has been determined tobe incomplete, ineligible, or fail threshold review, Applicants may appeal such decision(s) to the Director of the Department or their designee pursuant to this section.

2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.

3. The appeal process provided herein applies solely to decisions of the Director of the Department or their designee made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future NOFAs.

B. Appeal process and deadlines

1. **Process.** In order to file an appeal, an Applicant must submit to the Director of the Department or their designee a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed description of how the application is complete, eligible or meets threshold requirements, as applicable, or provide additional information to resolve the Department's determination. Appeals are to be submitted to the Department at PLHA@hcd.ca.govaccording to the deadline set forth in Department review letters.

2. **Filing deadline.** Appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review letter representing the Department's decision made in response to the application.

C. Decisions

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

D. Award announcements and contracts

The Department will review applications as they are received and will make awards as follows:

1. **Previous Awardees:** For Local governments that have previously received an award and are applyingfor a new allocation of calendar year 2021 funds, awards will be made within 60 days of receipt.
2. **First Time Awardees:** For Local governments that have not previously received an award, those applications will be reviewed, and awards made at the end of each quarter beginning in July 2022 with subsequent awards made in October 2022 and January 2023. Award recommendations will be posted on the PLHA webpage.

V. Other state requirements

A. Pet Friendly Housing Act of 2017

Housing funded through this program is subject to the Pet Friendly Housing Act of 2017(HSC Section 50466). Each awardee will be required to submit a signed and dated certification that residents of the program-funded Housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, "common household pet" means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

B. Accessibility and non-discrimination

All projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act (ADA), Title II. In addition, projects or programs shall adhere to either the Uniform Federal Accessibility Standards, 24 CFR Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001,79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender

expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under state or federal fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or inpart with program funds made available pursuant to this NOFA.

Recipients shall comply with the requirements contained in the ADA, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, GC Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all of the Sponsor's activities.

IV. Other terms and conditions

A. Right to modify or suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department’s website.

B. Disclosure of application

Information provided in the application will become a public record and available for review by the public, pursuant to the California Public Records Act (GC Section 6250 et seq.). As such, any materials provided will be disclosed to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality andconsents to the disclosure of submitted material upon request.

C. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, and regulations pertaining to PLHA, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

APPENDICES

Appendix A
Entitlement and Non-Entitlement Local Government Formula Allocation for Calendar years 2019, 2020, and 2021.

Please refer to Section II.A. Eligible Applicants for a discussion of the definition of Entitlement and Non-Entitlement Local Governments.

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**	**Local Gov**	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**
Alameda		$868,493	$955,750	Alpine County	$68,065	$106,216	$116,768
Alameda County		$1,451,516	$1,597,349	Alturas	$79,305	$123,577	$128,224
Alhambra			$796,443	Amador City	$65,861	$100,869	$112,445
Aliso Viejo	$119,177	$185,238	$203,849	Amador County	$134,185	$203,299	$275,316
Anaheim			$3,686,550	American Canyon	$117,435	$178,785	$199,555
Antioch		$612,764	$674,328	Anderson	$103,770	$163,160	$178,480
Apple Valley		$446,959	$491,865	Angels	$81,289	$127,049	$128,764
Bakersfield			$2,960,656	Arcata	$176,062	$284,687	$208,201
Baldwin Park		$758,781	$835,015	Artesia	$135,728	$204,479	$213,605
Bellflower			$878,539	Arvin		$220,799	$217,928
Berkeley			$2,212,637	Atwater	$158,209	$247,535	$269,804
Buena Park		$573,917	$631,578	Auburn	$119,859	$185,382	$203,337
Burbank			$816,205	Avenal	$104,652	$168,021	$177,939
Camarillo			$231,519	Benicia	$141,459	$222,187	$229,276
Carlsbad	$272,582	$423,678	$466,244	Biggs	$70,710	$109,341	$121,739
Carson			$709,383	Bishop	$83,713	$132,952	$146,057
Cathedral City			$484,445	Blue Lake	$68,285	$105,521	$117,957
Cerritos	$109,213	$169,751	$186,806	Brawley	$151,156	$240,243	$234,139
Chico	$390,348	$606,721	$667,678	Butte County	$333,428	$494,061	$610,245
Chino	$249,365	$387,590	$426,531	Calaveras County			$429,217
Chino Hills			$303,241	Calexico	$203,832	$307,951	$284,935
Chula Vista		$1,646,765	$1,812,214	Calimesa	$88,783	$138,507	$156,324
Citrus Heights		$486,125	$534,966	Calipatria	$77,101	$120,452	$122,280
Clovis City			$625,364	Calistoga	$85,256	$133,646	$134,709
Compton	$769,720	$1,196,383	$1,316,582	Capitola	$105,092	$180,868	$195,772
Concord			$836,053	Carmel-by-the-Sea	$81,950	$130,174	$140,653
Contra Costa County			$3,712,024	Chowchilla			$164,970

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**	**Local Gov**	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**
Corona			$995,498	Clearlake	$145,867	$208,993	$232,518
Costa Mesa			$904,122	Coalinga		$165,243	$170,374
Cupertino City			$283,100	Colfax	$72,032	$113,855	$125,522
Daly City			$875,455	Colusa	$85,917	$135,035	$161,187
Davis		$470,837	$518,142	Colusa County	$83,493	$136,077	$152,541
Delano City			$556,115	Corcoran	$113,908	$178,438	$179,560
Downey			$889,923	Corning	$92,529	$143,368	$150,380
El Cajon	$645,382	$1,003,123	$1,103,906	Crescent City	$80,848	$125,660	$142,274
El Centro (Colonia Only)	$245,998	$382,358	$420,773	Del Norte County	$140,797	$210,729	$214,685
El Monte			$1,449,267	Dinuba			$230,897
Elk Grove	$439,787	$683,565	$752,243	Dixon	$115,451	$189,896	$194,691
Encinitas	$156,044	$242,541	$266,909	Dorris	$66,522	$103,785	$116,876
Escondido	$842,911	$1,310,146	$1,441,775	Dos Palos	$82,832	$120,799	$143,355
Fairfield			$668,640	Dunsmuir	$72,032	$111,424	$124,441
Fontana			$1,678,180	El Centro (Colonia Only)	$216,175	$311,076	$283,314
Fountain Valley			$247,348	El Dorado County			$973,923
Fremont			$1,096,685	Etna	$67,183	$105,521	$114,714
Fresno			$5,828,601	Eureka			$346,539
Fresno County			$2,810,897	Exeter			$164,970
Fullerton			$1,177,577	Farmersville			$176,858
Garden Grove			$1,700,794	Ferndale	$71,150	$108,994	$121,739
Gardena	$329,877	$512,732	$564,246	Firebaugh	$95,395	$144,410	$159,566
Gilroy City			$417,798	Fort Bragg	$106,856	$163,507	$142,814
Glendale	$867,025	$1,347,626	$1,483,020	Fort Jones	$69,167	$106,910	$115,795
Glendora City	$130,258	$202,461	$222,802	Fortuna	$108,619	$171,840	$171,995
Goleta			$160,810	Fowler	$81,069	$126,355	$139,032
Hanford			$505,389	Glenn County			$201,716
Hawthorne			$1,048,208	Grass Valley			$225,493
Hayward		$1,012,998	$1,114,773	Greenfield	$139,916	$211,076	$213,605
Hemet			$688,525	Gridley	$92,529	$144,410	$143,895
Hesperia	$505,777	$786,135	$865,117	Grover Beach			$181,182
Huntington Beach			$938,184	Guadalupe	$101,125	$160,035	$166,051

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**	**Local Gov**	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**
Huntington Park	$651,678	$1,012,910	$1,114,676	Gustine	$73,575	$118,021	$150,920
Indio City			$779,909	Hidden Hills	$71,371	$111,077	$124,982
Inglewood	$735,776	$1,143,625	$1,258,523	Hollister	$180,249	$280,173	$290,339
Irvine			$1,296,497	Holtville	$82,611	$131,563	$121,739
Kern County			$3,695,204	Humboldt County			$595,871
La Habra		$604,420	$665,145	Huron		$153,438	$143,355
La Mesa		$293,468	$322,953	Imperial	$91,427	$147,535	$169,834
Laguna Niguel			$262,411	Imperial County	$173,858	$260,034	$311,954
Lake Elsinore			$425,098	Indian Wells	$88,783	$135,730	$163,889
Lake Forest	$221,070	$343,611	$378,133	Industry	$65,596	$101,632	$110,824
Lakewood	$270,847	$420,981	$463,277	Inyo County	$103,770	$166,285	$220,630
Lancaster			$1,188,528	Ione	$75,338	$118,716	$141,734
Livermore			$356,702	Jackson	$87,460	$133,299	$143,355
Lodi			$575,172	King City		$205,868	$173,616
Lompoc	$227,027	$352,871	$388,324	Kings County	$163,499	$249,965	$304,389
Long Beach			$5,006,175	Lake County	$241,741	$360,728	$401,658
Los Angeles			$44,847,783	Lakeport	$79,305	$126,702	$163,889
Los Angeles County			$18,858,143	Lassen County	$102,007	$155,868	$187,666
Lynwood		$981,371	$1,079,969	Lemoore	$145,205	$217,326	$237,381
Madera	$422,319	$656,414	$722,364	Lincoln	$203,171	$314,201	$344,377
Marin County			$1,241,068	Lindsay		$189,201	$197,393
Menifee			$1,079,969	Live Oak	$89,664	$132,952	$156,324
Merced			$722,364	Livingston	$108,839	$172,882	$179,560
Milpitas City	$238,595	$370,850	$408,109	Loomis	$81,730	$123,577	$147,678
Mission Viejo			$353,526	Los Banos	$188,184	$292,326	$289,258
Modesto			$1,658,723	Loyalton	$67,624	$105,521	$116,336
Montebello	$316,758	$492,340	$541,805	Madera County			$484,877
Monterey		$180,952	$199,132	Mammoth Lakes	$81,730	$123,924	$154,162
Monterey County			$1,109,035	Maricopa	$66,742	$105,869	$116,336
Monterey Park	$318,871	$495,625	$545,420	Marina	$157,548	$235,382	$234,139
Moreno Valley			$1,761,457	Mariposa County			$235,220
Mountain View	$256,551	$398,761	$438,824	Marysville		$169,063	$183,883
Napa City			$544,289	McFarland	$112,806	$174,618	$177,939

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**	**Local Gov**	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**
National City			$672,542	Mendocino County			$578,903
Newport Beach			$290,118	Merced County			$625,917
Norwalk	$592,762	$921,336	$1,013,902	Modoc County	$76,440	$120,105	$146,597
Oakland		$5,757,902	$6,336,392	Mono County	$77,101	$113,855	$136,870
Oceanside		$1,008,982	$1,110,353	Montague	$68,726	$105,174	$116,876
Ontario			$1,573,664	Mount Shasta	$89,885	$141,285	$153,082
Orange			$1,039,081	Napa County		$220,451	$261,158
Orange County			$2,175,998	Nevada City			$136,870
Oxnard			$1,981,457	Nevada County			$566,474
Palm Desert			$293,014	Orange Cove	$101,345	$156,563	$149,299
Palm Springs			$328,816	Orland			$143,355
Palmdale			$1,332,565	Oroville			$224,412
Palo Alto	$231,496	$359,817	$395,967	Pacific Grove			$188,207
Paradise	$93,596	$145,477	$160,093	Palos Verdes Estates	$96,717	$157,257	$170,914
Paramount City	$438,197	$681,094	$749,523	Parlier		$199,965	$208,741
Pasadena		$1,454,952	$1,601,129	Pismo Beach	$99,582	$157,604	$184,964
Perris City		$725,136	$797,990	Placer County			$813,970
Petaluma			$315,338	Placerville	$110,823	$173,924	$181,182
Pico Rivera	$338,973	$526,870	$579,804	Plumas County		$187,118	$217,387
Pittsburg			$543,387	Plymouth	$67,404	$104,757	$116,876
Placentia		$333,825	$367,364	Point Arena	$67,404	$103,785	$114,174
Pleasanton City	$151,089	$234,839	$258,433	Portola	$75,338	$119,757	$120,659
Pomona			$1,827,543	Rancho Mirage	$172,094	$282,257	$335,191
Porterville			$586,270	Red Bluff	$124,047	$189,201	$200,095
Rancho Cordova City	$285,366	$443,548	$488,110	Rio Dell	$79,085	$118,716	$141,193
Rancho Cucamonga	$450,476	$700,179	$770,526	Rio Vista	$96,276	$149,271	$157,945
Rancho Santa Margarita			$173,436	Riverbank		$193,021	$206,039
Redding			$576,110	San Benito County	$121,182	$175,313	$213,064
Redondo Beach	$130,830	$203,351	$223,781	San Joaquin	$78,644	$123,924	$128,764

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**	**Local Gov**	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**
Redwood City			$594,763	San Juan Bautista	$75,999	$114,549	$122,280
Rialto	$597,786	$929,145	$1,022,495	San Juan Capistrano	$236,452	$359,687	$335,191
Riverside		$2,521,285	$2,774,596	Sand City	$67,139	$104,063	$112,445
Riverside County			$6,835,329	Santa Cruz County		$895,101	$916,102
Rocklin City			$230,295	Scotts Valley	$103,770	$166,979	$171,995
Rosemead	$343,238	$533,498	$587,099	Shasta County			$578,903
Roseville			$536,004	Shasta Lake			$174,157
Sacramento			$4,031,691	Sierra County			$124,441
Sacramento County		$4,229,006	$4,653,890	Siskiyou County			$260,618
Salinas			$1,722,182	Solano County		$201,701	$240,083
San Bernardino		$2,521,132	$2,774,428	Soledad	$120,961	$188,160	$188,207
San Bernardino County			$5,916,756	Sonora	$91,427	$138,507	$143,895
San Buenaventura		$555,571	$611,389	South Lake Tahoe			$299,525
San Clemente			$323,348	St. Helena	$89,003	$137,118	$149,299
San Diego			$9,903,933	Suisun City	$154,683	$222,187	$257,916
San Diego County		$3,077,481	$3,386,672	Susanville	$93,191	$141,632	$146,597
San Francisco		$13,550,527	$14,911,935	Sutter County		$181,910	$211,983
San Joaquin County			$2,241,046	Sutter Creek	$78,644	$121,841	$128,764
San Jose			$7,438,226	Taft	$90,546	$140,591	$136,330
San Leandro		$543,946	$598,596	Tehama	$65,596	$101,632	$111,256
San Luis Obispo County			$1,492,388	Tehama County	$186,685	$318,784	$414,843
San Marcos City	$319,178	$496,102	$545,945	Trinidad	$66,081	$101,702	$111,256
San Mateo			$584,800	Trinity County	$121,622	$186,424	$219,008
San Mateo County			$2,068,899	Truckee			$181,722
Santa Ana			$4,795,654	Tulare County			$969,060
Santa Barbara			$775,030	Tulelake	$68,506	$106,563	$115,795

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**	**Local Gov**	**Funding Amount 2019**	**Funding Amount 2020**	**Funding Amount 2021**
Santa Barbara County			$974,603	Tuolumne County	$242,182	$368,367	$476,771
Santa Clara			$820,156	Ukiah	$129,777	$199,618	$187,666
Santa Clara County			$1,260,160	Vernon	$65,376	$100,591	$111,472
Santa Clarita	$588,259	$914,338	$1,006,200	Wasco	$135,508	$205,174	$244,947
Santa Cruz			$452,837	Weed	$76,661	$120,105	$131,466
Santa Maria			$1,254,581	Westmorland	$72,693	$113,507	$117,957
Santa Monica			$936,510	Wheatland	$72,032	$110,035	$123,361
Santa Rosa			$1,187,622	Williams	$80,848	$126,355	$135,249
Santee	$134,374	$208,859	$229,843	Willits	$92,309	$137,813	$141,734
Seaside	$193,124	$300,175	$330,334	Willows			$138,491
Simi Valley		$451,305	$496,647	Winters		$136,077	$177,399
Sonoma County			$1,538,385	Woodlake		$136,424	$150,380
South Gate			$1,233,796	Yolo County		$222,882	$234,679
South San Francisco			$372,849	Yountville	$81,069	$127,049	$133,087
Stanislaus County			$1,975,561	Yreka	$102,007	$154,827	$162,268
Stockton		$2,660,093	$2,927,349	Yuba County			$483,256
Sunnyvale	$533,023	$828,483	$911,720				
Temecula			$467,631				
Thousand Oaks			$506,368				
Torrance			$760,089				
Tulare		$494,944	$544,671				
Turlock	$309,854	$481,610	$529,997				
Tustin			$659,464				
Union City		$394,694	$434,349				
Upland		$431,845	$475,232				
Vacaville	$240,500	$373,812	$411,368				
Vallejo			$864,418				
Ventura County			$1,470,575				
Victorville			$1,082,334				
Visalia			$1,078,990				
Vista		$635,530	$699,381				
Walnut Creek			$236,813				
Watsonville	$362,515	$563,461	$620,071				
West Covina	$388,763	$604,258	$664,967				

Entitlement Local Government				Non-Entitlement Local Government			
Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Local Gov	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021
West Sacramento	$236,679	$367,872	$404,832				
Westminster			$873,327				
Whittier		$595,595	$655,434				
Woodland		$387,006	$425,889				
Yorba Linda			$182,215				
Yuba City		$483,607	$532,195				

Appendix B
List of High-cost Areas in California

High-cost Area by County	High-cost Area pursuant to Federal Housing Finance Agency's Maximum Loan Limits for Mortgages Acquired in Calendar Year 2020	High-cost Area pursuant to Department of Housing and Urban Development Very Low-Income Adjustments due to High-Housing Cost for Fiscal Year 2020-21
Alameda	x	
Contra Costa	x	
El Dorado	x	
Imperial		x
Los Angeles	x	
Madera		x
Marin	x	
Merced	x	
Monterey	x	
Napa	x	
Orange	x	
Placer	x	
Sacramento	x	
San Benito	x	
San Diego	x	
San Francisco	x	
San Luis Obispo	x	
San Mateo	x	
Santa Barbara	x	
Santa Clara	x	
Santa Cruz	x	
Solano	x	
Sonoma	x	
Tulare		x
Ventura	x	
Yolo	x	

Appendix C
Estimate of Five-Year PLHA Allocation for Entitlement and Non-Entitlement Local government

Entitlement Local government		Non-Entitlement Local government	
Local government	**Estimate 5-Year Funding Amount**	**Local government**	**Estimate 5-Year Funding Amount**
Alameda	$3,352,590	Alpine County	$408,390
Alhambra	$2,793,768	Alturas	$475,835
Aliso Viejo	$715,062	Amador City	$395,168
Anaheim	$12,931,710	Amador County	$805,115
Antioch	$2,365,410	American Canyon	$704,612
Apple Valley	$1,725,366	Anderson	$622,622
Bakersfield	$10,385,412	Angels	$487,737
Baldwin Park	$2,929,068	Arcata	$1,056,372
Bellflower	$3,081,744	Artesia	$814,372
Berkeley	$7,761,504	Arvin	$831,563
Buena Park	$2,215,452	Atwater	$949,257
Burbank	$2,863,092	Auburn	$719,158
Camarillo	$812,124	Avenal	$627,912
Carlsbad	$1,635,492	Benicia	$848,754
Carson	$2,488,380	Biggs	$424,261
Cathedral City	$1,699,338	Bishop	$502,283
Cerritos	$655,278	Blue Lake	$409,715
Chico	$2,342,088	Brawley	$906,940
Chino	$1,496,190	Butte County	$2,000,572
Chino Hills	$1,063,710	Calaveras County	$1,238,865
Chula Vista	$6,356,898	Calexico	$1,222,996
Citrus Heights	$1,876,554	Calimesa	$532,699
Clovis City	$2,193,654	Calipatria	$462,611
Compton	$4,618,320	Calistoga	$511,540
Concord	$2,932,710	Capitola	$630,557
Corona	$3,492,018	Carmel-by-the-Sea	$491,704
Costa Mesa	$3,171,486	Chowchilla	$662,295
Cupertino City	$993,060	Clearlake	$875,203
Daly City	$3,070,926	Coalinga	$618,655
Davis	$1,817,544	Colfax	$432,196
Delano City	$1,950,744	Colusa	$515,507
Downey	$3,121,674	Colusa County	$500,961
El Cajon	$3,872,292	Corcoran	$683,453
El Centro	$1,475,988	Corning	$555,180
Elk Grove	$2,638,722	Crescent City	$485,092
El Monte	$5,083,752	Del Norte County	$844,787

Entitlement Local government		Non-Entitlement Local government	
Local government	**Estimate 5-Year Funding Amount**	**Local government**	**Estimate 5-Year Funding Amount**
Encinitas	$936,264	Dinuba	$889,749
Escondido	$5,057,466	Dixon	$692,710
Fairfield	$2,345,460	Dorris	$399,135
Fontana	$5,886,732	Dos Palos	$496,994
Fountain Valley	$867,648	Dunsmuir	$432,196
Fremont	$3,846,960	El Centro	$1,297,051
Fresno	$20,445,618	El Dorado County	$2,879,974
Fullerton	$4,130,712	Etna	$403,103
Gardena	$1,979,262	Eureka	$1,125,138
Garden Grove	$5,966,058	Exeter	$586,917
Gilroy City	$1,465,554	Farmersville	$589,562
Glendale	$5,202,150	Ferndale	$426,906
Glendora City	$781,548	Firebaugh	$572,371
Goleta	$564,090	Fort Bragg	$641,136
Hanford	$1,772,808	Fort Jones	$415,004
Hawthorne	$3,676,914	Fortuna	$651,715
Hayward	$3,910,410	Fowler	$486,414
Hemet	$2,415,216	Glenn County	$641,136
Hesperia	$3,034,662	Grass Valley	$813,049
Huntington Beach	$3,290,970	Greenfield	$839,497
Huntington Park	$3,910,068	Gridley	$555,180
Indio City	$2,735,772	Grover Beach	$727,093
Inglewood	$4,414,656	Guadalupe	$606,754
Irvine	$4,547,862	Gustine	$441,452
Laguna Niguel	$920,484	Hidden Hills	$428,228
La Habra	$2,333,202	Hollister	$1,081,498
Lake Forest	$1,326,420	Holtville	$495,671
Lake Elsinore	$1,491,162	Humboldt County	$2,066,693
Lakewood	$1,625,082	Huron	$597,497
La Mesa	$1,132,854	Imperial	$548,568
Lancaster	$4,169,130	Imperial County	$1,043,148
Livermore	$1,251,240	Indian Wells	$532,699
Lodi	$2,017,590	Industry	$393,581
Lompoc	$1,362,162	Inyo County	$622,622
Long Beach	$17,560,704	Ione	$452,032
Los Angeles	$157,317,438	Jackson	$524,764
Lynwood	$3,788,322	King City	$805,115
Madera	$2,533,914	Kings County	$980,995
Menifee	$1,509,624	Lake County	$1,450,450
Merced	$3,112,314	Lakeport	$475,835
Milpitas City	$1,431,570	Lassen County	$612,043
Mission Viejo	$1,240,098	Lemoore	$871,235

Entitlement Local government		Non-Entitlement Local government	
Local government	**Estimate 5-Year Funding Amount**	**Local government**	**Estimate 5-Year Funding Amount**
Modesto	$5,818,482	Lincoln	$1,219,029
Montebello	$1,900,548	Lindsay	$703,289
Monterey	$698,514	Live Oak	$537,988
Monterey Park	$1,913,226	Livingston	$653,038
Moreno Valley	$6,178,854	Loomis	$490,382
Mountain View	$1,539,306	Los Banos	$1,129,105
Napa City	$1,909,260	Loyalton	$405,747
National City	$2,359,146	Madera County	$1,643,522
Newport Beach	$1,017,678	Mammoth Lakes	$490,382
Norwalk	$3,556,572	Maricopa	$400,458
Oakland	$22,226,850	Marina	$945,290
Oceanside	$3,894,906	Mariposa County	$770,732
Ontario	$5,520,108	Marysville	$662,295
Orange	$3,644,898	McFarland	$676,841
Oxnard	$6,950,574	Mendocino County	$2,099,753
Palmdale	$4,674,384	Merced County	$1,865,687
Palm Desert	$1,027,836	Modoc County	$458,644
Palm Springs	$1,153,422	Mono County	$462,611
Palo Alto	$1,388,976	Montague	$412,359
Paradise	$561,576	Mount Shasta	$539,311
Paramount City	$2,629,182	Napa County	$859,334
Pasadena	$5,616,456	Nevada City	$473,190
Perris City	$2,799,192	Nevada County	$1,837,916
Petaluma	$1,106,142	Orange Cove	$608,076
Pico Rivera	$2,033,838	Orland	$555,180
Pittsburg	$1,906,098	Oroville	$822,306
Placentia	$1,288,644	Pacific Grove	$712,546
Pleasanton City	$906,534	Palos Verdes Estates	$580,305
Pomona	$6,410,670	Parlier	$801,148
Porterville	$2,056,524	Pismo Beach	$597,497
Rancho Cordova City	$1,712,196	Placer County	$2,730,542
Rancho Cucamonga	$2,702,856	Placerville	$664,940
Rancho Santa Margarita	$608,376	Plumas County	$727,093
Redding	$2,020,884	Plymouth	$404,425
Redondo Beach	$784,980	Point Arena	$404,425
Redwood City	$2,086,314	Portola	$452,032
Rialto	$3,586,716	Rancho Mirage	$1,032,569
Riverside	$9,732,750	Red Bluff	$744,284
Rocklin City	$807,828	Rio Dell	$474,513
Rosemead	$2,059,428	Rio Vista	$577,661
Roseville	$1,880,196	Riverbank	$732,382
Sacramento	$14,142,402	San Benito County	$727,093

Entitlement Local government		Non-Entitlement Local government	
Local government	**Estimate 5-Year Funding Amount**	**Local government**	**Estimate 5-Year Funding Amount**
Salinas	$6,041,082	San Joaquin	$471,868
San Bernardino	$9,732,162	San Juan Bautista	$455,999
San Clemente	$1,134,240	San Juan Capistrano	$1,418,712
San Diego	$34,741,098	Sand City	$402,838
San Francisco	$52,308,210	Santa Cruz County	$3,395,713
San Jose	$26,091,876	Scotts Valley	$622,622
San Leandro	$2,099,760	Shasta County	$1,721,544
San Marcos City	$1,915,068	Shasta Lake	$613,366
San Mateo	$2,051,364	Sierra County	$405,747
Santa Ana	$16,822,236	Siskiyou County	$852,722
Santa Barbara	$2,718,654	Solano County	$769,410
Santa Clara	$2,876,946	Soledad	$725,770
Santa Clarita	$3,529,554	Sonora	$548,568
Santa Cruz	$1,588,464	South Lake Tahoe	$994,219
Santa Maria	$4,400,826	St. Helena	$534,021
Santa Monica	$3,285,096	Suisun City	$928,099
Santa Rosa	$4,165,950	Susanville	$559,147
Santee	$806,244	Sutter County	$698,000
Seaside	$1,158,744	Sutter Creek	$471,868
Simi Valley	$1,742,142	Taft	$543,278
South Gate	$4,327,920	Tehama	$393,581
South San Francisco	$1,307,880	Tehama County	$1,120,113
Stockton	$10,268,580	Trinidad	$396,491
Sunnyvale	$3,198,138	Trinity County	$729,738
Temecula	$1,640,358	Truckee	$627,912
Thousand Oaks	$1,776,240	Tulare County	$3,501,506
Torrance	$2,666,244	Tulelake	$411,037
Tulare	$1,910,598	Tuolumne County	$1,453,095
Turlock	$1,859,124	Ukiah	$778,667
Tustin	$2,313,270	Vernon	$392,259
Union City	$1,523,610	Wasco	$813,049
Upland	$1,667,022	Weed	$459,966
Vacaville	$1,443,000	Westmorland	$436,163
Vallejo	$3,032,214	Wheatland	$432,196
San Buenaventura	$2,144,634	Williams	$485,092
Victorville	$3,796,620	Willits	$553,857
Visalia	$3,784,890	Willows	$561,792
Vista	$2,453,292	Winters	$532,699
Walnut Creek	$830,694	Woodlake	$539,311
Watsonville	$2,175,090	Yolo County	$819,661
West Covina	$2,332,578	Yountville	$486,414
Westminster	$3,063,462	Yreka	$612,043

Entitlement Local government		Non-Entitlement Local government	
Local government	**Estimate 5-Year Funding Amount**	**Local government**	**Estimate 5-Year Funding Amount**
West Sacramento	$1,420,074	Yuba County	$1,634,265
Whittier	$2,299,140		
Woodland	$1,493,934		
Yorba Linda	$639,174		
Yuba City	$1,866,840		
Alameda County	$5,603,190		
Contra Costa County	$13,021,068		
Fresno County	$9,860,088		
Kern County	$12,962,064		
Los Angeles County	$66,150,756		
Marin County	$4,353,426		
Monterey County	$3,890,280		
Orange County	$7,632,984		
Riverside County	$23,977,026		
Sacramento County	$16,324,956		
San Bernardino County	$20,754,846		
San Diego County	$11,879,796		
San Joaquin County	$7,861,158		
San Luis Obispo County	$5,235,012		
San Mateo County	$7,257,300		
Santa Barbara County	$3,418,722		
Santa Clara County	$4,420,398		
Sonoma County	$5,396,358		
Stanislaus County	$6,929,892		
Ventura County	$5,158,494		

Appendix D
Housing Element and Annual Progress Report (APR) Submittal Status
Requirement stated in Guidelines Section 302(a) and (b)

To be eligible to apply, jurisdictions are required to have a housing element that has been adopted by the jurisdiction's governing body and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585 by the application date. If the application is submitted within 120 days of the housing element due date, the Department may refer to the jurisdiction's compliance from the prior cycle.

To verify current status and eligibility for PLHA funds, please consult the following resources:

Housing Element Compliance: Housing Element Review and Compliance Report | California Department of Housing and Community Development

Annual Progress Report Submittal: Annual Progress Reports - Data Dashboard and Downloads | California Department of Housing and Community Development

Please note that PLHA is an over-the-counter program, allowing Applicants to apply at any point during the OTC application window of August 17 to October 31. If a jurisdiction is currently out of compliance, that jurisdiction, once it reaches compliance with the housing element and APR requirements, will be eligible for these funds.

For questions about Housing Element Compliance, please email housingelements@hcd.ca.gov. For inquiries on status of APR submittal, please email APR@hcd.ca.gov.

Update: 09/28/22

City of Montbello PLHA Formula - Working Draft Budget

PLHA Allocation Years	2019 Allocation	2020 Allocation	2021 Allocation	TBD 2022 Allocation	TBD 2023 Allocation	Total
Formula Allocation	$ 316,758	$ 492,340	$ 541,805	$ 274,823	$ 274,822	$ 1,900,548
Award Deadline	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	***
Expenditure Deadline	4/30/2024	4/30/2025	4/30/2026	4/30/2027	4/30/2028	***
1) Rental Assistance (Eligible Activity 6b)						
Rental Assistance for Up to 12 months for homeless and older adults for households up to 30 percent AMI*	$ 30,200	$ 125,308	$ 126,065	$ -	$ -	$ 281,573
2) Homeless Assistance Program (Eligible Activity 6c)						
MCAP Team: Street outreach and supportive case management to assist homeless persons of up to 30% AMI (see annual budget for costs)	$ 270,720	$ 342,415	$ 388,650	$ -	$ -	$ 1,001,785
3) Capital Reserves for Permanent Supportive Housing Services (Eligible Activity 5)						
Funds to services connected to permanent supportive housing (new or preserve existing) for households up to 30% of AMI	$ -	$ -	$ -	$ 261,082	$ 261,081	$ 522,163
Local Admin (5%)	$ 15,838	$ 24,617	$ 27,090	$ 13,741	$ 13,741	$ 95,027
Total Costs	**$ 316,758**	**$ 492,340**	**$ 541,805**	**$ 274,823**	**$ 274,822**	**$ 1,900,548**
Remaining PLHA Funds to be Allocated	0	0	0	0	0	0

Total 5-Yr Allocation	$1,900,548
First 3 Yrs Allocation	$1,350,903
Remainder for Yrs 4-5	$549,645
Split for Years 4 and 5	$274,823

MCAP COVERAGE BY PLHA

MCAP Annual Cost = $409, 453 (see next sheet for breakdown of annual costs)

Percent of MCAP Covered by PLHA in Each Year				
66%	84%	95%	0%	0%

NUMBER OF PERSONS SERVED BY PLHA:

1. Rental Assistance: RA for 1 person for up to 6 months = $15,000 (per AP and LC for $2K plus deposits)	Total Budgeted amount for RA =	$ 281,573	TOTAL PERSONS PROVIDED RA	18.77

2. MCAP Team (see list of annual expenses in next sheet)	Annual # persons served by MCAP 100	Year 1 66.12	Year 2 83.63	Year 3 94.92	Year 4 0.00	Year 5 0.00	TOTAL SERVED BY MCAP 244.66

3. Capital Reserves for Permanent Supportive Housing (PSH) Services	Persons served by PSH 60	Year 1 0.00	Year 2 0.00	Year 3 0.00	Year 4 60.00	Year 5 60.00	TOTAL SERVED BY PSH 120.00

MCAP Annual Budget (from Montebello FD) - 9/26/22

Personnel	**FTE**	**Budget**
Social Worker	1	$ 79,722.00
Field Case Coordinator	1	$ 59,225.00
Housing Navaigator	1	$ 103,000.00
Senior Management Analyst	0.25	$ 22,484.00
Salaries Subtotal		$ 264,431.00
Employee Benefits @ 26%		$ 68,752
Subtotal Salaries & Employee Benefits		$ 333,183.06
Operating Costs		
Direct Client Assistance		$ 5,000.00
Hotel Vouchers		$ 25,000.00
Program Supplies (hygiene kits)		$ 2,500.00
Office Supplies, Postage, Printing		$ 500.00
Uniforms		$ 2,500.00
Telephone/Communications		$ 1,200.00
Transportation		$ 6,000.00
Case Management Software		$ 24,720.00
GIS Software Subsciption		$ 6,350.00
Client Transportation		$ 2,500.00
Operating Costs Subtotal		$ 76,270.00
Total Cost		$ 409,453.06

CA HCD Permanent Local Housing Allocation (PLHA) Grant Program – Formula Funding Component

CITY OF MONTEBELLO'S PLHA EXPENDITURE PLAN FOR THE 2019-2023 ALLOCATIONS

1. BACKGROUND: In 2017, Governor Jerry Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. The Building Homes and Jobs Act (SB 2, 2017), established a $75 recording fee on real estate documents to increase the supply of affordable homes. 70% of the fees collected fund the PLHA Program, which is administered by the California Department of Housing and Community Development (CA HCD) See: https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml

2. PURPOSE OF PLHA FORMULA FUNDS: Provide a permanent source of funding to all local governments to:

- Increase the supply of housing for households at or below 60% of area median income
- Increase assistance to affordable owner-occupied workforce housing
- Assist persons experiencing or at risk of homelessness
- Facilitate housing affordability, particularly for lower- and moderate-income households
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation
- Ensure geographic equity in the distribution of the funds

3. MONTEBELLO'S PLHA FORMULA ALLOCATIONS: TOTAL (Estimated): **$1,900,548**

- 2019 allocation: $316,758 (can be claimed now)
- 2020 allocation: $492,340 (can be claimed now)
- 2021 allocation: $541,805 (can be claimed now)
- 2022 and 2023 allocations: $549,645 (can be claimed in FUTURE call for projects)

4. MONTEBELLO'S PLAN TO SPEND PLHA FORMULA FUNDS: (See list on next page of eligible PLHA formula activities; source: 2022 Notice of Funding Opportunity, pp. 7-9)

1) **Rental assistance for up to six months for homeless persons and low-income older adults in Montebello** (i.e., persons below 30% of Area Median Income – below $21,407).
   - The City estimates it will be able to provide rental assistance to 19 persons during Years 1-3. (see Eligible Activity 6b, next page).

2) **Operating Support for the Montebello Community Assistance Program (MCAP)**. MCAP provides street outreach and supportive case management services to assist homeless persons in acquiring employment, housing, and other needed services.
   - The City estimates that MCAP will provide services for 245 homeless persons during Years 1-3 (see Eligible Activity 6c, next page).

3) **Capital Reserves for Services Related to Permanent Supportive Housing.** PSH is long-term leasing or rental assistance and supportive services for the chronically homeless and persons with disabilities (i.e., persons below 30% of Area Median Income).
   - The City estimates that funding for PSH will serve 120 households during Years 4-5 (see Eligible Activity 5, next page).

5. ELIGIBLE ACTIVITIES: PLHA funds allocated to eligible Applicants must be used to carry out **one or more** of the eligible activities listed below. All activities must be provided within the county containing the Local government recipient and must be consistent with the Housing Element. (See 2022 Notice of Funding Opportunity, p. 7-9)

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is Affordable to extremely low-, very low-, low-, or Moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas, see appendix B fora list of High-cost areas, including necessary Operating subsidies). Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.

2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California. Note: Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of Affordable rental and ownership housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.

3. Matching portions of funds placed into Local or Regional Housing Trust Funds. Matching funds must be utilized as required by PLHA guidelines Section 301(a).

4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. Matching funds must be utilized as required by PLHA guidelines Section 301(a).

5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).

6. Assisting persons who are experiencing or At risk of homelessness in conformance with 24 Code of Federal Regulations (CFR Section 578.3), (up to 30 percent of AMI), including

a. Rapid rehousing in conformance with federal rules contained in 24 CFR Section 576.104, except for legal services;
b. Rental assistance with a term of at least six (6) months (rental arrears is not eligible);
c. Street outreach, and other supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allow people to obtain and retain housing;
d. Operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

7. Accessibility modifications in Lower-income Owner-occupied housing (up to 80 percent of AMI).

8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High- cost areas).

9. Homeownership opportunities, including, but not limited to, down payment assistance to those earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas.

10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project.

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Nick Razo, Director of Human Resources

SUBJECT: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-3) FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve issuing an Employee Benefits Insurance Broker Services Request for Proposal, No. 23- 3 (RFP No. 23-3); and

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

FISCAL IMPACT:

There is no fiscal impact related to issuing RFP No. 23-3 for Employee Benefits Insurance Broker Services (see Attachment "A"). Once a Broker is selected for award, the City Council will be requested to approve an agreement and amend the Fiscal Year 2022-23 Budget if needed.

BACKGROUND:

The City of Montebello, Human Resources Department, is soliciting proposals from highly qualified insurance brokerage firms (Broker) to provide employee benefits broker and consulting services. The City currently has approximately 400 active employees and 200 retirees enrolled in multiple group benefit plans. The City is particularly interested in a broker who can offer creative and innovative approaches to benefit plans, with a proven

track record that allows the City to maintain quality programs and contain or reduce costs. The selected Broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the City's employee insurance benefits – to active employees and retirees.

The selected Broker shall provide services including, but not limited to:

- Partnering with the City to design and develop a short and long-range benefits strategy plan.
- Provide subject matter expertise and support related to current programs including dental and vision insurance plans, short and long-term disability, and Employee Assistance Program (EAP) benefits.
- Research and present considerations for other programs, such as voluntary/ancillary benefits.
- Review employee cost sharing annually and recommend changes based on strategies that drive value and maintain a competitive position.
- Review and report claims activity and provide recommendations for managing costs.
- Negotiate annual renewals with all insurance vendors.
- As needed, prepare bid specifications and solicit proposals from insurance markets that specialize in group insurance plans. Evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identify the most cost-beneficial package from among the various bidders.
- Review all plan contracts and summary plan descriptions.
- Assist with the creation of customized enrollment guides, plan summaries, and materials for open enrollment, new hires, and recruiting.
- Assist with the development of benefits presentations and announcements and conducting open enrollment meetings.

Once RFP No. 23-3 is approved, the notice inviting proposals will be published using Planetbids.com, Montebelloca.gov, and the Wave Newspaper, beginning October 13, 2022. All bids will be submitted through the Planetbids.com platform. The due date for all proposals will be November 17, 2022. It is anticipated that a Broker will be selected in December, with an award of a professional services agreement brought before the City Council for consideration shortly thereafter.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

The Human Resources Department requests authority to issue RFP No. 23-3, to provide employee benefits broker and consulting services.

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

Proposals will be evaluated based on the basis of the following qualitative and quantitative factors with the weighted value set forth below:

QUALITATIVE AND QUANTITATIVE CONSIDERATIONS		
#	**Categories**	**Weighted Points (Pts)**
1	Project Management Plan	10 pts
2	Proposed Project Team	15 pts
3	Firm Qualifications and Experience	25 pts
4	Technical Approach	30 pts
5	Price	20 pts
	TOTAL	100 pts

DISCUSSION:

N/A

SUMMARY:

Staff recommends that the City Council approve issuing RFP No. 23-3, attached hereto in substantial form, for Employee Benefits Insurance Broker Services; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Request for Proposal (RFP) No. 23-3

NEXT STEPS:

N/A

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

October 13th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:
https://www.planetbids.com

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INTRODUCTION

The City of Montebello (City) is soliciting proposals from highly qualified insurance brokerage firms (Broker) to provide employee benefits broker and consulting services.

The City currently has approximately 400 active employees and 200 retirees enrolled in group benefit plans. The City is particularly interested in a Broker that can provide creative and innovative approaches, with a proven track record, that enable the City to maintain quality programs and contain or reduce costs. The selected Broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the City's employee insurance benefits.

The selected Broker shall provide services including, but not limited to:

- Partnering with the City to design and develop a short and long-range benefits strategy plan.
- Provide subject matter expertise and support to current programs including dental and vision insurance plans, short and long-term disability, and Employee Assistance Program (EAP) benefits.
- Research and present considerations for other programs, such as voluntary/ancillary benefits.
- Review employee cost sharing annually and recommend changes based on strategies that drive value and maintain a competitive position.
- Review and report claims activity and provide recommendations for managing costs.
- Negotiate annual renewals with all insurance vendors.
- As needed, prepare bid specifications and solicit proposals from insurance markets that specialize in group insurance plans. Evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identify the most cost-beneficial package from among the various bidders.
- Review all plan contracts and summary plan descriptions.
- Assist with creating customized enrollment guides, plan summaries, and materials for open enrollment, new hires, and recruiting.
- Assist with developing benefits presentations and announcements, and conducting open enrollment meetings.

DATE: October 13, 2022

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL NO. 23-3

TITLE: CITY OF MONTEBELLO

BENEFIT INSURANCE BROKER SERVICES

The City of Montebello (City) is soliciting proposals from highly qualified insurance brokerage firms (Broker) to provide employee benefits broker and consulting services.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be with the following person [or his designated representative if applicable] only.

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 Request For Proposal, No. 23-3 (RFP No. 23-3), 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, November 17, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 23-3. 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 that 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. 23-3, 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: Nicholas Razo
Title: Director of Human Resources
Address: 1600 W. Beverly Blvd
Montebello, CA 90640
Telephone: (323) 887-1200

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	October 13, 2022
Deadline to Submit Questions	Thursday	October 27, 2022 at 3:00 PM PST
Responses to Questions Provided	Tuesday	November 1, 2022
Deadline to Submit Proposals	Thursday	November 17, 2022 at 3:00 PM PST
Presentations & Intent to Award	Week of December 11, 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the proposal. Failure to return this checklist may be cause for considering the proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 31	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	
	OPTIONAL ITEMS		
9	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 official City website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **3:00 p.m. on Thursday, November 17, 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 this Request for Proposal (RFP).

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the proposer’s submitted proposal for review by the City. It shall be the City’s right 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. A proposer submitting a basic conforming proposal 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, the proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 23-3, (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. 23-3, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in RFP No. 23-3 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 this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the www.PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, October 27, 2022.** No questions will be answered individually by the City or the Human Resources Department.

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 RFP No. 23-3. 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

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Brokers must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposing Broker 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 Broker 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 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 Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

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 City's opinion, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

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 or more proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant 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-consultants 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, the 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 number (RFP).
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 contact person identified in this solicitation.

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 Broker time shall commence from the date provided 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 Broker, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Broker 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
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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.

Contract Termination: The City may terminate any resulting agreement for convenience at any time by giving the Broker written notice thereof. Upon termination, the City shall pay the Broker the allowable cost incurred to the 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 Broker a percentage of the project, which relates to work accomplished to date of termination in accordance with the agreement. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. 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 Broker 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 directly specified or called for in these specifications. No advantage shall be taken by the Broker in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

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 RFP No. 23-3, is determined to be the most advantageous ("Best Value") to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to:

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

An Evaluation Committee comprised of 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 an agreement to the proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

Point of Contact

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

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

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective proposers via www.PlanetBids.com.

EVALUATION OF PROPOSALS

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

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal.
- 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 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 committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Human Resources.

The 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 rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the proposer 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 Broker'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** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	10 points
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of employee benefits and insurance programs; evidence of the ability to provide service in a prompt, thorough, innovative, and professional manner; and adequacy of labor commitment.	15 points
3	**Qualifications and Experience** Demonstrate experience completing employee benefits broker and consulting services projects of the same or similar magnitude; experience with creative cost containment methods; experience, reputation, and ability to reach a wide array of insurance markets and provide innovative services; record of completing work on schedule; strength and stability of the firm; presentation of a catalog of employee benefit broker experience and expertise most advantageous to the City.	25 points
4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	**80 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** 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.	20 points
	TOTAL	**20 points**

All other price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 20 (Total Points Available for Price Evaluation).

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The proposer shall possess the capability and expertise required to complete the following tasks:

A. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefits administration pertaining to public employers.
B. The proposer shall have at least three (3) consecutive years of experience in California providing broker and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the City's.
C. The proposer shall have experience working with labor unions and advisory committees.
D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update long and short-range plans designed to improve the effectiveness of employee benefits and insurance programs.
E. Demonstrate the ability to design traditional and multimedia content including surveys, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.
F. The proposer shall possess knowledge of applicable laws, regulations, and codes and shall be familiar with local conditions and trends relating to group insurance in California.
G. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with the employee benefits insurance broker services.
H. Demonstrate strong communication and coordination skills with City staff and outside parties in a constructive solution-focused style.

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

A. List and describe a minimum of three (3) projects or experiences, similar in nature to the project contemplated in this RFP, which the proposer is currently performing or has performed within the last thirty-six (36) months.
B. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
C. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
D. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
F. The firm possesses a professional staff with (5) years of knowledge and expertise to provide the Employee Benefits Broker and Consulting Services Project.
G. Financial capacity.

SECTION 4 – SCOPE OF WORK

The City is soliciting proposals from highly qualified Brokers to provide employee benefits broker and consulting services. The City is seeking a Broker to perform services related to the design, implementation, maintenance, communication, and improvement of employee benefits and insurance programs.

The Broker shall provide the services outlined in the Scope of Work, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms.

The selected Broker shall provide services including, but not limited to:

Broker Services and Strategy:

- Health care benefits program development and management
  (i.e., Medical, Pharmacy, Dental, Vision, Life, Disability, Supplemental/Voluntary Benefits, Absence and Leave, FSA/HRA/HSA, COBRA)
- Semi-annual strategic planning meeting and development of multiyear approach
- Annual budget renewal meeting, vendor scorecard, and stewardship
- 48-point Service Calendar
- Carrier renewals, RFP's and negotiation
- Benefit plan design and cost modeling
- Claims and utilization analysis
- Underwriting and actuarial services (IBNR)
- Alternative funding analysis
- Employee contribution modeling
- Wellness planning, and onsite clinic feasibility analysis
- Benchmarking

Open Enrollment Support and Employee Communications:

- Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, and new delivery systems to make long-term projections
- Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications, and quality of current employee and retiree benefit plans
- Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
- Annual estimates of renewal rates and cost trends and assist City staff in preparation of budget figures
- Conduct thorough and applicable market research in preparation for contract renewals.
- Representation at Insurance Committee meetings on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards
- Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable

- Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals
- Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City
- Provide communication development and support for the annual open enrollment period, new benefit offerings, and/or changes to the existing benefits offerings
- Attendance at, and assistance with, coordination of Open Enrollment meetings

Compliance:

- Assist the City to ensure that programs are in compliance with State and Federal regulations
- Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs
- Provide on-site training to City staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan; non-discrimination testing
- Annual Form 5500 data collection and filing
- Wrap Plan Document and Summary Plan Description
- Annual Legal Notices and Disclosure
- Assist City staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans
- Guided HR compliance via Mineral Platform

Technology and Tools:

- Online Decision support
- White glove concierge Navigation & Advocacy 24/7 support
- Enrollment Mobile Application
- Benefits Search Engine

Other Service Requirements:

- Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee health-care costs, both in the short-term and in the long-term
- Recommend and help develop enhancements and improvements for communications specific to the needs of the City's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation
- Provide timely research and responses to technical questions posed by City staff
- Provide regular and timely communications needed for the effective administration of benefit plans
- Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration
- Assist with the presentation content for labor and management benefits meetings and/or City Council meetings

- Provide access to published benefit-related survey information
- Develop additional benefits communications specific to the needs of the City's employees.
- Attendance at, and assistance with, meetings with the City Council, City staff and labor groups
- Recommend that City staff attend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the City
- Develop and/or assist in developing and evaluating employee needs and satisfaction surveys

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

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

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to provide Employee Benefit Broker and Consulting Services ("Project"); and

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

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

WHEREAS, CONSULTANT responded to CITY's Request for Proposal dated October 13, 2022 (RFP No. [23-3]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

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

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

C. CONSULTANT shall be compensated a sum not-to-exceed $……(the "Maximum Compensation") for performance of the Professional Services as set forth in the

Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

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 CONSULTANT 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 CONSULTANT's discretion.

SECTION 2. 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 8 herein.

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

SECTION 3. CONTRACT DOCUMENTS.

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

A. RFP No. 23-3;
B. Proposer's [DATE] Proposal for the Citywide Employee Benefits Insurance Broker Services 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 4. PERFORMANCE.

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

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

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

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

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

F. All reports, documents, or other written material developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by 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 CONSULTANT for such reuse.

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this

Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or sub-Consultant of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or 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, CONSULTANT and any of its employees, agents, and sub-Consultant 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 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **One Million Dollars and Zero Cents** ($1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake

self-insurance before commencing any of the work contemplated herein.

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

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

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

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

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are

primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. 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 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any

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

SECTION 19. 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 20. 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 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual

signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

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

SECTION 22. 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

CONSULTANT
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-Consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-Consultant 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 24. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and sub-Consultant, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any

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

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO	**CONSULTANT**
René Bobadilla City Manager	Name and Title
Dated:	Dated:

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

HUMAN RESOURCES DEPARTMENT

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

_____

Typed or Printed Name

_____

Title

_____

Title

_____

Date

_____

Date

_____

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

_____ _____

For Proposals requiring licenses the following information is required:

Consultant's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Employee Benefits Insurance Broker Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

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 *(Please include contract value, award date, term of contract, and description of work)*:	**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 *(Please include contract value, award date, term of contract, and description of work)*:	**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 *(Please include contract value, award date, term of contract, and description of work)*:	**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 to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $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 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Consultant 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 Consultant or Consultant's employees will use personal autos in any way on this project, Consultant 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 Consultant 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 $2,000,000 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, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

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. Consultant 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 D

PRICE SUMMARY SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

	DESCRIPTION	FIXED ANNUAL RATE
A	CONTRACT YEAR 1	$
B	CONTRACT YEAR 2	$
C	CONTRACT YEAR 3	$
Total for initial 3 year contract period		$

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	$
E	CONTRACT YEAR 5	$

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.

Please include above any other potential additional services that may be required and associated costs. (Attach your hourly and expense schedule for any additional work outside of scope of services.)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

EXHIBIT E

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

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

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

Part II

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

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

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ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Nick Razo, Director of Human Resources

SUBJECT: **APPROVAL OF A SOLE-SOURCE, PROFESSIONAL SERVICES AGREEMENT NO. 4031, WITH GOVERNMENTJOBS, INC., DBA NEOGOV, FOR ADD-ON PERFORM SOFTWARE SUBSCRIPTION AND SETUP SERVICES**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve a Sole-Source, Professional Services Agreement, No. 4031, with Governmentjobs, Inc., dba NEOGOV (NEOGOV), for add-on Perform software subscription and setup services; and

2) Authorize the City Manager and/or his designee to execute an agreement on behalf of the City of Montebello (City); and

3) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $16,083 in Account No. 100-25-250-6040.95 (General Fund, Human Resources, Contract Services – Professional Services); and

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

FISCAL IMPACT:

The cost to add-on the online applicant management system and recruitment process services over a two-year (2-year) term is for a total not-to-exceed amount of $36,249.

The payment schedule is as follows:

Year 1	Year 2	Total 2-Year Agreement
$16,083	$20,166	$36,249

Funding for this service was not originally included in the Human Resources Department's Fiscal Year 2022-23 adopted operating budget. Therefore, a budget amendment is required, increasing appropriations by $16,083 in Account No. 100-25-250-6040.95 (Human Resources, Contract Services – Professional Services). Funding for the second year of this agreement will be included in the FY 2023-24 budget.

BACKGROUND:

In September 2021, the City contracted with NEOGOV (see Attachment A) to provide an onboarding subscription and new hire integration license for the Human Resources Department. The software solution assists staff attract, retain, develop, and manage City employees. In addition, the NEOGOV online platform enables Human Resources to engage in transparent and simplified processes, improve the efficiency of data entry, and provide analytical reports for management to evaluate the results of all recruitment opportunities.

Since Human Resources currently utilizes the NEOGOV software and service to recruit and onboard new City employees, adding the Perform subscription to evaluate employees' performance is a reasonable choice. The add-on Perform software solution automates annual and probationary employee evaluations, allowing Human Resources to identify skills gaps and areas of improvement for City employees. In addition, the software allows for continuous communication with employees by providing manager feedback and goal tracking through email notifications, mobile or desktop journals, and scheduled and recurring check-ins. Human Resources and the respective department managers can complete entries throughout the year to document performance for reference during performance reviews.

Since NEOGOV is a proprietary software, Human Resources requests approval to sole-source the add-on software subscription and setup services to maintain and increase the efficiency of City departments. The procurement of this software will be obtained in accordance with the procedures outlined in the Montebello Municipal Code, Section 3.20.050 (B) – when the supplies and equipment needed can be obtained from one source only, as authorized under California Government Code section 54202.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

DISCUSSION:

N/A

SUMMARY:

Staff recommends that the City Council approve a sole-source, Professional Services Agreement (see Attachment B), attached hereto in substantial form, with NEOGOV to provide the add-on Perform software solution to increase the efficiency of the employee performance evaluation system, for a total not-to-exceed amount $36,249 over the two-year term; authorize the City Manager and/or his designee, to execute an agreement on behalf of the City; amend the FY 2022-23 budget by $16,083 in Account No. 100-25-250-6040.95 (Human Resources, Contract Services – Professional Services); and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Original Agreement with NEOGOV
2. Attachment B - Agreement No. 4031

NEXT STEPS:

N/A

NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
300 Continental Blvd, Suite 565
El Segundo, CA 90245
United States
billing@neogov.com

Customer:

Montebello, City of (CA)
1600 W Beverly Blvd
Montebello, CA 90640
USA

Quote Valid From: 8/11/2021
Quote Valid To: 9/30/2021

Quote Number: Q-00985
Payment Terms: Annual Net 30

Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Onboard Subscription			$5,602.00
New Hire Integration Flat File License			$837.50
		Year 1 TOTAL:	$6,439.50

Year 2

Service Description	Start Date	End Date	Term Price
Onboard Subscription			$11,204.00
New Hire Integration Flat File License			$1,675.00
		Year 2 TOTAL:	$12,879.00

Year 1

Service Description	Start Date	End Date	Term Price
Onboard Training			$1,500.00
Onboard Setup			$1,500.00

Service Description	Start Date	End Date	Term Price
New Hire Integration Flat File Setup			$3,000.00
		Year 1 TOTAL:	$6,000.00

ORDER TOTAL: $25,318.50

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. Initial Term: 24 months

"Montebello, City of (CA)"		NEOGOV	
Signature:		**Signature:**	
Print Name:	René Bobadilla	**Print Name:**	Mike Burns
Date:	9/15/21	**Date:**	9/20/21

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4031 WITH GOVERNMENTJOBS, INC. dba NEOGOV

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 12, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and GOVERNMENTJOBS, INC. dba NEOGOV, a California corporation (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional Contractor to assist CITY by providing add-on Perform software subscription and setup services; and

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

WHEREAS, the 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 the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement.

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 OTHER CONTRACT DOCUMENTS

A. 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 and its Exhibits.
b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated September 14, 2022, attached hereto as **Exhibit "A"**.
c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. 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 list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. The CONTRACTOR shall be compensated at a sum not-to-exceed **Thirty-Six Thousand, Two Hundred and Forty-Nine Dollars ($36,249)** over the two-year (2-year) term (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "A"**. The CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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

SECTION 3. TERM.

This Agreement shall commence on **October 12, 2022** and shall terminate on **October 11, 2024**, unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement for a minimum period of three (3) years, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

f. All non-proprietary 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 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all non-proprietary/non-copyright work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

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

c. Documents shall be provided in CITY's standard software formats.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. 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 the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the 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 the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the 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 the CONTRACTOR provides the CITY with adequate proof that the 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 the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. The CITY shall not deduct from the Compensation paid to the 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 the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the 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 CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the 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 CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the

CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

h. The 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.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The 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.

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

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

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

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the 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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the 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 the CONTRACTOR under the Agreement.

SECTION 17. 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 18. 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 19. 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 20. 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 21. MISCELLANEOUS.

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

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 22. 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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 W Beverly Blvd Montebello, CA 90640 (323) 887 -1200
With a copy to:	City of Montebello – Human Resources Department Attn: Nicholas Razo, Director of Human Resources 1600 W Beverly Blvd Montebello, CA 90640 (323) 887 -1200 x 419 nrazo@cityofmontebello.com
If to Contractor:	Governmentjobs, Inc. dba NEOGOV. Attn: Kim Goerlitz, Sales Representative 2122 Park Pl, Suite 100 El Segundo, CA 90245 (888) 636-4681 billing@neogov.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the 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. The 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 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**GOVERNMENTJOBS, INC. dba NEOGOV.**
_____	_____
René Bobadilla, City Manager	Kim Goerlitz, Sales Representative
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – Contractor's Scope of Services and Associated Cost

Exhibit “A”

CONTRACTOR’S SCOPE OF SERVICES

NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A
Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Kim Goerlitz

Montebello, City of (CA)
1600 W Beverly Blvd
Montebello, CA 90640
USA

Quote Valid From: 9/14/2022
Quote Valid To: 10/31/2022

Quote Number: Q-07183
PaymentTerms: Annual,Net 30

Employee Count: 463
Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Perform Subscription			$10,083.00
		Year 1 TOTAL:	$10,083.00

Year 2

Service Description	Start Date	End Date	Term Price
Perform Subscription			$20,166.00
		Year 2 TOTAL:	$20,166.00

Year 1

Service Description	Start Date	End Date	Term Price
Perform Setup			$6,000.00
		Year 1 TOTAL:	$6,000.00

ORDER TOTAL: $36,249.00

DRAFT

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Initial Term: 2 Years

DRAFT

"Montebello, City of (CA)"

Signature: _____

Print Name: _____

Date: _____

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT - MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT, PHASE 1 (CP NO. 894-1)**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Award a construction contract for the Montebello Municipal Golf Course Renovation Project Phase 1 (CP No. 894-1) in the amount of $5,094,000 to Los Angeles Engineering, Inc.; and

2) Authorize the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount; and

3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and

4) Award Task Order No. 4 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for the project for a not-to-exceed-fee of $1,283,543; and

5) Approve a reimbursement payment to Trend Sports, LLC in the amount of $494,705 for conceptual pre-design project development costs; and

6) Approve the Total Project Budget (Attachment A); and

7) Approve the Notice of Exemption (Attachment D) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and

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

FISCAL IMPACT:

On September 14, 2022, the City Council authorized the sale of lease revenue bonds (Series 2022A) in an amount not-to-exceed $16.5 million to fund the design and construction of the Golf Course Renovation Project. The recommended agreements and reimbursement are project expenses and will be paid from bond proceeds.

Staff will create a separate capital project fund to track related design and construction costs related to the Golf Course Renovation Project, as well as the bond proceeds recognized as revenue. Once bonds are issued (approximately mid-October), proceeds will be used to reimburse the City for all related design and construction costs for this project.

In addition, the City has available Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) that will be utilized to fund the gap between bond proceeds and total project budget. Per Federal Final Rule guidelines (April 2022), the City utilized the "revenue loss" category of the American Rescue Plan Act (ARPA) to utilize the $16.59 million in CSLFRF revenue. A portion of the funds have already been recognized in the General Fund to mediate the lost revenue from the pandemic, with additional funds reserved for the citywide information technology backbone and upgrade project. The Interim Final Rule and Final Rule provided clear guidance to cities utilizing the flexibility of the "revenue loss" category of ARPA. Since the City's total revenue loss calculation exceeded the award amount, the entire $16.59 million is being utilized per the guidelines of the "revenue loss" category.

Subsequent actions will be presented to the City Council to appropriate funds for this capital project in a newly created capital project fund. No budget amendment is necessary at this time.

BACKGROUND:

The City Council approved a Sublessee Development and Participation Agreement with TopGolf on March 24, 2021 for the Driving Range Relocation Project (“DRR Project”). The DRR Project is adjacent to the Montebello Municipal Golf Course Renovation Project (“GCR Project”) and is located along the Via Campo frontage of the golf course campus.

The GCR Project proposes to renovate a portion of the existing Montebello Municipal Golf Course property located immediately south of the DRR Project and northwest of the Quiet Cannon event center. The GCR project area is approximately 72.5 acres of the entire 118 acre golf course campus. The proposed project will replace the existing 18-hole golf course with a new and modern first-class championship golf course complex

that will complement the adjacent TopGolf facility and existing hotels and Quiet Cannon event center. The project will include a new 9-hole championship golf course with a new club house and putting green complex and a new 6-hole (10-hole at night) Par 3 golf course with lights.

The construction of the Golf Course Renovation Project will be phased as follows:

Phase 1 – Golf course rough site work construction (Civil Contractor) including rough grading, underground and utilities construction, pavement and concrete flatwork;

Phase 2 – Golf course construction (Golf Course Contractor) including finished grading, construction of golf course features (i.e. tee boxes, fairways, greens and sand traps), turf and landscaping; and

Phase 3 – Clubhouse construction.

On August 1, 2022, the City Council authorized the publishing of the Notice Inviting Bids for all three phases.

The Notice Inviting Bids was published on August 25, 2022, in the local newspaper and the Green Sheet in accordance with the California Public Contract Code. The notice, plans and specifications were also posted on Planet Bids through the City of Montebello's Website, per the City's municipal code, Chapter 3.20 et al.

On September 22, 2022 at 10:00 AM, four(4) bids were received and opened publicly, as follows:

Los Angeles Engineering, Inc.	$ 5,094,000
Griffith Company	$ 5,968,869
Mehta Mechanical Company, Inc.	$ 7,754,000
Mike Bubalo Construction Co., Inc.	$10,894,079

The bids were analyzed and Los Angeles Engineering, Inc., was determined to be the lowest responsive and responsible bidder. Award of a construction contract to Los Angeles Engineering, Inc. in the amount of $5,094,000 is recommended.

The anticipated project schedule is as follows:

Award of Contract	October 12, 2022
Start Construction	November 2022
Complete Construction	November 2023

The Notice Inviting Bids for Phase 2 was published on September 27, 2022. The publishing for the Phase 3 Notice Inviting Bids is anticipated in the next 30 days.

Construction management and inspection for all phases will be performed by AIM Consulting Services, one of the City's as-needed construction management/inspection

consultants.

ENVIRONMENTAL IMPACT:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, the recommended improvements are categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility and involves negligible or no expansion of the existing or former use. The project does not change the existing use as a golf course and, furthermore, that use is actually reduced since the project will replace an 18-hole golf course with a 9-hole golf course and a smaller 6-hole par 3 golf course.

ANALYSIS:

The Total Project Budget (TPB) is included in Attachment A. The total amount budgeted for this project -- all phases, hard and soft costs -- is $20,300,000. A summary of the projected cost is included in the TPB (Attachment A) and there are sufficient project funds available for all of the recommended agreements/reimbursements recommended in this staff report, utilizing Lease Revenue Bond Series 2022B proceeds plus available CSLFRF revenue.

Construction Management and Inspection Services
AIM Consulting Services (ACS) was selected for the City's On-call Construction Management / Inspection Bench List in response to RFP No. 21-32, a qualification based selection. Master Retainer Agreement No. 3919 with ACS was approved by the City Council on October 13, 2021. The recommended Engagement Letter is Task No. 4 for ASC. The fee proposed by ACS is based on the contractual hourly rate, per the Master Retainer Agreement, for the staff that will be working on the project. Hours will be tracked monthly. It is estimated that the work for the duration of construction will require 7,200 hours at a total cost of $1,283,543; including soil/material testing and labor compliance subconsultant services and construction management software fees.

Reimbursement to Trend Sports LLC
Staff reviewed invoices submitted by Trend Sports for various engineering, architectural and other project development services that were required in the conceptual development of the project. These services include aerial surveying, geotechnical investigation, golf course routing layout, building programming and conceptual layouts and renderings for the clubhouse, preliminary grading and drainage analysis, and traffic impact analysis. The work produced by these various consultants was instrumental in marketing the proposed project to potential tenants and ultimately in gaining the interest of Topgolf. The aggregate cost of these services was $494,705.

DISCUSSION:

N/A

SUMMARY:

Upon approval of the recommended actions, staff will execute the contract agreements with Los Angeles Engineering, Inc. and AIM Consulting Services and coordinate the completion of the Project.

ATTACHMENT(S)

1. Attachment A - Total Project Budget
2. Attachment B - Agreement No. 4006
3. Attachment C - Letter of Engagement (ACS Task No. 4)
4. Attachment D - Notice of Exemption

NEXT STEPS:

N/A

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT (PHASE 1)

C.P. No. 894-1

TOTAL PROJECT BUDGET

Project Expenses	Estimated Cost
Conceptual Pre-Design Project Development (Trend Sports, LLC) **(Recommended)**	$494,705
Program Management Service (AIM CS – Auth 11/10/21)	$382,720
Additional Services (Auth7/27/22)	$188,841
Architectural/Engineering Design Service (Sportfive – Auth 11/10/21)	$1,238,290
Additional Services (Auth 5/11/22)	$188,790
Additional Services (Auth 7/27/22)	$149,980
Additional Services (Administrative Auth 10/3/22)	$7,928
Construction Management / Inspection – (AIM CS) **(Recommended)**	$1,283,543
Phase 1 – Grading and Utilities Construction (Los Angeles Engineering, Inc.) – **(Recommended)**	$5,094,000
Phase 1 Construction Contingency (10%)	$509,400
Phase 2 – Golf Course Construction (Estimated)	$8,000,000
Irrigation Pump Station Purchase (MCI-Flowtronex – Auth 9/28/22)	$295,000
Phase 3 – Clubhouse Construction (Budget)	$2,466,803
Total Projected Cost:	**$20,300,000**

Project Funding	Estimated Budget
Lease Revenue Bonds (Series 2022A)	$15,300,000
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)	$5,000,000
Total Projected Budget:	**$20,300,000**

CITY OF MONTEBELLO

STANDARD PUBLIC WORKS AGREEMENT NO. 4006

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on October 13, 2022 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and LOS ANGELES ENGINEERING, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide work consisting of the construction of rough site work, utilities and pavement for the Montebello Municipal Golf Course Renovation Project (Phase 1) (C.P. No. 894-1) ("PROJECT"); and

WHEREAS, on October 12, 2022, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT; and

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Project Manual and Special Provisions, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the "Agreement Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. CONTRACTOR'S September 22, 2022 electronic bid
3. Standard drawings
4. Details
5. Special provisions, if any
6. General specifications and all referenced specifications

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

a. The work shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY. Work for the PROJECT shall be completed within thirty-five (35) working days from the issuance of the Notice to Proceed. This Agreement shall expire three (3) months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional three (3) months upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by the CITY's applicable, department head.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total lump sum amount of **Five Million Ninety-four Thousand Dollars ($5,094,000),** which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the 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. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with section the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request,

the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for

the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **60** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

   1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
   2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
   3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.

d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than $25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of $25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORs and SUBCONTRACTORs must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORs and SUB-CONTRACTORs must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations ("DIR") Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the DIR website and the Project site.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined

by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B.".

b. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

c. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Agreement price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

SECTION 12. INSURANCE REQUIREMENTS

a. Prior to commencing work hereunder, CONRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640

Email: GSkibar@cityofmontebello.com

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of **Two Thousand dollars ($2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of $375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

(1) Informal negotiation between the CITY and CONTRACTOR.
(2) Mediation with CONTRACTOR.
(3) Court mandated Arbitration.
(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.

5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over

by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include

attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) 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 the CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: rbobadilla@cityofmontebello.com
With copy to:	City of Montebello – Department of Public Works Attn: James Enriquez, P.E., Director/City Engineer 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1462 Email: jenriquez@cityofmontebello.com
To CONTRACTOR:	_____ Attn: _____ _____ _____ _____

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO ("CITY")	_____ ("CONTRACTOR")
By: _____ René Bobadilla, City Manager	By: _____
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Warranty Bond

EXHIBIT "A"
INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of $2,000,000 for each person and $2,000,000 for each occurrence; property damage limits of $2,000,000 for each occurrence, $5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS ($5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS ($5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least $5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of

$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

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

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by the CITY.

10. <u>Evidence of Insurance and Claims</u>.

CONTRACTOR shall provide certificates of insurance to the CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

EXHIBIT “B”

PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello (“Obligee”) have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORs shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____

City Attorney

(Use of City Bond Form is Required)

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____
_____
_____
___and all appurtenant work in accordance with the plans and specifications for Project No._____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORs, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars ($_____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORs, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be

deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORs pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the Agreement, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

(Use of City Bond Form is Required)

EXHIBIT "D"
Warranty Bond
PUBLIC WORKS (CALIFORNIA)

WHEREAS, the City Council of the City of _____, State of California, and _____, (hereinafter designated as "Principal") have entered into a written Agreement (the "Agreement") dated _____ whereby Principal agrees to install and complete certain designated public improvements, which Agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____ _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of _____, (hereinafter called "City"), in the penal sum of _____ _Dollars, ($_____) lawful money of the United States, which is 50% of the amount of the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Warranty Bond are true and correct, and that I have been duly authorized to sign this Warranty Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____ , State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____ _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____

City Attorney

City of Montebello

ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES

PROTECT/SERVICES: Montebello Municipal Golf Course Renovation Project
Construction Management & Inspection Services

MASTER RETAINER AGREEMENT NO. 3919

TASK NO. 04

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage AIM Consulting Services (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. 3919) approved by the City Council on October 13, 2021 and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed One Million Two Hundred Eighty-Three Thousand Five Hundred Forty-Three Dollars ($1,283,543), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on October 13, 2021 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq*., Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO
(the “City”)

By: _____
René Bobadilla, City Manager

AIM CONSULTING SERVICES
(the “Consultant”)

By: _____

ATTEST:

_____
Christopher Jimenez,
City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule

Exhibit A

Scope of Work

CITY OF MONTEBELLO
ON-CALL PROGRAM/CONSTRUCTION MANAGEMENT SERVICES
MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION AND RELATED PROJECTS

September 28, 2022

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO ON-CALL PROGRAM/CONSTRUCTION MANAGEMENT SERVICES MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION AND RELATED PROJECTS

Dear Mr. Enriquez,

The City of Montebello is seeking qualified consultant teams to provide Construction Management services as a member of the city's project delivery team in support of the City's Golf Course Renovation projects. AIM Consulting Services (AIMCS) has assembled an exceptionally qualified team for this contract to manage this and other site related projects in a professional, proficient, and legal manner.

The City of Montebello Needs a partner with:

1. Experience and understanding of the complexities inherent in managing various capital improvement projects and delivery methods, with deep local resources, and with both County and local agency/utility review and approval management experience.
2. Proven ability to manage and coordinate the planning, programming, design, and construction of projects no matter what the delivery model.
3. Construction management expertise to coordinate and manage the execution of various construction types for its capital improvement program.

We formed our team to combine the proven Construction Management capabilities and depth of resources with extraordinary knowledge and value that will ensure the best possible outcome for the City of Montebello—Recognizing that the City desires a multidisciplinary Construction Manager with the ability to mobilize quickly to manage the Golf Course Renovation projects, we propose senior staff member **Mike McAlpine** to oversee and manage the City of Montebello Golf Course Renovation and related projects. As part of the project delivery team, AIMCS has included in our proposal a comprehensive staffing plan for the management and execution of the work in the field.

Construction Management Services
AIMCS's work will involve overseeing the implementation of complex construction project with coordination of three separate contractors working at the Montebello Golf Course site. AIMCS will coordinate with all contractors, design team, and the City of Montebello to minimize impacts to project milestone dates.

During construction AIMCS will manage cost control, estimating, CPM scheduling, document control, contract administration, claims mitigation, FF&E coordination, ADA Compliance, transition planning, project closeout and warranty administration. All of our key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. AIMCS will implement the use of Procore to manage the flow of documents for the overall construction program.

Our experienced Construction management team will work with the City of Montebello to have access to tools and solutions that meet their specific project needs:

- Real-time safety, schedule, cost, quality, cash flow, and status
- Web-based interactive systems that provide real-time communication, information access, availability, and reports
- Simple, low-cost implementation processes
- Specific modifications to meet customer requirements
- Effective business processes and methodologies

AIMCS Project Approach
Our approach, based on strategies that have repeatedly proven effective in managing public agency capital projects, includes:

- Assessing the resource needs of the Project and assigning an experienced Team that understands the goals, objectives, and expectations of the City.
- Initiating a process to create the systems, procedures, and controls to provide information in a transparent manner to the City.
- Engendering a spirit of teamwork among all the parties involved.
- Establishing clear lines of responsibility, authority, and communications.
- Deploying proven project, cost, and document management systems.
- Evaluating project schedules to deliver the project on time.
- Developing a timely, multi-level system for tracking and facilitating issue resolution.
- Documenting all activities, processes, and changes.
- Using standardized disciplined work practices and verifying compliance.

By mobilizing our CM Team according to the needs of the Project during construction and closeout phase, all CM activities can be performed within the established milestone schedule.

Preconstruction Conference

AIMCS will conduct a Preconstruction Conference following the Notice to Proceed. At the Preconstruction Conference, we will convey to the contractor the expectations of the City. The agenda for the Preconstruction Conference will include, but not be limited to the following:

1. Construction working hours (work shifts); noise abatement requirements
2. Traffic Realignment Plan (each intersection)
3. Construction vehicle haul routes, delivery hours, and restrictions
4. Master construction schedule
5. Three-week look-ahead schedule
6. Illness & Injury Protection Plan (IIPP) or Site-Specific Safety Plan
7. Storm Water Pollution & Prevention Plan (SWPPP)
8. Subcontractor mobilization notification procedures
9. Pay application procedures
10. Change order request procedures
11. RFI and submittal requirements
12. Materials testing and specialty inspection procedures
13. "As-Built" Plans and specifications procedures
14. Punch list and close-out procedures
15. Substantial completion and Notice of Completion procedures
16. Warranty and commissioning procedures

The AIMCS standard operating procedure is to establish the goal and objectives, operating parameters, guidelines, expectations, and requirements up front in an effort to mitigate problems that might otherwise present themselves over the course of the construction phase of the project.

Management Information Systems

AIMCS will maintain accurate and orderly detailed files, written records, and documents concerning the project during all stages of planning, design, and construction: this includes project correspondence, meeting minutes of job conferences, progress reports, shop drawings, and other submissions; contract documents, such as addenda; change orders; supplemental drawings; and all other project-related documents. All records, documents, and/or information regarding the project will be provided to the City.

One of the keys to a well-managed project is to establish and maintain a project file system at the work site. AIMCS will use Primavera Contract Manager (Procore) software—or other client-specified software or reporting methods—to maintain an electronic version of all documents. In addition, hard copies of all original documents will be retained within the document controls system, also known as the Master Files Archives System (MFAS). Distribution of documents will be established by AIMCS, in conjunction with the City, designers, and contractors.

The Master Files Archives System will consist of the following types of documentation which will be maintained at the job site:

- All correspondence and contract documents
- Building, utility, and easement permits
- Change order and claims logs and supporting documentation
- Construction progress photographs
- Contractor submittals
- Request for Information (RFI) logs
- Daily, weekly, and monthly inspection reports
- Independent inspection and testing reports
- Non-compliance reports and corrective action responses

- Payment requests and approved payments
- Operation & Maintenance (O&M) Manuals
- Meeting minutes
- Monthly progress reports
- Public affairs and media issues
- Quality control program compliance and reports
- Safety program compliance and reports
- CPM schedules and recovery plans
- Warranties and guarantees
- Contractor samples and mock-ups

Coordinate Submittals

All aspects of the contractor's project submittal process will be carefully reviewed to make sure that full compliance with requirements of the project specifications. We will ensure that a Master List of Submittals is acceptably prepared and approved prior to the start of contractor's submission process. The Master List of Submittals will be appropriately coordinated with approved baseline schedule and a List of Contact Deliverables will be developed. Our review will focus first and foremost on elements specified in the project specifications and ensure that the submittals are developed and submitted in the quantities and format specified. Project submittals will include, in accordance with ACI Specification, shop drawings, samples, catalog cuts, product data, calculations, reports, etc. We will maintain an up-to-date Submittal Log and monitor the submittal approval process (by aging days) to ensure timeliness and thoroughness. We will ensure that record files including transmittal correspondence are properly maintained.

Review Traffic Controls - Plans

All aspects of the contractor's traffic plan will carefully be reviewed to make sure that full compliance with all applicable State codes, municipal ordinances, and requirements of the project specifications are met. Our review will focus first and foremost on elements of the traffic plan that pertain to safety of the public and of construction workers during the course of construction. The plan must provide for immediate ingress and egress of safety vehicles, such as ambulances and fire trucks, at all times during construction. To manage safety, the traffic plan must include flag personnel trained in traffic control and the safety of the public, and pedestrians must be considered and provided for. Approaches to the construction site by trucks and heavy equipment must not disrupt the flow of traffic on adjacent public streets. Traffic safety and control should be a standing topic at all construction status and "tailgate" meetings.

Weekly Construction Meetings

AIMCS will conduct job meetings with contractors, consultants, and representatives from the City to discuss procedures, performance, progress, problems, and scheduling. Minutes of such meetings will be distributed to all attendees in a format authorized by the City.

- The AIMCS Senior Project/Construction Manager will chair all meetings required to manage the project, including biweekly progress meetings and coordination meetings with the contractors. AIMCS will take detailed minutes at all meetings and prepare and distribute these minutes within four business days of a meeting. Our minutes will include a detailed list of action items resulting from each meeting, listing the date the action item was established, the responsible party, and the target date for resolution.
- Copies of minutes will be distributed to all attendees as well as other parties determined by AIMCS and the City.

Issues Management
AIMCS will coordinate replies to all contractor RFIs. We will review the plans and specifications, and will be prepared to assist the design team with regards to clarifications or discrepancies, and we will expedite all replies from the designers to contractors to mitigate any potential project delays.

- We will maintain an Issues Management log so that all issues that are time-sensitive receive the proper attention by all project participants at the earliest opportunity.
- We will establish open communications with project teams through all phases of a project's delivery.
- We will maintain an Issue-Action report so that each issue is tracked in coordination with the corresponding action required, and by whom.
- We will conduct project review work sessions at frequent intervals to discuss issues and provide supervision and guidance in resolving them.

Schedule
AIMCS recognizes that schedule control is an essential element for the successful execution of any project. As such, we will review current construction schedules with contractors, develop mitigation schedules, and verify compliance with progress scheduling requirements. The master CPM schedule will serve as the contract baseline by which the contractor's progress will be measured and tracked. Actual progress and resource usage will be continuously reviewed, monitored, and recorded against planned logic, sequencing, and quantities installed, to identify deviations from the approved plan so that we can recommend immediate corrective action, as required.

Detailed schedules will be developed by the contractor using software prescribed in the specifications, such as Oracle Primavera Project Planner (P6). The schedule will show the sequence and interdependency of all the project activities, including non-construction activities (e.g., drawing approvals, procurement, etc.) and construction activities. The detailed schedules will be developed and approved in accordance with the project specifications. All activities should be resource-loaded (i.e., quantity of material to be installed, manpower requirements such as crews, major equipment, and crew production rates, etc.). This information will be used to document the contractor's anticipated activity resources and calculate realistic durations.

The AIMCS Team knows the importance that schedule tracking plays on large and small capital improvement programs. We will provide scheduling services to the City using Microsoft Project or P6.

Our experienced staff will implement a proactive process for analyzing the work to be accomplished during construction and post-construction phases. We will develop the plan with input from the City to establish the detailed sequence in which work will be executed. The project schedule establishes a critical path, which defines the longest consecutive sequence of activities totaling up to the overall project duration. In developing the schedule critical path, we will be able to evaluate changes to the work which could potentially extend the total allowable contract period. The AIMCS Team will use Schedule Control in the management of construction duration and cost growth on the project.

We realize that live integration between estimating and scheduling delivers the true advantages of earned value including: having cost performance and schedule performance in a single unified view, getting a true picture of the project's value at any point in time, and having an accepted standard for monitoring project status and likelihood of success. ***Our AIMCS Team is expert in developing and tracking Budgeted Cost of Work Scheduled (BCWS), Budgeted Cost of Work Performed (BCWP), Actual Cost of Work Performed (ACWP), and Estimated Cost at Completion (EAC).***

Integration between Primavera and the selected cost estimating software allows live two-way updating of budgets and schedules. Our estimating and scheduling staff can make changes in either the schedule or the cost estimate to view impacts before they occur, in turn saving time and money. We offer on-site and off-site services for any sized organization. In addition, we have professionals available on a long- or short-term basis to help on location, as indicated by our accompanying Cost Proposal options. We provide an enterprise view of projects to identify potential problems and opportunities early on, to:

- Minimize/eliminate costly delays that can impact your construction schedule
- Help you communicate more efficiently and effectively with your subcontractors
- Coordinate procurement sequences to allow timely delivery of key materials
- Manage the timely performance of construction activities
- Improve accountability among the City, general contractor, and subcontractors
- Take advantage of better sub bids from your subcontractors because of their increased efficiencies
- Discourage unfounded claims and liquidated damages with precise documentation

Cost Control

The AIMCS Team will prepare cost estimates and negotiate amounts for the work to be performed on a change order basis and submit the information with a recommendation to the City for approval.

AIMCS provides industry-specific estimating software templates to get projects started quickly. We utilize and apply multiple estimating techniques depending on the project, including historical analysis of completed jobs of similar scope and complexity; crew productivity, history, and expertise; and resource availability and assembly basis, which allows our staff to create estimates that match how you manage your projects.

Analysis reporting allows at-a-glance summaries for making cost decisions. AIMCS will analyze available cash flow, corresponding costs, summary information about estimate cost and timelines, and potential revenue with the client's selected estimating software. We will call on our previous successful experience in projects of similar scope and complexity to create accurate estimates, generate preliminary budgets, and compare subcontractor and vendor change orders with little time and effort.

The AIMCS Team will create cost breakdown structures with unlimited levels of detail to model the job and provide a head start for construction management with estimating software. AIMCS compares quoted values to plug-and-detail values to make informed decisions. Through these efforts, our Team will be able to streamline the process of reviewing quotes, while developing a powerful comparison matrix to negotiate with the contractor while demonstrating due diligence. Combined with scheduling tools, AIMCS will be able to link estimates, work plans, and schedules to display expected cash flow, as well as "what if" analysis to maximize the decision-making process for the City.

The AIMCS Team will provide cost estimating services for construction, providing detailed and independent cost estimates as required. We have the capability to perform comprehensive cost estimating at any point during the project and at any level of detail required.

We use computer-based systems to develop costs by component (labor-crew based, equipment, and material), and by any level of the project work breakdown structure (WBS) by area, phase, or building component including CSI or Uniformity (elemental), all of which facilitates cost per component for the review process or development of cost modeling. As an extension to cost estimating, we can review project plans and specifications to isolate construction activities or systems that show unexpectedly large costs per square foot, procurement time, or construction time. Alternatives and an estimate of their impacts on project schedule, cost, and quality can then be proposed.

Change Orders

AIMCS utilizes an effective, objective, and equitable approach to managing change orders. This approach has proven to produce beneficial ripple effects far beyond that of any individual change. If the contractor is aware that commercial issues will be addressed promptly and equitably, change order pricing will be more realistic, and managers will be able to continue focusing their attention on the timely progression of the Project.

We will implement an AIMCS- and City-established change order management process to provide the necessary checks and balances to obtain the required approvals prior to proceeding with any changed work. In all instances where changes are to be made, we will evaluate the impacts of the proposed changes so that we may expedite the project and avoid potential contractor claims. To facilitate this, AIMCS will establish a computerized change order control and reporting system in Expedition or another client-approved reporting system. When a potential change order becomes a change order, the modification will be tracked as a Change Order Alert. We will monitor the status of change orders, expediting their process by maintaining a Change Order Status Log to record critical dates and action steps from initiation to resolution of each change order. We will also prepare a monthly Change Order Summary Report and a Memorandum of Delay documenting any delays which may have occurred. Individual change order files will be developed and will carry the change order reference, the date of submittal, the date work started, actual dollar amount, proposed amount (if not settled), dates of settlement, and signing and processing dates.

A separate change order file will be established for each contract, and a complete summary report will be provided for the related total contract costs. To reduce the impact of unanticipated changes or claims during the construction phase, a system will be established to identify a changed condition as early as possible, quickly address alternatives, and rapidly provide direction to the contractor.

Dispute Resolution
AIMCS will track potential and actual claims as soon as they arise, assess their cost and time impact, review possible mitigation measures, perform cost-benefit analyses as appropriate, and propose solutions. If a claim cannot be resolved or mitigated at the project level, we will assess all relevant information and make recommendations at the appropriate level for settlement, negotiation, and/or litigation, if necessary. We will also maintain and update claims status logs as part of our document control system.

AIMCS will quickly and equitably adjudicate claims to reduce settlement costs and impacts on work progress. By maintaining detailed documentation, we will expedite the entitlement and quantum determinations during the claims process, with the aim of defusing disputes through making the entitlement issue(s) clear to all parties involved.

Public Relations
AIMCS will utilize local periodicals as well as other forms of advertising to effectively and quickly inform the business community and public at large of any interruptions or extended impacts to ongoing traffic operations. Throughout the Project duration, AIMCS will also communicate any business opportunities, as well as job opportunities related to the work being performed. ***It is our practice to encourage local participation in the project delivery process in order to foster community pride and appreciation. In the spirit of that effort, AIMCS will implement a local participation program whenever the opportunity is open during the construction process to implement such a program.***

Permits/Environmental Compliance
Throughout the course of the Project, AIMCS will review and enforce requirements stipulated in permits issued by the involved regulatory agencies. If the contractor is not proceeding with work in an appropriate manner, AIMCS will issue non-compliance letters to track issues and potential deficient work.

Progress Payments
Monitoring the project budget will involve reviewing the contractor's monthly progress payment applications, current quantities and estimated quantities to be completed by line item, approved and projected change orders to complete the Project, and the impact of potential claims. AIMCS will use Expedition computer software to track, monitor, and develop cost estimates to complete the Project. AIMCS will also use the contractor's approved CPM schedule to project estimates for completion, closely monitoring and evaluating:

- Progress and final payment applications
- Cost estimates for change orders
- Contract conflicts
- Projected unit prices, if required
- Time and material records

Monthly Status Reports
AIMCS will maintain a job diary, describing all of the activities that occur daily. This will include the number of workers, identified by trade, employed at the site by each contractor; the number of hours worked; material shortages; labor difficulties; weather conditions; visits by officials; decisions reached; and any other observations pertinent to the work.

In addition to daily field inspection reports, our ***Field Engineer,*** will prepare regular weekly and monthly reports to describe the progress and conditions of the Project. These reports will be compiled from project records, daily inspection records, and man-hour reports, reflecting, at a minimum, the following items:

- Weekly reports
- Description of work performed and major quantities installed
- Key project developments or milestones completed
- Equipment at the site, material deliveries or shortages, and manpower
- Problem areas and action items
- Safety issues
- Monthly reports
- Construction progress with percent complete compared to plan and progress photos
- Project status including milestones, schedules, and budget
- Change order status
- Status of RFIs, submittals, and contractor approvals

All daily, weekly, and monthly field reports will be reviewed and signed by our Project Manager to verify timeliness, accuracy, and completeness. This communication tool will keep everyone informed of the Project status. AIMCS will witness all of the contractor's tests, as required, to verify conformance with the contract documents for each aspect of the project. As AIMCS has done on many of its successfully completed CM assignments, we are prepared to hire an independent testing service, if necessary, to check compliance.

Mike McAlpine, our Senior Project/Construction Manager, may stop any part of the work if the methods or conditions are unsatisfactory, resulting in an unsafe working condition. Work will cease until the unacceptable situation is resolved with the contractor.

Site Safety
Safety is always at the forefront of our construction inspection effort. Our inspectors must commit to a safety program with a thorough understanding of the AIMCS Safety Plan, as well as the construction contractor's project Safety Plan. Safety issues must be resolved promptly and properly. Work being conducted in an unsafe manner must immediately be halted. ***Our highest objective on construction sites is always to have every person on the project go home safely each and every night.***

The safety program developed by each contractor will be reviewed, revised, and/or adjusted as necessary. Coordination on all of the safety programs for the project will take appropriate action to enforce adherence by each contractor to the programs. Contractor deviance from the safety programs will be reported to the client. Precautions will be taken to minimize the risk of injury to persons and damage to property from the work. Hard hats, safety vests, eye protection, ear protection, respirators, work shoes, emergency telephone numbers, tool box meetings, and OSHA are common topics of discussion on a construction project. AIMCS will pay strict attention to maintaining safe work conditions and security at the project site.

AIMCS will monitor the contractor's compliance with our own safety guidelines and standard industry safety practices. To verify the contractor's understanding of job site safety regulations and procedures, we will make sure that the contractor submits a project safety program for our review. The contractor's safety program will be reviewed for:

- Job site inspections and their frequency
- Safety program execution responsibility
- Job-site first-aid medical treatment responsibility
- Public protection devices (e.g., barricades)
- Accident procedures
- Hospital/ambulance service
- First-aid equipment and supplies
- Health hazards (e.g., proper ventilation of enclosed areas)
- Fire protection
- Safety education of new employees
- Safety meetings
- Employee protective devices
- Protection of the public

AIMCS will work with the contractors to implement their programs and will conduct periodic safety inspections in accordance with a safety procedures checklist. We will hold monthly (or more frequently, if necessary) meetings with the contractor's supervisory personnel for the purpose of reviewing the status of the project safety program.
In the process of monitoring the contractor's adherence to safety practices, we will monitor the contractor's safety provisions as the work progresses with respect to all applicable rules, regulations, and requirements.

"As-Built" Drawings
During the course of the Project, ***AIMCS will work with the contractor to maintain accurate sets of "As-Built" drawings and specifications.*** These drawings will be turned over to the City at the conclusion of the Project. The contractor will certify the drawings as "As-Built," and AIMCS will accept them as "As-Built" by performing a review for accuracy and completeness prior to submission to the City. A marked-up set of field drawings will be consistently updated and kept on file during construction by the AIMCS QA/Construction Manager. This record will be used to verify completeness, accuracy, and compliance of the contractor's "As-Built" drawings. AIMCS's set of field drawings will be turned over to the City at the close of the Project.

Final Walkthrough
AIMCS will manage all punch list items, and see that they are addressed and signed off by the City. In addition, AIMCS will verify that all required certificates of compliance are in place and that O&M manuals, including "As-Built" drawings, are delivered for record keeping.

A detailed plan and schedule for the substantial and final completion, acceptance, and close-out of the construction contract will be developed, and will contain the following:

- Notice of Substantial Completion
- Notice of Completion
- Letter of Acceptance
- Punch Lists
- Final Inspection
- Final Payment Checklist
- Release and Waiver of Lien
- Final Progress Payment Report & Retention Release

AIMCS will develop complete punch lists that will be verified prior to final acceptance of the work. Punch lists will include all activities that must be completed to comply with the requirements of the construction documents. We will determine substantial completion of each portion of the project and coordinate with the contractor to have necessary repairs completed as quickly as possible. ***The maintenance of an updated punch list will keep all parties informed of outstanding and completed work.***

We will prepare a Final Payment Checklist that will be completed prior to preparing the Final Progress and Payment Report. A Release and Waiver of Lien will then be completed. Completion of this document and subsequent signature by the contractor will be required prior to payment of the contract retention. This will document that there are no liens, claims, and/or stop notices filed outstanding against the City or AIMCS.

Following notification of the contractor's final completion, AIMCS will conduct a final inspection. We will transmit to the City the required guarantee affidavits, releases, bonds, waivers, keys, manuals, record drawings, and maintenance stock. We will certify that all work has been performed and completed in accordance with the approved plans, specifications, and contract documents; and that the final payment estimates to the contractor are correct. AIMCS will initiate a final Progress Payment Report and Retention Release Form. When completed, these will be sent to the City, thereby requesting issuance of the Final Progress Payment and/or Retention Release. AIMCS will notify the City in writing upon the test and approval of all component systems prior to operation. We will assist in the preparation of a plan and support the City during the startup phase of operations. We will verify that manuals are completed and that the contractor provides training for all project-related systems.

Project Completion Report and Project Closeout

The AIMCS Team will be meticulous when it comes to the execution of the activities leading up to the recommendation for acceptance of your project as "100% complete." The punch lists for each site and the management of the activities, tasks, and deliverables associated with each will be part of the Project close-out activities. We will be tenacious when it comes to project close-out, and Notice of Substantial Completions and Notices of Completion will only be issued when the contractor has performed the requisite work in accordance with the approved plans, specifications, and contract documents and the Designer-of-Record has signed off. All "As-Built" drawings, warranties, and O&M manuals will be among the Project Records turned over to the City of Pico Rivera's Department of Public Works upon completion.

Inspection Services

AIMCS's goal is to provide the necessary construction inspection services to make sure that the projects are completed in compliance with the contract plans and specifications, on schedule, and with minimal change orders. AIMCS has provided detailed inspection services for construction activities, performing field measurements, collecting data, and preparing record plans showing all changes from initial project plans. AIMCS inspection will make sure that all services have been performed in accordance with the respective agency's latest construction practices, policies, and procedures.

AIMCS will conduct regular daily inspections to determine whether field work is compliant with construction document requirements. AIMCS inspection staff will makes sure that inspections are carefully documented on a daily basis. For this purpose, our inspectors prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on jobsite)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

AIM Consulting Services inspectors collaborate with Designers and the City of Montebello to provide design and construction oversight on the golf course projects.

Quality Control/Inspection/Material Testing

In any construction project, the contract documents detail the required scope of work and quality to be achieved by the CM. AIMCS will be responsible for making sure the contractors are using their best efforts to achieve the required end product. To accomplish this objective, ***AIMCS has many tools available to verify that contractors incorporate the highest quality materials and workmanship into the project as detailed by the contract documents.***

The Project Team will develop a comprehensive Quality Management and Inspection Program to encompass all construction activities for the Project. This program will be integrated with the QMP for the Project.

The Quality Management and Inspection Program will be administered by the Project Manager and will cover all aspects of the Project from initial review of specifications and drawings (for constructability); through procurement of materials (including shop inspections for major components and critical items, if required); to an on-site program of tests, inspections, and documentation.

The Quality Management and Inspection Program will be based upon portions of the approved QMP. The program will implement quality control methods to make sure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the Quality Management and Inspection Program and completion of work, along with the standards of quality to be applied, will be clearly defined. The major elements of the program will include the following:

- Procedures to control activities affecting quality, including interfaces among project participants.
- Inspection planning to identify applicable attributes, material tests, reporting, and acceptance criteria.
- Technical inspection, supervision, and coordination of the work until final completion and acceptance of the work by the City, verifying that the materials furnished and work performed are in accordance with the approved plans, drawings, specifications, and construction documents.

- Prevention of installation of work, or furnishing of materials or equipment, which has not been properly approved or otherwise fails to conform to the approved plans, drawings, specifications, and/or construction documents.
- Verification that all inspection, quality control tests, or any other tests required by law, rule, or regulation—or by the construction documents—are performed satisfactorily and on time, including off-site and controlled inspection and soils testing, welding, cement, concrete, masonry, structural or reinforcing steel, or any other material or equipment.

Quality

AIMCS will achieve contractor quality performance through the implementation of a QA/QC Program consistent with the City's Quality Program, and through routine quality audits performed by our corporate office. ***Quality Control in the field will be managed through rigorous field inspections by our inspector(s), expedited reporting of defective items, and implementation of a tracking system to ensure timely resolution of items. Quality Assurance will be managed through routine process audits to verify implementation and execution of best practice inspection methods and processes.***

Field Inspection & Testing

The primary purpose of regular inspections is to determine whether field work is compliant with construction document requirements. These inspections need to be carefully documented on a daily basis. For this purpose, our team's ***Lead Inspector*** will prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on job site)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

Our inspection effort is straight-forward to enable each project to be completed according to the plans, specifications, contract documents, and applicable codes. Key to this objective will be to make sure that the AIMCS Team of Inspectors becomes well-versed in the project plans and specifications early on, prepares detailed inspection reports to verify that materials and labor are in conformance, and documents work progress. Maintaining an organized, professional, and diligent daily inspection routine, and communicating with the City immediately when issues arise, will also be critical to the success of the Project.

MATERIAL TESTING (KLEINFELDER)

As requested by AIM Consulting Services, the Kleinfelder team will provide the following construction materials testing services in conformance with Caltrans requirements and the City's QAP manual:

- Structural cast-in-place concrete sampling, and testing.
- Soils, aggregate base, and asphalt concrete observation, sampling, and testing.
- Laboratory concrete, soils, aggregate base, and asphalt concrete testing.
- Preparation of a final report documenting materials testing.

The estimated durations, quantities and services should be considered approximate and subject to change based on the contractor's actual methodology and work schedule. Kleinfelder will provide a Project Manager to coordinate and provide oversight of our field personnel for our services. Kleinfelder will staff the project with technicians appropriately certified and approved by the jurisdictional authority to perform materials testing services on each element of work being observed, tested, or inspected.

Concrete Sampling and Testing

Kleinfelder will provide a Caltrans certified material tester to perform services which are anticipated to include slump and temperature tests, and casting concrete specimens for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to our laboratory after the initial on-site curing period. Concrete batch tickets for all concrete placed will be monitored during placement for mix compliance verification. We have assumed the proper submittals of material compliance (for reinforcing steel, cement, aggregate, and admixtures) will be submitted to the Engineer of Record to eliminate qualification testing by us. We have not included concrete batch plant inspection as part of this proposal. Kleinfelder can provide these services for an additional fee if desired following our receipt of appropriate authorization.

Soils and Aggregate Base Observation and Testing

Kleinfelder will staff the project with a soils technician to observe and test the soil during backfill, compaction, excavation of footings, and preparation of roadway subgrade. Our services will include in-situ density testing by nuclear and/or sand cone method. Compaction testing will be performed to document that in-place soil density and moisture content of engineered fills are within the allowable range based on industry standards. Our personnel will sample materials for transportation to our laboratory to provide Caltrans test method 216 and 231 testing as needed and described in our fee. If additional testing is required, Kleinfelder can perform these services for an additional fee after receiving appropriate authorization.

Asphalt Concrete Observation and Testing

Our services will include continuous field density testing during placement of asphalt concrete pavement and periodic batch plant inspection on an as requested basis. Batch tickets will be periodically verified for conformance to the project plans and samples will be obtained at the project site and delivered to our laboratory for testing. Mix temperatures and total quantities will be recorded in the field and documented daily.

LABOR COMPLIANCE (PACIFIC RESOURCES)

AIMCS will engage an employee to act as an extension of City staff to manage the project to meet requirements per the City, The consultant employee will perform the bid analysis and submit to Metro the Award Package, monthly invoices and other documentation as required per City, LAPM, Metro and grant requirements. In addition, the consultant employee will coordinate with the City 's Labor Compliance Consultant in accordance with the LAPM.

Pacific Resources Services Corporation will provide labor compliance services to ensure that prevailing wages are paid during the construction of the project and in compliance with Section 1770, et seq. and/or Davis-Bacon and related acts requirements.
The services to be provided include the following:

1. Provide required language and prevailing wage documentation to the client for prevailing wage compliance.

2. Provide applicable prevailing wage rate(s) to the client and contractors, upon request, and post at project location as required under the Davis-Bacon requirements.

3. Assist the client, in requesting determination throughout the conformance process.

4. Verify all subcontractors are eligible to work on the project by checking contracting status with both California and Federal Lists, including the California Department of Industrial Relations and the Federal Excluded Parties List.

5. Conduct all pre-bid orientation conferences to ensure that all bidders are fully educated and informed of relevant labor code and/Davis-Bacon requirements.

6. Attend pre-construction, including providing a checklist of law and regulations which need to be followed to comply with State and/or Federal regulations, as well as all forms required for labor compliance. Pacific Resources Services attendance can be in person or vial conference call or webinar.

7. Provide a phone line and email contact where contractors and subcontractors can contact PRS for clarification, certified payroll, apprenticeship, and compliance issues.

8. Perform a license check with the California Contractor's License Board for current and active license status, as well as worker's compensation coverage of all contractors and all listed sub-contractors.

9. Review & compare work classification with the California prevailing wage classification and/or Davis-Bacon requirements.

10. Monitoring of all weekly certified payroll, including, but not limited to: correct classification of workers proper wages paid, proper calculations and payment of fringe benefits and training contributions, review overtime, shift pay, weekend and holiday work/pay, only permissible deductions will be allowed, cross reference of onsite interviews with certified payroll to verify all workers are listed and review the "certification" or "statement of compliance" is complete and signed by an individual of knowledge and authority.

11. Conduct site visits while the project is under construction and interview workers. Interview at least one worker per craft on site. Site visits will be coordinated with the Construction Management firm to ensure that the contractor is on site.

12. Monitoring of all apprenticeship requirements. Collection and review of DAS-140 and DAS-142 forms. Review of applicable ratios, correct wages paid, training contributions (CAC Forms). Verification that all apprentices also have an active Division of Apprentice Standards and/or BAT (US Dept. of Labor Bureau of Apprenticeship Training) registration.

13. Verification that apprentices are properly supervised and employed in approved ratios as required by both California and Federal apprenticeship regulations applicable to Davis-Bacon Projects.

14. Respond to inconsistencies or deliberate deceptions on the part of the contractors and/or subcontractors through additional detailed audit through review of cancelled checks, timecards and related records and seek appropriate resolution with the California and/or Davis-Bacon regulations.

15. Communication with contractors, Pacific Resources Services will work with all subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties, and compliance. All meeting and calls with contractors will be documented and maintained by Pacific Resources Services.

16. Once work on the project is completed, Pacific Resources Services to send out a final letter to the contactor and any subcontractor who might still have outstanding items. Pacific Resources Services provides a 10-day window of time during which the contractor/subcontractor can submit additional documentation or make corrections. Once the time expires, Pacific Resources Services closes out the project relating to issues or outstanding wages, apprenticeship issues and any restitution or penalties due.

17. Maintain all records for a period of three (3) years.

18. Attend any compliance or auditing meetings with the state and/or Federal agencies relating to the labor compliance on this project.

19. Provide training and other assistance relating to labor compliance as requested by the client and contractor(s).

20. Establish a working relationship with the governing agencies on behalf of the client.

Our in-house services offered by the firm provide clients with "one stop shop"—working from the City of Montebello assigned office, AIMCS will work with the City to incorporate project requirements and to respond proactively to the client's goals and objectives. Attached for your consideration is the project staffing plan and usage estimate for the duration of the project. If you have any questions regarding any of the information provided, please contact me at your earliest convenience.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

MICHAEL MCALPINE, CCM

PROJECT / CONSTRUCTION MANAGER III

EDUCATION
Bachelor of Arts; California Polytechnic University, Pomona, School of Architecture (1987)

CERTIFICATIONS
Certified Construction Manager (CCM)
CMCI ID: 505,
Construction Management Association of America (CMAA) (2003)

MEMBERSHIPS
CMAA
APWA

INDUSTRY SERVICE
Currently Southern California Chapter Foundation President; CMAA

Currently Chairmen of the Advisory Board of the CSUN School of Construction Management

YEARS OF EXPERIENCE
30

Michael McAlpine is a seasoned, Project Executive with over 30 years winning and managing program and construction management projects. He represents project owners on capital construction projects in the Government, Transportation and Education Market Sectors. He is a successful seller/doer professional. While at STV Inc. for 11 years, in the first two years as Vice President Mr. McAlpine was charged with establishing a new Western United States territory for Program and Construction Management Services from the ground up. Some of the notable projects Mr. McAlpine has won while at STV Inc. are the Program and Construction Management services contract for the $187.8M Anaheim Regional Transportation Intermodal Center (ARTIC) project, the $170M Burbank-Glendale-Pasadena Airport Regional Intermodal Transportation Center (RITC) project, and the $164M Anaheim Convention Center Expansion Project – Betterment VII. In addition to winning new work Mr. McAlpine has successfully managed through pre-construction, procurement and construction phase of the ARTIC and Convention Center Expansion Program at the request of the City of Anaheim. While at AECOM for twelve years prior to working for STV Inc. Mr. McAlpine at his own initiative, beyond his daily Program Director duties, also pre-positioned, pursued, won and managed the Program and Construction services contract for the $152M Pasadena Convention Center Expansion Project, and the Project Management Services contract for the $32M seismic retrofit of the Los Angeles County Department of Public Works (DPW) Headquarters.

PROJECT EXPERIENCE

City of Anaheim Convention Center Expansion, Anaheim, CA
As the Project Executive for the $164 million expansion of the Anaheim Convention Center in Anaheim CA, which includes approximately 400,000 sf of space to be used for exhibit halls; ballrooms; flexible meeting space; office and meeting rooms; and an interior bridge/skyway, of which approximately 200,000 sf will be devoted to leasable, eliminate controlled, flexible multipurpose space. The project encompasses all necessary front-of-house, back-of-house, and circulation; outdoor areas to maximize special event activity and existing views; replacement of the existing parking inventory on the project site with 1,400 spaces; loading docks to accommodate needs of the new space; climate controlled connection to existing space; finish quality equal to, or above, that of most recently constructed existing space at the center; and sustainable building features intended to earn LEED® Silver certification. (1/2014 – 10/2019)

Anaheim Regional Transportation Intermodal Center (ARTIC), Anaheim, CA
As the Project Executive for the $190 million design and construction of the multiple award-winning and LEED Platinum certified Anaheim Regional Transportation Intermodal Center (ARTIC) in Anaheim, CA. Mr. McAlpine oversaw program management consultant services. The new 68,000-sf center functions as a regional intermodal gateway and mixed-use destination, offering convenient travel via train, car, intercity bus, taxi, and local transit to facilitate transportation throughout Orange County and the Southern California region. It also provides easy connections to the nearby Angel Stadium, Honda Center, and Disneyland, and space is reserved to accommodate the State's future high-speed rail service. Mr. McAlpine served as an extension of the City to manage the design and environmental compliance contracts, interagency coordination, budget and schedule, document control, property acquisition, contract administration, and agreements. He was also responsible for the bid process and the firm's construction management services, which posed challenges owing to the need to maintain current rail, station, and facilities operations in the dense urban area. (10/10 - 10/15)

PCOC Pasadena Convention Center Expansion, Pasadena, CA
As the Project and Construction Manager for a 192,457-sf, $145 million convention center expansion in Pasadena, CA, for the Pasadena Center Operating Company (PCOC). Mr. McAlpine managed all aspects of the project from program and budget development, design phase, and bid and award phase through construction. The project included 60,000 sf of new exhibit halls, flexible meeting rooms, a 25,000-sf ballroom, and administrative offices as well as the renovation of the existing 3,000-seat Pasadena Civic Auditorium, which was originally constructed in 1931. The state-of-the-art new facilities incorporated a number of green design elements, earning the center LEED Silver certification. The site includes automated building control systems; water conserving restrooms; an energy efficient central plant, and high efficiency lighting including LED technology. Mr. McAlpine developed goals to facilitate teamwork and problem solving to complete the project six weeks ahead of schedule and within the established budget. (4/2000-3/2009)

City of Los Angeles Convention LACOEX, Los Angeles, CA
Client: City of Los Angeles
As the Project Manager, supervised design review services for the City of Los Angeles Bureau of Engineering for the planned demolition of the Los Angeles Convention Center's West Hall and construction of the new 200,000-sf LACOEX hall, which would feature a multilevel glass atrium, a large interior multipurpose space, and meeting rooms. The scope of the estimated $315 million project also included the construction of a new free-standing ballroom building and the expansion of the plaza outside the Convention Center's main entrance. Acting as the city's representative, the firm's responsibilities included evaluating the adequacy of the designs, determining the construction sequence, and confirming that the construction documents met all requirements. (10/2012 - 7/2013) [not constructed]

DPW Headquarters Seismic Retrofit, Alhambra, CA
Client: County of Los Angeles
As the Project and Construction Manager, supervised the $31 million structural seismic retrofit of the 12-story Los Angeles County Department of Public Works (DPW) headquarters in Alhambra, CA, which houses 1,600 employees. The retrofit was a FEMA pilot project and case study for a national initiative to fund cost-effective seismic mitigation projects. The existing building structure, erected in 1971, employed a special moment resisting frame that lacked cross-bracing. Mr. McAlpine managed the abatement and retrofit of all 984 existing steel frame connections and column splices as well as the replacement of the exterior curtain wall glazing panels. The entire project took place while the building was occupied, allowing DPW initiatives to continue through construction, and be completed ahead of schedule. (4/2002 – 1/2007)

CSUN Oviatt Library Earthquake Restoration, Northridge, CA
Client: California State University, Northridge (CSUN)
As the Project and Construction Manager, managed the $24 million reconstruction of the Oviatt Library at CSUN following a 6.7 magnitude earthquake. The library's 5-story, 192,000-sf core building sustained considerable damage and the seismic joints connecting the east and west wings were compromised beyond repair. Mr. McAlpine oversaw reconstruction of the core building, which included improvements for Americans with Disabilities Act compliance, and supervised reconstruction of the west wing and upper three levels of the east wing without disrupting campus activities. As manager of the FEMA-funded project, he directed and developed the architectural and engineering budget including all fees, construction building costs, inspection costs, move-in costs, and planned check fees. Mr. McAlpine also developed the design schedule from schematic design through the final contract documentation and bidding phases, negotiated architectural and engineering fees, established general contract condition, reviewed and evaluated monthly schedules, and conducted weekly construction progress meetings. His efforts contributed to the efficient and incident-free completion of the project within FEMA's budgetary standards. (3/1997-4/2002)

CSUN Physical Education/Kinesiology Building Earthquake Restoration, Northridge, CA
Client: CSUN
As the Construction Manager, managed the seismic repair and facility upgrade of the Physical Education/Kinesiology Building at CSUN. The building houses the campus's main multipurpose gym, men's and women's locker and shower rooms, classrooms, and leisure studies offices. Mr. McAlpine supervised required abatement of environmental hazards and improvements to bring the building into compliance with the Americans with Disabilities Act. He was also responsible for a facility partnering session that outlined objectives and established communications protocols to support a team approach to the restoration. The resulting 105-day construction timetable enabled classroom instruction and sporting activities to proceed on schedule, and the $5.8 million project met FEMA budget requirements. (3/1997-4/2002)

CSUN Manzanita Hall, Northridge, CA
Client: CSUN
As the Project and Construction Manager, managed efforts for program development, design, and construction for a new $16.9 million, 98,000-sf arts, media, and communications building at CSUN. Mr. McAlpine managed the design and construction efforts to consolidate the departments of journalism, communication studies, and cinema and television in one building in order to facilitate inter-department exchange and enable efficient and flexible use of space while accommodating the unique aspects of each department. The new building includes two galleries, a 120-seat screening room, a 120-seat lecture hall, and state-of-the-art film studios. The building's design addresses the structural and technical demands of the earthquake-prone region. (3/1997-4/2002)

CSUN Art and Design Center Expansion, Northridge, CA
Client: CSUN
As the Project and Construction Manager, managed development of a program, from concept through commissioning, for a new $5.6 million, 32,000-sf expansion building at CSUN. The building, which houses the Art Department, includes offices, a gallery and art collection, studios, computer labs, classrooms, and support spaces. In addition to supervising business development, design, construction, and commissioning services, Mr. McAlpine was responsible for community relations and meeting with city stakeholders to verify that the design met all applicable requirements and standards. (3/1997-4/2002)

MICHAEL TORRES

INSPECTOR

EDUCATION

BS, Engineering Technology, California Polytechnic State University, San Luis Obispo, 1986

Metallurgy and Nondestructive Testing, Don Bosco Technical Institute, 1971

Seismic Steel Design 2-20 Stories AISC 2002

Seismic Design & Structural Welding Steel Structures Technology Center 2002

LICENSES/CERTIFICATIONS

ICC Reinforced Concrete Special Inspector No. 88

Structural Steel and ICC Welding Special Inspector No. 85

OSHA Certifications 30 hour and 500

American Society for Quality, Certified Quality Auditor Cert. No. 15535

California Division of State Architect (DSA), Class I Inspector No. 2287

Office of Statewide Health Planning and Development (OSHPD) Class A Inspector No. A 20122

California Division of State Architect (DSA), Certified Access Specialist CASP No. 437

Registered ISO 9000 Lead Assessor No. 1997

SOFTWARE

Primavera P6, MTA Customized Expedition & Inspection software, MS Office

YEARS OF EXPERIENCE

42

Mr. Torres has more than 42 years' experience in Construction Quality Assurance / Control and Inspection. He has served in various industries including power generation, school / hospital construction, transportation and major public works projects. Mr. Torres has provided Design Quality Assurance for major Design-Build Projects. He has worked with Program Management Teams to develop and implement Environmental, Design, and Construction Quality Management Programs. Mr. Torres has been responsible for estimating, budgeting and procuring Testing and Inspection services.

PROJECT EXPERIENCE

April 2019 – Present
PMCS Group, Inc. – Los Angeles County Metropolitan Transportation Authority
Lead Stations Inspector
Project: Westside Purple Line Extension Phase III Advanced Utilities Relocation Project, $40 Million

- ***Visit construction sites and inspect each stage of construction up to completion including mass grading and excavation***
- ***Interpret plans, specifications, and codes*** and verify contract work is performed in accordance with them
- ***Assist in obtaining approved designs*** and ***permits*** from utility companies for services to construction sites
- ***Monitor construction sites for safety violations***
- ***Prepare Non-Conformance Reports*** when work is not performed to the approved standards and verify corrective action.
- ***Maintain daily inspection reports and activity logs***
- ***Review or prepare interim progress reports for contractor payments***
- ***Monitor contractor-testing activities***
- ***Prepare reports on labor, material, and equipment on site***
- ***Determine construction conforms to plans and specifications; issue Non-Conformance Reports as required***
- ***Assist in maintaining, supporting, and promoting a safe work environment*** while complying with LACMTA's safety rules, policies, and procedures
- ***Coordinate preparation of inspection cost estimates and maintenance records***
- ***Arrange, coordinate, and oversee technical inspections*** such as electrical, mechanical, landscaping, soil testing, concrete, and asphalt mixes, and reinforcing steel for conformance to specification requirements
- ***Coordinate Metro Test laboratory activities and compare verifications test results*** with result from contractor's laboratory
- ***Provide inspection of all Structural facilities for reinforcing steel, structural concrete and masonry construction***

2004 – March 2019
Los Angeles Unified School District (LAUSD)
Facilities Deputy Chief Construction / Building Inspector

- ***Provide management and supervision of over 200 inspectors and testing personnel in support of the $20 billion Building Program*** that includes 139 New facilities and several hundred Modernization projects including parks and recreation facilities
- ***Coordinate*** with California DSA, Design Professionals, and Project Management Teams ***in the assignment of Construction Inspectors***
- ***Verify the implementation of code mandated regulations and District Plans and Specifications***
- ***Develop and manage inspection and testing budgets***
- ***Verify compliance with LADBS B-Permits***

- ***Provide technical training and guidance to inspection staff***
- ***Provide Plan Check review*** of facilities Accessibility design ***for compliance with California and Federal ADA requirements***
- ***Coordinate inspection scheduling with Contractor Management*** and ***provide inspection milestones in the support of fast-track projects***
- ***Issue safety and violations reports*** to contractor and ***ensure corrective measures and actions of violations were instituted***
- ***Prepare daily construction reports***
- ***Develop database*** to ***track non-conformances*** and ***inspection requests***
- ***Review and process contractor's payment applications***
- ***Relevant Project:***
- Pasadena Gold Line Construction Authority lead inspector

1998 – 2004
Tutor Saliba / Parsons
Construction Quality Program Manager

- ***Managed all construction quality assurance / control activities*** on the ***$750 million Mid-Corridor Design / Build Project*** including grade separators, bridges, and Right of Way improvements
- ***Oversaw 82 construction inspectors and testing lab technicians*** performing inspections of mass concrete foundations, retaining walls, 24,000 cast-in-drilled-hole trench piles and 20 reinforced concrete bridges
- Managed the ***inspection of roadway subgrade, utilities protection, drainage structures of ballasted track***
- Provided ***oversight for the inspection and testing of continuous welded heavy rail for mainline track, storage and bypass tracks***
- ***Inspected track switches and signalization inspection and testing activities***
- ***Managed the environmental quality assurance program for compliance with SCAQMD, and NPDES permits***
- ***Verified the safe removal and processing*** of excavated soils and contaminated soils
- ***Relevant Project:***
- **Alameda Mid-Corridor (Design / Build)**

1991 - 1998
Parsons / Dillingham
Project Inspector

- ***Provided inspection on the $2.4 Billion Metro Rail Construction program***
- ***Prepared daily reports*** that included work performed, manpower, labor hours, material, and equipment on-site
- ***Ensured compliance*** with MTA's safety rules, policies, and procedures; ***Verified LADBS B-Permits***
- ***Performed welding inspection and non-destructive testing*** of excavation support steel structures
- Inspected concrete forms and falsework for station walls, bulkheads, floors, and roof structures
- ***Verified the installation of reinforcing steel and mass concrete placement*** including slabs, walls, columns, and roof structures
- ***Inspected masonry wall construction*** of mechanical equipment rooms and security offices
- Provided inspection of precast tunnel liner, annular space grouting, HDPE liner installation and testing (vacuum box and spark testing)
- Inspected the placement of tunnel reinforcing steel and steel tunnel formwork
- ***Inspected Invert concrete placement*** for tunnels and stations
- ***Verified conformance to CBC Access Compliance*** for ramps, doors, drinking fountains, and lavatories
- ***Performed inspection of ducting, smoke, and automated dampers for ventilating systems***
- ***Inspected intrusion alarms, fire and smoke detection systems*** and ***verified the testing in accordance with Los Angeles City Fire Codes***
- ***Coordinated testing and inspection of fire protection equipment*** with LA Fire Inspector
- ***Inspected fire protection piping systems***, ***utilities, sidewalk, curbs, and gutters***
- ***Performed final inspection of architectural finishes, flooring, and cladding***

Relevant Projects:

- ***B221 Project Inspector for the Wilshire / Normandie Metro Rail Station and twin 3000-foot tunnels to Wilshire / Vermont and Wilshire / Western Stations***: Mass excavation for the cut and cover station structure consisting of a 24-foot diameter subway tunnel with a digger shield TBM configuration
- ***B261 Project Inspector for the Sunset / Vermont Station*:** Inspected the mass excavation for the cut and cover station structure
- *B201 Tunnel Inspector for the Wilshire / MacArthur Metro Rail tunnels to Wilshire / Vermont Station*
- *B740:* Project Inspector for MOS-2 system wide mechanical systems and Emergency ventilation systems for tunnels and stations

- *C301 Hollywood / Highland Station*
- *C321 Universal City and North Hollywood Stations*

Redline Projects:

B221 Project Inspector for the Wilshire / Normandie Metro Rail Station and *twin 3000-foot tunnels* to Wilshire / Vermont and Wilshire / Western Stations:

Inspection included the mass excavation for the cut and cover station structure consisting of a 24-foot diameter subway tunnel with a digger shield TBM configuration. Relocation, demolition, and utilities protection / support. Inspected excavation support system soldier piles, tiebacks, struts, heavy section deck beams and roadway timber decking. Performed welding inspection and non-destructive testing of excavation support steel structures. Inspected concrete forms and falsework for station walls, bulkheads, floors, and roof structures. Verified the installation of reinforcing steel and mass concrete placement including slabs, walls, columns, and roof structures. Inspected masonry wall construction of mechanical equipment rooms and security offices. Provided inspection of precast tunnel liner, annular space grouting, HDPE liner installation and testing (vacuum box and spark testing). Inspected the placement of tunnel reinforcing steel and steel tunnel formwork. Verified the concrete liner tunnel placement for mix design, slump and consolidation. Inspected Invert concrete placement for tunnels and stations. Provided inspection of Blast relief shafts, crossover structures and emergency exit shafts.

B 261 Project Inspector for the Sunset / Vermont Station:

Inspection included the mass excavation for the cut and cover station structure. Relocation, demolition, and utilities protection / support. *Inspected excavation support system soldier piles, tiebacks, struts, heavy section deck beams and roadway timber decking*. Performed welding inspection and nondestructive testing of excavation support steel structures. Inspected concrete forms and falsework for station walls, bulkheads, floors, and roof structures. Verified the installation of reinforcing steel and mass concrete placement including slabs, walls, columns, and roof structures. Inspected masonry wall construction of mechanical equipment rooms and security offices. Performed final inspection of architectural finishes, flooring and cladding. *Verified conformance to CBC Access Compliance* for ramps, doors, drinking fountains, and lavatories. *Performed inspection of ducting, smoke, and automated dampers for ventilating systems*. Verified the testing of motor control centers for fans and motorized dampers. *Inspected intrusion alarms, fire and smoke detection systems* and *verified the testing in accordance with Los Angeles City Fire Codes*. Coordinated testing and inspection of fire protection equipment with LA Fire Inspector and facilities Life / Safety personnel. Inspected fire protection piping systems including deluge, sprinkler, wet and dry stand piping. *Verified LADBS B-Permits. Inspected utilities, sidewalk, curbs, and gutters.*

B201 Tunnel Inspector for the Wilshire / MacArthur Metro *Rail tunnels* to Wilshire / Vermont Station:

Provided neat cement grouting inspection of tunnel liner annular space.

B740 Project Inspector for MOS-2 system wide mechanical systems and Emergency ventilation systems for tunnels and stations:

Inspected the installation of 8-foot diameter radial fans, ductwork, and emergency dampers. Verified the installation of station air handlers, ductwork, smoke, and fire dampers.

C301 Hollywood / Highland, C321 Universal City and North Hollywood station construction projects:

Provided owner's oversight as a MOS-3 Quality Assurance Engineer *providing construction quality oversight and inspection, project scheduling and construction management.*

January 1978 – May 1986
Bechtel Constructors, Inc.
Senior Construction Inspector

Various Nuclear Power Generating Stations throughout the United States and Overseas

Managed inspection of nuclear power generating stations throughout the United States and overseas

Performed inspection of welded piping systems, pressure vessels, pumps, and valves

Inspected concrete reinforcing steel placements, embeds and equipment anchors. Verified the placement of pre-stressed and post-tensioned concrete structures

Performed hands-on inspection of structural steel buildings including erection, framing, welding, and fireproofing

Performed non-destructive testing of special moment resistant connections utilizing ultrasonic and magnetic particle testing

Performed inspection of structural steel fabrication and erection including high strength bolting and welding.

Verified welders' certifications and conducted hands-on non-destructive testing of welded structures and piping

CHIZUKA HAGGERTY

DOCUMENT CONTROL

EDUCATION

BS Project Management, LSU

TECHNICAL

Primavera P6
Gunter
Sketch Up
Microsoft Word
Microsoft Excel
Microsoft PowerPoint
Microsoft Publisher
Adobe InDesign
Adobe Acrobat
Adobe Illustrator
Adobe Photoshop

YEARS OF EXPERIENCE

12

Chizuka has over Twelve years of proven administration experience with a strong customer service focus. She brings in ten years of accounting experience in the construction industry. Assist Project manager with all contract documents related to each project (Pre-construction, progress, and close-out). Responsible for managing administrative support for the Construction Management Team. Duties include implementing and maintaining administrative processes efficiently. Keep accurate logs of drawing, submittals, RFI's, RFP's, COP's and CO's from the contractors. High degree of proficiency in a variety of software applications including, SureTrak, Microsoft Project, Expedition, Microsoft Office. Extremely detail oriented person with strong analytical and reporting skills. She is highly proficient in multiple computer applications and is willing to take a challenge in order to expand her knowledge and her skills. High degree of proficiency in a variety of software applications including Primavera Project Planner (P6), SureTrak, Microsoft Project, Expedition, Microsoft Office.

PROJECT EXPERIENCE

2021 - Present

Project Coordinator, Montebello Golf Course Capital Project, City of Montebello

Assist program manager in developing and updating the master schedule for the Capital Project. Coordinate with various teams (ie design and utility). Analyze and validate level standard codes, layout and reports to ensure data integrity. Validate to ensure conformance with guidelines with contract scope, reads drawings to determine if work is in or out of scope to determine any compensable time extensions. Also, create Meeting Minutes for weekly Design Coordination Meetings. Track/Follow up/ Coordinate the pending items to ensure all the items mentioned during the meetings get resolved. Process applications with Utility Companies. Archive documents both hard copy and digital. Review submittals such as Construction Drawings, Estimates, and Specifications, etc and notify PM if something missing or needs corrections.

2012 - 2021

Project Coordinator II, Build LACCD – Construction Project Team (CPT) / Los Angeles Southwest College & East Los Angeles College

Assisted project coordinator to set up Design/Construction project files, update invoice logs. Assisted project manager to update the Build-LACCD Southwest project website. Assisted project director to create Site Plan Futures Model Report (SPFMR) for monthly reporting of more than 23 design and construction projects. Update SPFMR and provide status report in weekly staff meeting. Review design drawings and identify areas for surveying of various projects. Assisted project coordinator to closeout construction projects. Assist Project Managers with all financial aspects of projects from beginning to completion. Liaison between Project Managers and Clients, Sub-Consultants, Billing and Accounting Staff. Coordinated the temporary relocation of CPT office, including furniture layout & space planning with the contractor. Participated in procurement job walks for professional services and contractors. Prepared progress documentation with photographs for CPT records and maintained digital file and hard file system. Assisted Project Manager with project scheduling. Conduct weekly meeting, create agenda/minutes, give update/follow up in the meeting. Create exhibit for survey, laydown/access map using adobe software and Sketch-up. Assist in several Office Administrative duties such as covering phones and providing overhead function reports.

2007 – 2012

Project Coordinator, Hirose Construction Carpentry

Assisted project coordinator to set up Design/Construction project files, update invoice logs. Review design drawings and identify areas for surveying of various projects (Renovation: Drywall, Framing, Painting, Wall covering, Tile, Floor installation. Cabinetry: Build and install cabinet for commercial and Residential. Overview of Plumbing and electronics). Assisted project coordinator to closeout construction projects. Assist Project Managers with all financial aspects of projects from beginning to completion. Liaison between Project Managers and Clients, Sub-Consultants, Billing and Accounting Staff.

PROCORE

AIM Consulting

W/o Q&S

Year 1
ACV: 5 million

Name	Price	Price Per Million
GC Enhanced	$11,905	$2,381
Enhanced Professional Service	$3,000	$600
Total	**$14,905**	**$2,981**

Total Price: **$14,905**

w/ Q&S

Year 1
ACV: 5 million

Name	Price	Price Per Million
GC Enhanced	$11,905	$2,381
Quality & Safety	$2,841	$568
Enhanced Professional Service	$3,000	$600
Total	**$17,746**	**$3,549**

Total Price: **$17,746**

Premier

The pricing presented should be considered as non-binding budgetary pricing to be leveraged for modeling and scenario planning, and as such, is subject to formal approval before it can be considered final.

Year 1

ACV: 5 million

Name	Price	Price Per Million
GC Premier	$19,700	$3,940
Enhanced Professional Service	$3,000	$600
Total	**$22,700**	**$4,540**

Total Price: **$22,700**

The pricing presented should be considered as non-binding budgetary pricing to be leveraged for modeling and scenario planning, and as such, is subject to formal approval before it can be considered final.

— GENERAL CONTRACTORS

Choose a package that best fits your needs.

		POPULAR	
	Essentials Effectively manage your day-to-day project needs to unleash productivity.	**Enhanced** Connect your project scope, schedule, and cost to boost profitability.	**Premier** Transform your business with every aspect of your project in one place.
TOOLS			
Unlimited Documents & Data	✓	✓	✓
Unlimited Users	✓	✓	✓
Free 24/7 Customer Support	✓	✓	✓
App Marketplace	✓	✓	✓
Directory, Documents, Tasks, & Reports	✓	✓	✓
Daily Reporting	✓	✓	✓
Drawings & Specifications	✓	✓	✓
RFIs	✓	✓	✓
Schedule	✓	✓	✓
Incidents	✓	✓	✓
Punch List	✓	✓	✓
Correspondence	✓	✓	✓
Submittals		✓	✓
Meetings		✓	✓
Budgets		✓	✓
Contracts		✓	✓
Change Management		✓	✓
Invoicing			✓
Inspections & Observations			✓
Checklists & Action Plans			✓
Forms			✓
Analytics			✓

All packages have the option to add on:

- Invoice Management*
- Quality & Safety
- Field Productivity
- BIM & Design Coordination
- Bid Management & Prequalification
- Estimating
- Accounting Integrations*
- Analytics
- Workforce Planning

**Invoice Management and Accounting Integrations are only available for Enhanced packages and above.*

PROCORE

procore.com | 866 477 6267

The pricing presented should be considered as non-binding budgetary pricing to be leveraged for modeling and scenario planning, and as such, is subject to formal approval before it can be considered final.

Procore Professional Services

Connecting Procore, People, and Construction to ignite Client Success.

PROFESSIONAL SERVICES

Implementation & Advisory Services

QUICKSTART 2
Implementation package for piloting or rolling out Procore to new project teams. Includes 2 months of Implementation, Consulting and Training Services.

QUICKSTART 4
Implementation package for new clients or for rolling out Procore to a new division. Includes 4 months of Implementation, Consulting and Training Services.

Custom Services

CUSTOM STATEMENT OF WORK (SOW)
Custom bundle of services based on business needs.

CUSTOM BUILT SOLUTIONS
Development time for custom forms, workflows, and tools.

CUSTOM INTEGRATION DEVELOPMENT
Performed by Procore PS with yearly Support & Maintenance. Requires a custom SOW and scoping by Procore.

PROCORE OPTIMIZE
In-depth analysis across your Procore account. Receive tailored insights & personalized recommendations to enable your teams to work more effectively.

Technical Services

INTEGRATION CONSULTING
Consulting for clients building custom integrations between Procore and other platforms. Requires a custom SOW and does not include integration development.

ANALYTICS CONSULTING
Virtual Consulting Services to assist with the discovery, design, and development of Procore Analytics custom reporting.

Consulting Services

Hours for additional training and guidance with Procore resources such as Strategic Product Consultants (SPC), Training Center Specialists, etc. May also be used for SPC build-out of custom Procore reports. Purchased in 5 hour blocks of time.

Training Services

JUST IN TIME TRAINING (JITT)
6 hours of virtual training plus up to 2 hours of planning, and follow-up documentation.

Annual Subscription Services

PREMIER SUPPORT PACKAGE
Designated Support services with quicker response times, expert troubleshooting, proactive issue management, and virtual monthly support reporting consultation. Includes access for up to 5 company admins.

INTEGRATION MAINTENANCE & SUPPORT
Required services for Custom Integration work (Added when Integration services are in a SOW).

The pricing presented should be considered as non-binding budgetary pricing to be leveraged for modeling and scenario planning, and as such, is subject to formal approval before it can be considered final.

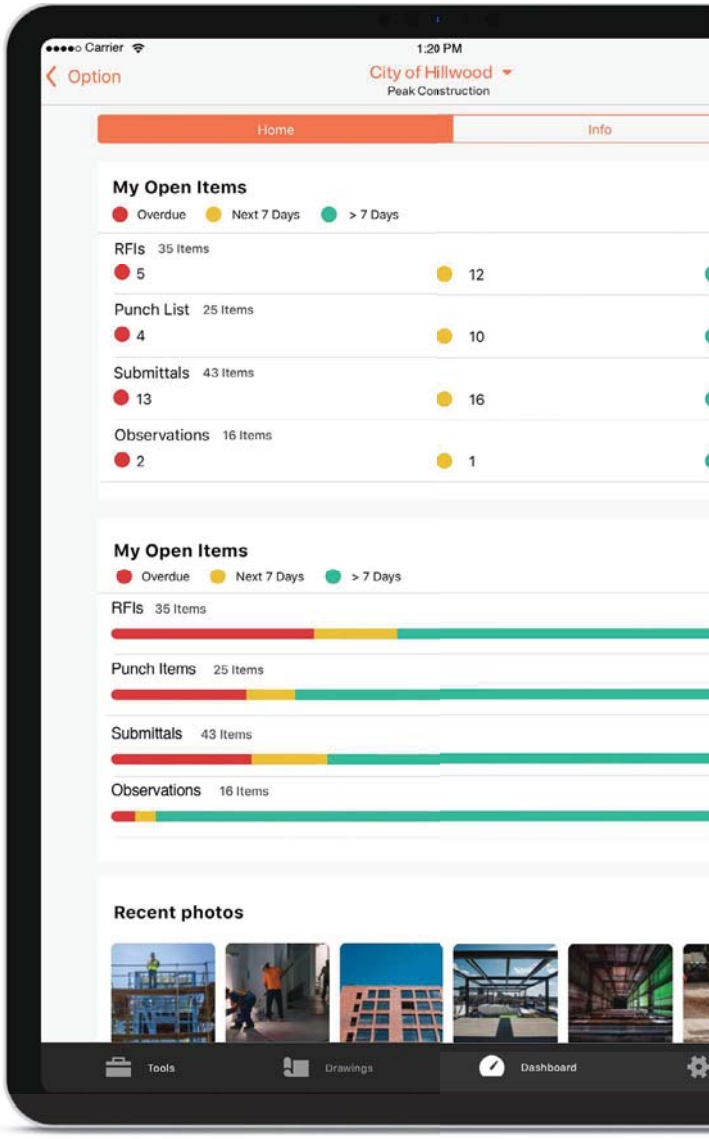
— PUBLIC SECTOR

Your public sector projects, reimagined.

Whether you have three months to build a brand new school auditorium, or three years to construct a new lane on the freeway, Procore gives you the transparency you and your stakeholders need to understand exactly where your project stands, so you can deliver the best possible outcome.

"Procore is an accountability tool. The schedule is seen not only by the PMs, but by the elected officials. So when we have our quarterly appearance before the commissioners, there's no wiggle room. They're seeing the schedules. They're seeing the budgets."

JESSY MILNER
FRONT LINE CONSULTING, LLC



Get the answers you need fast.

With all your project information in one location, it's easy to get accurate reports across your projects or portfolio—no manual processes required.

Maintain your standards.

Ensure projects are meeting your quality standards while staying on time and on budget with real-time information in the palm of your hand.

Information at your fingertips.

With Procore, you own your data, so whether you have to make a repair in five months or 50 years, the data from your current project will still be there.

— YOU'RE IN GOOD COMPANY

UC San Diego Health System · Florida Public Utilities · NASA · Salt Lake City · FWCS We Are Your Schools · metro

PROCORE®

procore.com | 866 477 6267

Your community deserves the best solution.

Your public service projects—from schools and hospitals, to water treatment plants and freeways—keep our communities thriving. Procore empowers your teams to keep your projects moving forward.

Own your project from start to finish.

Gain full visibility into each project and across your portfolio, with one central and secure location for all your project information.

+ Unlimited users means insight for all stakeholders—from elected officials all the way down to the PMs
+ Understand the status of every project with real-time, accurate data

Transparency leads to complete accountability.

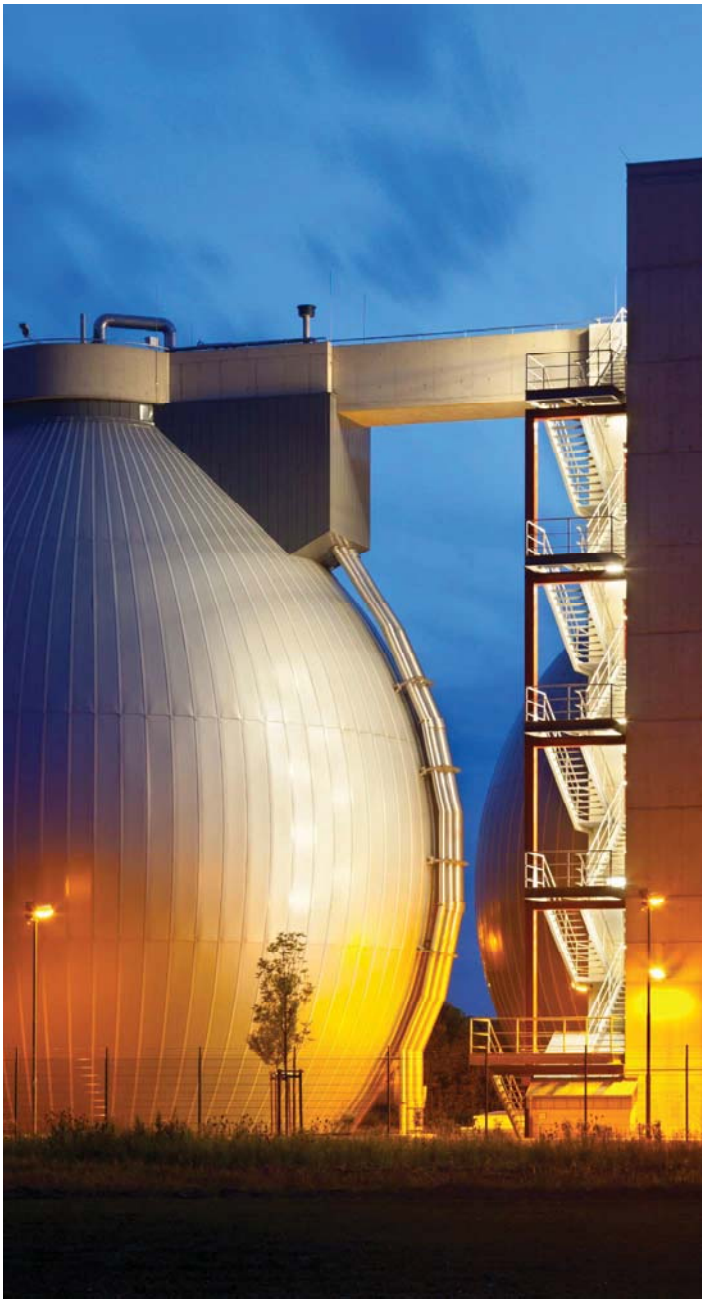
Consistent data allows you to easily pull up the latest reports and understand how your projects are performing.

+ Track which vendors have the most change orders, compare bid amounts to actual budgets spent, and understand the performance of each vendor
+ Define and mandate standardization across projects for greater clarity

Protect yourself from any surprises.

Ensure every project stakeholder is clear on what needs to get done each day to stay on schedule and on budget.

+ Provide project insight to ensure faster RFI resolutions and submittals
+ Mitigate the risk of disputes with a clear and complete history of who did what work on a project



— Public Sector

Procore for Infrastructure.

When you connect everyone on one platform, it's easy to take control of your infrastructure projects—with real-time visibility into each project across your programs. Finish projects on-time and on-budget with Procore's mobile, intuitive, and integrated platform.

Predict and Improve.

Understand, predict, and correct issues before they become a problem. Analyze performance of historical projects, identify areas for improvement, and create more accurate cost assessments.

Accelerate Organizational Efficiency.

Save time capturing, distributing, and sharing documents. Ensure your team always has access to the latest document version with unlimited storage and revision management features.

Streamline Communication.

Consolidate and connect the entire scope of organizational processes from project inception through closeout. Minimize risk and speed up project communication with everything in one place.

Manage Financial Complexities.

Provide funding source visibility and accountability to project stakeholders with the ability to track, report, and view allocations from multiple funding sources across projects and programs.

"Day one, our inspectors were able save at least an hour each day. Between utilizing the Daily Log and Timecards tools on their mobile Procore app, our inspectors were able to spend multiple more hours a week on the job sites, exactly where we need them to be."

Charlie Miller, STSC
Superintendent of Construction
Frederick County Sanitation Authority

Procore is the highest ranked construction management software on G2 Crowd.

4.6 stars | 15.9K Ratings

Procore outranks eBuilder & Kahua on mobile.

Procore beats the competition with the best usability on G2 Crowd.

Closely manage your projects from anywhere.

Procore helps you make better decisions, faster, with up-to-date project data and visibility into every step of the process.

Stay on schedule.

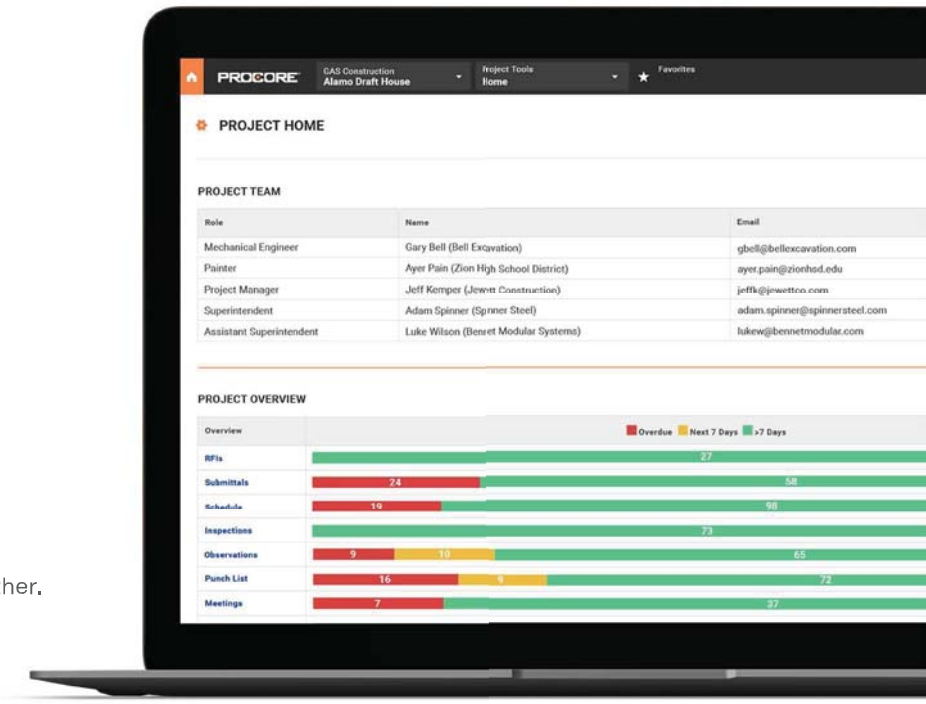
Get access to the information you need to manage critical action items with real-time communication across project teams.

Make better decisions with more accurate information.

Understand the ins and outs of the project with one central source for all your project data.

Improve communication.

Ensure everyone has a clear understanding of what needs to get done by bringing data and teams together.



"There's an expense to any software you're going to adopt. For us, Procore pays for itself by the efficiencies we gain in project communication."

HEATHER KREBS
Fort Wayne Community Schools

"Procore has transformed our entire project management practice and improved the quality of our product, the quality of our work environment, the happiness and experience of our team, and ultimately the impact of our brand."

PETE ZAFROS
EYA Homes

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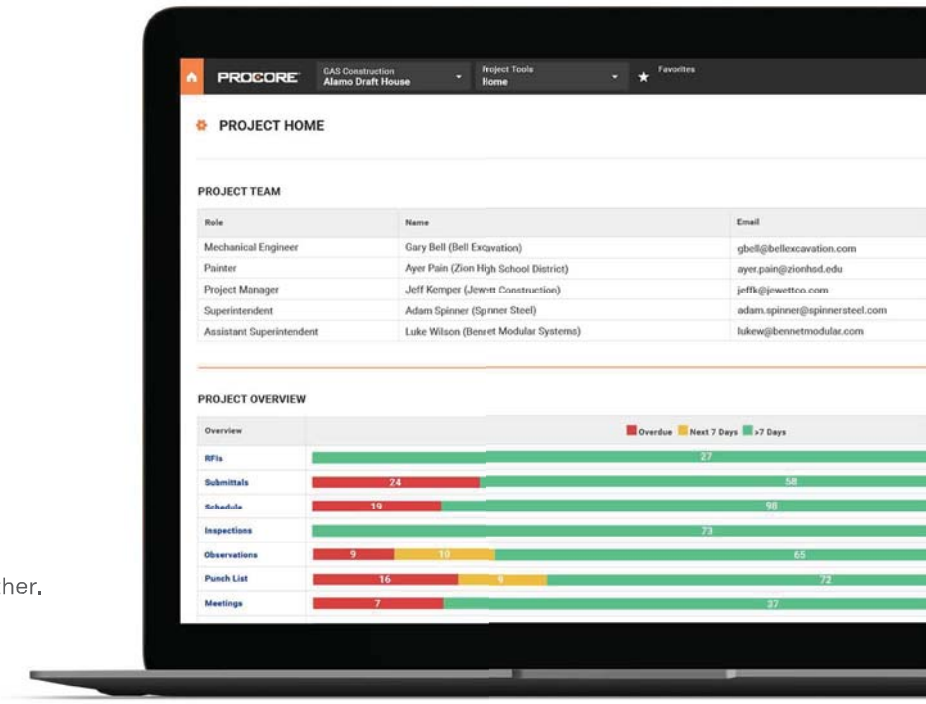

"There's an expense to any software you're going to adopt. For us, Procore pays for itself by the efficiencies we gain in project communication."

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"Procore has transformed our entire project management practice and improved the quality of our product, the quality of our work environment, the happiness and experience of our team, and ultimately the impact of our brand."

PETE ZAFROS
EYA Homes

September 27, 2022
Kleinfelder Proposal No. LOCALMKT.WEOH

AIM Consulting Services
12121 Valley Boulevard, Suite 206
El Monte, CA 91732

Attention: Mr. Gabriel Perez

SUBJECT: Proposal to Provide Construction Materials Testing Services
Montebello Municipal Golf Course Renovation Project
Phase 1 (Civil) & Phase 2 (Golf Course)
Montebello, California

Dear Mr. Perez:

Kleinfelder Inc., (Kleinfelder) is pleased to present this proposal to provide construction materials testing services for the subject project. This proposal may be subject to modifications should additional staff or specialized equipment be required to meet adjustments to construction schedule or convenience. Included in this proposal is a discussion of our understanding of the project, the scope of services we anticipate providing for the project, an estimate of our efforts and fees, and our project limitations.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere to as professionals. Modifications such as changes in scope, methodology, scheduling, contract terms and conditions may result in changes to the risks assumed by the client, as well as potential adjustments to our fees.

Kleinfelder operates an AASHTO qualified laboratory. All work performed on the project will be under the supervision of our approved laboratory. The field technicians assigned by Kleinfelder will be properly qualified and will be under the supervision of a registered professional engineer.

PROJECT UNDERSTANDING

This project consists of the renovation of the City's municipal golf course located near the intersection of Garfield Avenue and SR-60 highway. Approximately 72 acres of the existing 18-hole golf course will be reconstructed with a 9-hole championship and an adjacent and overlapping 10-hole par 3 lighted golf course and clubhouse. It is anticipated that the overall construction duration will be 200 working days.

This project will be separated into two phases. Phase 1 will consist of golf course civil improvements including demolition, clearing/grubbing, rough grading, underground utility

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620 Magnolia Ave., Bldg. G, Ontario, CA 91762 p | 909.657.1716 f | 909.988.0185

services (sewer, storm drain backbone system, electrical, gas, and communications), street and parking lot concrete flatwork and pavements, street and parking lot lighting systems, temporary erosion control, and BMP/SWPPP services.

Phase 2 will consist of golf course improvements including demolition, clearing/grubbing, fine grading, golf course shaping, construction of tee areas, sand bunkers, greens and cart paths, construction of the irrigation system, construction of lakes and appurtenances, construction of the golf course lighting system, fencing, and landscaping (includes golf course turf/landscaping and parking lot landscaping), grassing, and golf course establishment.

SCOPE OF SERVICES

Soil & Aggregate Base Testing Services

Kleinfelder will staff the project with a field technician to observe and test the soil and aggregate base for compaction. Our services will include on-site in-situ density testing by nuclear method. Import, export, and backfill material and compaction efforts will be observed for appropriate compaction, moisture content, oversized material, and debris. Compaction testing will be performed in general accordance with the project specifications. Our personnel will sample and deliver soil and aggregate base materials to our laboratory for testing.

Asphalt Testing Services

Kleinfelder will staff the project with a field technician to provide observation and testing during placement of the asphalt pavement. Our field personnel will collect load tickets to document the quantity of the delivered materials and observe and document that the asphalt pavement material is placed in lifts of suitable thickness and adequately compacted. Our technician will also measure the loose thickness of the asphalt prior to compaction.

Density testing of the compacted asphalt pavement will be performed using a nuclear density gauge. The results of the density testing and field relative compaction will be reported to the owner's on-site representative and the contractor as the tests are performed so that adjustments can be made, if possible, during the course of the work. Our personnel will sample and deliver asphalt materials to our laboratory for testing.

Concrete Testing Services

Kleinfelder will staff the project with a field technician to perform observation and testing during cast-in-place concrete placements. We will perform slump, temperature tests, and casting of concrete specimens for compressive strength testing. Concrete specimens will be picked up and delivered to our laboratory after the initial on-site curing period. Concrete batch tickets for all concrete placed will be monitored during placement for mix compliance verification.

Project Management & Administration

Kleinfelder's project manager will serve as a coordinator for our services. Our project manager will review the field and laboratory reports during the assessment and construction phases. Items found in non-compliance with the project requirements will be brought to the immediate attention of the construction manager for delivery to the general contractor's construction

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superintendent, designated design professionals, and noted in a deviations log. Our project manager will conduct periodic field visits and provide consultation as needed during the project. The project will closely be managed to identify potential budget and schedule impacts during the course of the construction activities.

It should be noted that our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the client in writing); or (4) job site safety.

ESTIMATED FEES

We have estimated an approximate budget of **$81,775.^{00}** for the project, as reflected in the attached time and materials Table 1 & 2 - Fee Estimate. It should be noted that the fee rates shown in the Table 1 & 2 - Fee Estimate are inclusive of standard equipment charges. We do not anticipate using equipment that is non-standard (coring equipment, rebar locators, or other non-standard equipment) for this project.

It should be noted that the fees above do not anticipate overtime work on the project. The rates associated with overtime and double time work are listed in the Table 1 & 2 – Fee Estimate. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

Our estimate is provided on a time-and-materials basis. It should be noted that our total fees on the project can fluctuate for a variety of unpredicted reasons beyond our control including weather conditions, the quality and performance of the construction materials used, and the contractor's team, as well as the contractor's approach and scheduling of construction sequences. Jurisdictional requirements not identified at the outset of the project, or other unpredictable events that develop over the course of the project, can contribute to additional unplanned inspection or unanticipated engineering consultation not factored into our estimate.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the available information provided. The following assumptions were made based on the provided information:

- We are not assuming responsibility as Geotechnical Engineer of Record (GEoR). Per Gabriel Perez, Leighton will remain the GEoR on the project.
- We are not providing any geotechnical analysis or evaluations for the project.
- We are only providing quality assurance materials testing.
- A final compaction report will not be provided for the project.
- Our services are limited to construction materials testing.

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- No construction schedule was provided at the time of proposal preparation.
- All work will be performed per the Standard Specifications for Public Works Construction (Greenbook).
- We will not be providing County of Los Angeles deputy inspection work. Per Gabriel Perez, AIM Consulting Services will be performing this scope of work on the project.
- We will not be providing grading inspections. Per Gabriel Perez, AIM Consulting Services will be performing this scope of work on the project.
- We are not providing batch plant inspection for asphalt concrete or Portland cement concrete.
- We will not be sampling asphalt and/or concrete aggregates or cementitious materials.
- Work is subject to payment of California Prevailing Wages.
- Work is not subject to Union requirements, a Project Labor Agreement, and/or a Community Workforce Agreement.
- We do not anticipate using equipment that is non-standard (coring equipment, rebar locators, or other non-standard equipment) for this project.
- Access to the site will be provided by the client.
- Work will be performed during normal business hours, typically between 7 AM and 6 PM.
- Overtime services will not be required (more than eight hours per day, Saturday, Sunday, holidays, etc.).
- It is assumed that traffic control will be provided by others if required for field work.

AUTHORIZATION

A signed original copy of our project Work Order is attached with our proposal and will serve as our formal authorization to proceed. If there is a need for any change in the scope of work or schedule described in the proposal or in the Work Order, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

All terms and conditions indicated in this proposal and the referenced Work Order will be considered by both parties to be in effect from the effective date of the signed contract through completion of the project.

All information gathered during the study by Kleinfelder is considered confidential and will be released only upon written authorization by the client or as required by law. California law requires informing the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or

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warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

During the course of the performance of Kleinfelder's services, hazardous materials may be discovered. Kleinfelder will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury that results from pre-existing hazardous materials being encountered or present on the project site, or from the discovery of such hazardous materials.

CLOSURE

We look forward to working with you on this project. If you have questions or require additional information, please contact Jeff Diaz at (951) 206-0960.

Sincerely,

KLEINFELDER, INC.

Jeff Diaz
Project Manager

Mike Dorsch
Materials Department Manager

Attachment: Table 1 – Fee Estimate (Phase 1 - Civil)
Table 2 – Fee Estimate (Phase 2 - Golf Course)
Laboratory Fee Schedule
Work Order #1

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TABLE 1
FEE ESTIMATE (PHASE 1 - CIVIL)

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TABLE 1 - FEE ESTIMATE

Proposal to Provide Construction Materials Testing Services for AIM Consulting Services
Montebello Municipal Golf Course Renovation Project
Civil Construction - Phase 1

	Number of Visits (days)	Quantity (Hours/Ea.)	Total (Hours/EA.)	Rate	Cost	
Soil & Aggregate Base Testing Services						
Field Services						
Soils Field Technician	15	8	120	$140.00	$16,800.00	
Trip Charge			15	$100.00	$1,500.00	
Laboratory Testing						
Maximum Density/Optimum Moisture Content			2	$290.00	$580.00	
Los Angeles Abrasion, Small Aggregate			1	$240.00	$240.00	
Resistance R-Value			1	$390.00	$390.00	
Sieve Analysis (Coarse & Fine)			1	$200.00	$200.00	
Sand Equivalent Value			1	$180.00	$180.00	
ESTIMATED SUBTOTAL						**$19,890.00**
Asphalt Testing Services						
Field Services						
Asphalt Field Technician	5	8	40	$140.00	$5,600.00	
Trip Charge			5	$100.00	$500.00	
Laboratory Testing						
AC Content by Extraction			2	$260.00	$520.00	
Maximum Theoretical Specific Gravity			2	$200.00	$400.00	
Gradation of Extracted Aggregate			2	$150.00	$300.00	
Unit Weight, Hveem Method			2	$370.00	$740.00	
Hveem Stability			2	$220.00	$440.00	
ESTIMATED SUBTOTAL						**$8,500.00**
Concrete Testing Services						
Field Services						
Concrete Field Technician	4	4	16	$140.00	$2,240.00	
Sample Pick-Up (Non-PW)	4	2	8	$100.00	$800.00	
Trip Charge			8	$100.00	$800.00	
Laboratory Testing						
Concrete Compressive Strength (Assume 4 sets of 4)			16	$40.00	$640.00	
ESTIMATED SUBTOTAL						**$4,480.00**
Project Management & Administration						
Project Manager - Planning/Project Management/Review of Project Documents			14	$185.00	$2,590.00	
Project Administrator - Document Control/Dispatch/Field Coordination			12	$95.00	$1,140.00	
Project Final Report			6	$185.00	$1,110.00	
ESTIMATED SUBTOTAL						**$4,840.00**
ESTIMATED TOTAL FEE						**$37,710.00**

This fee estimate assumes that prevailing wage laws apply to the subject project.
This fee estimate assumes that a PLA, CWA, and/or Union requirements do NOT apply to the subject project.

BASIS OF CHARGES

HOURS WORKED	HOURS BILLED
Show up-No Work/Cancelled	2
0-4 hours	4
4-8 hours	8
8-12 & Saturday	Time and One-Half
Greater than 12, Sundays & Holidays	Double Time

Please note: *Overtime services not specifically listed above will incur a multiplier of 1.5 times the rate shown and double time will incur a multiplier of 2.0 times the rate shown.
**Trip charge includes portal-to-portal travel time from the Kleinfelder office, mileage, and vehicle usage.

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TABLE 2
FEE ESTIMATE (PHASE 2 – GOLF COURSE)

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TABLE 2 - FEE ESTIMATE

Proposal to Provide Construction Materials Testing Services for AIM Consulting Services
Montebello Municipal Golf Course Renovation Project
Golf Course Construction - Phase 2

	Number of Visits (days)	Quantity (Hours/Ea.)	Total (Hours/EA.)	Rate	Cost	
Soil & Aggregate Base Testing Services						
Field Services						
Soils Field Technician	20	8	160	$140.00	$22,400.00	
Trip Charge			20	$100.00	$2,000.00	
Laboratory Testing						
Maximum Density/Optimum Moisture Content			6	$290.00	$1,740.00	
Sieve Analysis (Coarse & Fine)			3	$200.00	$600.00	
Sand Equivalent Value			3	$180.00	$540.00	
ESTIMATED SUBTOTAL						**$27,280.00**
Concrete Testing Services						
Field Services						
Concrete Field Technician	10	4	40	$140.00	$5,600.00	
Sample Pick-Up (Non-PW)	10	2	20	$100.00	$2,000.00	
Trip Charge			20	$100.00	$2,000.00	
Laboratory Testing						
Concrete Compressive Strength (Assume 10 sets of 4)			40	$40.00	$1,600.00	
ESTIMATED SUBTOTAL						**$11,200.00**
Project Management & Administration						
Project Manager - Planning/Project Management/Review of Project Documents			16	$185.00	$2,960.00	
Project Administrator - Document Control/Dispatch/Field Coordination			14	$95.00	$1,330.00	
Project Final Report			7	$185.00	$1,295.00	
ESTIMATED SUBTOTAL						**$5,585.00**
ESTIMATED TOTAL FEE						**$44,065.00**

This fee estimate assumes that prevailing wage laws apply to the subject project.
This fee estimate assumes that a PLA, CWA, and/or Union requirements do NOT apply to the subject project.

BASIS OF CHARGES

HOURS WORKED	HOURS BILLED
Show up-No Work/Cancelled	2
0-4 hours	4
4-8 hours	8
8-12 & Saturday	Time and One-Half
Greater than 12, Sundays & Holidays	Double Time

Please note: *Overtime services not specifically listed above will incur a multiplier of 1.5 times the rate shown and double time will incur a multiplier of 2.0 times the rate shown.
**Trip charge includes portal-to-portal travel time from the Kleinfelder office, mileage, and vehicle usage.

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LABORATORY FEE SCHEDULE

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2022 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Standard Proctor	D698, T99	$	290	each
Modified Proctor	D1557, T180	$	290	each
Rapid Determination of Compaction*	D5080	$	250	each
1-Point Proctor, Check Point	T272	$	170	each
Proctor Oversize Correction	D4718	$	90	each
Treated Soil Proctor	D558	$	380	each
Minimum and Maximum Relative Density	D4254, D4253	$	510	each
Maximum Density by Vibratory Hammer	D7382	$	660	each
Moisture/Density, TEX 113-E	TEX113-E	$	330	each
Moisture/Density, TEX 114-E	TEX114-E	$	330	each
California Impact, CT 216	CT216	$	270	each
***Field Test**				

SOIL CLASSIFICATION AND INDEX TESTS				
Test	**Standard Test Method†**	**Fee**		
Visual Classification	D2488	$	35	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	$	110	each
Sieve Analysis, Fine	D422, D6913, T88	$	155	each
Sieve Analysis, Coarse	D422, D6913, T88	$	155	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	$	200	each
Hydrometer Analysis (***Requires a Sieve Analysis, not included***)	D422, D7928	$	185	each
Water Content	D2216, D4363, T265	$	30	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	$	55	each
Atterberg Limits, Single Point	D4318-B, T89, T90	$	145	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	$	220	each
Soil Specific Gravity	D854, T100	$	270	each
Soil Organic Content	D2974-C	$	150	each
Fiber Content of Peat Soils	D1997	$	320	each
Pinhole Dispersion Classification	D4647	$	630	each
Soil pH	D4972, G51	$	70	each
Double Hydrometer for Dispersive Soils	D4221	$	330	each
Crumb Test for Dispersive Soils	D6572	$	105	each
Soil Resistivity	G187	$	190	each
Chloride Content		$	85	each
Sulfate Content		$	70	each
Thermal Resistivity, Per Point	D5334, IEEE 422	$	390	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	$	1140	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS				
Test	**Standard Test Method†**	**Fee**		
California Bearing Ratio, Single Point *(proctor not included)*	D1883, T193	$	420	each
California Bearing Ratio, 3 Points *(proctor not included)*	D1883, T193	$	780	each
Resistance R-Value	D2844	$	390	each
Resistance R-Value of Treated Material	D2844	$	450	each
Rock Correction for R-Value	D2844	$	100	each
Stabilized Soil UC Strength, 1 Point *(proctor not included)*	D1633, D5102	$	210	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	$	1140	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	$	210	each
CT373, 1 Lime Content	CT373	$	440	each
CT373, 3 Lime Contents	CT373	$	1,320	each
Eades and Grim Test (Opt. Lime Content)	C977	$	235	each
Resilient Modulus	T307	$	570	each
CTB Strength, Individual Specimen		$	220	each
CTB Strength, Set of 3, Without Design		$	500	each
CTB Complete Mix Design		$	7,150	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	35	each
Unconfined Compressive Strength	D2166, T208	$	170	each
Direct Shear, 1 Point	D3080, T236	$	180	each
Direct Shear, 3 Points	D3080, T236	$	470	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$	300	each
Consolidation without Time Rate Plots	D2435-Modified	$	410	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	540	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	760	each
Collapse Potential	D5333	$	310	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	360	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	210	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	570	each
Expansion Index	D4829	$	235	each
Denver Swell Test		$	210	each
Permeability, Rigid Wall	D2434	$	540	each
Permeability, Flexible Wall	D5084-C	$	470	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	600	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,485	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	250	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	760	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	360	each
Triaxial Test, TEX117E, Part I	TEX117E	$	2,145	each
Triaxial Test, TEX117E, Part II	TEX117E	$	2,145	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

2022 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

AGGREGATE TESTS

Test	Standard Test Method†	Fee		
Acid Solubility		$	220	each
ASR Reactivity, Long Method	C227, C1293	$	2,035	each
ASR Reactivity, Short Method	C1260, C1567	$	1,140	each
Cleanness Value	CT227	$	200	each
Clay Lumps and Friable Particles, per size **(see note below)*	C142, T112	$	125	each
Coarse Specific Gravity & Absorption	C127, T85	$	100	each
Fine Specific Gravity & Absorption	C128, T84	$	175	each
Coarse Durability	D3744, T210	$	180	each
Fine Durability	D3744, T210	$	190	each
Flat and Elongated Particles, per size **(see note below)*	D4791	$	115	each
Fractured Faces, per size **(see note below)*	D5821, T335	$	125	each
Lightweight Pieces *(Per specific gravity of heavy liquid)*	C123, T113	$	350	each
Los Angeles Abrasion, Large Aggregate	C535	$	240	each
Los Angeles Abrasion, Small Aggregate	C131, T96	$	240	each
Mortar Sand Strength	C87, CT515	$	780	each
Organic Impurities	C40, T21	$	90	each
Sand Equivalent	D2419, T176	$	180	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	$	110	each
Sieve Analysis, Fine	C136, T27	$	155	each
Sieve Analysis, Coarse	C136, T27	$	155	each
Sieve Analysis, Coarse and Fine	C136, T27	$	200	each
Soundness of Aggregate, per size **(see note below)*	C88, T104	$	180	each
Unit Weight	C29, T19	$	80	each
Water Content	D2216, C566, T255	$	30	each
Texas Wet Ball Mill	TEX116E	$	360	each
Decantation Wash	TEX406A	$	110	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	170	each

Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.

FILTER MEDIA TESTS

Test	Standard Test Method†	Fee		
Filter Media, Sieve Analysis *(includes d10, d60, es, cu)*	AWWA B100	$	220	each
Filter Media, Mohs Hardness	AWWA B100	$	220	each
Filter Media, Percent Silica		$	240	each
Acid Solubility	AWWA B100	$	220	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

2022 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

CONCRETE TESTS

Test	Standard Test Method†	Fee		
Concrete Compression	C39	$	40	each
Concrete Core Compression	C42	$	100	each
Concrete Flexural Strength	C78	$	125	each
Hydraulic Cement Mortar Compression	C109 (field cast)	$	40	each
Concrete Drying Shrinkage, set of 3*	C157	$	610	Each
Concrete Core Thickness	C174	$	55	each
Concrete Laboratory Trial Batch**	C192	$	1,485	each
Concrete Time of Set by Penetration Resistance	C403, C191	$	2,400	each
Concrete Modulus of Elasticity	C469	$	500	each
Concrete Splitting Tensile Strength	C496	$	125	each
Concrete Absorption	C497, C642	$	190	each
Concrete Cylinder Unit Weight	C567	$	190	each
Non-Shrink Grout Compression	C1107, C579	$	40	each
Shotcrete Compression	C1140, C1604	$	85	each
Shotcrete Core Grading	ACI 506.3	$	85	each
Concrete Paving Slab Modulus of Rupture	C1782	$	900	each
Concrete Direct Tensile	D2936, CRD C164	$	500	each
CLSM Compression	D4832	$	55	each
For sets greater than 3, add $100 per prism				
****Includes up to 9 cylinders (4x8 or 6x12) or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates***				

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method†	Fee		
RCC Compression	C1435/C39	$	65	each
RCC Air Content	C1849	$	50	each
RCC Unit Weight	C1849	$	50	each
RCC Consistency and Density (VeBe)	C1170	$	1,600	each
RCC Accelerated Cure	C1768 - modified	$	750	each
RCC Trial Batch	ACI 211.1	$	4,800	each
RCC Aggregate Mixing	ACI 211.1	$	2,000	each

MASONRY TESTS

Test	Standard Test Method†	Fee		
Masonry Grout Compression	C1019, C942	$	40	each
Masonry Mortar Compression	C270, C780	$	40	each
Masonry Core Compression and Shear	CA DSA	$	200	each
Masonry Prism Compression	C1314	$	150	each
CMU Absorption and Received Moisture	C140	$	120	each
CMU Compression	C140	$	125	each
CMU Dimension Verification	C140	$	55	each
CMU Lineal Shrinkage	C426	$	300	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

ROCK TESTS

Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	$	120	each
Rock Direct Shear, 1 Point	D5607	$	350	each
Rock Mohs Hardness	IRSM	$	55	each
Rock Point Load Index, per Point*	D5731	$	65	each
Rock Slake Durability	D4644	$	240	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	$	120	each
Rock Direct Tensile	D2936	$	250	each
Rock Triaxial Compression	D7012-A	$	420	each
Rock Triaxial Compression w/Modulus of Rupture	D7012-B	$	560	each
Rock Unconfined Compression	D7012-C	$	300	each
Rock Unconfined Compression w/Modulus of Rupture	D7012-D	$	500	each
Above testing fees include routine sample preparation (end grinding) and sample photographs ****Point load and splitting tensile test fees are per break, not per set of 10.***				

EMULSION TESTS

EMULSION TESTS				
Test	**Standard Test Method†**	**Fee**		
Emulsion Settlement	D6930, T59	$	280	each
Emulsion Sieve Test	D6933, T59	$	125	each
Emulsion Storage Stability	D6930, T59	$	220	each
Emulsion Torsional Recovery	CT332	$	190	each
Particle Charge	D7402, T59	$	125	each
Residue by Evaporation	D6934, T59	$	140	each
Saybolt Viscosity	D7946, T59	$	190	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	$	420	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

ASPHALT TESTS

MIX PROPERTY TESTS				
Test	**Standard Test Method†**	**Fee**		
Air Voids Determination *(calculation only)*	D3203, AI-MS-2	$	65	each
VMA Determination *(calculation only)*	AI-MS-2, CT-LP-2	$	65	each
VFA Determination *(calculation only)*	AI-MS-2, CT-LP-2	$	65	each
Volumetric Properties *(calculation only)*	AI-MS-2, CT-LP-2	$	55	each
AC Moisture Content	T329	$	70	each
Gradation of Extracted Aggregate	D5444	$	150	each
AC Content by Extraction	D2172	$	260	each
AC Content by Ignition Oven	D6307, T308	$	190	each
AC Ignition Oven Calibration *(determination of mix correction)*	D6307	$	420	each
Hveem Stability	D1560	$	420	each
Hveem Stability without Compaction	D1560	$	220	each
Marshall Stability and Flow *(does not include compaction)*	D6927	$	210	each
AC Swell	CT305	$	600	each

DESIGN AND DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
AC Core Thickness	D3549	$	20	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	65	each
Unit Weight, Gyratory Method	T312	$	390	each
Unit Weight, Hveem Method	D1561	$	370	each
Unit Weight, Marshall Method	D6926	$	270	each
Maximum Theoretical Specific Gravity	D2041	$	200	each
Moisture Induced Damage	T283	$	1,615	each
Moisture Vapor Susceptibility	CT307	$	720	each
Hamburg Wheel Track, Set of 2	T324	$	1,210	each
Index of Retained Strength	D1075	$	1,375	each
Indirect Tensile Strength *(does not include compaction)*	D6931	$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	$	420	each
Caltrans Tensile Strength Ratio	CT371	$	2,200	each
Caltrans Opt Bitumen Content OGFC	CT368	$	2,035	each
Centrifuge Kerosene Equivalent	CT303	$	360	each
Film Stripping	CT302	$	180	each
Mix Design, Hveem Method w/RAP	CT367	$	8,580	each
Mix Design, Hveem Method	CT367	$	6,600	each
Mix Design, Marshall Method	AI-MS-2	$	3,575	each
Mix Design, Superpave Method	AI-MS-2	$	8,250	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

METAL TESTS

BOLT TESTS				
Test	**Standard Test Method†**	**Fee**		
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	$	285	each
Bolt Hardness	E18	$	40	each
Bolt Proof Load	F606	$	55	each
Bolt Wedge Tensile	F606	$	55	each
Nut Hardness	E18	$	40	each
Nut Proof Load	F606	$	55	each
Washer Hardness	E18	$	40	each
An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.				

REINFORCING BAR TESTS				
Test	**Standard Test Method†**	**Fee**		
Bend	A370, E290	$	55	each
Rebar Tensile, up to No. 11	A370, E8	$	120	each
Rebar Tensile, No. 14 and No. 18	A370, E8	$	250	each
Rebar Coupler Slip	A370, A1034, CT670	$	190	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	$	120	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	$	250	each
CT670 Strain (Elongation)	CT670	$	25	each
Headed Rebar Tensile, up to No. 11	A370, A970	$	120	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	$	250	each
Modulus of Elasticity*	A370	$	155	Each
Epoxy Coating Thickness	A775, A934	$	125	each
Epoxy Coating Continuity – Holiday Test	A775, A934	$	125	each
Epoxy Flexibility - Bending	A775, A934	$	125	each
In addition to the testing fee.				

METAL TESTS				
Test	**Standard Test Method†**	**Fee**		
PT Strand Tensile	A370, A1061	$	205	each
Anchor Bolt Tensile, up to 1.5” dia.	F1554	$	190	each
Anchor Bolt Tensile, greater than 1.5” dia.	F1554	$	310	each
Reduced Section Tensile*	A370	$	155	each
Rockwell Hardness	E18	$	40	each
Macroetch	E381	$	310	each
Charpy Impact, Set of 3 **	A370, A673	$	470	each
Galvanization Thickness	B499, E376	$	30	each
Fireproofing Density	E605	$	95	each
Machining test specimens is not included. Additional fees for stress-strain diagram.				
****Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.***				

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE				
Test	**Standard Test Method†**	**Fee**		
Dimension Stone, Absorption/Specific Gravity	C97	$	280	set/5
Dimension Stone, Compressive Strength	C170	$	280	set/5
Dimension Stone, Flexural Strength	C880	$	280	set/5
Dimension Stone, Modulus of Rupture	C99	$	280	set/5

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	**Standard Test Method†**	**Fee**		
Hydraulic Ram Verification	E4	$	390	each
Tensile and Elastic Modulus Polymer Composite Materials	D3039	$	750	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	**Standard Test Method†**	**Fee**		
Rock Sample Preparation	D4543	$	120	each
Sample Crushing		$	180	each
Sample Cutting and Trimming		$	40	each
Sample Mixing and Processing		$	125	each
Sample Preparation		$	65	each
Sample Remolding		$	95	each
Contamination Fee		$	varies	each
Sample Disposal Fee		$	10	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

WORK ORDER #1

© 2022 Kleinfelder

WORK ORDER NO. 1

Issued Pursuant to The Client Master Services Agreement (ONT21C134119) effective as of December 10, 2021, by and between AIM Consulting Services (**Client**) and Kleinfelder, Inc. (**Kleinfelder**).

Client Name: AIM Consulting Services

Kleinfelder Project No: LOCALMKT.WEOH

Project Name: Montebello Municipal Golf Course Renovation Phase 1 (Civil) & Phase 2 (Golf Course)

Work Order Type: (Check One)
☒ Time-and-Materials
☐ Fixed-Price

Kleinfelder Office: Ontario

Subcontractor Reference No:

Kleinfelder Contact Name: Mike Dorsch

1. SCOPE OF WORK: Refer to Kleinfelder Proposal No. LOCALMKT.WEOH, attached.
2. LOCATION/CLIENT FACILITY INVOLVED: Garfield Avenue / SR-60 Highway, Montebello
3. PERIOD OF PERFORMANCE: As notified
4. AUTHORIZED FUNDING: $81,775.^{00}
5. SPECIAL PROVISIONS: N/A

NOTICE TO PROCEED IS GIVEN ON (DATE): As notified

AIM CONSULTING SERVICES:

By: _____

Printed Name:

Title:

Address:

KLEINFELDER, INC.:

By: Mike Dorsch

Printed Name: Mike Dorsch

Title: Project Manager

Address: 620 Magnolia Ave., Bldg. G, Ontario, CA 91762

September 28, 2022

Maria Estrada
AIMCS
12121 Valley Boulevard, Suite 206
El Monte, CA 91732

SUBJECT: PROPOSAL TO PROVIDE PREVAILING WAGE MONITORING SERVICES TO AIMCS FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

Pacific Resources Services, a California public benefit corporation, is pleased to submit our proposal for your review and consideration to provide California and Davis-Bacon prevailing wage monitoring services to AIMCS during the Civil Contract and the Golf Course contract of the Montebello Municipal Golf Renovation Projects.

We are a multi-disciplined, management-consulting firm specializing in the design, development, and implementation of the following services:

- State and Federal (Davis-Bacon) Prevailing Wage Monitoring services
- Disadvantaged Business Enterprise (DBE) program models for Federally funded construction projects
- Negotiation and implementation of Project Labor Agreements, including local hire initiatives.
- Small and local business outreach programs
- Community outreach and communication for construction projects

Benjamin Ocasio has a breadth of knowledge and expertise from over 32 years of experience providing labor compliance services to public agencies and the contracting community. The firm offers its clients flexibility, reliability, responsiveness, and proven experience designing and implementing innovative labor compliance programs to meet client needs.

The following information about Pacific Resources Services further describes the firm:

Proposer: Pacific Resources Services
The legal form of the company: S Corporation
11421 Lambert Avenue
El Monte, CA 91732
Email: bocasio@pacificresourcesservices.com
Federal Tax ID No.: 45-1918103
Point of Contact: Benjamin Ocasio, President
Phone: (626) 434-5087 Direct or (626) 800-4006 extension 101
Fax: (626) 800-4140

Pacific Resource Services is a California Department of General Services certified Small Business Enterprises and has never been debarred from providing services to any State or Federal Agency.

We are an independent firm and not a subsidiary of a Union compliance program or construction management firm.

Benjamin Ocasio, the President, is authorized to negotiate and bind the firm to the terms and conditions of this proposal and any resultant Contract. Pacific Resources Services looks forward to working with AIMCS. Should you have any questions regarding this proposal and need additional information about our firm, please do not hesitate to contact me at (626) 434-5087 or via email at bocasio@pacificresourcesservices.com.

Sincerely,

PACIFIC RESOURCES SERVICES

Benjamin Ocasio
President

FIRM PROFILE

Pacific Resources Services, a California public benefit corporation, provides California and Federal Davis-Bacon prevailing wage monitoring and enforcement services to Cities, Counties, Water Districts, School Districts, Housing Authorities, Special Districts, contractors, and individuals.

In addition to providing labor compliance services, Pacific Resources Services negotiates and manages Project Labor Agreements, implements, and administers local hire programs including hiring Veterans, develops and implements Disadvantaged and Small Business Outreach programs, and performs community relations activities for construction programs.

We have conducted seminars, workshops, and trained public agencies and contractors on their prevailing wage obligations. It has provided training to a diverse group ranging from Building and Construction Trades Councils from San Diego to Modesto, the County Counsels Association of California, and various awarding authorities and contractors.

Benjamin Ocasio is the President of Pacific Resources Services. He has over 32 years of experience providing labor compliance services, having served as the labor compliance manager for public agencies and 3rd-party labor compliance programs. He has been actively involved in the industry, including serving as the 3rd-party labor compliance representative to the California Underground Economy Taskforce.

SCOPE OF WORK

Pacific Resources Services Corporation will provide labor compliance services to ensure that prevailing wages are paid during the project's construction and comply with Section 1770, et seq. and the Davis-Bacon and related acts requirements.

The services to be provided include the following Labor Compliance services:

1. If requested, provide required language and prevailing wage documentation to the client for prevailing wage compliance.

2. Provide applicable prevailing wage rate(s) to the client and contractors—Post-Davis-Bacon wage rates at the project location as required under the Davis-Bacon requirements.

3. Assist the client in requesting determination throughout the conformance process.

4. Verify that all subcontractors are eligible to work on the project by checking the contracting status with California and Federal Lists, including the California Department of Industrial Relations and the Federal Excluded Parties List.

5. If requested, conduct pre-bid orientation conferences to ensure that all bidders are fully educated and informed of relevant labor codes and Davis-Bacon requirements.

6. Attend pre-construction, including providing a checklist of laws and regulations that must be followed to comply with State and Federal regulations and all forms required for labor compliance. Pacific Resources Services attendance can be in-person or via conference.

7. Provide a phone line and email contact where contractors and subcontractors can contact PRS for clarification, certified payroll, apprenticeship, and compliance issues.

8. Perform a license check with the California Contractor's License Board for current and active license status and worker's compensation coverage of all contractors and all listed sub-contractors.

9. Review & compare work classification with the California prevailing wage classification and Davis-Bacon requirements.

10. Monitoring of all weekly certified payroll, including, but not limited to: correct classification of workers, proper wages paid, accurate calculations and payment of fringe benefits and training contributions, review overtime, shift pay, weekend and holiday

work/pay, only permissible deductions will be allowed, cross reference of onsite interviews with certified payroll to verify all workers are listed and review the "certification" or "statement of compliance" is complete and signed by an individual of knowledge and authority.

11. Conduct site visits while the project is under construction and interview workers using the appropriate project/funding source forms. Interview at least one worker per craft on site. Site visits will be coordinated with the Construction Management firm to ensure that the contractor is on site.

12. Monitoring of all apprenticeship requirements. Collection and review of DAS-140 and DAS-142 forms. Review applicable ratios, correct wages, and training contributions (CAC Forms). Verification that all apprentices also have an active Division of Apprentice Standards and BAT (US Dept. of Labor Bureau of Apprenticeship Training) registration.

13. Verify that apprentices are appropriately supervised and employed in approved ratios as required by other California and Federal apprenticeship regulations applicable to Davis-Bacon Projects.

14. Respond to inconsistencies or deliberate deceptions on the part of the contractors and subcontractors through additional detailed audit through review of canceled checks, timecards, and related records and seek appropriate resolution with the California and Davis-Bacon regulations.

15. Work with all subcontractors to obtain an amicable agreement on resolving violations, penalties, and compliance issues. Pacific Resources Services will document and maintain all meetings and calls with contractors.

16. Once work on the project is completed, Pacific Resources Services will send a final letter to the contractor and any subcontractor who still has outstanding items. Pacific Resources Services provides a 10-day window during which the contractor/subcontractor can submit additional documentation or make corrections. Once the time expires, Pacific Resources Services closes out the project relating to issues or outstanding wages, apprenticeship issues, and any restitution or penalties due.

17. Maintain all records for three (3) years.

18. Attend any compliance or auditing meetings with the state and Federal agencies relating to the labor compliance on this project.

19. Provide training and other assistance relating to labor compliance as requested by the client and contractor(s).

20. Establish a working relationship with the governing agencies on behalf of the client.

FEES AND RATES

The following hours and rates are proposed based on additional information received.

PACIFIC RESOURCES SERVICES – LABOR RATES 2022				
Staff	Hours Per Month	Burdened Hourly Rate	Monthly Sub-Total	Total for 12-**Month** Period
Principal	10	$147.00	$1,470.00	$17,640.00
Senior Analyst	0	$124.21	$0	$0
Analyst	0	$101.63	$0	$0
Staff Support	6	$79.00	$474.00	$5,688.00
			Total	$22,328.00

All hourly costs are fully burdened. Our client has no additional expenses (such as mileage, communication, etc.).

The standard fee for labor compliance monitoring services for the project is based on different natures and project schedule information.

Based on a a construction schedule of 12 months with two contractors on site, the proposed fee is $22,328.00 **(Twenty Two -thousand three-hundred twenty eight dollars)**

STAFF RESUMES

BENJAMIN OCASIO

Project Manager

Mr. Ocasio has more than 30 years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

Education

University of Southern California
M.P.A. Public Affairs (1983); B.S. Urban & Regional Planning (1981)
Valley Leadership Institute (2000)

During this engagement, Mr. Ocasio will provide the following services:

- ✓ Contract Manager on behalf of Pacific Resources Services
- ✓ Lead the efforts on the Team to implement and manage the prevailing wage monitoring and enforcement services.
- ✓ Serve as the Labor Compliance Officer on behalf of the client!
- ✓ Provide technical to contractor and Project Management Staff, including training of City staff as directed.
- ✓ Manage reporting to City.

MORITA CAPILI

Staff Support/Labor Compliance Assistant

Ms. Capili serves as Office Administrator and Coordinator, ensuring that documents are properly recorded and filed, following up with delinquent contractors, performing data entry, and performing initial audits of missing documents and underpayments. She has worked on projects such as the Water Replenishment District of Southern California, Centinela Valley Union High School District, Metropolitan Transportation Authority (METRO), Foothill Construction Authority, and the SR-91 Corridor Improvement Project (DBE Coordination).

Education

B.S. Business Administration, University of La Verne, 1998
During this engagement, Ms. Capili will provide the following services:

- ✓ Prepare project files and contractor tracking logs.
- ✓ Intake, log, track, and file project and contractor documents
- ✓ Track local hire requirements.
- ✓ Perform initial review for missing /inadequate information on project documents and request revisions and updates to documents.
- ✓ Prepare files for closeout and perform quality assurance for completion.

FEE PROPOSAL

AIM Consulting Services and Consultant Staffing Plan

CONSTRUCTION MANAGEMENT SERVICES MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION AND RELATED PROJECTS

CITY OF MONTEBELLO

C M T E A M - Staffing Plan		POSITION	2022 2023 Direct Labor	TOTAL COST	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL HRS / AMT
					2022			2023												
	Comprehensive Construction Management Services & Inspection	**Construction Management & Inspection Services**																		
		Project Manager III (AIMCS)	$ 184.00	**$434,240**	120 $22,080	160 $29,440	168 $30,912	160 $29,440	152 $27,968	184 $33,856	160 $29,440	176 $32,384	168 $30,912	160 $29,440	184 $33,856	160 $29,440	168 $30,912	160 $29,440	80 $14,720	$434,240
		Engineer MEP/Civil/Controls I	$ 112.00	**$273,280**	120 $13,440	160 $17,920	168 $18,816	160 $17,920	152 $17,024	184 $20,608	160 $17,920	176 $19,712	168 $18,816	160 $17,920	184 $20,608	160 $17,920	168 $18,816	160 $17,920	80 $17,920	$273,280
		Inspection MEP/Civil - III	$ 138.00	**$356,544**	120 $16,560	160 $22,080	168 $23,184	160 $22,080	152 $20,976	184 $25,392	160 $22,080	176 $24,288	168 $26,880	160 $24,320	184 $33,856	160 $25,600	168 $29,568	160 $26,880	80 $12,800	$356,544
		Scheduler / Project Controls - III	$ 143.00	**$16,016**	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $1,144	8 $0	$16,016
		Estimator III	$ 149.00	**$ 48,360**																$48,360
		SUBTOTAL - CONSTRUCTION MANAGEMENT / INSPECTION SERVICES																		**$1,128,440**
	Additional Services	**Additional Services**																		
		Special Inspection (KLEINFELDER)	NOT TO EXCEED	**$81,775**																$81,775
		Labor Compliance (PACIFIC RESOURCES)		**$23,328**	$1,944	$1,944	$1,944	$1,944	$1,944	$1,944	$1,944	$1,944	$1,944	$1,944	$1,944	$1,944	$0	$0	$0	$23,328
		PROCORE PMIS SOFTWARE 2 Year Contract	NOT TO EXCEED	**$50,000**	$25,000											$25,000				$50,000
		SUBTOTAL - SPECIAL INSPECTION SERVICES																		**$155,103**
		TOTAL - CONSTRUCTION MANANAGEMENT AND INSPETION SERVICES																		**$1,283,543**

PROJECT BUDGET BREAKDOWN - ESTIMATED FEES

CONSTRUCTION MANAGEMENT	$	771,896.00
INSPECTION	$	356,544.00
SPECIAL INSPECTION	$	81,775.00
LABOR COMPLIANCE	$	23,328.00
PROJECT MANAGEMENT INFORMATION SYSTEM	$	50,000.00
SUBTOTAL - CM (Not to Exceed - Labor)	**$**	**1,283,543.00**

* Extensions of time due to Contractor Delays / Owner Delays / Inclement Weather, will be compensated through time and material process

** Proeject Management Information System (PROCORE)

*** Work calculated 13 month duration including closeout

12121 VALLEY BOULEVARD, SUITE 206
EL MONTE, CA 91732 | 323.271.4602
WWW.AIMCSWORLD.COM

Exhibit B

Master Agreement Fee Schedule

June 17, 2021

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-32 – SCHEDULE OF BILLING RATES

POSITION CLASSIFICATION	RATE
Project / Construction Manager -I	$ 145.00
Project / Construction Manager -II	$ 163.00
Project / Construction Manager - III	$ 184.00
Inspection MEP/Civil - I	$ 108.00
Inspection MEP/Civil - II	$ 125.00
Inspection MEP/Civil - III	$ 138.00
Scheduler / Project Controls - I	$ 112.00
Scheduler / Project Controls - II	$ 133.00
Scheduler / Project Controls - III	$ 143.00
Estimator - I	$ 107.00
Estimator - II	$ 128.00
Estimator - III	$ 149.00
Office Engineer - Doc Control -I	$ 66.00
Office Engineer - Doc Control - II	$ 77.00
Office Engineer - Doc Control - III	$ 89.00
Engineer MEP/Civil/Controls - I	$ 112.00
Engineer MEP/Civil/Controls - II	$ 133.00
Engineer MEP/Civil/Controls - III	$ 143.00
Asset/Move Coordinator - I	$ 112.00
Asset/Move Coordinator - II	$ 122.00
Asset/Move Coordinator - III	$ 138.00

Should you have any questions, please feel free to contact me at (323) 271-4602. Thank you for your consideration.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
(Address)

Project Title: CP 894 Golf Course Renovation

Project Applicant: City of Montebello

Project Location - Specific:
Montebello Golf Course

Project Location - City: Montebello Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
Renovation to existing Golf course, including grading, reshaping the greens, installing a new irrigation system and turf, an access road, sewer line, water service and storm drain replacements.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: James Enriquez, P.E.

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ■ Categorical Exemption. State type and section number: Class 1 - Section 15301 (c)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The project will renovate an existing 18-hole golf course resulting in a 9-hole championship golf course and a 6-hole par 3 golf course. The remnant are a of the golf course will be converted to passive use open space.

Lead Agency Contact Person: James Enriquez, P.E. Area Code/Telephone/Extension: (323) 887-1460

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: Director of Public Works

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works

SUBJECT: **APPROVAL OF CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH DOUG MARTIN CONTRACTING COMPANY, INC. - ANNUAL SLURRY SEAL PROJECT FISCAL YEAR 2022-23 (C.P. NO. 892)**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve Change Order No. 1 in the aggregate amount of $300,000, increasing the total contract amount with Doug Martin Contracting Company, Inc. to $699,920; and

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

FISCAL IMPACT:

The adopted Fiscal Year 2022-23 Capital Improvement Project (CIP) Budget currently includes a total of $810,000 in appropriations for this project, with the following amounts in the following funds: 1) $300,000 carryover of Gas Tax from FY 2021-22; 2) $100,000 carryover of Measure M from FY 2021-22; 3) $250,000 Measure M (new appropriations) from FY 2022-23; and 4) $160,000 Measure R (new appropriations) from FY 2022-23.

The total project cost is estimated at $759,908, including the recommended change orders and contingency, and is fully funded at this time. No additional appropriations are

recommended.

BACKGROUND:

On August 10, 2022, the City Council awarded a construction contract to the lowest responsive and responsible bidder, Doug Martin Contracting Company, Inc., in an amount not-to-exceed $399,920 for Slurry Seal on various streets.

The project consists of applying asphalt emulsion slurry seal type II on various streets, a pavement treatment to prolong the life of the asphalt. The project also includes crack sealing, repairing damaged areas of pavement by removing and grinding 2" AC pavement, restoration of traffic striping markings, pavement markings, and curb painting.

City staff and the contractor walked the streets during the preconstruction meeting. The existing pavement condition of two streets, N. Iguala Street from Yorktown Avenue to W. Liberty Avenue and Poplar Avenue from W. Los Amigos Avenue to the end of the street, was determined to be beyond the damage that is suitable for slurry sealing. The grind and overlay will ensure a substantially longer service life for the pavement for these two streets as compared to slurry sealing and the existing structural section of the streets is conducive for a grind and overlay rehabilitation.

Staff negotiated a reasonable cost with the contractor for a 2" grind and overlay in-lieu of the specified slurry sealing. The cost is approximately $4.00 per square foot, a cost that is in order with bids recently received for similar work.

ENVIRONMENTAL IMPACT:

On June 22, 2022, the City Council found the project categorically exempt under Class 1(c) for existing facilities pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the filling of the Notice of Exemption.

ANALYSIS:

N/A

DISCUSSION:

N/A

SUMMARY:

The City Council will consider approving a change order, in the amount not-to-exceed $300,000 to the construction contract with Doug Martin, Inc. for C.P. No. 892 – Annual Slurry Seal Project FY 2022-23. Upon the approval by the City Council of the recommended actions, staff will direct the contractor to proceed with the proposed additional work. Sufficient funding exists for this project in the FY 2022-23 budget, hence

no budget adjustment is needed.

ATTACHMENT(S)

1. Attachment A - Changes in Work Summary

NEXT STEPS:

N/A

ATTACHMENT A

CHANGES IN WORK SUMMARY
OCTOBER 12, 2022

ANNUAL SLURRY SEAL PROJECT FY 2022-23

CP NO. 892

Project Description:

The project consists of asphalt resurfacing by the application of asphalt emulsion slurry seal type II on various streets. A maintenance treatment that prolongs the life of the asphalt. Also, the project includes repairing localized damaged areas of the street by removing and grinding 2" Asphalt pavement, restoration of traffic striping markings, pavement markings, and curb painting.

Changes in work:

(1) 2" Grind and Overlay in lieu of slurry sealing – N. Iguala Street from Yorktown Ave to W. Liberty Ave.
(2) 2" Grind and Overlay in lieu of slurry sealing – Poplar Avenue from W. Los Amigos to End of street

Description of Changes:

Two streets were designated for slurry seal, however after City staff and the contractor walked the two streets, N. Iguala Street from Yorktown Avenue to W. Liberty Avenue, and Poplar Avenue from W. Los Amigos Avenue to the end of the street, the existing condition of the pavement was determined to be beyond the damage that is suitable for slurry sealing. Staff negotiated a reasonable cost with the contractor for a 2" grind and overlay. The cost is approximately $4.00 per SF, a cost that is in order with bids recently received for similar work. The grind and overlay will ensure a longer service life for the pavement for these two streets as compared to slurry sealing.

Revised Contract Amount:

Original contract amount	$399,920
Changes in work to be authorized	$300,000
Revised contract amount	$699,920
Percent total change to original contract amount	75%

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works

SUBJECT: **AMEND THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET BY INCREASING APPROPRIATIONS IN VARIOUS ACCOUNTS**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Amend the adopted Fiscal Year 2022-23 Capital Improvement Program (CIP) budget by increasing appropriations in the various accounts as detailed in Attachment A; and

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

FISCAL IMPACT:

The City Council annually adopts an operating and capital budget, providing appropriations for day to day operations as well as larger, multi-year projects such as street paving and rehabilitation, concrete repair, intersection improvements, and other related projects. Over the past three years, Staff has improved the manner in which the City's Capital Improvement Program (CIP) budget is managed. Each year, estimated budgets are presented for the various CIP projects, many of which are either multi-year or span across fiscal years. Depending on the scope, nature and type of the individual CIP project, not all appropriations are spent or encumbered in one fiscal year -- as opposed to operating expenses which are spent in a single fiscal year.

Previously, Staff would struggle with having accurate CIP budgets due to the lack of a

comprehensive, year-end "carryover" process. That is, prior to Fiscal Year 2022-23, there was not a mechanism whereby committed, but not yet encumbered or expended, appropriations would be re-budgeted in a subsequent fiscal year -- being made available for continuation of the project. This carryover process is a standard operation in other municipalities, and naturally occurs after the close of the prior fiscal year. Essentially, each project's budget from the prior year (FY 2021-22) along with expenditures and encumbrances through June 30 are analyzed to determine if the remaining un-committed budget amount is still needed or is sufficient in the subsequent fiscal year (FY 2022-23). This carryover process ensures an adequate budget is available in the current fiscal year (FY 2022-23) to complete the specific project. In addition, the carryover process ensures "double-budgeting" does not occur, which has happened in prior budgets, due to the fact that a carryover process did not exist and staff did not have a clear picture of what previously budgeted funds needed to be re-appropriated. The carryover of un-committed funds also assists with more accurately gauging available fund balance in a given CIP fund, allowing Public Works to program fund balance for new or existing projects.

Finance and Public Works staff have worked together to develop a carryover list for FY 2022-23 (Attachment A). Each of the projects listed will continue into FY 2022-23, some have already begun and others may begin in the current fiscal year. Regardless of their current status, Public Works staff has determined that the "Budget Need to Amend" amount listed on Attachment A is needed in order to continue progress on each project listed.

The proposed CIP carryovers (Attachment A) utilizes available and existing funding from Gas Tax, Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater), Road Maintenance and Rehabilitation Account (RMRA/SB1), and Federal and State grants (i.e., SSARP, HSIPL, etc.). Appropriation of these funds will allow previously approved CIP projects to have remaining project funds re-appropriated and available in FY 2022-23 (i.e., carryover amounts). The “Budget Need to Amend” column on Attachment A represents the appropriations needed for each project. In total, across the various funding sources, the budget increase will be $26,645,218, spread over twenty (20) different projects.

BACKGROUND:

A part of the annual budget development process is City Council adoption of an annual CIP budget encompassing projects across all departments and functional areas. On June 8, 2022, City Council adopted the operating and CIP budgets for FY 2022- 23. By design, anticipating a thorough carryover process after year-end, the adopted CIP budget only included funding for new projects in FY 2022-23 (i.e., those projects not appropriated in previous budgets) or additional funding for existing projects where the amount was known in June, 2022. The FY 2022-23 CIP budget did not include appropriation of uncommitted funds. The projects and funding sources summarized in Attachment A represent those projects requiring a budget amendment as part of the carryover process.

Public Works and Finance continue to work together to improve the budget process for

CIPs, ensuring committed -- but not spent or encumbered -- project budgets are carried over as part of the year-end close process to avoid any lapsing in funds. The carryover amounts are an imperative part of the committed project budgets and assist with accurately determining the fund balance of each funding source. The recommended action will “clean-up” those projects that were not properly carried over previously, as well as ensure the appropriations are accurately budgeted for future CIP projects, and will help avoid requesting unprogrammed funds to be utilized for existing project expenses.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

DISCUSSION:

N/A

SUMMARY:

Staff recommends that the City Council approve the amendment of the adopted Fiscal Year 2022-23 Capital Improvement Program (CIP) budget by increasing appropriations in the various accounts as listed in Attachment A, for a total of $26,645,218.

ATTACHMENT(S)

1. Attachment A - CIP Carryover, FY 21_22 - FY 22_23

NEXT STEPS:

N/A

ATTACHMENT A

CITY OF MONTEBELLO
CAPITAL PROJECTS EXPENDITURES BUDGET BY FUNDING SOURCE, CARRYOVER LIST
FISCAL YEAR 2022-2023

CP#	PROJECT #	PROJECT NAME	GL ACCOUNT #	FUNDING SOURCES	CIP BUDGET AS OF 8.18.222	Current Fiscal Year Budget	BUDGET NEED TO AMMEND
	100.102.10	Self Evaluation Report and ADA Transition Plan	215-99-7116	PROP C	87,655.00	8,920.00	87,655.81
	100.171.10	Systemic Safety Analysis Report Program, Measure R	220-99-7116	MEASURE R	224.00	-	14,895.06
	100.171.20	Systemic Safety Analysis Report Program, DOT	265-3002-2018-102-6040.10	SSARP	-	-	134,055.46
CP 890	100.191.10	Garfield Ave at Via Campo Ave. Bus Turnout	210-99-7116	PROP A	527,527.00	769,397.00	519,474.00
	100.280.10	Administrative Overhead, Prop C	215-PAYROLL	PROP C	300,000.00	193,500.00	106,500.00
	100.280.20	Administrative Overhead, Measure R	220-PAYROLL	MEASURE R	350,000.00	185,500.00	164,500.00
	100.280.30	Administrative Overhead, Prop A	210-99-PAYROLL	PROP A	350,000.00	100,000.00	250,000.00
	100.399.25	Taylor Ranch Bond Proceeds related projects, Taylor Ranch Park Inmprovements	100-99-929-7115	Taylor Ranch Bond		-	279,101.38
	100.400.10	Administrative cost, Measure M	222-PAYROLL	MEASURE M	100,000.00	81,100.00	18,900.00
CP 851	100.402.10	HSIP 3 Intersections Safety Improvements., HSIP	265-3015-2016-079-7116	HSIP	855,621.00	-	855,621.00
CP 851	100.402.20	HSIP 3 Intersections Safety Improvements., Prop C	215-99-7116	PROP C	609,273.00	200,000.00	409,273.00
CP 851	100.402.40	Various Intersection Improvements (HSIP Cycle7) PC851	220-99-7116	MEASURE R	85,000.00	-	85,000.00
CP 851	100.402.50	Various Intersection Improvements (HSIP Cycle7) PC851	200-99-6040.10	GAS TAX	294,486.00	-	294,485.50
CP 882/883	100.407.10	BEACH ST (VAIL TO 3RD STREET), RMRA	201-99-7116	RMRA	650,000.00	287,026.00	362,974.00
	100.433.10	Montebello Paving the Way, Measure R	220-99-7117	Measure R (Bond)		-	1,626,804.74
	100.433.20	Montebello Paving the Way, Measure M	222-99-7117	MEASURE M (Bond)		812,030.00	2,134,458.60
	100.433.30	Montebello Paving the Wayy, Prop C	215-99-7117	PROP C (Bond)		5,980.00	10,974,746.09
	100.434.10	ABM Facility Upgrades, General	100-99-932-6040.10	GENERAL ABM		-	374,594.13
	100.435.10	Transit Yard Relocation (Capital Reserve)	210-99-7116	PROP A	700,000.00	-	700,000.00
CP 891	100.436.10	Annual Sidewalk Improvement Program FY21-22	200-99-7116	GAS TAX	700,000.00	595,000.00	105,000.00
CP 891	100.436.20	Annual Sidewalk Improvement Program FY21-22	220-99-7116	Measure R	503,453.00	310,000.00	193,453.00
CP 891	100.436.30	Annual Sidewalk Improvement Program FY21-22	223-99-7116	TDA ARTICLE 3	46,547.00	-	46,547.00
CP 891	100.436.40	Annual Sidewalk Improvement Program FY21-22	201-99-6040.95	RMRA	500,000.00	-	500,000.00
CP 892	100.437.20	Slurry Seal Project FY21-22	222-99-7116	Measure M	350,000.00	300,000.00	50,000.00
CP 892	100.437.30	Slurry Seal Project FY21-22	220-99-7116	MEASURE R	160,000.00		160,000.00
CP 877	100.877.10	Citywide Catch Basin Connector Pipe Screen	229-99-6040.10	Measure W	20,000.00	-	32,179.00
CP 881	100.881.10	Various Street Improvement Project	200-99-7116	GAS TAX	-	35,745.00	15,000.00
CP 897	100.897.10	Hyrap Streets Project, RMRA	201-99-7116	RMRA	2,000,000.00	1,500,000.00	500,000.00
CP 897	100.897.30	Hyrap Streets Project, Measure M	222-99-7116	MEASURE M	600,000.00	-	600,000.00
CP 902	100.902.10	Traffic Signal Maintenance	215-99-7116	PROP C	200,000.00	-	200,000.00
CP 903	100.903.20	Lincoln Ave. (Montebello Blvd. to 18th St.) Traffic Calming	220-99-7116	MEASURE R	500,000.00	-	500,000.00
CP 903	100.903.30	Lincoln Ave. (Montebello Blvd. to 18th St.) Traffic Calming	223-99-7116	TDA ARTICLE 3	50,000.00	-	50,000.00
CP 905	100.905.10	Olympic Blvd. Complete Street Feasibility Study	201-99-7116	RMRA	300,000.00	-	300,000.00
	NO PROJECT	PROP A CAPITAL RESERVE (GREEN LINE STATION ENHANCEMENT)		PROP A	4,000,000.00	-	4,000,000.00
			TOTAL		**20,075,986.00**	**11,567,915.00**	**26,645,217.77**

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold Glasman, City Attorney

SUBJECT: **ADOPT RESOLUTION NO. 22-84 APPROVING PLANS AND SPECIFICATIONS FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO; APPROVING A CONTRACT WITH MCCARTHY BUILDING COMPANIES FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve final plans and specifications for the Montebello Driving Range Project – Topgolf Montebello ("Project") prepared by Aria Group Architects, Inc.; and

2) Approve the waiver of competitive bidding and find that McCarthy Building Companies is the only available and qualified contractor to provide the professional and construction services required to develop the Project; and

3) Approve and award a Guaranteed Maximum Price (GMP) Construction Contract to McCarthy Building Companies for construction and construction management services for the Project; and

4) Approve a Notice of Exemption for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder, and

5) Authorize the City Manager to make necessary non-monetary changes to the Construction Contract within the Guaranteed Maximum Price (not-to-exceed the net proceeds of the bonds) before execution; and

6) Authorize the City Manager to execute the Construction Contract in a form approved by the City Attorney;

7) Take any other additional actions necessary.

FISCAL IMPACT:

During its meeting on September 28, 2022, the City Council and Montebello Public Financing Authority held a public hearing and approved issuance and delivery of the Series 2022B Lease Revenue Bonds ("2022B Bonds"). The proceeds of the 2022B Bonds will be used to finance construction of the Montebello Driving Range Project – which will be known as Topgolf Montebello. The Project will be operated by a local subsidiary of Topgolf under a long-term lease agreement with the City that was also approved by the City Council on September 28, 2022. Topgolf will pay for all project costs, including the 2022B Bonds (i.e., improvement rent), plus the fair market value of the project space, through rent payments (i.e., base rent) to the City.

Once bonds are issued, proceeds will be used to reimburse all related design and construction costs for this project. Staff will return at a future City Council meeting to appropriate necessary funds in a Driving Range Project/Topgolf Montebello capital fund. No budget amendment is necessary at this time.

BACKGROUND:

Extensive detail and background on the City's efforts to address long-standing operating deficits and capital improvement needs of the Golf Course was provided in the staff report for the 2022B Bonds on September 28, 2022; and there is no need to reiterate the full history. The City's efforts in this regard culminated on September 28, 2022, with the City Council and Public Financing Authority approving issuance of the 2022B Bonds to finance the Project, as well as a lease agreement with Topgolf to operate the Project.

ENVIRONMENTAL IMPACT:

The reasonably foreseeable environmental impacts of the Project have been analyzed pursuant to the requirements of the California Environmental Quality Act ("CEQA") by way of that certain "Initial Study and Mitigated Negative Declaration for the Montebello Golf Couse Driving Range Relocation Project," dated December 12, 2019 (the "MND"). The MND concluded that, with mitigation, the Project would not result in any significant negative impacts to the environment, and the MND was approved by way of City of Montebello Planning Commission Resolution No. 6-22 in the manner required by CEQA, and a notice of determination was timely posted and published in the manner required by law. This action does not result in any new environmental impacts not previously

studied and analyzed and is action to implement the project so studied.

ANALYSIS:

The total design and construction budget for the Project is not-to-exceed $48 million, with the final budget for the Project being equal to the net proceeds of the 2022B Bonds.

Topgolf Montebello will be a 66,000 square foot Topgolf-branded commercial driving range and entertainment venue which is expected to include a full- service restaurant, event space, and other associated amenities. The Project will include, among other things: a three (3)-story driving range complex/structure with approximately 102 hitting bays; restaurant and entertainment amenities; outdoor seating/patio areas; a parking lot; a miniature golf course; and common facilities, including a driveway that provides access from Via San Clemente, on approximately 15 acres.

Groundbreaking for the Project is scheduled for early November 2022, and the current construction schedule for the Project is as follows:

Activity	**Milestone Date**
Groundbreaking	11/7/2022
City Utility Extension Completion	12/23/2022
City Common Drive Completion	8/25/2023
Substantial Completion	11/20/2023
Grand Opening	12/29/2023

The goal is for this Project to open approximately at the same time as the Golf Course Renovation Project, funding for which was approved at the September 14, 2022 City Council meeting.

The design and specifications for the Project have been prepared in close collaboration with Topgolf and meet the approval of the City Engineer.

Design Criteria
The new building is designed as a state-of-the-art golf, entertainment, and social gathering place that combines an exciting gaming experience with an upscale dining atmosphere. Topgolf provides a positive atmosphere where both family and friends can relax in an environment that is redefining sports and elevating entertainment.

The new building is a three-story, 66,000 square foot facility with 102 hitting bays and various retail, dining/bar, event/meeting spaces as well as kitchen and other operational and office spaces. The building's overall aesthetic is modern with intersecting planes of

building elements and welcomes guests with a carved-out entry volume. This entry is also the bold color against a simplistic color palette so patrons can easily find their way inside.

Building Envelope and Material Selection
The building will consist of a structural steel frame, concrete floor slabs, and metal stud wall framing with various exterior wall finishes. The exterior palate is composed of a metal composite material panel (MCM), exterior insulation finish system (EIFS), and Knotwood aluminum cladding. Within the field of EIFS, a contrasting horizontal EIFS strip is used as well as an argyle pattern to create additional interest within the overall building design. The first 14 vertical feet of the side of the building is clad with vertical aluminum cladding (Knotwood) to create a pedestrian scale for the three-story structure. Large spans of tinted glass express the building's function and allow views throughout the facility.

The outdoor patio provides patrons with a variety of seating along with additional landscape. The patio design includes a vast planting area to create a parklike setting against the building edge to soften the architecture as well as to help buffer sound with larger trees.

Each of the 102 temperature-controlled hitting bays includes two flat-screen TVs, a digital gaming panel, a dining table with chairs/sofas, golf clubs and a golf bag holder, a hitting mat, and a golf ball dispenser. Due to the nature of the golfing concept, one side of the facility is open-faced, allowing guests to hit golf balls into the outdoor outfield. Due to the open face of the facility and the elevated hitting areas, the building design includes safety netting meeting the standard for elevated helicopter platforms as determined by the United States Department of Transportation (USDOT) and the Federal Aviation Administration (FAA).

The roofing system is a white single-ply membrane specified to meet the Heat Island Reduction requirements. The roof and wall insulation specified exceeds the baseline/minimum code requirements. Exterior glazing efficiency and daylighting is optimized by selecting glass and frame assemblies to provide enhanced thermal and solar control. This provides an overall low U-value, solar heat gain (SHGC), and high visible light transmittance (VLT). Exterior glazing systems specified have thermally broken frame assemblies with insulated, low-E coating and tinted glass. Glazing located under the 20-foot plus Hitting Bay overhang is insulated, low-E coated clear glass. Exterior windows located in the Hitting Bay exterior walls (exterior exposed on both sides) have tinted glass.

Design Attributes
The building incorporates many features to support sustainability goals. Materials such as (but limited to):

- High reflectance white roofing membrane to reduce solar heat gain.
- Insulated, Low-E, and tinted glass to reduce energy use.
- No VOC (Volatile Organic Compounds) paints to improve air quality.

- Tile – Restroom Floors - 20% Pre-consumer recycled content
- ile – Restroom Walls – 35% Pre-consumer recycled content
- Tile – Main Bar die wall – 35.5% Pre-consumer recycled content
- Carpet – All Locations – 72% recycled content
- Ceiling Tile – Offices – 35% recycled content
- Ceiling Tile – Kitchen – 23% recycled content
- Woodwork/Trim – American Walnut – Reclaimed lumber 100% recycled
- Vinyl Tile Back-of-House – 18% Pre-consumer recycled content
- Plastic Laminate – Office Counters – 30% Post-consumer recycled content

Proposed Contractor – McCarthy Building Companies
Because the Driving Range Project will be initially operated by Topgolf, it will be designed and operated as a prototypical Topgolf venue and must meet its proprietary standards and specifications.

As clear from its description above, the Project is complex and multi-faceted from a construction standpoint, as it implicates a variety of design and construction-related disciplines. There are also very few competitors in this market sector, meaning few design professionals or general contractors have experience developing like-facilities. As an example, there are currently more than seventy (70) Topgolf venues operating in the United States, and more than sixty-five (65) of them were designed and constructed by ARCO/Murray Design Build ("ARCO / Murray"). Based on representations provided by Topgolf, the facilities designed or developed by other contractors all experienced cost overruns, scheduling delays, or quality control issues resulting from the lack of experience on similar projects.

Given the significance of the Project to the success of the Golf Course Rehabilitation Project, the City's two hotels, and the Project's unique design / construction challenges, staff recommends the City Council waive competitive bidding and award the contract to a qualified contractor with demonstrated success on similar projects. As explained in the attached legal opinion, this Project presents one of the unique circumstances in which competitive bidding would not work to advance the public interest, and the quality and nature of services required more closely resemble professional services than typical construction work. (Attachment C).

The City Council made a similar determination when it adopted Resolution No. 21-94 on November 10, 2021, finding that, based on its significant experience designing and developing nearly all Topgolf venues in the domestic Unites States, awarding a contract to ARCO / Murray was appropriate. Since that time, however, ARCO / Murray has advised the City that it is not available to proceed with constructing the Project. With Topgolf's consent, ARCO / Murray proposed to assign the completed plans and specifications to McCarthy Building Companies of Newport Beach, which would proceed with providing construction and construction management services for the Project.

McCarthy Building Companies was established in 1864 and is one of the largest and most active contractors in the United States with 17 regional offices, and with clear

demonstrated professional and financial capacity to complete the project. After ARCO / Murray, McCarthy is also the next most experienced contractor in the United States on Topgolf venues, and in recent months completed construction of Topgolf's new location in the City of El Segundo. This project was completed on-time, within budget, and shares many similarities with Montebello's Driving Range Project including market region, size, building type, and close proximity to an operating golf course.

Based on these facts and circumstances, staff believes that awarding a contract to McCarthy for development of the Project is consistent with applicable law and in the best interests of the City. A resolution setting forth the applicable facts and circumstances of the award, and approving the proposed Construction Contract with McCarthy, is attached for the City Council's consideration.

Next Steps
If the City Council approves the recommended action, staff would proceed with finalizing the transaction documents and proceeding with overseeing the financing and construction of the Project as approved.

DISCUSSION:

N/A

SUMMARY:

Upon approval of the recommendation action, staff will proceed with finalizing the Construction Contract with McCarthy Building Companies, and following execution of the Construction Contract, coordinate the initiation and progress of the Project moving forward.

ATTACHMENT(S)

1. Attachment A - Construction Contract
2. Attachment B – Proposed Resolution No. 22-84
3. Attachment C - Justification for Competitive Bidding Waiver

NEXT STEPS:

N/A

Attachment A

Construction Contract [to follow under separate cover]

RESOLUTION NO. 22-84

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING SOLE SOURCE PROCUREMENT FOR THE AWARD OF CONSTRUCTON CONTRACTS FOR THE PROPOSED MONTEBELLO GOLF COURSE DRIVING RANGE PROJECT, AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

WHEREAS, the City of Montebello ("City") is the owner in fee simple of that certain parcel of real property comprised of approximately 118 acres and located at 988 Via San Clemente, City of Montebello, California (the "Golf Course");

WHEREAS, the Golf Course was acquired by the City for "public golf course purposes" by way of a quitclaim deed dated November 12, 1941, as further evidenced by Resolution No. 1026 of the City Council adopted on December 1, 1941, accepting the quitclaim deed for such public purposes, and the Golf Course has since proudly served patrons for decades and remains an important amenity for residents and visitors;

WHEREAS, the Golf Course presently offers an 18-hole public championship course, driving range, and related golf amenities that were last remolded in 1999 and that, due to the passage of time, are now in need of significant upgrades and modernization;

WHEREAS, by way of that certain "Initial Study and Mitigated Negative Declaration for the Montebello Golf Couse Driving Range Relocation Project," dated December 12, 2019 (the "MND"), the City has analyzed the feasibility and potential environmental impacts of implementing a driving range modernization and relocation project (the "Project") on a portion of the Golf Course anticipated to be incorporated into a redesign and rehabilitation of the remainder of the Golf Course;

WHEREAS, the City has approved finding to finance the Project in the form lease revenue bonds ("Bonds") issued by the Montebello Public Financing Authority ("Authority"), and because the City lacks the specialized knowledge and experience needed to design and operate the Project, the City has approved a lease agreement with Topgolf USA, MB ("Lessee") for Lessee's provision of proprietary design expertise and support in connection with the City's design and construction of the Project, and following construction for Lessee's operation of the Project for the lease term, and rent payments paid by Lessee being used to pay all costs of the Project and bonds;

WHEREAS, in anticipation of contracting for the professional and construction services necessary to develop the Project, the City has reviewed the laws and regulations governing the solicitation, procurement and contracting of such services for purposes of identifying the mechanism that best serves to advance the City's goals and public interest;

WHEREAS, the legislative purpose of the Public Contract Code's competitive

bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption in the awarding of public contracts, and ultimately to deliver a quality project to the public for a reasonable price, but California law recognizes exceptions and limitations to bidding requirements in circumstances where bidding would work an incongruity and not impact the final result, would not produce and advantage, or where it is practically impossible to obtain the goods, services, or product requested by the agency from another source (see, e.g. *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631);

WHEREAS, the Project will be complex and multi-faceted from a construction standpoint, as the proposed facility is unique and implicates a variety of proprietary design and construction-related disciplines, and there are few competitors that operate similar driving range entertainment facilities which means that few design and construction professionals that have actual experience in the design and development of venues similar to the proposed Project;

WHEREAS, based on these factors, and after consideration of the staff report, legal opinions, presentations, public comments, and other evidence submitted in connection with this matter, the City Council finds it appropriate to adopt this Resolution setting forth the facts and findings justifying the waiving of competitive bidding and the awarding of a contract for the design and construction of the Project.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF MONTEBELLO HEREBY FIND, DECLARE AND RESOLVE AS FOLLOWS:

SECTION 1. Based upon the staff report, legal opinions, presentations, public comments, and other substantial evidence submitted in connection with this matter, the City Council finds and declares that the foregoing recitals are true and correct and incorporated into this Resolution as a material part hereof; and based upon such matters, the City Council makes the additional factual findings and declarations set forth below.

SECTION 2. In consideration of the facts and circumstances set forth in this Resolution and the substantial evidence referenced above, the City Council hereby finds and declares that the solicitation for competitive bids or proposals for the work of constructing and providing professional management and design services relating to the Project would be undesirable, impractical, or impossible, and would be contrary to the legislative objectives for requiring competitive bidding because it would not impact the final result under the circumstances presented, would not produce any advantage to the public or the only qualified contractor, and it is practically impossible for the City to obtain the necessary services of comparable quality from an alternative source.

SECTION 3. The City Council approves the plans and specifications for the Project as are on file in the office of the City Engineer, with the final version being most recently stamped as approved by the City Engineer.

SECTION 4. The City Council hereby waives competitive bidding and approves a contract with McCarthy Building Companies for construction and professional construction management and design services for the Project in the form substantially submitted herewith ("Construction Agreement"), with the guaranteed maximum price of the Construction Agreement not to exceed the net construction proceeds of the Series 2022B Bonds that were issued for the Project ("GMP"). The City Manager is authorized to make necessary non-monetary changes to the Construction Contract within the GMP, and the City Manager is authorized to execute the Construction Contract on behalf of the City in a form approved by the City Attorney.

SECTION 5. CEQA. The City has analyzed the reasonably foreseeable environmental impacts of the Project pursuant to the requirements of the California Environmental Quality Act ("CEQA") by way of that certain "Initial Study and Mitigated Negative Declaration for the Montebello Golf Couse Driving Range Relocation Project," dated December 12, 2019 (the "MND"). The MND concluded that, with mitigation, the Project would not result in any significant negative impacts to the environment, and the MND was approved by way of Planning Commission Resolution No. 6-22 in the manner required by CEQA, and a notice of determination was timely posted and published in the manner required by law. The Construction Contract merely implements the Project as previously analyzed. The City Council approves a Notice of Exemption therefor and authorizes the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption. This Resolution shall repeal, replace, and supersede Resolution No. 21-94 approved on November 10, 2021.

APPROVED AND ADOPTED this 12th day of October 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-84 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 12th day of October 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

TO: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Financing Authority Governing Board

FROM: René Bobadilla, P.E., City Manager/Executive Director
Arnold M. Alvarez-Glasman, City Attorney / Authority Counsel

BY: Arnold M. Alvarez-Glasman, City Attorney
Christopher G. Cardinale, Senior Partner

SUBJECT: **Sole Source Justification for Construction Contract with McCarthy Building Companies *for the Montebello Topgolf Facility***

DATE: **October 12, 2022**

EXECUTIVE SUMMARY

In connection with the complete redesign and rehabilitation of the existing Montebello Golf Course ("Golf Course" or "Course"), the City is considering a partnership with Topgolf USA ("Topgolf") to develop and operate a three (3)-story driving range and entertainment facility on a portion of the existing Course. If approved by the Montebello City Council ("City Council") and the governing board of the Montebello Public Financing Authority ("PFA"), construction of the facility will be financed by lease revenue bonds issued by the PFA, and after construction the facility will be operated by Topgolf under a lease agreement with the City.

The project is complex from a design and construction standpoint. Given the various public investments that hinge on success of the project, and the fact that McCarthy Building Companies is the only available design-build contractor with experience on similar projects, staff believes the City Council has the authority to award a "design-build" contract to McCarthy without competitive bidding.

PROJECT BACKGROUND

The City has owned and operated the Montebello Golf Course for nearly 100 years. The eighteen (18)-hole championship course covers approximately 120 acres and is located adjacent to the State Route 60 Freeway ("SR 60") at 901 Via San Clemente, City of Montebello. The Course is located just minutes from Downtown Los Angeles, is an important recreation amenity to the community, and is integral to success of the other City-owned facilities located on the "Golf Course Campus."[1]

Unfortunately, however, the Golf Course was last remolded in 1999 and lacks many of the modern upgrades, facilities, and amenities patrons have come to expect from competing courses in the region. As a partial result, the Golf Couse has operated at a deficit for the past several years which has required the City's General Fund to subsidize millions in operating and maintenance

[1] These City-owned facilities include the Quiet Cannon Conference Center, the Montebello Hilton Garden Inn, and the Montebello Home2Suites Hotel.

costs. Though recent operational changes made by the City have narrowed projected future deficits, the revenues generated by the Course remain short of those needed to finance the significant capital improvement and deferred maintenance needs of the Course. The insolvency of the Golf Course was significantly featured in a 2018 State Audit of the City's finances, and the State Auditor recommended the City take action to terminate its ongoing reliance on the General Fund.

Facing these circumstances, the City spent significant time and effort analyzing options for reversing cash flow trends of the Golf Course while maintaining the recreational amenity for the community. The result of these efforts is a proposal to completely redesign and rehabilitate the existing Course with a two (2)-part development: (1) construction and operation of a new driving range and entertainment complex on 18-acres of the existing Course (the "Driving Range Project"); and (2) redesign of the remaining Course with a new 9-hole golf course with improved amenities and features ("New Course Project"). The two (2) adjacent projects will be separately financed and operated but have common elements: they are similar in financing structure, their operations are expected to be complimentary, and the projects will share in the use and cost of certain infrastructure and utilities.

More specifically, the New Course Project will be financed with lease revenue bonds issued in partnership with the PFA; which were approved in a joint meeting of the City Council and PFA on September 14, 2022 (the "New Course Bonds"). Debt service on the New Course Bonds will be paid in the form of rent payments made by the City in exchange for the right to operate the New Course following construction.

Though the City has experience operating golf courses, early in the planning process the City realized that it lacked the requisite knowledge and experience needed to successfully design and operate the Driving Range Facility. Accordingly, the City sought interest from industry professionals and quickly identified Topgolf USA as the leader in the market. After lengthy negotiations the parties reached an agreement on the terms and conditions by which Topgolf will operate the Driving Range Project under a lease agreement with the City ("Topgolf Lease").

The Driving Range Project is expected to be financed by means similar to the New Course: lease-revenue bonds issued by the PFA will finance construction ("Driving Range Bonds"), and Topgolf will operate the completed project pursuant to the Topgolf Lease. The Topgolf Lease will remain in effect for at least 20 years (a period of time equal to debt service on the Driving Range Bonds), and rent paid by Topgolf will be used to make bond payments. In addition, Topgolf will issue a corporate financial guarantee for all rent due during the minimum 20-year term, and all construction and bond costs – plus the fair market value of the leased area – will be paid by Topgolf under the terms of the Topgolf Lease.

Though separately financed and operated, the two (2) projects are not being pursued in isolation. As explained in the agenda report for the New Course Bonds, the City expects base rent payments paid by Topgolf under the Topgolf Lease, together with new tax revenues generated by its operation of the Driving Range Project, to more than cover debt service on the New Course Bonds. Additionally, the two (2) projects allow the City to retain the Golf Course as a recreational and entertainment amenity for the community in a manner that creates positive cash-flow expectations, and is expected to increase demand and usage of the adjacent City-owned hotels and conference center. In these ways, among others, success and viability of the two projects are linked with broad public and financial interests, and are expected to create new local jobs and recreational opportunities benefiting the community for years to come.

THE DRIVING RANGE FACILITY

Topgolf's experience and capacity to operate the Driving Range Project is well-established. Topgolf is a global sports entertainment company headquartered in Dallas, Texas, and is the industry leader in the driving range entertainment industry. It currently operates more than seventy (70) proprietary locations throughout the United States with other locations in the United Kingdom, Australia, Mexico, and Dubai. Topgolf venues feature climate-controlled hitting bays for year-round play, food, beverage, music and HDTVs on which various sports games are shown (*e.g*. football, basketball and golf), and proprietary technology that tracks play and provides interactive gaming. Topgolf facilities also offer golf lessons, leagues, and tournaments, and their venues are popular hosts for concerts, corporate and social events.

Because the Driving Range Project will be initially operated by Topgolf, it will be designed and operated as a prototypical Topgolf venue. Based on the most recent plans and specifications, the project will include (among other amenities): a three-story high-tech and climate-controlled driving range complex with approximately 102 hitting bays; a 215-yard "outfield" with 11 in-ground targets, technology, and infrastructure that are proprietary to Topgolf; state-of-the-art kitchens with capacity to serve a complete food and beverage menu to all hitting bays and guests of the numerous restaurant and bar areas available to the public generally; indoor and outdoor seating for patrons; themed and golf-related retail sales; private and corporate event hosting and office space; and new surface parking offering between 450 and 500 spaces. In addition, and unique to Topgolf Montebello, the facility will include an adjacent miniature golf course designed and operated under the Topgolf brand.

The Driving Range Project will be complex and multi-faceted from a construction standpoint, as it implicates a variety of design and construction-related disciplines. There are also very few competitors in this market sector, meaning few design professionals or general contractors have experience developing like-facilities. As an example there are currently more than seventy (70) Topgolf venues operating in the United States, and more than sixty-five (65) of them were designed and constructed by *ARCO/Murray Design Build* ("ARCO / Murray"). Based on representations provided by Topgolf, the facilities designed or developed by other contractors all experienced cost overruns, scheduling delays, or quality control issues resulting from the lack of experience on similar projects.

OPTIONS FOR CONTRACTING THE DESIGN AND CONSTRUCTION OF THE DRIVING RANGE FACILITY

Given the significance of the Driving Range Facility to the success of the adjoining projects, and its unique design / construction challenges, staff carefully scrutinized the options for contracting for its design and construction in a manner consistent with California law.

The Driving Range Project is a "public project" within the meaning of California's Public Contract Code ("PCC"),[2] which means any contracts awarded by the City for its construction must generally be awarded to the "lowest responsible bidder" after a sealed competitive bidding process.[3] A "responsible bidder" in this context is a contractor that is able to perform the contract if awarded, meaning a bidder's proposal must demonstrate the appropriate licenses, skills, quality, capacity,

[2] Public Contracts Code § 20161 defines a "public project" with reference to various categories including "project(s) for the erection, improvement, painting, or repair of buildings and works. The Driving Range Project will be developed on City-owned property, will be financed with the proceeds of bonds issued by the Authority, and following construction will be owned by the City.
[3] Public Contracts Code § 20162.

and experience to perform the contracted work.[4] To ensure bidders are responsible, cities may require prospective bidders submit to a prequalification or screening process before they are qualified to submit a bid for the scope of work;[5] or alternatively, require that qualified bidders have developed a specified number of similar projects in the recent-past to demonstrate competence and capacity.

The Public Contract Code also allows cities to utilize the "design-build" process to complete public works projects by a process that allows cities to contract with a single firm for both the design and construction of the work of public improvement.[6] The "design build" process may be utilized to develop public buildings, improvements, and parks and recreational facilities,[7] and gives cities broader discretion to select among potential contractors. Indeed only three (3) specific evaluation criteria must be considered in the aggregate when selecting among design-build contractors: (1) price, unless a stipulated sum is specified; (2) technical design and construction expertise; and (3) life-cycle costs over fifteen (15) or more years.[8] An agency's organizational conflict-of-interest policy must be applied to design-build contractors,[9] meaning firms that assist an agency with initial planning or development of a project are prohibited from competing for the ensuing construction contract if the firm either has a competitive advantage over other proposers, or if its prior involvement would impair the firm's objectivity.[10]

Though competitive bidding for public works contracts is the statutory norm, there are several well-established exceptions. As relevant here, these exceptions excuse competitive bidding where the nature of the contract is such that competitive proposals would be unavailing or would not produce an advantage, and accordingly the use of a competitive bidding process would be undesirable, impractical, or impossible.[11] This exception is clearly established in California laws and is founded in the legislative objectives for requiring competitive bidding for public projects in the first place: to prevent the waste of public funds, obtain the best economic result for the public, and guard against favoritism, improvidence, extravagance, fraud and corruption.[12] California courts have recognized that these legislative goals are not advanced – and thus competitive bidding is not required – in circumstances where bidding would work an incongruity and not impact the final result, would not produce any advantage, or where it is practically impossible to obtain the goods, services or product required by the agency from alternative sources.[13]

This "sole source" exception to competitive bidding requirements has been recognized in a variety of circumstances relevant here, including: the purchase of services and products or the construction of public improvements where no advantage would result from competitive bidding; contracts for personal services that depend upon a peculiar skill or ability; contracts for experimental or unique products and/or services; and contracts for the acquisition or disposition of property for a particular use or with a special value to one person.[14]

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[4] *Id*. at § 1103.
[5] *Id*. at § 20101. See also Cal. Labor Commissioner's Model Questionnaire for Prequalification of Contractors on Public Works Projects.
[6] *Id*. at §§ 22160-22169.
[7] *Id*. at §§ 22161(b); 22162(a).
[8] *Id*. at § 22164(f).
[9] *Id*. at § 22162(c).
[10] This rule stems from, *inter alia*, Government Code § 1090 as applied to consultants that contract with a public agency.
[11] *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 636.
[12] *Id*. at 636.
[13] *Id*. at 636, 637.
[14] *Ibid*.; see also *Los Angeles Gas & Electric Corporation v. Los Angeles* (1920) 188 Cal. 307 (sole source for electrical power); *Los Angeles Dredging Company v. Long Beach* (1930) 210 Cal. 348 [sole source when dredging pipes could only be rerouted by the onsite dredging company]; *Hodgeman v. City of San Diego* (1942) 53 Cal.App.2d 610 [sole source for a parking meter]; *County of Riverside v. Whitlock* (1972) 22 Cal.App.3d 863 [public utility]; *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161 [competitive bidding requirements for school districts are strictly

Another exception to competitive bidding requirements applies to professional services agreements; which must be awarded based on demonstrated competence and capacity to perform the services required.[15] What qualifies as a "professional service" is not strictly defined by the legislature, but is generally understood as applying to areas requiring specialized knowledge, training, or skill, usually of a mental or intellectual nature; and does not always require a specialized license or certification.[16] The "professional services" exemption gives local agencies the ability to enter into contracts for services which require a specialized level of skill, knowledge, and training, especially in instances where awarding such a contract to the lowest bidder could produce undesirable results.[17]

AWARDING A "SOLE SOURCE" OR "PROFESSIONAL SERVICES" CONTRACT FOR DEVELOPMENT OF THE DRIVING RANGE PROJECT

Applying the above-concepts to the Driving Range Project leads staff to conclude that awarding a contractor for the design and construction of the Driving Range Project on the basis of a "sole source" or "professional services" determination is justified.

The City Council agreed with this determination when it adopted Resolution No. 21-94 on November 10, 2021, finding that, based on its significant experience designing and developing nearly all Topgolf venues in the domestic Unites States, awarding a "sole source" contract to ARCO / Murray for design and construction of the project was appropriate. Since that time, ARCO / Murray has diligently proceeded to finalize design, plans and specifications for the Driving Range Facility ("Plans and Specifications").

Subsequent to the City Council's sole source determination, however, the City has recently learned that ARCO / Murray is no longer available to proceed with constructing the project. Instead, ARCO / Murray has proposed, with Topgolf's consent, to transfer the Plans and Specifications to McCarthy Building Companies of Newport Beach, California ("McCarthy"); after which ARCO / Murray would withdraw from the project and McCarthy would proceed its construction.

McCarthy Building Companies was established in 1864 and is one of the largest and most active contractors in the United States with 17 regional offices; and with clear demonstrated professional and financial capacity to complete the project. After ARCO / Murray, McCarthy is also the next most experienced contractor in the United States on Topgolf venues, and in recent months completed construction of Topgolf's new location in the City of El Segundo. This project was completed on-time, within budget, and shares many similarities with Montebello's Driving Range Project including market region, size, building type, and close proximity to an operating golf course.

Based on these facts and circumstances, and for reasons similar to the City Council's previous "sole source" determination on this project, staff believes that awarding a contract to McCarthy

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constructed by the courts, but they should not be applied to "deny the public entity's authority to deal with problems in a sensible, practical way."].)

[15] The City has broad discretion to contract for professional design support and proprietary professional operating services through its power to award professional services contracts based on demonstrated capacity and experience, or through its authority to lease city-owned property for recreational or other legitimate purposes. (Gov't Code §§ 4526, 37103, 53060; *Carruth v. City of Madera* (1965) 233 Cal.App.2d. 688; *Hubbard v. City of San Diego* (1976) 55 Cal.Appl.2d 380; Cal. Const. art XI, § 5; Gov't Code § 37396(a) [recreational leases].)

[16] *Fair Education Santa Barbara v. Santa Barbara Unified* (2021) 72 Cal.App.5th 884, 898.

[17] *Id*. at 899.

for design and construction of the Driving Range Project is consistent with appliable law and in the best interests of the City. Specifically:

- Using the standard sealed competitive bidding process to select a general contractor for the project would be unavailing, as ARCO/Murray is unavailable to construct the project, and McCarthy is the only other contractor with the experience needed to satisfy the "responsible bidder" threshold, having recently completed a similar facility on-time and on-budget. The size, scale, and complexity of the Driving Range Project justifies the City imposing a requirement that qualified contractors have past recent experience on similar projects.

- The statutory "design build" contract award process would lead to the same result: McCarthy is the only contractor, aside from ARCO / Murray, with the necessary technical design and construction experience on similar projects, and thus has an insurmountable experiential advantage when it comes to selecting among candidates for a design-build contract for the Driving Range Project. Similarly, awarding McCarthy a contract for all design and construction work would not create an unfair competitive advantage over other proposers as they are the only contractor with the requisite knowledge and experience to perform the required scope of work; and in fact recently completed a very similar project in El Segundo.

- The complexity, uniqueness, nature, and size of the Driving Range Project render its design and construction far-more complex than a standard public work of improvement, and on the whole are sufficiently unique and special that the City is unable to obtain them from alternative public sources. In such circumstances where the nature of a contract is that competitive proposals would not produce an advantage; the City is free to contract with the most experienced and qualified source for those services.

- Given the various considerations relaying on the long-term success of the Driving Range Project, including the City's other investments in the vicinity, the public has a greater interest in ensuring the project is designed and constructed in a high-quality matter, on time and on budget, than the public does in making sure the project is completed for the lowest possible price. In such circumstances, the public interest is not favored by competitive bidding and the City may award to the most qualified and responsible contractor.

- Soliciting competitive proposals for construction of the Driving Range Project would result in a number of undesirable results including the unnecessary waste of time and resources, increased risk of contracting with parties lacking the capacity to perform the work, increased potential for cost overruns and time delays, and the potential breach of third-party agreements relating to financing, construction and operation of the projects. Competitive bidding would also be fruitless under the circumstances as it would not impact the final result of the bidding process, as McCarthy is the only available contractor with demonstrated relevant experience on similar projects, the only contractor authorized to receive and use the Plans and Specifications, and it is impossible for the City to acquire similar services from a different service provider.

As a final consideration, staff notes that no public funds will ultimately be applied to design, construction, or operation of the Driving Range Facility. Though the transaction documents have not been approved by the City Council or PFA, the Sublease is structured such that during the term of the Sublease, Topgolf pays any and all costs of design and construction of the facility, as well as any interest or cost of issuance associated with the Driving Range Bonds. Under similar

circumstances, courts have recently deemed competitive bidding requirements of the public contracts code inapplicable.[18]

McCarthy is also clearly qualified to perform the scope of work, has served clients from coast-to-coast in a wide array of industries and has an in-house team of expert engineers, project managers, superintendents, modelers, and architects. McCarthy will provide a "not to exceed" price for comprehensive design build services related to the Driving Range Project, which staff will review in context of market norms for like professional services and projects of analogous scope and complexity, and the contract and cost thereof would be subject to the future approval and discretion of the City Council.

In consideration of the foregoing, staff believes that the City would be justified awarding a "sole source" contract to McCarthy Building Companies for design and construction work needed for the Driving Range Project.

CONCLUDING REMARKS

In the event the City Council desires to proceed with the award of a contract to McCarthy Building Companies and waive competitive bidding requirements, staff recommends the City Council adopt a resolution setting forth the facts, findings and circumstances justifying the determination in connection with the contract award.

[18] *SG Blocks, Inc. v. Hola Community Partners*, 521 F.Supp.3d 881 (C.D. Cal. 2021).

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AUTHORIZE DISPOSITION OF SURPLUS GOLF CARTS AND EQUIPMENT**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize Recreation and Community Services Department staff to sell, auction, donate, dispose of, or transfer golf carts and equipment per the established Capital Asset Policy, No. VI-C-3; and

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

FISCAL IMPACT:

There is no direct fiscal impact for the action item. Upon evaluation of the surplus golf carts and equipment, staff will determine if the capital assets should be transferred, sold, auctioned, disposed of, or donated in a manner which will best serve the "common benefit" of the City and its constituents. Any monies received from asset sales or auctions will be placed in the Golf Course Fund (Cost Recover Account No. 610-99-3660).

BACKGROUND:

The City of Montebello maintains a fleet of golf carts and maintenance equipment available for use at the Montebello Golf Course. When capital assets have exceeded

their useful life and/or are no longer appropriate for use, the staff engages in a process to dispose of the assets. City of Montebello Administrative Policy: Capital Asset Policy, No. VI-C-3 provides the guidelines and the process for dispositioning vehicles and other capital assets.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

DISCUSSION:

The City of Montebello possesses eighty-five (85) Ez-Go golf carts that are no longer in use due to the closure of the Golf Course. The City currently leases the golf carts from PNC Equipment Finance LLC. The golf cart lease with PNC Equipment Finance LLC began in February of 2019 and will end in February of 2023, when the final lease payment is made. As a part of the lease agreement, the City has the option to purchase all golf carts for $1.00 upon expiration of the lease term. Staff plans to exercise this option by purchasing the golf carts. This purchase will allow the City greater flexibility to find the best use of the fleet, after declaring the carts as surplus property, in accordance with the aforementioned Capital Asset Policy.

Recreation and Community Services Department staff will conduct an assessment to determine the best disposition option for each golf cart, and based upon these findings, proposes to keep 15-20 carts for use by various City Departments. Per the Capital Asset Policy, options for the remaining carts include selling, discarding, or donating. Staff desire to donate other useful operating carts to Montebello-based non-profits (schools, churches, service organizations) and sell them to local businesses. To do so, staff in conjunction with the City Attorney's Office will create an application process for local non-profits/businesses, in good standing, to be considered for distribution of a golf cart. City staff will sell or auction any useful operating carts that remain after all requested and authorized donations are made. The City Manager and City Attorney's Office will also review and approve any necessary waivers and/or general release agreements pertaining to the donation or sale of the carts.

In addition, the City owns twenty-four (24) pieces of equipment (Attachment A - Asset List), previously used for Golf Course maintenance. This includes several mowers and utility vehicles that are at least twenty (20) years old. City staff have thoroughly reviewed and inspected the maintenance equipment and determined that any repairs or replacements would not be a worthwhile investment. Therefore, the maintenance equipment will be sold or disposed of as they are no longer in use and have surpassed their useful life.

SUMMARY:

The City possesses eighty-five (85) golf carts and twenty-four (24) pieces of maintenance equipment that are no longer in use or beyond their useful life. Staff recommends that the City Council consider authorizing the Recreation and Community Services Department staff to transfer, sale/auction, dispose, or donate these assets per the established Capital Asset Policy, No. VI-C-3.

ATTACHMENT(S)

1. Attachment A - Asset List

NEXT STEPS:

N/A

JACOBSEN TURFCOR TO 28D #708604

JACOBSEN 10 W-30 MODEL D662 SERIL #8E2209

JACOBSEN LF 3800 4WD #708603

JACOBSEN GROOM MASTERLL #88010 #01829

SMITHCO SWEEP STAR 60 #708617 APRIL 2008

METE R MATIC III TOPDRESSER #55760

JACOBSEN HR 9016 CAB #07093-734 SER# 146052621007

JACOBSEN AR522 4WD 5TRRRIMTEK 68232 01751 CITY # 16015

CUSHMAN SPRAYTEK #708636 SRL# 2380489 APRIP 2006

JACOBSEN AR3 #GC46 SERIAL # 1EF1836

JACOBSEN GREEN KING D #708600 SRL# 04760. APRIL 200

METE-R-MATIC TOPDRESSER #757

CUSHMAN HAULER 1500 3. #708609 JAN 2000

EZ GO MPT 1200 #606952

DITCH WITCH WISCONSIN #C99

JOHN DEERE 800 AERCORE #708642

JOHN DEERE GATOR 01 #708653. JAN 2005

JACOBSEN GREENS KING #708 677

JACOBSEN GREENS KING D CITY# 10455

BROUWER TURF EQUIPMENT TOW BEHIND

STREET SIGN

EZ- GO WORK HORSE HR1200 #708640

TORO WORKMAN

BUFFALO TURBINE #708636

CALIFORNIA
317926

ITEM # 18

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Paul Espinosa, Police Chief

SUBJECT: **APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the use of grant funding awarded to the Montebello Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT23048, in the amount of $122,000; and

2) Amend the Fiscal Year 2022-23 budget and increase expense appropriations by $122,000 in grant Account No. 265-8013-800-5010.10, 6010.40 and 6020, Grants, OTS-STEP Grant, (Overtime, Machinery ad Equipment and Travel and Meetings); and by $122,000 in revenue Account No. 265-99-4198.97 (Grants, Miscellaneous Grants – OTS Grants); and

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

FISCAL IMPACT:

The City of Montebello by and through the Montebello Police Department is being awarded $122,000 from the OTS-STEP Grant Program (“Grant”). Although the City must pay upfront costs, all related, authorized, expenditures will be reimbursed by the Grant on a quarterly basis for an amount up-to- $122,000.

The funds are to be distributed to a specific OTS-STEP account which will reflect the following budget (Account No. 265-8013-800):

1. Personnel Costs-Overtime (5010.10)		$100,100
2. Travel Expenses (6020)		$3,010
3. Other Direct Costs (6040.40)		$18,890
	TOTAL:	$122,000

The City Council is being asked to amend the FY 2022-23 budget by increasing appropriations by the above amounts. In addition, Account No. 265-99-4198.97 (Grants, Miscellaneous Grants, OTS Grants) will be increased by $122,000 to recognize the revenue once drawn down.

BACKGROUND:

On September 26, 2022, the Department was awarded an OTS-STEP Grant in the amount of One Hundred Twenty-Two Thousand Dollars ($122,000). The time period of the Grant is October 1, 2022, to September 30, 2023. Funding from this Grant has been approved for traffic operations and other miscellaneous traffic and checkpoint supplies.

The Department has primarily focused on reducing alcohol and speed-related collisions. Through the use of educational campaigns that focus on traffic safety topics such as distracted driving and primary collision factors, the Department will continue to educate the community on the importance of safe driving practices. The Department is currently expanding staff in the traffic unit, adding traffic safety equipment, and expanding training opportunities.

The Department’s goal is to use the Grant funds towards the enforcement of traffic laws, educating the public on traffic safety, and providing varied and effective means of reducing fatalities, injuries, and economic losses from collisions. These tasks will be achieved through a focused traffic enforcement plan utilizing operations that are data driven and that our Department has the capacity to complete.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

Best practice strategies will be implemented to reduce the number of persons killed and injured in crashes involving alcohol and primary collision factors that are prevalent in the City including speeding, tailgating, illegal U-turns, and stop sign violations. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational

presentations on topics that may include: child passenger safety, occupant protection, and safe senior driving practices. These strategies and campaigns are advertised on the City's website and social media platforms with the goal of capturing the communities' attention to encourage safe driving practices.

DISCUSSION:

N/A

SUMMARY:

The Department has been awarded a STEP Grant from OTS in the amount of $122,000. The Grant award will enable the Department to conduct traffic safety and enforcement operations. As a result of the award of these reimbursable grant funds, the Department is able to deploy officers and conduct high-visibility traffic campaigns. The support of the OTS-STEP Grant will aid in these goals and expand the Department's efforts.

The Montebello City Council is being asked to authorize the proposed use of the Grant as further outlined in the attached Grant Agreement (PT23048) and amend the FY 2022-23 budget by increasing appropriations by $122,000 in grant Account Number 265-8013-800-5010.10, 6010.40 and 6020, (Grants, OTS-STEP Grants, Overtime, Travel and Meetings, and Machinery and Equipment (see table above for exact dollar allocation) and by $122,000 in revenue Account No. 265-99.4198.97 (Grants, Miscellaneous Grants - OTS Grants).

ATTACHMENT(S)

1. Attachment A - State of California - Office of Traffic Safety - Grant Agreement PT23048

NEXT STEPS:

N/A

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Montebello

3. Grant Period
From: 10/01/2022
To: 09/30/2023

4. AGENCY UNIT TO ADMINISTER GRANT
Montebello Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $122,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Vanessa Padilla Nava
TITLE: Grants and Project Administrator
EMAIL: vpadilla@cityofmontebello.com
PHONE: (323) 887-1238
ADDRESS: 1600 W. Beverly Blvd.
Montebello, CA 90640

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Paul Espinosa
Chief of Police
pespinosa@cityofmontebello.com
(323) 887-1212
1600 W. Beverly Blvd.
Montebello, CA 90640

(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: Michael Solorza
Director of Finance
msolorza@cityofmontebello.com
(323) 887-1412
1600 W. Beverly Blvd.
Montebello, CA 90640

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: M8MYZCCFENF8 REGISTERED ADDRESS: 1600 West Beverly Blvd CITY: Montebello ZIP+4: 90640-3932

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-23	20.608	0521-0890-101	2022	43/22	BA/22	$75,000.00
402PT-23	20.600	0521-0890-101	2022	43/22	BA/22	$47,000.00
				AGREEMENT TOTAL		**$122,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$122,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$122,000.00**

1. PROBLEM STATEMENT

The City of Montebello is a bustling and charming community located in Los Angeles County. Traffic volume is heavy throughout the city for several reasons. Montebello covers an area of approximately 8.25 miles and is bordered on the south by the Santa Ana Freeway (I-5) and on the north by the Pomona Freeway (SR-60). Several other freeways are nearby and easily accessible from the area including the Long Beach Freeway 710 and San Gabriel Freeway 605. Montebello is often referred to as a gateway city, with close proximity to downtown Los Angeles and its shared borders with several cities including Monterey Park, Pico Rivera, Rosemead, Commerce, and East Los Angeles. The city is primarily residential; however, there is strong growth of commercial property and businesses. Montebello is home to a large shopping mall with heavy traffic on a daily basis that is substantially increased during the holiday season. Additionally, there are five private schools, thirty-three schools in the Montebello Unified School District, and several universities in the surrounding area. Montebello is located in one of the busiest counties in the country, it is bordered by heavily traveled freeways and is an area by which numerous commuters travel, shop, and reside on daily basis. All of these combined factors contribute to several traffic problems that the department hopes to mitigate.

The City of Montebello Police Department is planning to address and reduce traffic safety concerns in the City of Montebello using a combination of enforcement and education. Using the highest standards and most up-to-date analytics, the enforcement operations will be dedicated to the most prevalent traffic problems. By increasing the visibility of our program goals and distributing educational material on safe driving practices, the department will enhance traffic safety enforcement operations. Through these methods, the department will be successful in curbing Montebello's traffic problems and most importantly reducing the overall number of traffic crashes that cause injuries and fatalities.

COVID-19 has shifted the way we live our lives. During a time when people were meant to be staying at home to reduce the spread of the virus, there was instead an increase in traffic crashes and unsafe driving (speeding and texting while driving). It is very apparent that our efforts are more necessary than ever before. The past three years have seen a slight decrease in the number of alcohol involved crashes from 37-27. However, the number of injured persons from alcohol involved crashes doubled from 2019 to 2020 from 11 to 24. Additionally, 15 DUI (23152(A)VC) arrests were made in 2021, our highest number since 2016. Finally, 2021 also saw two fatal DUI crashes. Being able to track and respond to this data is crucial and critical to our Traffic safety efforts. Through our data analyst, we continuously evaluate and determine traffic trends that need the most urgent attention. This constant check and balance allows us to most effectively concentrate our efforts throughout the year.

In recent years, the city was unable to adequately staff the traffic unit due to severe budgetary restrictions. The increased number of traffic fatalities in 2017-2018 lead to a reorganization and reestablishment of the traffic unit. Currently, the unit is staffed by three officers, a sergeant, and a lieutenant. This unit is invaluable to the operation of the grant. The officers assigned to the traffic unit have or will attend advanced traffic training courses that include standardized field sobriety testing (SFST), advanced roadside impaired driving enforcement (ARIDE), sobriety checkpoint operations, and traffic crash investigation. It is a shared goal of the department and OTS to continue sending officers to traffic training courses. With the continued support of the Chief of Police and city administration, the unit will be maintained and staffed by highly qualified officers throughout the grant period.

Montebello Police Department has diligently worked to identify and address traffic problems in the City of Montebello. The Office of Traffic Safety has allowed our efforts to make dramatic improvements, however, our work is not done. The efforts of this grant are personal goals for our department. Recently a Montebello Police Officer was injured while on duty by a driver under the influence of alcohol. Fortunately, our Officer has fully recovered, but it is these horrific instances that remind us of how important it is to continue our work. Our collaborative efforts will create lasting changes that will reduce traffic injuries and lead to zero fatalities in the City of Montebello and surrounding regions.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
7. Conduct DUI Saturation Patrol operation(s).	13
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6

9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
10. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	5
11. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

- Media RequirementsIssue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$75,000.00
402PT-23	20.600	State and Community Highway Safety	$47,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI Checkpoints	164AL-23	$10,500.00	3	$31,500.00
DUI Saturation Patrols	164AL-23	$2,600.00	13	$33,800.00
Traffic Enforcement	402PT-23	$2,600.00	6	$15,600.00
Distracted Driving	402PT-23	$2,400.00	3	$7,200.00
Pedestrian and Bicycle Enforcement	402PT-23	$2,400.00	5	$12,000.00
Category Sub-Total				$100,100.00
B. TRAVEL EXPENSES				
In State Travel	402PT-23	$3,010.00	1	$3,010.00
				$0.00
Category Sub-Total				$3,010.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-23	$2,500.00	1	$2,500.00
Phlebotomist	164AL-23	$600.00	12	$7,200.00
Drone Mapping Software	402PT-23	$4,990.00	1	$4,990.00
Educational Materials	402PT-23	$1,900.00	1	$1,900.00
Computer or Tablet	402PT-23	$2,300.00	1	$2,300.00
Category Sub-Total				$18,890.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$122,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
Phlebotomist - To draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.
Drone Mapping Software - Digital mapping software to be used in conjunction with a department supplied drone. Item must have a unit cost of less than $5,000 (including tax and shipping).
Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.
Computer or Tablet - For use in tracking or conducting grant activities and producing required reports. Costs may include a desktop computer, monitor, laptop, tablet, printer, software and accessories.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(**applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
    - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

        a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
        b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;
        c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
        d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
        e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)
The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to all subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT23048
Agency Name:	Montebello Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$122,000.00
Authorizing Official:	Paul Espinosa
Fiscal Official:	Michael Solorza
Grant Director:	Vanessa Padilla Nava

CURRENT GEMS USER(S)

1. Laurence Gong
Title: Accounting Manager
Phone: (323) 887-1417
Email: lgong@cityofmontebello.com
Media Contact: Yes

2. Vanessa Padilla Nava
Title: Grants and Project Administrator
Phone: (323) 887-1238
Email: vpadilla@cityofmontebello.com
Media Contact: Yes

3. Steve Sharpe
Title: Lieutenant
Phone: (323) 480-4000 ext. 311
Email: ssharpe@cityofmontebello.com
Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name Grant Director
Date	Title

ITEM # 19

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVAL TO SUBMIT GRANT APPLICATION TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS HOUSING LINKAGE WORKING GROUP**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve submission of the grant application to the San Gabriel Valley Council of Governments Housing Linkage Working Group; and

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

FISCAL IMPACT:

The San Gabriel Valley Council of Governments (SGVCOG) currently has a funding opportunity to submit a competitive grant application to implement activities that would increase access to permanent housing options for persons experiencing homelessness (PEH). If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND:

On September 15, 2022, the SGVCOG announced the creation of a new grant program that would pilot innovative approaches and activities to connect persons experiencing homelessness (PEH) with permanent housing. The purpose of the program is to pilot

innovative approaches on a small scale and evaluate their effectiveness in connecting clients to permanent housing. Cities within the SGVCOG are eligible to apply for this funding opportunity. Potential project activities include housing navigation, targeted engagement of landlords, shared housing programs, roommate matching programs, and the establishment of small-scale master leasing/resident and property support services (RPSS) Program. Available funds are eligible to be used for landlord incentives (e.g. signing bonuses, deposits, incentives to hold a unit) and direct client services (e.g. application fees, credit repair/debt relief programs, etc.)

ENVIRONMENTAL IMPACT:

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

ANALYSIS:

N/A

DISCUSSION:

Throughout the San Gabriel Valley, there is a need for affordable, permanent housing options. This funding is intended to support activities that increase access to permanent housing options for PEH.

The Fire Department is seeking to submit a grant proposal for funding that will be used towards linking participants in the Montebello Community Assistance Program (MCAP) and Operation Stay Safe (i.e., Tiny Homes) to permanent housing. One of the greatest challenges facing PEH is access to permanent housing. MCAP has actively engaged landlords in the community to build relationships that result in permanent housing for MCAP participants. PEH generally prefer to stay in the communities that they are connected to.

In order to continue to increase the momentum of connecting MCAP participants to permanent housing, additional resources are needed. The goal is to leverage this grant funding opportunity, in particular the incentive funds to expand the landlord incentive program and direct client services. Previous funding from the SGVCOG has been instrumental in the success the team has had in connecting MCAP participants to permanent housing. Funding is crucial for signing bonuses, deposits, and incentives to hold a unit in the region's competitive housing market. Connecting families at risk of homelessness or experiencing homelessness is especially difficult to house because there are limited options available in terms of temporary and interim housing, which

places a greater need to find permanent housing expeditiously. At this time, all available resources for this type of activity have been expended by MCAP.

SUMMARY:

That the City Council approve the submission of the grant application to the San Gabriel Valley Council Of Governments Housing Linkage Working Group.

ATTACHMENT(S)

1. Attachment A - SGVCOG Housing Linkage Working Group Grant Program

NEXT STEPS:

N/A

REPORT

DATE: September 15, 2022

TO: Governing Board Delegates & Alternates

FROM: Marisa Creter, Executive Director

RE: HOUSING LINKAGE WORKING GROUP

RECOMMENDED ACTION

Allocate $200,000 to implement activities that would increase access to permanent housing options for persons experiencing homelessness (PEH), through the creation of a Housing Linkage Working Group.

BACKGROUND

Over the last several years, there have been growing resources allocated to providing services for persons experiencing homelessness (PEH) and to developing interim housing options. For example, the SGVCOG has contracted with the Los Angeles Centers for Alcohol and Drug Abuse (LA CADA) to provide multi-disciplinary outreach teams to serve nineteen cities and to provide targeted engagement to those PEH who need the greatest support in being housed to serve eight cities. Several other cities have also contracted with LA CADA or other service providers to provide additional services. In addition, the SGVCOG and the San Gabriel Valley Regional Housing Trust (SGVRHT) have partnered with the cities of Baldwin Park and Montebello to open two interim housing sites – Esperanza Villa in Baldwin Park and Operation Stay Safe in Montebello – that collectively provide 55 units of bridge housing. An additional family transitional housing site that will provide 16 units and approximately 50 beds for families – called Serenity Homes – will open in Baldwin Park in September.

While these services and interim housing options are critical components of the homeless services system, a key component of the system is the availability of permanent housing. Permanent supportive housing (PSH) and affordable housing that is protected by an affordable housing covenant are the most reliable options for providing housing for PEH. However, they are also extremely expensive to build and have long timelines for construction. As a result, there is not an adequate supply of PSH and affordable housing.

With the shortage of PSH and affordable housing, the system predominantly relies on clients finding "affordable" housing on the private market and renting those units using a housing subsidy. Housing subsidies include permanent housing subsidies – like Section 8 Housing Choice Vouchers[1] and Emergency Housing Vouchers (EHVs)[2]– and the time limited subsidy program overseen by the Los Angeles Homeless Services Authority (LAHSA). The time limited subsidy (TLS) program provides short-term funding for clients while they stabilize their income enough to

[1] Housing Choice Vouchers are matched to clients, and, upon receipt, the client can use the housing choice voucher to rent any unit on the private market that accepts vouchers and that does not exceed the maximum rent.
[2] EHVs function like Housing Choice Vouchers; however, they were additional vouchers allocated to public housing authorities nationwide as part of the American Recovery Plan.

afford the unit without any voucher or support. While these resources are also extremely limited and many clients in need are not matched with a voucher or TLS, these housing subsidy programs remain a key pathway out of homelessness for many clients.

However, using these vouchers can be extremely challenging. Clients must find a unit that does not exceed the maximum allowable rate of the voucher to rent on the private market. In addition to the typical challenges of finding an affordable apartment on the rental market, these clients face many additional challenges: the market rent in many communities greatly exceeds the maximum allowable rate of the voucher; some clients have little experience in searching for apartments; some clients don't have the credit scores, required documents and paperwork, or an ID to make them eligible for a unit. In addition, landlords that accept housing vouchers may be subject to additional inspections. The lack of permanent housing exits has a large impact on the operation of interim housing projects. When a client in an interim housing site is unable to move from interim housing to permanent housing, this means this space does not open for currently unsheltered clients. The County Homeless Initiative has placed a large focus on identifying and implementing approaches towards increasing the availability of permanent housing, which directly impacts the SGVRHT funded sites that received operational funding through the Cities and COGs and Interim Housing Services (CCOGIHS) fund. The CCOGIHS grant does not include funding for permanent housing identification, further demonstrating the need for additional local funding.

There are several resources designed to help clients move into housing. For example, LAHSA oversees the housing navigation program, which provides staff resources to help clients to fill-out paperwork and secure the required documents to get into housing. A recent policy change at LAHSA redirected all housing navigation resources in the County exclusively to clients currently in interim housing. However, the housing navigation is still not sufficiently-resourced to properly serve all of these clients. In addition, this means that any client that is currently unsheltered would not have access to the housing navigation program and must instead rely on other resources within the homeless services system or have no support at all.

There are also many programs that provide financial incentives and protections for landlords that lease to tenants that are paying with a housing voucher. While in California, it is illegal for a landlord to not lease to a tenant based on their source of income, the reality is that renting to a tenant with a housing voucher does take additional time – as additional inspections and paperwork is required – and it will take more time for the landlord to begin receiving rent. These landlord incentive programs are designed to make it more attractive for landlords to accept these clients. For example, the Countywide LeaseUp program provides holding fees, vacancy loss funds, wrap-around support for all participating properties and landlords. The County's Homeless Incentive Program (HIP) provides one month's free rent, move-in assistance, damage mitigation, and vacancy loss payments. The SGVCOG operated its Landlord Incentive Program – operated by Union Station Homeless Services (USHS) – that provided similar incentives for landlords. Several housing authorities offered signing bonuses for landlords that accepted EHVs. While all of these programs are important, they have not had as broad of an impact as expected in increasing the number of units available to clients with vouchers on the private market.

DISCUSSION

Given the need for affordable, permanent housing options on the private market, there is clearly a need to use innovative approaches to increase the supply of immediately-available housing. There are innovative approaches to try – for example, some cities are extremely proactive about engaging landlords in their community; others have tried to identify potential units for shared housing. However, there is not sufficient funding to truly implement many of these innovative ideas.

Due to cities and service providers' challenges in expending previous funds, the SGVCOG currently has approximately $550,000 in unallocated funds which can be used for activities that support PEH or those at-risk of homelessness. At its August meeting, the SGVCOG Governing Board allocated $250,000 of these funds towards the implementation of a food insecurity grant program.

Staff is proposing that $200,000 of the remaining funds be allocated to create a grant program that would pilot innovative approaches and activities to connect PEH with permanent housing. The purpose of the Program would be to test potential approaches at a small scale and evaluate their impact in connecting clients to permanent housing.

Cities would be eligible applicants for this grant program. While a city would be required to be the main applicant, a city could apply in coordination with a service provider or other partner. Eligible activities would include any activities necessary to implement proposed programs, which could include but is not limited to staff time and relationships with service providers. Potential project ideas could include housing navigation, targeted engagement of landlords, shared housing programs, roommate matching programs, and the establishment of small-scale master leasing/resident and property support services (RPSS). While staff is not recommending a maximum funding award for a grantee, SGVCOG hopes to fund three to four cities under the grant. Projects would be evaluated predominantly based on their potential to ease improve clients' connections to permanent housing.

It is anticipated that some of the programs would include landlord incentives or other direct client services that would help incentivize participation or reduce barriers for clients. As such, a portion of the funds would also be held "incentive dollars," and all grantees could access these as part of their program implementation. Incentive dollars could fund things like landlord incentives (e.g. signing bonuses, deposits, incentives to hold a unit) and direct client services (e.g. application fees, credit repair/debt relief programs, etc.).

A key component of the program would be to build a cohort of implementers, to create a space for grantees to discuss challenges and opportunities, troubleshoot issues, and discuss best practices. All grantees would be required to participate in the "Housing Linkages Working Group," which would meet regularly and provide a forum within which participating cities could communicate on a regular basis. SGVCOG staff would also share best practices and provide whatever support necessary for participating entities.

The ultimate goal of the grant program would be to evaluate the impact of programs and their potential for regional scaling or duplication in other cities. Grantees would be asked to, in coordination with the SGVCOG, establish data metrics, and to collect project data. The SGVCOG

would also work with grantees to develop case studies, fact sheets, and how-to guides on the programs. At the end of the Program, SGVCOG staff would present the evaluation of the programs. Ultimately, the SGVCOG hopes to identify a menu of alternatives that could be implemented to help better facilitate connections to permanent housing.

NEXT STEPS

At its September 7, 2022, meeting, the Homelessness Committee approved a motion to recommend Governing Board allocate $200,000 to implement activities that would increase access to permanent housing options for persons experiencing homelessness (PEH), through the creation of a Housing Linkage Working Group. Should this action be approved by the Governing Board, staff will release a simple application for cities to submit.

Prepared by: _____
Caitlin Sims
Manager of Local Programs

Approved by: _____
Marisa Creter
Executive Director

ITEM # 20

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE MEMORANDUM OF AGREEMENT NO. 22-23 BETWEEN THE CITY OF MONTEBELLO AND LOS ANGELES COUNTY TO FUND OPERATION STAY SAFE WITH THE CITIES AND COUNCILS OF GOVERNMENTS INTERIM HOUSING SERVICES FUND AND AMEND THE FISCAL YEAR 22-23 BUDGET TO APPROPRIATE FUNDS**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and Los Angeles County to receive $876,000 in funding from the Cities and Councils of Governments Interim Housing Services ("CCOGIHS") Fund for the operation of Operation Stay Safe interim housing project; and,

2) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $876,000 in expenditure Account No. 266-85-858-6040.10 (Interim Housing Services, Fire, Interim Housing Services , Other Contract Services) and $876,000 in revenue Account No. 266-99-4198.30 (Interim Housing Services, Misellaneous Grants - Interim Housing Services); and

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

FISCAL IMPACT:

The City is entering into an agreement with the Los Angeles County Chief Executive

Office (CEO) to accept funding for the City's Operation Stay Safe (i.e., Tiny Homes) program. The reimbursement agreement would provide $876,000 to fund the operations as described in the attached agreement (Attachment A). It is necessary to amend the Fiscal Year 2022-23 budget to appropriate these funds by increasing appropriations by $876,000 in expenditure Account No. 266-85-858-6040.10 (Interim Housing Services, Fire, Interim Housing Services , Other Contract Services) and $876,000 in revenue Account No. 266-99-4198.30 (Interim Housing Services, Misellaneous Grants - Interim Housing Services).

Due to the size of this funding award, and the need to accurately track expenses and revenue, a new fund has been created: Fund 266 - Interim Housing Services (CCOGIHS). All expenses and revenue associated with this funding opportunity and the City's Operation Stay Safe program will be recorded in this new fund. Subsequent budgets will be developed with appropriations included in this fund.

BACKGROUND:

The Los Angeles County Board of Supervisors recognizes the importance of supporting cities and Councils of Governments across the County to strengthen the region's homeless housing and service system. As such, the Board directed the Chief Executive Office Homeless Initiative to create a Cities and Councils of Governments Interim Housing Services ("CCOGIHS") Fund to support services at interim housing projects located in local jurisdictions to create a pathway for people experiencing homelessness ("PEH") to assist them in securing permanent housing.

The County will be allocated State of California Homeless Housing, Assistance and Prevention Program Round 3 ("HHAP 3") funding. HHAP 3 provides flexible block grant funds for Continuums of Care, large cities with populations of 300,000 and above, and counties to build on the regional coordination created through previous California Homeless Coordinating and Financing Council grant funding. The County Board of Supervisors approved allocating $10 million of the County's HHAP 3 funds to the CCOGIHS Fund.

The CCOGIHS Fund will be used to provide grants to cities and COGS in the County that are in need of financial support to provide services at interim housing sites.

ENVIRONMENTAL IMPACT:

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

ANALYSIS:

N/A

DISCUSSION:

Los Angeles County awarded the City $876,000 through the Cities and Councils of Governments Interim Housing Services ("CCOGIHS") Fund, which is funded with State HHAP 3 funds. These funds will be used to support Interim and Transitional Housing Projects, such as Operation Stay Safe (i.e., Tiny Homes). The funding will ensure that the City can continue to provide interim safe, low-barrier housing and supportive temporary housing to persons experiencing homelessness (PEH). Operation Stay Safe (i.e., Tiny Homes) is a transitional housing model program that is a collaboration with the San Gabriel Valley Regional Housing Trust (SGVRHT) and the San Gabriel Valley Council of Governments (SGVCOG).

The Tiny Homes project was launched on May 18, 2022, and is currently in operation serving 26 participants with ongoing services, housing two (2) in permanent housing. The Fire Department has direct oversight and management of the contract in partnership with SGVRHT for the current site operator: Volunteers of America Los Angeles (VOALA). VOALA has 15 years of experience working with those who are homeless in the San Gabriel Valley, through which they have become highly involved with the Coordinated Entry System (CES) and build extensive, positive relationships with numerous service providers. VOALA will provide case management, supportive services and oversee day-to-day operations.

Operation Stay Safe is now fully operational with 26 of the 30 tiny homes units occupied with PEH from the City of Montebello. The City's MCAP team plays an instrumental role in coordinating and overseeing the waitlist for the site. MCAP acts as the gatekeeper and evaluates referrals to the program for eligibility.

SUMMARY:

That the City Council authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and Los Angeles County to receive funds for Operation Stay Safe; and amend the Fiscal Year 2022-23 budget to appropriate these funds by increasing appropriations by $876,000 in expenditure Account No. 266-85-858-6040.10 (Interim Housing Services, Fire, Interim Housing Services , Other Contract Services) and $876,000 in revenue Account No. 266-99-4198.30 (Interim Housing Services, Miscellaneous Grants - Interim Housing Services).

ATTACHMENT(S)

1. Attachment A - CCOGIHSP Draft Agreement

NEXT STEPS:

N/A

MEMORANDUM OF UNDERSTANDING NO. 22-23
BETWEEN
THE COUNTY OF LOS ANGELES AND CITY OF MONTEBELLO
FOR
INTERIM HOUSING SERVICES

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this ____ day of _____ 2022 by and between the CITY OF MONTEBELLO (hereinafter "CONTRACTOR"), a municipal corporation, and the COUNTY OF LOS ANGELES (hereinafter "COUNTY"), a subdivision of the State of California, with the CONTRACTOR and COUNTY referred to as "PARTY," or collectively as "PARTIES" as the context will direct.

RECITALS

WHEREAS, on July 19, 2021, Governor Newsom signed into law Assembly Bill 140, (Health & Safety Code § 50218.6, et seq.), authorizing Homeless Housing, Assistance and Prevention Grant Round 3 ("HHAP"), which is a $1 billion grant that provides local jurisdictions, including federally recognized tribal governments, with flexible funding to continue efforts to end and prevent homelessness in their communities;

WHEREAS, the County Board of Supervisors ("Board") recognizes the importance of supporting cities and Councils of Governments ("COGs") across the County to strengthen the region's homeless housing and services system;

WHEREAS, on January 25, 2022, the Board approved a motion directing the County Chief Executive Officer ("CEO") to allocate $10 million in HHAP initial disbursement funding ("Fund") to create the Cities and Councils of Governments Interim Housing Services ("CCOGIHS") Program to support services at homeless interim housing projects sited in local jurisdictions throughout the County;

WHEREAS, on May 17, 2022, the Board authorized the County Chief Executive Office to enter into and/or amend multi-year service contracts, memoranda of understanding, and funding agreements with local jurisdictions administering homeless services programs with Board approved funding;

WHEREAS, COUNTY seeks to enter into this MOU with CONTRACTOR to reflect COUNTY's allocation of $876,000 in CCOGIHS Program Funds for the purpose of supporting operations at interim housing projects located within CONTRACTOR'S jurisdiction that create a pathway for people experiencing homelessness (PEH) to secure permanent housing.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, CONTRACTOR and COUNTY hereby agree and understand as follows:

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Exhibits A, B, C and D set forth below are attached hereto and incorporated by reference to the same extent and with the same effect as if fully set forth herein.

1. **CCOGIHS PROGRAM FUND ACTIVITIES**

   The MOU shall provide for CCOGIHS Program funds to be used to support services at homeless interim housing projects sited in local jurisdictions throughout the County.

2. **TERM OF MOU**

   The term of this MOU shall commence upon the date the MOU is fully executed by the Parties (the "Effective Date"), and shall terminate on June 30, 2026, or until such time that revisions are necessary or either party decides to terminate the MOU.

3. **TERMINATION**

   a. The MOU may be terminated by either party for the convenience of that party. The MOU may also be terminated by either party as a result of default by the other party of its obligations under this MOU.
   b. Notice of termination shall be given, in writing, at least ninety (90) days in advance and shall be complete when delivered to either party.
   c. In the event of termination of the MOU, as provided herein, CONTRACTOR shall be responsible for turning over all expenditure reports to COUNTY. Any unexpended CCOGIHS Program funds will be returned to COUNTY within thirty (30) days of the effective date of termination of the MOU. CONTRACTOR will be responsible for paying any outstanding invoices associated with all project costs incurred after the effective date of termination of the MOU.

4. **FUNDING**

   a. Notwithstanding any other provisions of this MOU, CONTRACTOR and COUNTY's responsibilities arising from this MOU shall be subject to the availability of authorized and appropriated funds.

   b. Use of CCOGIHS Program Funds
      i. CONTRACTOR shall be provided $876,000 in CCOGIHS Program funds ("Program Funds") to complete the work provided under this MOU and as described in Exhibit "A", Program Description and Goals.
      ii. Allowable costs under this MOU include Administrative Costs and Direct Program Service Costs.

          1. Administrative costs include but are not limited to:
             i. Program administrative staff (including program supervision and data tracking staff)

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ii. General administration and costs necessary for the proper administration of Program
iii. Data tracking including Homeless Management Information System (HMIS) licenses
iv. Overhead costs; and
v. Program development activities
vi. No more than 7% of CONTRACTOR's Program Funds may be expended on administrative costs incurred by the administrative agency.

2. Direct Program Service Costs (distinct from Administrative Costs above) include, but are not limited to:
   i. Case management staff
   ii. Direct Program Operation Costs
   iii. Other program staff or operational costs not included with Administrative Costs such as client food cost, space cost, utilities, maintenance/repair, security, and restrooms and showers. Ineligible uses include supplantation of existing local funds, capital-related costs, activities in violation of any law, activities not consistent with the intent of Program Funds, and activities not consistent with the eligible uses identified in Health and Safety Code Section 50220.7, subdivision(e)(2).

c. CONTRACTOR shall maximize the use of Program Funds on direct assistance while limiting administrative costs. Planned administrative costs not outlined in Exhibit B, Program Budget, must be reviewed and approved by the COUNTY prior to use.

d. CONTRACTOR shall use Program Funds in accordance with state law, including Housing First, HHAP, and applicable funding requirements.

e. CONTRACTOR shall comply with program data reporting requirements established by the County.

f. All funding must be encumbered no later than June 30, 2024.

g. During the term of the MOU, the COUNTY may approve advances requested by the CONTRACTOR at its sole discretion and subject to the availability of funds and will not require an amendment to this MOU.

h. All Program Funds allocated to CONTRACTOR are on a reimbursement basis unless an advance of funds is approved by COUNTY. Program Funds shall be paid to CONTRACTOR pursuant to invoicing. Invoices shall be paid within thirty (30) days of the COUNTY receiving and approving a completed invoice, for the full amount of the invoice pursuant to this MOU. Invoicing shall be in compliance with this Section 7 and Exhibit C, Expenditure Reporting.

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i. If an advance of Program Funds is issued to the CONTRACTOR by COUNTY, a report of expenditures for all advanced funds shall be submitted to COUNTY and reconciled by the end of the term in this MOU.

j. The COUNTY may seek repayment of Program Funds from CONTRACTOR if the COUNTY determines, in its sole discretion, either or both of the following occurs: (1) CONTRACTOR is unable to expend the Program Funds within the applicable time deadlines provided herein; or (2) CONTRACTOR has expended Program Funds not in accordance with the MOU, current and subsequent HHAP guidelines and instructions, and any other applicable laws and regulations.

k. CONTRACTOR agrees to refund any unused portion of the Program Funds upon completion or termination of this MOU, less any administrative costs.

l. Program Funds provided to CONTRACTOR are to be used solely to cover costs for the services as described in Section 4, and in accordance with the State Budget Act, current and subsequent State Housing and Community Development/HHAP guidelines and instructions, and any other applicable laws and regulations.

m. Expenditures made by CONTRACTOR in the operation of this MOU shall be in strict compliance and conformity with the State Budget Act, HHAP guidance and any other instructions from the State or as required by law.

5. **CONTRACTOR RESPONSIBILITIES**

a. CONTRACTOR has been allocated $876,000 in CCOGIHS Program Funds in support of operations at interim housing projects located within CONTRACTOR's jurisdiction that create a pathway for PEH to secure permanent housing. CONTRACTOR's Program and activities must aim to prevent, reduce and end homelessness. A full description of the CCOGIHS Program goals is provided in the attached Exhibit “A”, Program Description and Goals.

b. CONTRACTOR and its sub-contractor(s) must provide the services detailed in the following Scope of Required Services for the following:

i. Adult Program:
- Scope of Required Services (SRS) for Crisis Housing (Adult Program)

ii. Family Program:
- SRS for Families
- SRS for Families Program Appendix

iii. Adult and Family Programs:

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- LAHSA Program Standards
- LAHSA Facility Standards

6. **COUNTY RESPONSIBILITIES**

COUNTY agrees to undertake the following responsibilities:

a. COUNTY shall provide timely notifications to CONTRACTOR of any changes to or new requirements by COUNTY and/or State agencies that require information to be provided or action to be taken by CONTRACTOR.

b. COUNTY shall be available to provide CONTRACTOR with technical assistance concerning CCOGIHS Program funds and their allowable uses.

7. **REPORTS AND INVOICES**

CONTRACTOR shall comply with all reporting requirements set forth in this Section 7. CONTRACTOR shall prepare and submit program financial, progress, monitoring, evaluation and any other reports as required by the COUNTY and HHAP.

a. CONTRACTOR shall provide a monthly invoice to the COUNTY that shall:
   i. Identify the costs incurred (and projected to be incurred) for the Program Funds as of MOU execution;

   ii. Demonstrate how CONTRACTOR expended the Program Funds consistent with the use requirements as set forth in this MOU, including Exhibit "B", Program Budget, and authorized by the Board;

   iii. Identify the balance of Program Funds not expended; and

   iv. Describe a plan for expenditure of unspent, but incurred, Program Funds on or before the MOU termination date.

b. CONTRACTOR shall submit quarterly reports as required by the COUNTY using the Homeless Management Information System and submit a copy of the report to the County

Reports and Invoices to be sent to:

Ashlee Oh, Project Director
Chief Executive Office, Homeless Initiative
500 W. Temple Street, Suite 493
Los Angeles, CA 90012
Email: HomelessInitiativeCities@lacounty.gov
&
HIAdmin@ceo.lacounty.gov

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c. At any time during the term of the MOU, the COUNTY may, in its sole discretion, request that CONTRACTOR provide the COUNTY with additional progress reports not otherwise identified in this Section 7, in the form specified by the COUNTY, to ensure that CONTRACTOR is meeting the requirements of this MOU and in accordance with the State Budget Act, current and subsequent HHAP guidelines and instructions, and any other applicable laws and regulations.

d. CONTRACTOR shall provide a certification, in a form provided by COUNTY, to be signed by its Executive Director, or designee, with each report required under this Section 7 that the statements contained in the report are, to the best of CONTRACTOR's knowledge and understanding, true and accurate and that the expenditures described in the report comply with the uses permitted under Section 4 and authorized by the Board.

e. CONTRACTOR shall maintain supporting documentation for the reports required in Section 11, Records Maintenance.

8. **MODIFICATIONS AND REVISIONS**

This MOU constitutes the entire agreement between the PARTIES hereto, and no oral understanding not incorporated herein will be binding on any PARTY. This MOU may be modified, altered, or revised, as necessary, only by mutual consent of the PARTIES hereto by the issuance of a written amendment, signed and dated by both PARTIES.

9. **MUTUAL INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnitees.

COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its employees, agents and volunteers ("Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CONTRACTOR Indemnitees.

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10. **NOTICES**

All notices, reviews, approvals and other communications contemplated under this MOU shall be in writing and will be deemed properly given and received (a) when actually given and received, if delivered in person to a PARTY who acknowledges receipt in writing; or (b) one (1) business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid; it being understood and agreed that the period for any approval as contemplated in this MOU shall run from the PARTY's receipt of the documentation required for such approval as described herein with a formal written request for such approval shown thereon. The designated representatives shall be:

CONTRACTOR: First Last, Title
Dept Name
Street Address
City, CA Zip
Email: Insert email address

COUNTY: Ashlee Oh, Project Director
Chief Executive Office, Homeless Initiative
500 W. Temple Street, Suite 493
Los Angeles, CA 90012
Email: HomelessInitiativeCities@lacounty.gov and
hiadmin@ceo.lacounty.gov

11. **RECORDS MAINTENANCE**

CONTRACTOR shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by the COUNTY to assure proper accounting for the CCOGIHS Program Funds allocated by the County to CONTRACTOR during the term of this MOU and for a period of five (5) years after final payment is made using Program Funds in compliance with the HHAP guidelines and instructions on records retention, and any other applicable laws or regulations. CONTRACTOR will ensure that its employees and its subrecipients furnish such information, which, in the judgment of COUNTY representatives, may be relevant to a question of compliance with contractual conditions, with COUNTY or granting agency directives, or with the effectiveness, legality, and achievements of the State Budget Act.

12. **RECORDS INSPECTION**

In accordance with State or Federal law and pursuant to this MOU, at any time during normal business hours and as often as either the COUNTY, its designees, Federal

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or State of California may deem necessary, CONTRACTOR must make available for examination all of its records with respect to all matters covered by this MOU. The COUNTY, or its designees, or the Federal or State government each have the authority to audit, examine and make excerpts or transcripts from records, including all CONTRACTOR's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this MOU. CONTRACTOR agrees to provide any reports requested by the COUNTY regarding performance of this MOU. With respect to inspection of CONTRACTOR's records, the COUNTY may require that CONTRACTOR provide supporting documentation to substantiate CONTRACTOR's costs with respect to CONTRACTOR's use or expenditure of the Program Funds.

13. **NO PARTNERSHIP OR JOINT VENTURE**

This MOU does not create a partnership or joint venture between COUNTY and CONTRACTOR.

14. **GOVERNING LAW**

Notwithstanding anything in this MOU or elsewhere to the contrary, this MOU, shall at all times be subject to the law of the State of California and the County of Los Angeles.

15. **ENTIRE MOU**

Subject to the formalized agreements that may result from this MOU, this MOU and attachments constitute the entire understanding and agreement between the PARTIES hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. Except for agreements that have been executed between the PARTIES as of the Effective Date, prior agreements, representations, negotiations, and understandings of the PARTIES hereto, oral or written, express or implied, are hereby superseded.

16. **COUNTERPARTS**.

This MOU may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Handwritten signatures to this MOU transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the PARTY so signing. Each PARTY agrees to promptly deliver to the other PARTIES an executed original of this MOU with its actual signature, but a failure to do so shall not affect the enforceability of this MOU, it being expressly agreed that each PARTY to this MOU shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other PARTY to this MOU.

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17. **OVERPAYMENTS**

If upon audit, or at any time during the Agreement term, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR's future payment for any amounts not returned to the COUNTY or credited to the MOU unless otherwise prohibited by State or federal regulations.

18. **STATUTES AND REGULATIONS APPLICABLE TO STATE BUDGET ACT**

a. CONTRACTOR must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement.

b. CONTRACTOR must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. CONTRACTOR must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this MOU. Compliance with this Section 18 and any auditing or reporting requirements shall be at no additional cost to the COUNTY, unless authorized otherwise in writing. These requirements include, but are not limited to:

   i. Compliance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, also known as the "Super Circular". The Catalog Federal Domestic Assistance number is 21.019.
   ii. Compliance with the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding Subrecipient monitoring and management, and subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

c. None of the Program Funds, materials, property or services provided directly or indirectly under this MOU may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Program Funds provided under this MOU may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. CONTRACTOR must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment.

d. CONTRACTOR must comply with all applicable State and Federal laws and regulations pertaining to confidentiality of client records.

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19. **SUBCONTRACTING**

a. The requirements of this MOU may not be subcontracted by CONTRACTOR without the advance approval of the COUNTY. Any attempt by CONTRACTOR to subcontract without the prior notification to COUNTY may be deemed a material breach of this MOU.

b. If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

1. A description of the work to be performed by the Subcontractor;

2. A draft copy of the proposed subcontract; and

3. Other pertinent information and/or certifications requested by COUNTY.

c. The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

d. The CONTRACTOR shall remain fully responsible for all performances required of it under this MOU, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

e. The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this MOU. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

f. The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.

g. The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

h. The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

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Ashlee Oh, Project Director
Chief Executive Office, Homeless Initiative
500 W. Temple Street, Suite 493
Los Angeles, CA 90012
Email: HomelessInitiativeCities@lacounty.gov and
HIAdmin@ceo.lacounty.gov

before any Subcontractor employee may perform any work hereunder.

IN WITNESS THEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this ____ day of _____ 2022.

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COUNTY OF LOS ANGELES

By_____ Printed_____
FESIA A. DAVENPORT
Chief Executive Officer

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

By_____ Printed_____
Deputy County Counsel

CITY OF MONTEBELLO

By_____ Date_____
City Administrative Officer

APPROVED AS TO FORM:
City Attorney

By_____ Printed_____

ATTEST:

, City Clerk

By_____ Date_____
Deputy City Clerk

Attached:
Exhibits A-D

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EXHIBIT A

PROGRAM DESCRIPTION AND GOALS

Program Fund recipients shall abide by the following program goals as parameters.

1. The Program Fund recipient will operate 30 interim housing beds during the MOU term.

2. Program will serve at least 105 unduplicated clients per year.

3. The Program will maintain an overall 95% occupancy rate for each month of operation beginning 30 days after the CCOGIHS funded beds are opened.

4. Within 30 days of contract execution, Program Fund recipient will submit a procedure to make beds available regionally when occupancy falls below 95%.

5. The Program will have a minimum of 40% of Program participants exit to permanent housing at time of Program exit.

6. Within 60 days of contract execution, Program Fund recipient will submit a Partnership Plan describing how it will partner with Los Angeles Homeless Services Authority and County Departments in securing permanent housing for the Program clients to transition to.

7. The Program will identify and secure at least 10 permanent housing units for the Program clients to exit to during the MOU term.

Commented [lc1]: Deputy Director felt more comfortable committing to 10. She wasn't able to attend our first meeting.

INSERT DATE

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EXHIBIT B
PROGRAM BUDGET

PROGRAM BUDGET
City of Montebello
Cities and Councils of Governments Interim Housing Services Program
Program Budget

PERSONNEL	FTE	Budget
Senior Program Manager	0.25	22,417.20
Program Manager	1.0	65,832
Case Manager	1.0	43,180.80
Custodian	1.0	36,316.80
Resident Aide	5.0	186,264
Peer Support Monitor	5.0	205,504
Salaries Subtotal		559,514.80
Employee Benefits @ _26__%		145,473.80
Subtotal Salaries & Employee Benefits		**$704,988.60**
SERVICES AND SUPPLIES		
Client/Member Expenses		1,044.21
Equipment Lease		
Maintenance/Janitorial		
Program Supplies		
Office Supplies, Postage, Printing		7,500
Security		
Staff Mileage/Parking		
Staff Training/Development		
Telephone/Communications		4,517.14
Trash/Waste Disposal		
Transportation		
Vehicle Maintenance & Insurance		
Meals (3x/day)		96,630
Subtotal Services and Supplies		**$109,691.40**
ADMINISTRATIVE		
Administrative Overhead (7%)		61,320
Subtotal Administrative Overhead		**$61,320**
TOTAL PROGRAM BUDGET		**$876,000**

Commented [AO2]: (List shelter operator's positions below)

Commented [AO3]: Sample itemized budget listed here

INSERT DATE

EXHIBIT C

COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
HOMELESS INITIATIVE-OFFICE OF HOMELESSNESS
HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP)
CITIES AND COUNCILS OF GOVERNMENT INTERIM HOUSING SERVICES FUND INVOICE

DATE:

CITY/COG NAME:		CONTRACT NUMBER:	
ADDRESS:		INVOICE NUMBER:	1
CITY:		SERVICE CATEGORY:	Homeless Services
CONTACT PERSON:		FISCAL YEAR:	
PHONE:		REPORT MONTH:	
FAX:		DATE PREPARED:	
E-MAIL:		AMOUNT REQUESTED:	$0.00

[X] ORIGINAL CLAIM [ ] SUPPLEMENTAL CLAIM

THE ORIGINAL INVOICE SHOULD BE SIGNED USING A BALLPOINT PEN WITH BLUE INK

CERTIFICATION

I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE AMOUNTS SPECIFIED ARE TRUE AND CORRECT
I UNDERSTAND THAT PAYMENT ON THIS CLAIM MAY BE DELAYED OR WITHHELD IF THIS REQUEST FOR REIMBURSEMENT CONTAINS ANY ERRORS OR OMISSIONS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLAIM, PLEASE CONTACT:

NAME TELEPHONE

AUTHORIZED SIGNATURE DATE

TITLE

COUNTY USE ONLY	
PROGRAM MANAGER	FINANCIAL SERVICES SECTION
	AMOUNT BILLED: $0.00
	ADJUSTMENTS:
SERVICES RENDERED:	AMOUNT PAYABLE:
DATE:	DATE PROCESSED:
	PROCESSED BY:

INSERT DATE

COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
HOMELESS INITIATIVE-OFFICE OF HOMELESSNESS
HHAP REIMBURSEMENT CLAIM - LINE ITEM BUDGET
CITIES AND COUNCILS OF GOVERNMENT INTERIM HOUSING SERVICES FUND INVOICE

DATE:

City/COG Name: 0
Service Category: Homeless Services
Fiscal Year: 0

Contract #: 0
Invoice #: 1
Report Month: January 0, 1900
Date Prepared: January 0, 1900
Amount Requested: $0.00

PERSONNEL	*Prior Expended*	*Expended This Period*	*Expended Year-to-Date*	*Approved Budget*	*Balance*
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
Salaries Subtotal	-	-	-	-	-
Employee Benefits @ ___%			-		-
Subtotal Salaries & Employee Benefits	**-**	**-**	**-**	**-**	**-**
SERVICES AND SUPPLIES					
Client/Member Expenses			-		-
Equipment Lease			-		-
Maintenance/Janitorial			-		-
Program Supplies			-		-
Office Supplies, Postage, Printing			-		-
Security			-		-
Staff Mileage/Parking			-		-
Staff Training/Development			-		-
Telephone/Communications			-		-
Trash/Waste Disposal			-		-
Transportation			-		-
Vehicle Maintenance & Insurance			-		-
Subtotal Services/Supplies	**-**	**-**	**-**	**-**	**-**
SUB-CONTRACTOR/CONSULTANT					
			-		-
			-		-
Subtotal Sub-Contractor/Consultant	**-**	**-**	**-**	**-**	**-**
LEASE					
Lease with Developer			-		-
Utilities			-		-
Total Lease Costs	**-**	**-**	**-**	**-**	**-**
ADMINISTRATIVE OVERHEAD (XX%)			**-**		**-**
TOTAL	**-**	**-**	**-**	**-**	**-**

COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
HOMELESS INITIATIVE-OFFICE OF HOMELESSNESS
HHAP REIMBURSEMENT CLAIM - LINE ITEM BUDGET
CITIES AND COUNCILS OF GOVERNMENT INTERIM HOUSING SERVICES FUND INVOICE

DATE:

City/COG Name: 0
Service Category: Homeless Services
Fiscal Year: 0

Contract #: 0
Invoice #: 1
Report Month: January 0, 1900
Date Prepared: January 0, 1900

Staff Name	*Position/ Title*	*Rate*	*Hours Claimed*	*Amount Claimed*
				$ -
			Total Salaries	$ -

INSERT DATE

EXHIBIT D

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the "Contractor/CITY"), certify that on MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES AND XXXXXX FOR INTERIM HOUSING SERVICES

____ All Contractor/CITY Personnel* on this MOU are fully vaccinated as required by the Ordinance.

____ Most Contractor/CITY Personnel* on this MOU are fully vaccinated as required by the Ordinance. The Contractor/CITY or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor/CITY Personnel. Contractor/CITY will certify weekly that the following unvaccinated Contractor/CITY Personnel have tested negative within 72 hours of starting their work week under the County MOU, unless the contracting County department requires otherwise. The Contractor/CITY Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR/CITY PERSONNEL]:

*Contractor/CITY Personnel includes subcontractors.

_____
_____
_____

I have authority to bind the Contractor/CITY, and have reviewed the requirements above and further certify that I will comply with said requirements.

_____ _____
_____ _____
Signature Date

_____
Title

_____
CITY/Contractor Name

INSERT DATE

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ITEM # 21

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **AMEND THE TRANSPORTATION DEPARTMENT CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2022-23**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt the Transportation Department Capital Improvement Program (CIP) budget for Fiscal Year 2022-23, for a total amount of $10,550,644; and

2) Authorize Staff to amend the adopted FY 2022-23 budget to include appropriations in the various accounts as detailed in Attachment "A", "Transportation Capital Improvement Program;" and

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

FISCAL IMPACT:

The Transit Capital Improvement Program (CIP) (Attachment "A") is funded by federal, state, and local grant awards. Appropriation of these funds will allow previously approved CIP projects to have remaining project funds re-appropriated and available in Fiscal Year 2022-23 (i.e., carryover amounts). In addition, major parts of the CIP will be expanded over multiple fiscal years with some projects in the initial stages. The total amount of $10,550,644 is a carryover from the prior year's CIP budget. Attachment "A" lists the eight (8) CIP projects and their funding sources, and the specific accounts which will be amended.

This carryover process is standard in most municipalities and represents best practice, re-appropriating unspent or unencumbered funds in the subsequent fiscal year (FY 2022-23) for use on previously approved CIP projects. The carryover process naturally occurs after year-end (FY 2021-22), when an accurate accounting of expenses is available for the prior year and any remaining budget can be re-appropriated.

Finance and Transit staff have worked together to develop a carry-over list for FY 2022-23 (Attachment A). Each of the projects listed will continue into FY 2022-23, some have already begun and others may begin in the current fiscal year. Regardless of their current status, Transit staff has determined that the "Carry Over Budget" amount listed on Attachment A is needed in order to continue progress on each project listed.

BACKGROUND:

A part of the annual budget development process is for the City Council to adopt a yearly CIP budget encompassing projects across all departments and functional areas. Transportation has identified $10,550,644 in grant-funded projects that were previously approved and have available budget for FY 2022-23. The Transportation CIP is funded using various revenue sources: Metro Local Return, State PTMISEA, Gas Tax, Measure R, Federal Transit Administration (FTA), and SB1 (State of Good Repairs Program).

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

DISCUSSION:

N/A

SUMMARY:

Staff recommends that the City Council adopt the Transportation Department Capital Improvement Program budget for FY2022-23, for a total amount of $10,550,644; approve amending the adopted FY 2022-23 budget to include appropriations in the various accounts as detailed in Attachment “A”; and take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - FY 2022-23 Transportation Capital Improvement Program Budget

NEXT STEPS:

N/A

ATTACHMENT A

City of Montebello
Transit Capital Program, Fiscal Year 2022-2023
October 12, 2022

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2021-2022 Carry Over Budget	FY 2022-23 New Appropriations	Project Total
1	Optibus Software	Scheduling and Support Services	270-9061-2017-090	600.102.10	FTA	**27,689**		
			270-9061-2017-090	600.102.20	FTA_TDC	**6,922**		**$ 34,611**
2	Tire Lease	Goodyear tire lease program for bus fleet	270-9064-2022-200	600.2023.03	FTA	**174,122**		
			270-9064-2022-201	600.2023.03	FTA_TDC	**43,530**		**$ 217,652**
3	CNG Bus Purchase- 7 Buses	Purchase of five (7) CNG buses to replace buses that have met their useful life.	270-9063-2018-200	600.2023.01	FTA	**3,499,977**		
			270-9063-2018-201	600.2023.01	FTA_TDC	**874,994**		
			202-922-2018	600.2023.01	SB1 STA 18/19	**410,247**		**$ 4,785,218**
4	Clean Fuel- Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc. fro clean fuel vehicles.	270-9045-2022-050	600.400.06	Measure R (Clean Fuel & Facilities)	**186,606**		**$ 186,606**
5	Bus Security Equipment	Update of security equipment on board MBL buses; Complete Installation of Video Surveillance System on Bus Fleet	270-9042-2018-005	600.600.01	STATE PTMISEA	**519**		
			270-9063-2018-005	600.600.01	FTA	**1,000,265**		
			270-9063-2018-005	600.600.01	FTA_TDC	**250,066**		**$ 1,250,850**
6	Citywide Bus Stop Amenity	Replace and redesign all bus stops with City's new logo amenities	270-9060-2013-063	600.82.10	FTA	**733,589**		
			270-9060-2013-063	600.82.40	FTA_TDC	**222,426**		
			270-9060-2013-063	600.82.20	STATE PTMISEA	**52,045**		**$ 1,008,060**
7	Preventive Maintenance (PM)	Preventative Maintenance that prolongs the lifespan of transit assets	270-9064-2022-200	600.400.02	FTA	**2,030,305**		
			270-9064-2022-201	600.400.02	FTA_TDC	**507,576**		
			202-921-2017	600.202.18	SB1 SGR 17/18	**5,583**		**$ 2,543,464**
8	Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc.	270-9063-2018-003	600.15.10.	FTA	**19,346**		
			270-9063-2018-003	600.15.30	FTA_TDC	**4,837**		
			270-9064-2022-200	600.2023.02	FTA	**400,000**		
			270-9064-2022-201	600.2023.02	FTA_TDC	**100,000**		**$ 524,183**
				Totals		**$ 10,550,644**	**$ -**	**$ 10,550,644**

ITEM # 22

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Director of Finance

SUBJECT: **APPROVE PURCHASE AND/OR LEASE OF FLEET VEHICLES FOR POLICE, FIRE, PUBLIC WORKS, PARKS AND RECREATION AND TRANSIT DEPARTMENTS**

DATE: October 12, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the lease/purchase of twenty-one (21) vehicles and necessary equipment and installation services in the amount of $1,438,092; and

2) Authorize the City Manager to approve up to an additional ten (10) percent of the estimated total purchase price ($143,809), if needed, to account for uncertain market factors affecting the final price; and

3) Take any additional actions necessary to effectuate the procurement of the vehicles.

FISCAL IMPACT:

The estimated total amount to procure the necessary vehicles is $1,581,902 ($1,438,092 + $143,809). This total estimated amount includes the cost of each base vehicle, required outfitting (i.e., emergency lights, customized truck beds, etc.), and a ten (10) percent contingency in the event of a price increase due to uncertain market conditions. Given the current state of vehicle supply chains across the country, and the extremely long lead time needed for any customized vehicle, the addition of a ten percent contingency is required.

Funds for these purchases were budgeted as part of the Fiscal Year 2022-23 budget process. Departments submitted supplemental requests, and given budget capacity and priorities, appropriations were included in the adopted budget. The FY 2022-23 budget includes a total of $1,214,527 in appropriations across three funds for the proposed vehicles (General Fund, Asset Forfeiture and AQMD):

GENERAL FUND	550,970
ASSET FORFEITURE	456,298
AQMD	207,259
	1,214,527

At the time of budget development, Department staff utilized the most current information available to provide estimated costs for each vehicle requested in the supplemental budget process. In the ensuing recent months, since those supplemental requests were provided, costs have gone up, especially for any vehicle requiring modification, customization or upfitting.

There is an additional $367,375 that is estimated to be needed to purchase the twenty-one vehicles: $1,581,902 - $1,214,527. At this time, no budget adjustment is being requested. Staff is requesting approval to move forward with establishing purchase orders to acquire the vehicles for Police, Fire, Public Works, Parks and Recreation and Transit. Once final prices are established, as necessary, Staff will return to the City Council for budget adjustments in the specific funds/accounts.

BACKGROUND:

As part of the Fiscal Year 2022-23 Budget process, approximately $1.8 Million was included for supplemental items across all City Departments. This request included $1,214,527 for new and replacement vehicles to support operations within the Fire, Parks and Recreation, Police, and Public Works Departments.

Staff recently received estimates for all necessary vehicles totaling $1,581,902, including from local Ford and Chevrolet dealers in the City of Montebello. The requested funds would be used to purchase twenty-one (21) vehicles assigned to the departments mentioned above, as well as a service vehicle for Transit that was not part of the original supplemental budget request approval. The vehicles would either replace those that are too costly to maintain and repair or supplement the City's fleet to allow for the expansion of City services. The majority of requested vehicles would replace aging and outdated vehicles that have proven too costly to maintain and/or are unsafe to operate.

Staff have reached out to National Auto Fleet Group and Chevrolet and Ford of Montebello to gauge the price and availability of the specific vehicles needed. For National Auto Fleet Group, they are providing all pricing via their purchase agreement(s) with other public agencies. The pricing associated with these agreements was obtained utilizing competitive processes, and staff has received authorization to use the same terms, conditions, and pricing. The City can purchase items and services using a

competitively bid agreement from another public agency under Montebello Municipal Code 3.20.050G, Conformance with Bidding Procedures, which states:

> *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:*
>
> *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.*

In the past two years, Staff has procured vehicles – through purchases and leases – using this or similar cooperative purchase agreements. For example, the Police Department recently procured seven (7) patrol vehicles through a cooperative lease agreement.

City staff has contacted vendors who have communicated an inventory shortage is being experienced, similar to the previous fiscal year. Vehicles requested are not readily available and require ordering from the manufacturer. If vehicles are ordered today, manufacturers estimate an approximate six (6) to nine (9) month delivery timeframe. In addition, due to the fluctuating cost of parts to manufacture vehicles, the final purchase price may change before delivery. As described above, as final pricing is confirmed, Staff will return to the City Council with budget adjustment requests where additional appropriations would be needed.

Due to the uncertain nature of final pricing given the current state of the automotive market, it is requested that the City Manager be given authority to approve up to an additional ten (10) percent ($143,809) over the estimated purchase price to account for market factors that may affect the final purchase price. Including the additional ten (10) percent, the total not-to-exceed amount is $1,581,902 to purchase and/or lease the twenty-one vehicles.

Authorizing the purchase of these vehicles is required to reserve inventory at the best pricing. Upon review and approval of the final pricing, the City Manager will authorize issuing a purchase order to encumber funds and proceed with the purchase. With City Council approval, Staff will reach out to Ford and Chevrolet and Montebello first when looking to acquire vehicles. Given the specific needs of some departments, it is possible a vehicle cannot be purchased from a local dealer. In that instance, staff will utilize the National Auto Fleet Group contract. All efforts will be made to purchase locally when it makes financial and operational sense.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

DISCUSSION:

N/A

SUMMARY:

Staff recommends that the City Council approve the lease/purchase of vehicles for essential City operations in the amount of $1,581,902. This amount includes the cost of twenty-one (21) vehicles, items and services necessary for outfitting some vehicles, and a ten (10) percent contingency to account for unknown market factors affecting the final purchase price, with the understanding that staff will reach out to the City's two local dealers (Chevolet and Ford of Montebello) first in an effort to acquire the vehicles locally.

ATTACHMENT(S)

1. Attachment A - Vehicle Purchases - Budget Summary
2. Attachment B - Sourcewell Contract

NEXT STEPS:

N/A

Supplemental Vehicle Requests, FY 2022-23 **ATTACHMENT A**

Budget Summary

DEPARTMENT	FUND	VEHICLE	ACCOUNT (G/L)	AMOUNT	TOTAL BUDGETED (by Fund)
FIRE					
	GENERAL FUND	Ford F-150 LARIAT	100-85-850-6082	56,370	
	GENERAL FUND	Ford Utility Vehicles (x)	100-85-870-6082	93,600	**149,970**
PARKS AND RECREATION					
	AQMD	Ford Escape SE Plug-In Hybrid FWD	245-99-6082	42,000	
	AQMD	Ford Escape SE Plug-In Hybrid FWD	245-99-6082	42,000	**84,000**
	GENERAL FUND	Ford Transit Passenger Wagon	100-70-710-6082	56,000	**56,000**
POLICE					
	ASSET FORFEITURE	Dodge Charger	230-99-6082	47,500	
	ASSET FORFEITURE	Chevrolet Tahoe	230-99-6082	70,000	
	ASSET FORFEITURE	Ford Explorer	230-99-6082	59,260	
	ASSET FORFEITURE	Ford Explorer	230-99-6082	59,260	
	ASSET FORFEITURE	Ford Explorer	230-99-6082	59,260	
	ASSET FORFEITURE	Ford Explorer	230-99-6082	59,260	
	ASSET FORFEITURE	Ford Explorer	230-99-6082	59,260	
	ASSET FORFEITURE	Toyota Camry Hybrid	230-99-6082	42,500	**456,298**
	AQMD	Toyota Highlander Hybrid	245-99-6082	36,259	
	AQMD	Toyota RAV-4 Hybrid	245-99-6082	47,500	
	AQMD	Chevrolet Traverse	245-99-6082	39,500	**123,259**
	GENERAL FUND	Field Work	100-30-330-6082	35,000	
	GENERAL FUND	Super Cab	100-30-310-6082	45,000	
	GENERAL FUND	Dump Truck (x)	100-30-310-6082	140,000	
	GENERAL FUND	Truck with Tommy Gate	100-30-310-6082	60,000	
	GENERAL FUND	Truck with Service Body	100-30-310-6082	65,000	**345,000**
					1,214,527

GENERAL FUND	550,970
ASSET FORFEITURE	456,298
AQMD	207,259
	1,214,527

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Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

By: DocuSigned by: Jesse Cooper FACBB5730C1E467...

Jesse Cooper

Title: Fleet Manager

Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.	*
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.	*
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.	*
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as “A” - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the “Related Certification” section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller’s Permit 101-135239 CA State Seller’s Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller’s Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller’s Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller’s Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

RESOLUTION NO. 22-83
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.1539, consisting of 8 pages, and including:

Warrant No.

General: Checks No. 597705 through 597828
ACH No. 2921 through 2990

Successor Agency: Check No. 1495 through 1495
Successor Agency: ACH No. 9 through 9

On file in the office of the City Clerk, the same having been audited and approved by the Assistant 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 12th day of October 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No.22-83 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 12th day of October 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

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1539
From Payment 09/16/22 - To Payment Date 09/29/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
2921	09/22/2022	$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS INC
2922	09/22/2022	$34,403.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
2923	09/22/2022	$7,568.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
2924	09/22/2022	$118,072.60	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
2925	09/22/2022	$3,513.29	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2926	09/22/2022	$3,719.57	SUPPLIES	62880	AMERICAN MARKER
2927	09/22/2022	$18,744.44	CONTRACT SERVICES	3016	ANTARES GOLF LLC
2928	09/22/2022	$86,967.84	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
2929	09/22/2022	$1,869.02	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
2930	09/22/2022	$125.63	SUPPLIES	438	CODE RED FIRE INC
2931	09/22/2022	$339.70	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
2932	09/22/2022	$3,392.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
2933	09/22/2022	$856.56	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
2934	09/22/2022	$30,828.09	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
2935	09/22/2022	$31,647.61	CONTRACT SERVICES	371	FLO-SERVICES INC
2936	09/22/2022	$2,060.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
2937	09/22/2022	$100.00	TRAVEL & MEETINGS	57340	DARIN GOLTARA
2938	09/22/2022	$15,664.00	CONTRACT SERVICES	2793	IBE DIGITAL
2939	09/22/2022	$639.45	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
2940	09/22/2022	$3,985.05	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
2941	09/22/2022	$292.50	TRAINING	102	ROBERT JOSETT
2942	09/22/2022	$450.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
2943	09/22/2022	$7,602.31	SUPPLIES	26670	LIFE-ASSIST INC
2944	09/22/2022	$32,736.34	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
2945	09/22/2022	$735.13	CONTRACT SERVICES	19250	N/S CORPORATION

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
2946	09/22/2022	$11,525.29	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
2947	09/22/2022	$1,500.00	EDUCATION REIMBURSEMENT	1620	VERONICA PALAFOX
2948	09/22/2022	$44,256.60	CONTRACT SERVICES	42180	PCAM LLC
2949	09/22/2022	$401.35	SUPPLIES	1120	BLUETRITON BRANDS INC
2950	09/22/2022	$15,245.97	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
2951	09/22/2022	$38,255.88	FUEL INVENTORY	1059	AMBER RESOURCES LLC
2952	09/22/2022	$1,716.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
2953	09/22/2022	$183,708.67	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
2954	09/22/2022	$1,956.09	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
2955	09/22/2022	$1,500.00	EDUCATION REIMBURSEMENT	3247	WENDY TAING
2956	09/22/2022	$385.60	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
2957	09/22/2022	$5,868.90	SUPPLIES	3088	WAXIES ENTERPRISES LLC
2958	09/29/2022	$125.00	TRAINING	3163	BANK OF AMERICA
2959	09/29/2022	$174.77	SUPPLIES	3163	BANK OF AMERICA
2960	09/29/2022	$150.00	TRAINING	3163	BANK OF AMERICA
2961	09/29/2022	$26.43	SUPPLIES	3163	BANK OF AMERICA
2962	09/29/2022	$575.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
2963	09/29/2022	$652.48	SUPPLIES	3163	BANK OF AMERICA
2964	09/29/2022	$4,354.83	SUPPLIES	3163	BANK OF AMERICA
2965	09/29/2022	$6,369.21	SUPPLIES	3163	BANK OF AMERICA
2966	09/29/2022	$491.50	SUPPLIES	3163	BANK OF AMERICA
2967	09/29/2022	$1,751.70	SUPPLIES	3163	BANK OF AMERICA
2968	09/29/2022	$646.02	SUPPLIES	3163	BANK OF AMERICA
2969	09/29/2022	$3,456.80	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
2970	09/29/2022	$313,287.58	PENSION/RETIREMENT PAYABLE	17	CAL PERS
2971	09/29/2022	$3,025.26	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
2972	09/29/2022	$35,984.81	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
2973	09/29/2022	$4,636.22	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2974	09/29/2022	$17,355.77	CONTRACT SERVICES	3016	ANTARES GOLF LLC
2975	09/29/2022	$68.36	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
2976	09/29/2022	$178,405.00	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
2977	09/29/2022	$1,648.47	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
2978	09/29/2022	$214.99	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
2979	09/29/2022	$3,825.41	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
2980	09/29/2022	$124,700.08	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
2981	09/29/2022	$450.00	EDUCATION REIMBURSEMENT	2351	RYAN LANDRUM
2982	09/29/2022	$10,750.22	DUES & SUBSCRIPTIONS	15070	LEXIPOL LLC
2983	09/29/2022	$2.32	SUPPLIES	26670	LIFE-ASSIST INC
2984	09/29/2022	$8.24	SUPPLIES	1120	BLUETRITON BRANDS INC
2985	09/29/2022	$565.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
2986	09/29/2022	$12,954.54	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
2987	09/29/2022	$78,491.34	FUEL INVENTORY	1059	AMBER RESOURCES LLC
2988	09/29/2022	$10,000.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
2989	09/29/2022	$468.50	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
2990	09/29/2022	$685.93	SUPPLIES	3088	WAXIES ENTERPRISES LLC
	ACH TOTAL	**$1,529,079.84**			
597705	09/20/2022	$140.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
597706	09/22/2022	$25,415.00	CONTRACT SERVICES	3633	A TECH CONSULTING INC
597707	09/22/2022	$11,854.20	AFLAC OTHER	55860	AFLAC
597708	09/22/2022	$281.09	UTILITY SERVICES	39550	AT&T
597709	09/22/2022	$4,099.95	UTILITY SERVICES	39550	AT&T
597710	09/22/2022	$4,770.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
597711	09/22/2022	$100.00	TRAVEL & MEETINGS	51780	CRAIG BARKER

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
597712	09/22/2022	$6,050.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
597713	09/22/2022	$1,688.00	CONTRACT SERVICES	243	BLACK ODOWD AND ASSOCIATES
597714	09/22/2022	$80.00	GENERAL GOVERNMENT	3826	RUBEN BORJA
597715	09/22/2022	$250.00	GENERAL GOVERNMENT	2952	GISSELLE BRAVO
597716	09/22/2022	$80.00	PARKS AND RECREATION	3829	HEIDY CACH
597717	09/22/2022	$1,088.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
597718	09/22/2022	$162.58	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
597719	09/22/2022	$1,390.96	UNIFORM EXPENSE	3173	HERMES CARBAJAL
597720	09/22/2022	$1,062.98	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
597721	09/22/2022	$10,858.50	TRAINING	1294	CINTAS CORPORATION NO 2
597722	09/22/2022	$294.00	SUPPLIES	2212	NICHOLAS DIFATTA
597723	09/22/2022	$5,375.04	CONTRACT SERVICES	1764	COMMUNICATIONS PROFESSIONALS INC
597724	09/22/2022	$1,665.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
597725	09/22/2022	$190.00	GENERAL GOVERNMENT	3833	CHRISTINA ECONOMIDES
597726	09/22/2022	$1,006.51	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
597727	09/22/2022	$311.48	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
597728	09/22/2022	$80.00	GENERAL GOVERNMENT	3830	ERIKA FLORES
597729	09/22/2022	$8.34	MAIL/ POSTAL EXPENSE	3167	GLS US
597730	09/22/2022	$127.31	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
597731	09/22/2022	$250.00	GENERAL GOVERNMENT	3831	GUILLE GOMEZ
597732	09/22/2022	$12,636.48	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
597733	09/22/2022	$3,364.81	CONTRACT SERVICES	9390	HDL SOFTWARE LLC
597734	09/22/2022	$866.22	EDUCATION REIMBURSEMENT	3542	GUADALUPE HERNANDEZ
597735	09/22/2022	$517.80	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
597736	09/22/2022	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
597737	09/22/2022	$7,030.25	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
597738	09/22/2022	$650.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
597739	09/22/2022	$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
597740	09/22/2022	$200.00	TRAVEL & MEETINGS	18760	FEDERICO JIMENEZ
597741	09/22/2022	$120.00	CONTRACT SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
597742	09/22/2022	$7,206.01	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
597743	09/22/2022	$698.60	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
597744	09/22/2022	$1,022.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
597745	09/22/2022	$11,751.92	MISCELLANEOUS EXPENSE	28440	LOS ANGELES COUNTY TAX COLLECTOR
597746	09/22/2022	$2,875.00	CONTRACT SERVICES	3723	MAJESTIC FIRE PROTECTION
597747	09/22/2022	$1,300.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
597748	09/22/2022	$3,862.25	CONTRACT SERVICES	3526	PATH
597749	09/22/2022	$40.00	PARKS AND RECREATION	3828	MARISSA PEDROZA
597750	09/22/2022	$20.77	UTILITY SERVICES	36610	CITY OF PICO RIVERA
597751	09/22/2022	$800.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
597752	09/22/2022	$121.26	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
597753	09/22/2022	$440.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
597754	09/22/2022	$80.00	PARKS AND RECREATION	3827	ERIKA RAMIREZ
597755	09/22/2022	$574.40	SUPPLIES	3836	RAYMOND GLASS INC.
597756	09/22/2022	$25,400.00	CONTRACT SERVICES	2535	REMIX SOFTWARE INC
597757	09/22/2022	$13,488.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
597758	09/22/2022	$2,622.27	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
597759	09/22/2022	$520.00	CONTRACT SERVICES	68000	JORGE SOTO
597760	09/22/2022	$2,304.52	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
597761	09/22/2022	$2,651.87	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
597762	09/22/2022	$18,350.46	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
597763	09/22/2022	$429.04	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
597764	09/22/2022	$200.00	DUES & SUBSCRIPTIONS	526	T-MOBILE USA INC
597765	09/22/2022	$671.80	SUPPLIES	2573	TELEFLEX LLC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
597766	09/22/2022	$926.06	CONTRACT SERVICES	13580	TENNANT SALES AND SERVICE CO
597767	09/22/2022	$6,429.23	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
597768	09/22/2022	$970.90	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
597769	09/22/2022	$40.00	PARKS AND RECREATION	3825	ISRAEL TORRES
597770	09/22/2022	$3,954.80	UTILITY SERVICES	72570	US TELEPACIFIC CORP
597771	09/22/2022	$602.85	CONTRACT SERVICES	64140	TURNOUT MAINTENANCE COMPANY LLC
597772	09/22/2022	$9,017.69	SUPPLIES	45120	ULINE INC
597773	09/22/2022	$653.44	SUPPLIES	131	UNITED SITE SERVICES INC
597774	09/22/2022	$11,895.80	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
597775	09/22/2022	$500.00	CONTRACT SERVICES	3839	JOSE VASQUEZ
597776	09/22/2022	$100.00	GENERAL GOVERNMENT	3832	DANIEL VILLANUEVA LUNA
597777	09/22/2022	$2,910.53	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
597778	09/22/2022	$2,698.92	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
597779	09/29/2022	$3,400.00	CONTRACT SERVICES	3824	AAA RENTS AND EVENTS INC
597780	09/29/2022	$4,004.36	UTILITY SERVICES	1732	AT&T CORP
597781	09/29/2022	$2,932.53	UTILITY SERVICES	38380	AT&T
597782	09/29/2022	$5,464.18	UTILITY SERVICES	39550	AT&T
597783	09/29/2022	$59.25	UTILITY SERVICES	39550	AT&T
597784	09/29/2022	$620.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
597785	09/29/2022	$1,863.45	CONTRACT SERVICES	2589	AXON ENTERPRISE INC
597786	09/29/2022	$47,786.88	SUPPLIES	3649	BBI BEAU BUREAUX INTERIORS
597787	09/29/2022	$400.00	CONTRACT SERVICES	3659	MARSHALL L BRIZENDINE
597788	09/29/2022	$448.15	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
597789	09/29/2022	$404,291.97	CONTRACT SERVICES	2530	CJ CONCRETE CONSTRUCTION INC
597790	09/29/2022	$2,035.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
597791	09/29/2022	$2,269.45	SUPPLIES	2455	HASA, INC.
597792	09/29/2022	$215.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
597793	09/29/2022	$45,599.80	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
597794	09/29/2022	$40.00	PARKS AND RECREATION	3841	TOMAS FRANCO DIAZ
597795	09/29/2022	$25,508.00	CONTRACT SERVICES	3213	GEO-COMM INC
597796	09/29/2022	$51.24	SUPPLIES	3807	VICTOR GONZALEZ
597797	09/29/2022	$263.21	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
597798	09/29/2022	$3,935.85	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR INC
597799	09/29/2022	$2,844.84	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
597800	09/29/2022	$250.00	GENERAL GOVERNMENT	3840	MONICA JUAREZ
597801	09/29/2022	$240.00	CONTRACT SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
597802	09/29/2022	$250.00	GENERAL GOVERNMENT	3843	MARIA LOPEZ
597803	09/29/2022	$1,154.20	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
597804	09/29/2022	$2,149.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
597805	09/29/2022	$321.25	TRAINING	3217	JUAN MARTINEZ
597806	09/29/2022	$675.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
597807	09/29/2022	$7,020.57	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
597808	09/29/2022	$3,902.67	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
597809	09/29/2022	$383.00	SUPPLIES	3516	NATIONWIDE MEDICAL SURGICAL INC
597810	09/29/2022	$302.53	TRAVEL & MEETINGS	58750	JOSE A OCHOA
597811	09/29/2022	$2,777.53	SUPPLIES	15620	OFFICE DEPOT INC
597812	09/29/2022	$200.00	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
597813	09/29/2022	$9,580.08	CONTRACT SERVICES	3279	PROCURE AMERICA INC
597814	09/29/2022	$86.26	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
597815	09/29/2022	$1,044.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
597816	09/29/2022	$6,263.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
597817	09/29/2022	$44,667.19	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
597818	09/29/2022	$3,652.38	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
597819	09/29/2022	$919.51	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC

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597820	09/29/2022	$1,611.00	CONTRACT SERVICES	8460	SOUTHLAND ALARM INC
597821	09/29/2022	$95.00	GENERAL GOVERNMENT	3842	DESERIE STANLEY
597822	09/29/2022	$1,850.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
597823	09/29/2022	$549.53	SUPPLIES	3110	TOMAS ALVARADO
597824	09/29/2022	$7,500.00	CONTRACT SERVICES	2699	KIM TURNER LLC
597825	09/29/2022	$16,416.00	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
597826	09/29/2022	$494.50	UTILITY SERVICES	23610	VERIZON WIRELESS
597827	09/29/2022	$190.00	CONTRACT SERVICES	3719	JERRY FLORES
597828	09/29/2022	$40.00	CONTRACT SERVICES	3719	JERRY FLORES
	CHECK TOTAL	**$914,496.60**			
Successor Agency (SA)					
9	09/29/2022	$3,431.70	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
	ACH TOTAL	**$3,431.70**			
1495	09/29/2022	$950.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
	CHECK TOTAL	**$950.00**			
	SA TOTAL	**$4,381.70**			
	GRAND TOTAL	**$2,447,958.14**			

CITY OF MONTEBELLO
CALL AND NOTICE OF A SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, JUNE 15, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA 90640

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:06 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Torres, Councilmember Melendez, and Councilmember Peralta. City Clerk Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)
The City Clerk's Office acknowledged ten (10) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged seven (7) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

CLOSED SESSION – None.

REGULAR SESSION – 5:00 P.M.

CORRECTIONS TO THE AGENDA – CITY MANAGER – None.

REGULAR BUSINESS

1. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2451 AMENDING MONTEBELLO MUNICIPAL CODE SECTION 2.08.050 OF TITLE 2, CHAPTER 2.08, TO DESIGNATE CITY COUNCIL SEATS THAT WILL BE PLACED ON THE BALLOT IN THE NOVEMBER 2022 ELECTION AND TO RETAIN THE TWO (2) AT-LARGE COUNCIL SEATS

DRAFT

CURRENTLY IN PLACE THUS EXPANDING THE CITY COUNCIL COMPOSITION TO SEVEN (7) MEMBERS ON A TEMPORARY BASIS

City Attorney explained the District process and how it was brought about to allow for a certain part of the community to be better represented. He also explained what the proposed Ordinance does and does not change. It does not change the efforts City Council conducted to receive input from the community, the by-district process, the district maps previously adopted, and the composition of boundaries. He further explained that by law you cannot shorten the terms of Councilmembers Peralta and Torres and they will retain their seat for the remainder of their term until November 2024. This Ordinance would place all five (5) district seats up for election in November 2022 and all voters will be allowed to participate in the electoral process without impacting or shortening the term of the other two (2) Councilmembers. The Ordinance would have five (5) members elected by district and continue to have the 2 members at large, for a temporary seven (7) member composition of the Council. The City Attorney also answered questions directed to Council during the Public Comment period.

Councilmember Melendez expressed his support on the importance of the entire community to participate in the upcoming election and reiterated that Councilmember Peralta and Councilmember Torres' terms would not be shortened. He continued to express that this is the best and most Democratic way to go to have complete representation in all five districts. Councilmember Melendez reiterated the points of the Ordinance that the City Attorney touched on and directed clarifying questions to the City Attorney.

Councilmember Peralta asked the City Attorney what other cities have done this. The City Attorney clarified that in his research, it was found that there were other cities that took a similar approach but to his knowledge no other city took the unique approach of retaining two (2) at large positions and five (5) by district members. The City Attorney's office consulted with special election counsel in regards to this approach. Councilmember Peralta expressed his concerns regarding this approach and asked the Council for their comments.

Councilmember Melendez stated that the Council would eventually meet to discuss the sequencing of the districts, as to what districts would be up for election; therefore should not come as a surprise. Furthermore, Councilmember Peralta expressed her continued disagreement on this item and directed clarifying questions to the City Attorney regarding the at-large seats, special election costs, and district language as listed on the Ordinance. The City Attorney provided his legal comments.

Mayor Pro Tem Jimenez stated that she wished the residents would show up not just for moments like this but to support the City Manager and Staff for the work that has been accomplished in the past 3 years. She noted the lack of support during the districting process and expressed her support of the item.

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Councilmember Torres expressed his disagreement on attempting to change the rules within a 24 hours' notice and his opposition for this item in regard to all five district being placed on the ballot. Mr. Torres directed clarifying questions to the City Attorney in regard to other cities taking similar approach and the City of Downey's position with districting and at large seats; City Attorney Alvarez-Glasman provided his responses.

Mayor Cobos-Cawthorne noted that she was against this item from the beginning and apologized to resident Tila Gregorian for not being able to fight this item.

Councilmember Melendez motioned to introduce and conduct the First Reading of Ordinance No. 2451 to designate City Council seats that will be placed on the ballot in the November 2022 election and to retain the two (2) at-large Council seats currently in place thus expanding the City Council composition to seven (7) members on a temporary basis, and waive further reading; seconded by Mayor Pro Tem Jimenez.

Substitute motion was made by Councilmember Torres requesting that only Districts 1, 3, 5 be placed on the ballot for the November 2022 election for four (4) year terms, and that Districts 2 and 4 be placed on the ballot for the 2024 election for full four (4) year terms; motion was seconded by Councilmember Peralta but did not pass.

Substitute motion vote:

MOVED: Torres	**SECONDED:** Peralta	**FAILED:** 2-3-0-0
AYES: Peralta, Torres NOES: Melendez, Jimenez, Cobos-Cawthorne ABSTAIN: None ABSENT: None		

The original motion made by Councilmember Melendez and seconded Mayor Pro Tem Jimenez was brought back to the table and passed by the following vote:

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 3-2-0-0
AYES: Cobos-Cawthorne, Jimenez, Melendez NOES: Peralta, Torres ABSTAIN: None ABSENT: None		

RECOMMENDATION: It is recommended that the City Council:

1) Introduce and conduct the First Reading of Ordinance No. 2451 (Attachment A) to designate City Council seats that will be placed on the ballot in the November 2022 election and to retain the two (2) at-large Council seats currently in place thus expanding the City Council composition to seven (7) members on a temporary basis; and
2) Take such additional, related, action that may be desirable.

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ADJOURNMENT

Mayor Cobos-Cawthorne adjourned in memory of El Monte Police Officer Joseph Santana and Corporal Michael Paredes. City Manager Bobadilla also gave his condolences to the El Monte Police Department. Councilmember Melendez motioned to adjourn the meeting, seconded by Mayor Pro Tem Jimenez; motion carried unanimously and the meeting was adjourned at 6:36 p.m.

THE MINUTES OF JUNE 15, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF OCTOBER 2022.

Alicia Fernandez, Senior Deputy City Clerk

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AGENDA & NON-AGENDA SPEAKER CARDS

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Lilli Cervera **PHONE:** 323 353 2624 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Item #1

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: 6-15-22 **Time Received:** _____ **Date Received:** [redacted]

SPEAKER'S FULL NAME: Bill Padilla **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: ME

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: 6-15-22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Roxy Pimentel **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: 6-15-22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Yvette Fimbres **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 5

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Alexandra Briseño **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 6

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Pattie Soltero **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 8

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: 6/15/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Maria Knox **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 9

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____ *(Optional)*

ADDRESS: On file *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 10

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: 6.15.21 **Time Received:** 5:02pm **Date Received:** 6.15.21

SPEAKER'S FULL NAME: Joseph Sanchez **PHONE:** (323) 864-9509 *(Optional)*

ADDRESS: 1421 Espanol Ave. *(Optional)*

ORGANIZATION REPRESENTED:

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:**

NOTES:

ACCOMMODATIONS:

Translation Needed: No ☒ Yes ☐ Language:

Received by Staff **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 11

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: 6/15/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Joella Valdez **PHONE:** (213)8405736 *(Optional)*

ADDRESS: 1017 Eucalipto Pl. *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ in Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email☐ Phone☐ In Person☐

CITY OF MONTEBELLO [redacted] Request No. 7

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Meeting Date: 6-15-22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Danielle Cardona **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: *DID NOT SPEAK

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA COMMENTS

Guillen, Kimberly (Admin)

From: David J. Sanchez <davidjsanchez@yahoo.com>
Sent: Wednesday, June 15, 2022 5:25 AM
To: comment, ccpublic
Subject: Comment with one minor correction

Follow Up Flag: Follow up
Flag Status: Flagged

Dear City Council,

This is the lowest most underhanded level the Council Majority has ever gone by sneaking in a City Council Meeting with 24 hour notice to force Council Members Scarlet Peralta and David Torres to run just to represent the areas of the City of Montebello where they live.

This totally goes in the face of the will of Montebello voters. This is not what the California Legislature had in mind with the Districting Law. Passing this shameful item will only cause the city to have to go to court. The city will lose because the court will undoubtedly side with the voters.

This is so obviously political but I have to wonder why since the majority gets what it wants anyway. The only explanation that makes any sense is that the majority wants to silence any critics. The majority does not want to have anyone being transparent with city business. Bottom line is that the majority wants to spend money in the dark without anyone questioning them.

I used to believe in the Mayor and the Council Member that came from nowhere to win a seat but now I'm sad to see how low and dirty they are going to silence good people like Scarlet and David.

Don't vote for this! Let Council Members Peralta and Torres represent the districts where they live for the remainder of their terms.

David J. Sánchez
815 Perry Avenue
Montebello CA 90640

Sent from my iPhone

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Guillen, Kimberly (Admin)

From: Flor Alvarez <alvarezrealtor@gmail.com>
Sent: Wednesday, June 15, 2022 9:53 AM
To: comment, ccpublic
Subject: Todays meeting.

I am writing in concern of the special meeting agenda tonight and the changing of the City Ordinance. I do not agree with it and do not support it.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Guillen, Kimberly (Admin)

From: Gilbert Juarez <gdjuarez25@gmail.com>
Sent: Wednesday, June 15, 2022 2:01 PM
To: comment, ccpublic
Subject: Public Comment Submission for Special Meeting

Dear City of Montebello,

I support the item in the agenda for all districts to be up this November election. The people of Montebello should be able to decide who their representatives will be. No appointment to any of the districts! We the people have the right to elect our own representative of our own choosing.

I have said it before, I am a proud renter in the City and my voice and needs should be reflected in the representative of my choosing.

I ask that you support in having all five districts up for election this year.

Thank You,
Gilberto Juarez

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Guillen, Kimberly (Admin)

From: Jesse Montes <jessemontes03@gmail.com>
Sent: Wednesday, June 15, 2022 2:11 PM
To: comment, ccpublic
Subject: Public Comment- Agenda Item #1

City Council:

Reading item #1, I was a bit confused but now I understand. It makes a lot of sense to have all the city districts up for election at the same time. It'll be good to see more people that can help our neighborhoods. I would like to see seven council members. To me, it seems like more representation for us the people is never a problem.

Thank You,
Jesse Montes

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Guillen, Kimberly (Admin)

From: Valerie Cabral <vcabralf7@gmail.com>
Sent: Wednesday, June 15, 2022 2:17 PM
To: comment, ccpublic
Subject: Public Comment Submission

Dear Honorable Mayor and Councilmembers,

Today I write in support of agenda item #1 to have all 5 newly created districts up for election. Districting is new to the residents and it's important that all of Montebello be able to vote for districts at the same time. Let this be a new start for our community and an opportunity to have more elected's to help provide resources.

Democracy wins!

Thank You,
Valerie Cabral
Resident of N. Poplar Ave, Montebello

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Angelina Padilla

From: Montebello-Pico Rivera Democrats <mprdemocrats@gmail.com>
Sent: Wednesday, June 15, 2022 2:43 PM
To: comment, ccpublic
Subject: Public Comment Submission

The Montebello-Pico Rivera Democrats would like to express our support for all five of the newly created districts to be up for election in November 2022. We understand that if this proposal is adopted, we will have two years with seven council members. The transition from an at-large to a district-based election system has presented a unique opportunity for a fresh start for our city and we are excited about the possibility of having the voices of residents heard and the opportunity for residents to become more engaged in the election process. By allowing all five districts to be eligible in the November 2022 election, residents will have the freedom to elect a Councilmember who will adequately address the needs of their district and secure a pathway toward effective, meaningful, and responsive representation on the dais.
Thank you.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Leonard Narumi <leonardnarumi@gmail.com>
Sent: Wednesday, June 15, 2022 2:57 PM
To: comment, ccpublic
Subject: First reading of Ordinance 2451 amending Montebello Municipal Code Section 2.08.050 of Title 2, Chapter 2.08

Dear Honorable Mayor, esteemed City Council Members, dedicated staff and all concerned,

As I understand it, the proposed amendment to our city's municipal code could potentially result in a scenario where a majority voting block could exist between just two of the five new voting districts. Though temporary, if passed, it would set the stage for the aforementioned hypothetical to possibly occur and, for that reason, I stand in opposition to this proposed ordinance.

If I am incorrect in my understanding of what is being considered, I apologize. That said, please carefully weigh if such an amendment would truly enhance the public trust or further erode it.

Most appreciatively and respectfully,

Leonard Narumi
Resident of newly established District 1

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING

MINUTES

WEDNESDAY, JUNE 22, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:05 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Peralta, Councilmember Melendez, and Councilmember Torres. City Clerk Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS
The City Clerk's Office called one (1) member of the public wishing to address the City Council. Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

CLOSED SESSION – 5:30 P.M.
Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:10 p.m. to consider the following closed session items:

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)
One matter related to SB 1383 Compliance

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 701 Whittier Blvd, Montebello CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Jimmy's Property
Under Negotiation: Price and Terms

3b. Government Code Section 54956.8
Property: 901 Via San Clemente, Montebello CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Topgolf
Under Negotiation: Price and Terms

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
D. Mora v. City of Montebello
Los Angeles Superior Court Case No. 20STCV13282

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: City Manager René Bobadilla

Item 3b. was added to the agenda as a subsequent need matter pursuant to Government Code Section 54954.2(b)(2). It was motioned by Councilmember Torres, seconded by Mayor Pro Tem Jimenez, that the item be added; motion approved unanimously.

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

CLOSED SESSION REPORT

Mayor Cobos-Cawthorne reconvened the meeting at 6:09 p.m. During Closed Session the City Council received a briefing on Item No. 1, no action taken; nothing to report. The City Council received a briefing on Item No. 2, no action taken; the item will be brought back to a future meeting. The City Council received a briefing on Item No. 3 and 3b, no action taken; nothing further to report. The City Council received a briefing on Item No. 4, direction was provided to the City Attorney's Office with possible resolution of that case; nothing to report. The City Council received a briefing on Item No. 5, no action taken; nothing to report.

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INVOCATION – City Clerk Christopher Jimenez

PLEDGE OF ALLEGIANCE – Louie Paracua, USMC Veteran

CORRECTIONS TO THE AGENDA – CITY MANAGER – None.

CEREMONIAL/PRESENTATIONS

6. **RECOGNITION OF CITIZEN OF THE MONTH – OLIVER JIMENEZ** – Presented by Mayor Cobos-Cawthorne

7. **RECOGNITION OF GARY MENDIBLES – WORK ON TINY HOMES PROJECT** – Presented by Mayor Cobos-Cawthorne

8. **RECOGNITION OF PARKS AND RECREATION MONTH** – Presented by Mayor Cobos-Cawthorne

9. **RECOGNITION OF JUVENILE ARTHRITIS AWARENESS MONTH** – Presented by Mayor Cobos-Cawthorne

10. **EASTSIDE PHASE II – PRESENTED BY JENNY CRISTALES-CEVALLOS, LA METRO** – Presented by Jenny Cristales-Cevallos

    The Council had an opportunity to ask clarifying questions regarding the project. They thanked Jenny and staff for the presentation.

11. **CODE ENFORCEMENT UPDATE** – Presentation was moved to August 10, 2022.

12. **NEW CITY WEBSITE REVEAL** – Presented by Michael Chee, Deputy Director of Public Affairs

    The Council had an opportunity to ask clarifying questions and thanked staff for the presentation and their hard work.

13. **CAPITAL IMPROVEMENT PROGRAM UPDATE – STREET PAVEMENT** – Presented by James Enriquez, Director of Public Works

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

The City Clerk's Office called six (6) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged two (2) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST – Recreation and Community Services Director, David Sosnowski, announced upcoming Community Events. The events included

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the conclusion of the Farmers Market; Stride for Pride Event; 5k Run/Walk, a collaborative event with the Run Montebello Run Group; Downtown Street Fest Event; and National Night Out.

PUBLIC HEARING

14. ADOPT RESOLUTION NO. 22-48, PUBLIC HEARING CONFIRMING THE FY 2022–2023 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS

City Attorney Alvarez-Glasman presented the item.

Mayor Cobos-Cawthorne combined Item Nos. 14 and 15 and opened the Public Hearing at 9:06 p.m.

The City Clerk's office called one (1) member of the public wishing to address the City Council for clarification on this item; speaker was provided three minutes to address the City Council.

Mayor Cobos-Cawthorne closed the Public Hearing at 9:10 p.m.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

1) Conduct a Public Hearing and Consider Adopting Resolution No. 22-48 (Attachment A) Confirming the FY 2022-2023 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2) Authorize the Levying of the FY 2022-2023 Assessments; and
3) Take such additional, related, action that may be desirable

Motion approved unanimously.

15. ADOPT RESOLUTION NO. 22-49, PUBLIC HEARING CONFIRMING THE FY 2022–2023 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS

The Public Hearing Portion was combined with Item No. 14.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez that the City Council:

1) Conduct a Public Hearing and Consider Adopting Resolution No. 22-49 (Attachment A) Confirming the FY 2022-2023 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and
2) Authorize the Levying of the FY 2022-2023 Assessments; and
3) Take such additional, related, action that may be desirable.

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Motion approved unanimously.

16. ADOPT INTERIM URGENCY ORDINANCE NO. 2450 ESTABLISHING A 45-DAY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR MODIFICATION OF WAREHOUSES, DISTRIBUTION PLANTS, TRUCK STORAGE FACILITIES AND RELATED USES WITHIN THE CITY OF MONTEBELLO

City Manager Bobadilla presented the item.

Mayor Cobos-Cawthorne opened the Public Hearing at 9:11 p.m.

Councilmember Peralta asked if the studies would be conducted by City Staff or if there would be a need for additional funding to hire a third party.

Director of Planning and Community Development, Joseph Palombi, informed Council that City Staff would conduct the study.

Councilmember Torres asked City Staff how the issue arose and to provide examples.

Director Palombi informed Council that a warehouse in Montebello had proposed a modification and City Staff determined that the City should adopt an Ordinance to prevent issues from arising.

Councilmember Torres asked if there would be a report coming back for Council consideration. He further asked if there would be signage or enforcement to prevent heavy trucks from driving through the residential areas. He requested to amend the Urgency Ordinance to include that the report would include recommendations for regulating the operation of commercial vehicles on residential streets including signage, reporting protocols and enforcement.

City Manager Bobadilla informed the Council that the City only has 45 days to conduct the study and that Councilmember Torres's recommendation can be taken into consideration at a later time.

City Attorney Alvarez-Glasman suggested that Council adopt the Urgency Ordinance and then direct staff to report on additional information that is being requested by Council regarding impacts created by commercial vehicles.

Mayor Cobos-Cawthorne closed the Public Hearing at 9:19 p.m.

Councilmember Torres motioned, seconded by Councilmember Peralta that the City Council:

1) Adopt interim Urgency Ordinance No. 2450 establishing a 45-day moratorium on the establishment, expansion, or modification of warehouses, distribution plants, truck storage facilities and related uses that are located within the City of Montebello; and

DRAFT

2) Take such additional and/or related, action that may be desirable.
Motion carried unanimously.

17. ADOPT RESOLUTION NO. 22-52 APPROVING THE HOUSING ELEMENT UPDATE FOR THE 2021-2029 PLANNING PERIOD (6TH CYCLE REGIONAL HOUSING NEEDS ALLOCATION)

Director Palombi presented the item.

Kaiser Rangwala provided a presentation on the item.

Councilmember Peralta commended the work that was put forth to complete this accomplishment. She asked Council to consider extending the item to July to allow the Council to review the entire document.

Councilmember Torres thanked Staff for the presentation. He stated that he would also like Council to consider extending the discussion to July to allow Council time to review the entire documents and further stated that the deadline to submit the plan is July.

Mr. Rangwala stated that the plan was due in February 2022 and the City was in violation. However, since the new law came to affect changes were made to incorporate the new legislation.

Councilmember Torres asked Council to note that cities are losing more affordable housing instead of attaining more. He asked Mr. Rangwala to clarify the Metro Heights Project on his presentation to verify that these apartments would be added to the list of affordable housing. He pointed out additional slides that Council should be taking into consideration to prepare for questions or concerns from the residents, and begin thinking of design standards for districts to attract the public.

Mr. Rangwala informed the Council that the Housing Element Plan could be changed at a later date but approving the item now would allow the City to apply for grants.

Councilmember Melendez thanked City Staff and Mr. Rangwala for the information and presentation. He further stated that it was important for the City to approve the item.

Mayor Cobos-Cawthorne opened the Public Hearing at 10:07 p.m.

The City Clerk's office called one (1) member of the public wishing to address the City Council; speaker was provided three minutes to address the City Council.

The City Clerk's Office acknowledged one (1) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

Mayor Cobos-Cawthorne closed the Public Hearing at 10:10 p.m.

DRAFT

Councilmember Peralta motioned, seconded by Councilmember Melendez that the City Council:

1) Adopt the Negative Declaration prepared in connection with the Housing Element Update (2021-2029) in accordance with the California Environmental Quality Act ("CEQA"); and
2) Approve the Housing Element Update (dated June 13, 2022 for the 2021-2029 planning period) pursuant to Resolution No. 2022-52; and
3) Take such additional and/or related, action that may be desirable.

MOVED: Peralta	**SECONDED:** Melendez	**APPROVED:** 4-0-1-0

AYES: Peralta, Jimenez, Melendez, Cobos-Cawthorne
NOES: None
ABSTAIN: Torres
ABSENT: None

Motion passed 4-1.

18. ADOPT RESOLUTION NO. 22-51, PUBLIC HEARING ESTABLISHING THE RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT

Mayor Cobos-Cawthorne opened the Public Hearing at 10:11 p.m.

There were no comments; Mayor Cobos-Cawthorne closed the Public Hearing 10:11 p.m.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

1) Conduct a Public Hearing and consider adopting the attached Resolution No. 22-51 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2022-23 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and
2) Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls

Motion approved unanimously.

REGULAR BUSINESS

19. APPROVE ASSEMBLY BILL (AB) 481 – MILITARY USE POLICY APPROVAL ("POLICY")

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez that the City Council:

DRAFT

1) Approve the attached Military Use Policy and provide direction to the Montebello Police Department ("MPD") to introduce, after the Policy has been posted on the MPD's website for at least thirty (30) days, an Ordinance to adopt the Policy; and
2) Take such additional, related, action that may be desirable.

Councilmember Torres asked clarifying questions regarding the item.

Motion passed unanimously.

20. ADOPT RESOLUTIONS FOR THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION FOR NOVEMBER 8, 2022

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

1) Approve Resolution No. 22-55 calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities; and
2) Approve Resolution No. 22-56 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 8, 2022; and
3) Approve Resolution No. 22-57 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code; and
4) Approve Resolution No. 22-58 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 8, 2022; and
5) Approve Resolution No. 22-59 providing for a procedure for determining by lot a tie among candidates at the November 8, 2022 General Municipal Election in accordance with Elections Code Section 15651.

Councilmember Torres and Councilmember Peralta asked to include comments stated during the discussion of Item No. 21.

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 3-2-0-0
AYES: Jimenez, Melendez, Cobos-Cawthorne NOES: Peralta, Torres ABSTAIN: None ABSENT: None		

Motion passed 3-2.

DRAFT

CONSENT CALENDAR

City Manager Bobadilla asked to pull Item No. 23 for discussion. Councilmember Peralta pulled Item No. 21. Councilmember Torres pulled Item Nos. 28, 29, 35, 37, and 40. Mayor Pro Tem Jimenez motioned, seconded by Councilmember Torres, that Item No's. 22, 24-27, 30-34, 36, and 38-39 be approved.

21. SECOND READING AND ADOPT ORDINANCE NO. 2451 AMENDING THE MONTEBELLO MUNICIPAL CODE TO DESIGNATE CITY COUNCIL SEATS THAT WILL BE PLACED ON THE BALLOT IN THE NOVEMBER 2022 ELECTION AND TO RETAIN THE TWO (2) AT-LARGE COUNCIL SEATS CURRENTLY IN PLACE THUS EXPANDING THE CITY COUNCIL COMPOSITION TO SEVEN (7) MEMBERS ON A TEMPORARY BASIS

Councilmember Peralta asked if any other City had gone through the same process and the total cost for a special election. She further stated her disappointment in the process to by-district elections.

Councilmember Torres expressed his disappointment in the process.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

1) Waive the Second Reading adopt Ordinance No. 2451 (Attachment A) to designate City Council seats that will be placed on the ballot in the November 2022 election and to retain the two (2) at-large Council seats currently in place thus expanding the City Council composition to seven (7) members on a temporary basis; and
2) Take such additional, related, action that may be desirable.

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 3-2-0-0
AYES: Jimenez, Melendez, Cobos-Cawthorne NOES: Peralta, Torres ABSTAIN: None ABSENT: None		

Motion passed 3-2.

22. NOTICE INVITING BIDS – ANNUAL SLURRY SEAL PROJECT, FISCAL YEAR 2022-23 – C.P. # 892

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Plans, Specifications, and Estimate (PS&E) for the Slurry Seal Project, FY 2022-23 (C.P. #892); and
2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and

DRAFT

3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
4) Take such additional, related, action that may be desirable.

23. APPROVE MASTER RETAINER AGREEMENTS NO.'S 3998, 3999, 4000 FOR ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN RESPONSE TO RFP NO. 22-8

City Manager Bobadilla reported that the City had received correspondence from Transtech Engineers stating that they wouldn't be able to provide services. Therefore, the City is recommending to remove Transtech Engineers from the recommendations.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez to approve the item.

Councilmember Torres made a substitute motion to hold the item to include the scoring sheet for each consultant, seconded by Councilmember Peralta. Motion failed by the following vote:

AYES: Peralta, Torres,
NOES: Jimenez, Melendez, Cobos-Cawthorne

Mayor Cobos-Cawthorne brought back the original motion made by Councilmember Melendez to approve the item, seconded by Mayor Pro Tem Jimenez.

1) Authorize the City Manager to execute Master Retainer Agreements for On-Call Construction Management and Inspection Services with the following Consultants: ~~A) Transtech Engineers, Inc. No. 3998~~; B) Mark Thomas & Company, Inc. No. 3999; and C) KOA Corporation No. 4000; and
2) Take such additional, related, actions that may be desirable.

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 3-2-0-0
AYES: Jimenez, Melendez, Cobos-Cawthorne NOES: Peralta, Torres ABSTAIN: None ABSENT: None		

Motion passed 3-2.

24. ADOPT RESOLUTION NO. 22-50 APPROVING THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION: It is recommended that the City Council:

DRAFT

1) Adopt Resolution No. 22-50 Approving the List of Projects for Fiscal Year 2022-23 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017; and
2) Take such additional, related, action that may be desirable.

25. APPROVE REFUND OF FEDERAL TRANSPORTATION GRANT FUNDS TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF $428,623

RECOMMENDATION: It is recommended that the City Council:

1) Approve a refund payment to the California Department of Transportation (Caltrans) in the amount of $428,623 for Federal Transportation grant fund expenses deemed disallowed in the November 2020 Incurred Cost Audit; and
2) Amend the Fiscal Year 2021-22 adopted budget by increasing appropriations by $428,623 in Account No. 100-30-330-7050 (General Fund, Public Works, Engineering, Miscellaneous Expense); and
3) Take such additional, related, action that may be desirable.

26. ADOPT RESOLUTION NO. 22-54 AUTHORIZING THE WAIVING OF FACILITY RENTAL FEES FOR SENIOR CLUBS AT THE MONTEBELLO SENIOR CENTER

RECOMMENDATION: It is recommended that the City Council:

1) Adopt a Resolution authorizing the Waiving of facility rental fees for senior clubs at the Montebello Senior Center; and
2) Take such additional, related, action that may be desirable.

27. APPROVE SUBMISSION OF APPLICATION FOR THE LOS ANGELES COUNTY MEASURE B GRANT 2022

RECOMMENDATION: It is recommended that the City Council:

1) Approve the submission of a grant application for the Los Angeles County Department of Health Services, Emergency Medical Services (EMS) Agency, Measure B Grants Program; and
2) Take such additional, related, action that may be desirable.

28. APPROVE ISSUING AN UNARMED TRANSIT SECURITY GUARD SERVICES REQUEST FOR PROPOSAL, NO. 22-7

Councilmember Torres asked clarifying questions.

Director of Transportation, Lupita Ibarra, and City Manager Bobadilla clarified the recommendations.

Councilmember Torres motioned, seconded by Councilmember Melendez that the City Council:

DRAFT

1) Approve issuing an Unarmed Transit Security Guard Services Request for Proposal, No. 22-7 (RFP No. 22-7); and
2) Take such additional, related, action that may be desirable.

Motion passed unanimously.

29. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3941 WITH VECTIS DC LLC, TO PROVIDE COMPREHENSIVE FEDERAL GOVERNMENT RELATIONS TO SEEK AVAILABLE ANNUAL FEDERAL FUNDING

Councilmember Torres recommended to amend the recommendations and go through a RFP process.

City Manager Bobadilla explained why the City is recommending this consultant.

Councilmember Torres made a motion to bring the item back as an RFP, seconded by Councilmember Peralta. Motion failed by the following vote:

AYES: Peralta, Torres,
NOES: Jimenez, Melendez, Cobos-Cawthorne

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement No. 3941 (Agreement No. 3941) with Vectis DC LLC (Vectis DC), to provide comprehensive federal government relations to seek available annual federal funding, for an annual total not-to-exceed amount of $84,000, for an additional one-year (1-year) term with the option for renewal of up to three (3) additional one-year (1-year) terms; and
2) Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
3) Take such additional, related, action that may be desirable.

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 3-2-0-0
AYES: Jimenez, Melendez, Cobos-Cawthorne NOES: Peralta, Torres ABSTAIN: None ABSENT: None		

Motion passed 3-2.

30. ADOPT RESOLUTION NO. 22-42 APPROVING MONTEBELLO BUS LINES' FISCAL YEAR 2022-2023 FREE FARE SCHEDULE

DRAFT

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-42 approving Montebello Bus Lines' (MBL) Fiscal Year (FY) 2022-2023 Free Fare Schedule; and
2) Take such additional, related, action that may be desirable.

31. APPROVE A CHANGE ORDER TO INCREASE THE AMOUNT FOR THE BLANKET PURCHASE ORDER ESTABLISHED WITH CUMMINS PACIFIC LLC TO PURCHASE MAINTENANCE-RELATED BUS PARTS

RECOMMENDATION: It is recommended that the City Council:

1) Approve a change order to increase the total not-to-exceed amount, from $30,000 to $38,000, for the blanket purchase order (PO) established with Cummins Pacific LLC (Cummins), to purchase maintenance-related bus parts, for Fiscal Year (FY) 2021-2022; and
2) Take such additional, related, action that may be desirable.

32. AWARD PROFESSIONAL SERVICE AGREEMENT NO. 4001 WITH ALLTECH INDUSTRIES INC. FOR CROSSING GUARD SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Award Professional Services Agreement to Alltech Industries Inc. for Crossing Guard Services; and
2) Authorize the City Manager to execute an Agreement on behalf of the City; and
3) Take such additional, related, action that may be desirable.

33. APPROVE ANNUAL BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2022-23

RECOMMENDATION: It is recommended that the City Council:

1) Authorize issuing a Blanket Purchase Orders/purchasing authorization amounts to various vendors for purchasing during FY 2022-23; and
2) Authorize City Manager to approve up to an additional $25,000 in expenditures to each vendor, if necessary, during the same fiscal year; and
3) Take such additional, related, action that may be desirable.

34. APPROVE EMERGENCY PURCHASE AUTHORIZATION – ULINE, INC.

RECOMMENDATION: It is recommended that the City Council:

1) Approve an emergency purchase request for items from ULine, Inc. in the amount of $36,010.22.

DRAFT

35. AUTHORIZE THE PAYMENT OF INVOICES FROM MONTEBELLO TIRE PROS AND INCREASE EXISTING PURCHASE ORDERS WITH CHEVY OF MONTEBELLO AND FORD OF MONTEBELLO

Councilmember Torres stated that outstanding invoices should be handled by administration and not at a public meeting.

Councilmember Torres motioned, seconded by Councilmember Melendez that the City Council:

1) Authorize the payment of invoices from Montebello Tire Pros in the amount of $28,602; and
2) Authorize the City Manager to approve up to an additional $15,000 for any new invoices received from Montebello Tire Pros for purchases through June 30, 2022; and
3) Authorize increasing Purchase Order No. 22 – 476 with Chevy of Montebello by $10,000 (PO Total - $50,000) for additional services through June 30, 2022; and
4) Authorize increasing Purchase Order No. 22 – 477 with Ford of Montebello by $40,000 (PO Total - $80,000) for additional services through June 30, 2022; and
5) Take such additional, related action(s) that may be desirable.

Motion passed unanimously.

36. AUTHORIZE THE PAYMENT OF INVOICES FROM JOHNSON CONTROLS, INC.

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the payment of invoices from Johnson Controls, Inc. (Johnson Controls) in the amount of $54,168.91; and
2) Take such additional, related action(s) that may be desirable.

37. ADOPT RESOLUTION NO. 22-53 TO APPROVE CITY'S ANNUAL INVESTMENT POLICY

Councilmember Torres stated that the item was pulled accidentally.

Councilmember Torres motioned, seconded by Councilmember Melendez that the City Council:

1) Adopt Resolution No. 22-53 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al. Take such additional, related, action that may be desirable.

Motion passed unanimously.

38. AUTHORIZE ISSUING A REQUEST FOR PROPOSALS TO HIRE A CONSULTANT TO CONDUCT AN ASSET INVENTORY UPDATE

DRAFT

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the issuing of a Request for Proposals (RFP) to hire a consultant to conduct an asset inventory review and update; and
2) Take such additional, related action(s) that may be desirable.

39. PAYMENT OF BILLS: RESOLUTION NO. 22-47 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 22, 2022

RECOMMENDATION: Adopt Resolution No. 22-47 approving the Warrant Register dated June 22, 2022.

40. APPROVAL OF CITY COUNCIL MINUTES – SPECIAL MEETING MAY 2, 2022; SPECIAL MEETING MAY 3, 2022; REGULAR MEETING MAY 11, 2022; AND REGULAR MEETING MAY 25, 2022.

Councilmember Torres stated that he would like the May 3, 2022, Minutes to reflect that he could not identify the Ordinance No. and that he referenced Municipal Code 2.040.050 (E) City Manager Duties.

Councilmember Torres motioned to approve the minutes with said comments, seconded by Councilmember Melendez.

RECOMMENDATION: Approve said minutes as written.

Motion passed unanimously.

AB 1234 TRAVEL REPORTS

None.

COUNCIL ORALS

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

- **Councilmember Peralta**
  a. Upcoming Election Process:
     1. Please confirm nominations will be pulled and publicly noted by district. Since districts are defined by residential address which need to be declared by 30 days before running in the city election.
        a) Please confirm the process the City Clerk's office will do to confirm the residency of each candidate?
  b. Father's Day Giveaway in Partnership with AOE Barbershop. Announcement of winners and recognition of AOE Barbershop for their generosity and active participation within our community.

City Attorney Alvarez-Glasman addressed Councilmember Peralta's questions regarding the election process. Councilmember Peralta requested to move Item B. to the next meeting.

DRAFT

- **Councilmember Melendez**
- **Councilmember Torres**
  a. Comments on compliance issues re: Montebello Municipal Code 2.16.020.E; recommendations.
  b. Acknowledgment of and comments on Montebello AAPI history.
  c. Follow-up on Brandon Takeyama public comment regarding Capital Improvement Projects in South Montebello.

Councilmember Torres stated his comments and acknowledgements for Item A. and Item B.

City Manager Bobadilla stated that the City would bring back an Ordinance that provides best practices for financial reports.

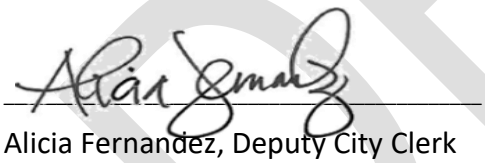
- **Mayor Pro Tem Jimenez**
- **Mayor Cobos-Cawthorne**
  a. Military Banner Program applications.
  b. Fireworks – July 2, 2022.

Mayor Cobos-Cawthorne announced her orals and thanked all who attended the Council Meeting.

ADJOURNMENT

Mayor Cobos-Cawthorne adjourned in the memory of Mel Estansa. Councilmember Jimenez motioned, seconded by Mayor Cobos-Cawthorne to adjourn the meeting at 11:08 p.m.

THE MINUTES OF JUNE 22, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF OCTOBER 2022.



Alicia Fernandez, Deputy City Clerk

DRAFT

AGENDA & NON-AGENDA COMMENTS

Angelina Padilla

From: Ray Moreno
Sent: Wednesday, June 22, 2022 1:26 PM
To: comment, ccpublic
Subject: Concern

Good evening Council and Mayor;
I would like to respond to a comment Councilman Torres said at the special meeting. He was bragging about how he and Peralta took first and second place in elections they won. I want to remind Mr. Torres when he ran the first time he lost! He was in 6th place, it was thanks to you Madame Mayor.
When Mayor Kimberly endorsed you the first time you won only because of the people she asked to vote for you. I didn't vote for you the first time you ran and seeing how disrespectful you are to the Mayor makes me regret you were elected.
As for Peralta no one knew who she was, the only reason she was elected is also that we the residents trusted Mayor Kimberly and thought you'd be honest and help her improve our city.
Both Torres and Peralta proved power corrupts, but trust me we the residents won't forget your betrayal.
Also for the love of God let Peralta use her phone, without it she just says um over and over. It's so obvious both Torres and Peralta are being coached. Once they didn't have their phones they were quiet and didn't ask a single question, which was nice not to hear Torres rambling on and on.
I'd like to thank Mayor Kimberly, and Pro Tem Jimenez for voting yes to fix the streets in the South of our city, Torres votes no, Councilman Melendez was ill and Peralta was a no show, maybe was still partying in Ensenada again.
Torres voted no to fixing the streets in the north but was front and center taking pictures after the streets were fixed.
We see our city moving in the right direction and the city has hired more Police and Firemen, which is good news.
I've been a resident for many years and have seen both good and bad elected councilmembers, it makes the residents sad to see the way Torres and Peralta disrespect the positions they were trusted to hold. But rest assured we won't make that mistake again, if you both run for re-election all your bad actions will be told.
It's not too late to do the right thing and work with your colleagues and act like professionals,s not like spoiled brats.
Please do not give out my email information.

Thank you, Raymond S. Moreno

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** Closed Session 2, 3, 4

Meeting Date: 6/22/2022 **Time Received:** 5:05 pm **Date Received:** 6/22/2022

SPEAKER'S FULL NAME: MARGOT Eiser **PHONE:** _____ (Optional)

ADDRESS: Via San Delarco North Golf Course (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 6/22/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: CARLOS AVITIA **PHONE:** 323)572-6714 (Optional)

ADDRESS: 513 S. BLUFF RD MONTEBELLO CA 90640 (Optional)

ORGANIZATION REPRESENTED: SELF

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** TREE TRIMMING @ REGGIE RONCALIO PARK

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 21

Meeting Date: 6.22.22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Joseph Sanchez. **PHONE:** (323) 864-9509 (Optional)

ADDRESS: 11421 Espanol Ave. (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 6/22/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: YVETTE AMBRIZ **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 6/22/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Alexandra Briseno **PHONE:** _____ *(Optional)*

ADDRESS: 847 N. Vail Ave *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 5

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 06.22.22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Joella Valdez **PHONE:** _____ *(Optional)*

ADDRESS: 1017 Eucalipto Place MTB, CA 90640 *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Decourm / Brown Act Rules.

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 6

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Linda Reckles **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 7

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Linda Nuñez **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)* Item #26

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Public Hearing

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 4-16 #1 #2

Meeting Date: 6/22/2022 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____ *(Optional)*

ADDRESS: Via San Delarco next to Golf Course *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

ITEM NO. 17 PUBLIC HEARING - HOUSING ELEMENT

Angelina Padilla

From: Mercado-Rodriguez, Monica
Sent: Thursday, June 16, 2022 12:18 PM
To: Fernandez, Alicia
Cc: Angelina Padilla; Guillen, Kimberly (Admin)
Subject: RE: Montebello Draft Housing Element comments

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Alicia,

Planning has received the comment below regarding the Housing Element for Council consideration on the June 22 City Council meeting.

Thank you,

Monica Mercado-Rodriguez
Planning Manager
Community Development Department, City of Montebello
1600 W Beverly Blvd. Montebello, CA 90640
p: 323-887-1477 ext. 494
w: www.cityofmontebello.com e: mmercado-rodriguez@cityofmontebello.com
Office Hours – Monday-Thursday 8:00 a.m. – 5:00 p.m. Closed every Friday.

From: Andrew Landeros [mailto:golfbrain323@gmail.com]
Sent: Monday, June 6, 2022 5:14 PM
To: General Plan Update
Cc: Joe Thomas; Raymond Mojica; Ricki Garza; Ron; Dane Walters; Mark Provencio; Victor Baltazar
Subject: Montebello Draft Housing Element comments

It boggles my mind how the city can even consider placing homes on any portion of land that was sold to the city to remain a golf course.

When the city of LA wanted to put a toll road through Griffith Park, a judge said the city could not defy the agreement to keep the land as a park.

So not only is Montebello trying to trash a 100-year-old golf course to stick in a TopGolf, now the city wants to sell homes on land that should only be used for "golf course purposes."

This general housing plan is ignoring some of the largest plots of land in the city. The shopping centers along Via Campo should be turned into mixed use developments with condos and apartments on upper floors.

These developments are often loathed by many but the average worker has been priced out of buying a house in Montebello. They must find options like apartments and condos to grab that little slice of the American dream. Incentives for modernizing shopping centers must be part of the plan.

The same could be done at the Simon Shoppes at Montebello. It too could easily be turned into a mixed use development like the Paseo Colorado did years ago.

Refashioned like the Monterey Park Times Square (on Atlantic and Hellman). Alhambra has done the same on Main Street. Condos and apartments could be placed on the land bringing shoppers directly on the doorstep of the businesses.

This is the plan moving forward for all large shopping centers!

Amazon makes it super convenient to shop at home. Malls and other commercial centers are losing their draw. They need people walking distance to the stores.

This would also be lower cost housing compared to the homes now being built adjacent to the mall. Those homes, as much as they try, will cost no less than $900,000 because of the cost of materials and labor.

As I drive through the city, there are so many opportunities for mixed use development. On top of the bowling alley, or car washes or other markets.

And when Montebello builds those extra 5,000 units, where will there be a recreational option?

Losing the 18-hole golf course to development is a loss for the city. Montebello is losing people, not gaining people as your own graphics have shown.

Recreation for all ages is required. Parks and open space are needed to bring in residents.
Golf courses are also needed open space for migratory birds. The trees on the course reduce pollution from the freeway.

We are all living longer (at least, we hope). Gyms, softball, soccer and football fields as well as basketball courts are great. But the 40+s, who aren't as mobile as they used to be, they have found golf as a game that can be played into their 90s. (I know because we still have members playing at that age.) Wounded military soldiers have found that they can play golf and compete against anyone. Veterans are a major component of the golf clientele.

Southern California is in need of "Blue Zones." Areas that allow people of ALL age groups to enjoy healthy lifestyles with recreation and minimal pollution. Golf courses are part of that solution. The city should be looking at ways to improve areas that have been developed to make them more efficient, with better mobility solutions.

COVID taught many businesses that workers do not have to be in offices everyday. Workers are able to choose homes near areas where they can find recreation. Millennials have found that golf courses are the place to be. More women are taking up the game.

Swing by Montebello Golf Course any weekend and you will find an incredibly diverse group of folks that enjoy the course. Men and women that play the game to unplug from the work week.

We realize the city must make an effort to find housing solutions. We must build up and not out and not endanger the few parks and golf courses we have left.

-Andrew Landeros
Board member of the Montebello Golf Players Club for over 15 years.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

CITY OF MONTEBELLO
CALL AND NOTICE OF A SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, AUGUST 1, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA 90640

DRAFT

OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:04 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Councilmember Peralta, and Councilmember Melendez. City Clerk Jimenez and Treasurer Gutierrez were also present. Mayor Pro Tem Jimenez arrived at 5:21 p.m. and Councilmember Torres was absent.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)
The City Clerk's Office acknowledged six (6) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office. City Attorney Alvarez-Glasman clarified the Topgolf item that was discussed during Closed Session. The City Clerk's Office received one (1) written public comment submitted to the City's public comment email address. Said comment is on file at the City Clerk's office.

CLOSED SESSION
Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:23 p.m. to consider the following closed session items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 901 Via San Clemente, Montebello CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Topgolf
Under Negotiation: Price and Terms

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One Matter Related To SB 1383 Compliance

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 701 West Whittier Boulevard, Montebello
Agency Negotiator: René Bobadilla, City Manager
Negotiating Party: Jimmy's Property
Under Negotiation: Price and Terms

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: Bus Depot
Agency Negotiator: René Bobadilla, City Manager
Negotiating Party: Pico Rivera
Under Negotiation: Price and Terms

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: City Manager René Bobadilla

Mayor Cobos-Cawthorne reconvened the meeting at 6:05 p.m. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided on Item No. 1, no action taken and nothing to report; a briefing was provided on Item No. 2, no action taken and nothing to report; a briefing was provided on Item No. 3 and 4, no action taken and nothing to report; and a briefing was provided on Item No. 5 and there was no action taken, nothing to report (the City Manager was not present in the room during the briefing).

Before the start of Regular Session, Mayor Cobos-Cawthorne allowed one (1) additional speaker to address the City Council regarding Item No. 6.

REGULAR SESSION – 5:00 P.M.

CORRECTIONS TO THE AGENDA – CITY MANAGER
City Manager Rene Bobadilla made an announcement to correct Item No. 11 – Attachment C. The Categorical Exemption on the Notice of Exemption changed from Class 1 – Section 15301 (c) to Class 2 – Section 15301 (c).

REGULAR BUSINESS

6. ADOPT RESOLUTION NO. 22-60 AUTHORIZING THE CITY OF MONTEBELLO TO INITIATE THE PROCESS TO DISCONTINUE ROUTE 60 TRANSPORTATION SERVICES PROVIDED BY AND THROUGH MONTEBELLO BUS LINES FOR THE WINTER/SPRING 2023 SHAKEUP
Director of Transportation, Lupita Ibarra, presented a PowerPoint Presentation discussing the process of discontinuing Route 60.

DRAFT

Councilmember Melendez thanked Director Ibarra for the presentation, including the two Pico Rivera schoolboard board members who shared their concerns, and noted he'd like to have a deeper conversation with them regarding this.

Mayor Pro Tem Jimenez also thanked Director Ibarra and thanked the school board members for coming out. She also detailed her experience riding this bus route.

Councilmember Peralta thanked Director Ibarra, the speakers, and touched on areas of the presentation and her experience riding the Montebello Bus Lines. Furthermore, she noted that Council and Staff are committed to working with the City of Pico Rivera to figure out the best alternatives and solutions.

Mayor Cobos-Cawthorne asked Director Ibarra clarifying questions. Mayor Cobos-Cawthorne noted she is in support of who is going to be responsible fiscally and that this bus line is solely benefiting the City of Pico Rivera and if we are able to extend the line then it helps different communities. She also thanked the board members for attending the meeting.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the Council:

1) Adopt Resolution No. 22-60 authorizing the City of Montebello ("Montebello") to initiate the process to discontinue Route 60 transportation services provided by and through Montebello Bus Lines ("MBL") for the Winter/Spring 2023 shakeup, including but not limited to, the issuance of a termination notice to the City of Pico Rivera ("Pico Rivera") and scheduling of the required public hearing; and
2) Take such additional, related action that may be desirable.

Motion carried unanimously.

CONSENT CALENDAR

Councilmember Peralta and Mayor Cobos-Cawthorne both pulled Item No. 9 for discussion. Additionally, Councilmember Peralta pulled Item No.'s 14 and 16.

Councilmember Melendez motioned, seconded by Councilmember Peralta, that Item No's. 7, 8, 10-13, 15, be approved; motion carried unanimously.

7. APPROVE AMENDMENT OF RESOLUTION NO. 22-55 AND RESOLUTION NO. 22-57 TO ADD THE OFFICE OF CITY TREASURER TO THE NOVEMBER 2022 BALLOT

RECOMMENDATION: It is recommended that the City Council:

1) Approve amendment of Resolution No. 22-55 calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California

DRAFT

relating to General Law Cities to add the office of City Treasurer to the November 2022 ballot; and
2) Approve amendment of Resolution No. 22-57 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code to add the office of City Treasurer to the November 2022 ballot.

8. APPROVE RESOLUTION NO.'S 22-63 AND 22-64 AUTHORIZING APPLICATIONS FOR THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT MEASURE A COMPETITIVE GRANT PROGRAMS

RECOMMENDATION: It is recommended that the City Council:

1) Approve Resolution No.'s 22-63 and 22-64 authorizing the submission of applications for Los Angeles County Regional Park and Open Space District (LARPOSD) Measure A Competitive Grant Recreation Access and Youth and Veteran Job Training and Placement Programs; and
2) Take such additional, related, action that may be desirable.

9. AWARD OF CONSTRUCTION CONTRACT – HYRAP STREETS PROJECT FISCAL YEAR 2022-23 (CP NO. 897)

Councilmember Peralta pulled this item for clarifying questions which were addressed by Director of Public Works, James Enriquez. Mayor Cobos-Cawthorne expressed her support for this item.

Mayor Cobos-Cawthorne motioned, seconded by Councilmember Melendez that the City Council:

RECOMMENDATION: It is recommended that the City Council:

1) Award a construction contract for the HYRAP Streets Project (CP 897) in the amount of $2,440,259 to Manhole Adjusting, Inc.; and
2) Authorize the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount as recommended by the City Engineer; and
3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
4) Amend the Fiscal Year 2022-23 budget by reallocating funds in Fund 222 (Measure M) by $600,000 (Account No. 222-99-7116) and in Fund 220 (Measure R) by $90,000 (Account No. 220-99-7116); and
5) Take such additional, related, action that may be desirable.

Motion carried unanimously.

DRAFT

10. APPROVE NINTH AMENDMENT TO AGREEMENT NO. 2883 WITH SAN GABRIEL VALLEY WATER COMPANY FOR THE OPERATION OF THE CITY'S WATER SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1) Approve a Ninth Amendment to Agreement No. 2883 with San Gabriel Valley Water Company for the operation of the City's Water System; and
2) Authorize the City Manager to execute the Amendment on behalf of the City; and
3) Take such additional, related, action that may be desirable

11. AUTHORIZE NOTICE INVITING BIDS – MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT (CP NO. 894)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Plans, Specifications, and Estimate (PS&E) for the Montebello Municipal Golf Course Renovation Project – Phase 1 (CP No. 897-1) and authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
2) Approve the Plans, Specifications, and Estimate (PS&E) for the Montebello Municipal Golf Course Renovation Project – Phase 2 (CP No. 897-2) and authorize the City Clerk to publish the Notice Inviting Bids (Attachment B); and
3) Approve the Notice of Exemption (Attachment C) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
4) Approve Amendment No. 2 to Agreement No. 3937 with SportFive Golf, LLC (Attachment D) for additional architectural and engineering design services in the amount not-to-exceed $149,980; and
5) Award Task Order No. 3 via an Engagement Letter (Attachment E) under Master Retainer Agreement No. 3919 with AIM Consulting Services for additional Program Management Services for a not-to-exceed-fee of $188,841; and
6) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $149,980 (SportFive Golf LLC) in Account No. 610-99-6040.80 (Golf Course, Engineering Services), and $188,841 (AIM Consulting Servings) in Account No. 610-99-6040.95 (Golf Course, Other Professional Services); and
7) Take such additional, related, action that may be desirable.

12. ANNUAL CONCRETE REPAIR PROGRAM (CP NO. 891) – ENGAGEMENT LETTER FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES BY ONWARD ENGINEERING

1) Award Task Order No. 3 via an Engagement Letter under Master Retainer Agreement No. 3920 with Onward Engineering for a not-to-exceed-fee of $83,100; and
2) Authorize the City Manager to execute the Agreement, on behalf of the City; and
3) Take such additional, related, action that may be desirable.

DRAFT

13. APPROVE MATERIAL RECOVERY FACILITIES (MRF) USE AGREEMENT NO. 4010 WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Material Recovery Facilities (MRF) Use Agreement (Attachment A) with Arakelian Enterprises, Inc. (DBA Athens Services); and
2) Authorize the Mayor to execute the agreement on behalf of the City; and
3) Take such additional, related, action that may be desirable.

14. APPROVE A SOLE-SOURCE AGREEMENT NO. 3978 WITH OPTIBUS, INC., FOR SCHEDULING SOFTWARE LICENSES AND SUPPORT SERVICES

Councilmember Peralta pulled this item for clarifying questions regarding the software and sole-source agreement processes due to the use of State and Federal dollars which were addressed by Director of Transportation, Lupita Ibarra. Mayor Cobos-Cawthorne asked Director Ibarra if she had experience with using this software.

Councilmember Peralta motioned, seconded by Councilmember Melendez that the City Council:

RECOMMENDATION: It is recommended that the City Council:

1) Approve a sole-source agreement with Optibus, Inc. ("Optibus"), for scheduling software licenses and support services; and
2) Authorize the City Manager and/or his designee to execute an agreement on behalf of the City; and
3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

15. APPROVAL TO SUBMIT APPLICATION FOR THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) WILDFIRE PREVENTION GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1) Approve the submission of the grant application for the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Wildfire Prevention Grant Program; and
2) Take such additional, related, action that may be desirable.

DRAFT

16. APPROVAL TO APPLY FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FORMULA FUNDING

Councilmember Peralta pulled this item for clarifying questions which were addressed by Chief of Fire, Chief Pelaez. Furthermore, she pointed out that the funding application was expired and that a general description of how the funding will be used in the next five years is not outlined. Therefore, Councilmember Peralta suggested that the Council bring this item back for consideration with an unexpired application and outline of how the funds will be used. Fire Chief Pelaez explained that the funds would be used for housing insecurities, including homelessness. City Manager Bobadilla also explained that outline on how funds will be used is part of the application process when submitting.

Councilmember Peralta made a motion to bring this item back with further information regarding the use of funds under this grant; motion did not received a second and died at the table.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez that the City Council:

RECOMMENDATION: It is recommended that the City Council:

1) Approve Application for the Permanent Local Housing Allocation Program Formula Funding; and
2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

ADJOURNMENT

Councilmember Melendez adjourned in the memory of Henry Huerta, community activist, who passed away July 28, 2022; and the mother of former City Treasurer Ashod who also passed away last week. Mayor Pro Tem Jimenez motioned, seconded by Councilmember Peralta to adjourn the meeting at 6:53 p.m.

THE MINUTES OF AUGUST 1, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF OCTOBER 2022.

Alicia Fernandez, Senior Deputy City Clerk

DRAFT

AGENDA & NON-AGENDA SPEAKER CARDS

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. _____

SPEAKER CARD 5:44pm

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** X 6

Meeting Date: Aug 1 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: CAROLYN CASTILLO **PHONE:** 562 760-0187 (Optional)

ADDRESS: 8264 FERNADEL AVE, Rico Rivera Ca (Optional)

ORGANIZATION REPRESENTED: ERUSD

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** MBL - Route 60

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 11

Meeting Date: August 1, 2022 **Time Received:** 5:12 **Date Received:** August 1, 2022

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____ *(Optional)*

ADDRESS: [redacted] *(Optional)*

ORGANIZATION REPRESENTED: Voters vote - City -

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☒

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CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 11

Meeting Date: 7/1/2022 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Andrew Landeros **PHONE:** 323 718-3320 *(Optional)*

ADDRESS: _____

ORGANIZATION REPRESENTED: Montebello *(Optional)* Golf Players Club

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Jayro Quene **PHONE:** _____ *(Optional)*

ADDRESS: 9111 West Blvd, Pico Rivera *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** Discontinue Line 60

NOTES: Please continue service

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Meeting Date: 8/1/22 **Time Received:** _____ **Date Received:** 8/1/22

SPEAKER'S FULL NAME: Esther Mejia **PHONE:** _____ (Optional)

ADDRESS: 6313 Crossway Dr (Optional)

ORGANIZATION REPRESENTED: El Rancho Unified

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** 323 353 2626 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** Closed Session

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA COMMENTS

City of Pico Rivera
OFFICE OF THE CITY COUNCIL
6615 Passons Boulevard · Pico Rivera, California 90660 · (562) 801-4371
www.pico-rivera.org
DR. MONICA SÁNCHEZ
Mayor

August 1, 2022

The Honorable Kimberly Ann Cobos-Cawthorne
Mayor
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

RE: Reconsider and Reevaluate the Recommendation to Suspend Route 60 Operated by Montebello Bus Lines

Dear Mayor Cobos-Cawthorne:

On behalf of the residents of the City of Pico Rivera (City), I respectfully urge that the Montebello City Council reconsider and reevaluate the recommendation to discontinue Route 60 operated by Montebello Bus Lines. The residents of Pico Rivera, especially our students, have come to depend on the service provided by Route 60. Eliminating this line without a proposed alternative will certainly impact our transit-dependent population, especially youth, seniors, and people with disabilities. This letter is specifically in response to Item Number 6 (Agenda Report) of the Montebello City Council Agenda scheduled for Monday, August 1, 2022. The City requests that the Montebello City Council defer taking action on this item until the questions raised by the City and the El Rancho Unified School District (ERUSD) are addressed, which include Title VI requirements.

The staff report mischaracterizes the public input process and does not align with the true sequence of events. For example: the report states that "the lack of support during the public involvement process are clear indications that Montebello's transportation resources can be better utilized in other areas…" During the public meeting on Thursday, March 17, 2022, the consultants recommended that Lines 60 & 70 be combined to extend connections to major points of interest such as the Shops at Montebello. As a result, the public was entirely unaware that Line 60 was being cancelled and therefore had no reason to oppose.

The report also states that MBL staff had "initial conversations" in April 2020 with Federal Transit Administration (FTA) Region 9 compliance offers regarding the suspension of service. However, these conversations were at the peak of COVID-19. Also, "initial conversations" do not constitute legal authorization to eliminate service without due process. We kindly request that MBL staff furnish the formal notice, memo, correspondence, or legal documentation that provided Montebello Bus Lines with an exemption from conducting a Title VI Equity Analysis required by FTA Circular 4702.1B. We'd also like to better understand why Route 60 elimination is being considered separately from the larger package of service changes as part of the MBL Moves study. This appears to be an intentional attempt to bypass the requirements of FTA Circular 4702.1B.

Furthermore, during the virtual public meeting held on June 6, 2022, the City and ERUSD expressed strong opposition to the complete discontinuation of Route 60. As detailed in the memorandum prepared by Nelson/Nygaard attached to the Agenda Report, representatives from the City requested additional details regarding the decision-making process, ridership data, Title VI requirements and community survey data. To date, Pico Rivera has not received an official

response to these requests and were disappointed to learn that the Montebello City Council will consider suspending Route 60 before further discussion on these matters could be held with Pico Rivera, ERUSD and our residents.

Residents of Pico Rivera expressed concern when Route 60 remained discontinued despite service returning to Route 70 & 90 in July 2021. Comments that were submitted by residents regarding the closure of Route 60 are attached to this letter.

The recommendation to discontinue Route 60 cites low ridership recovery due to the COVID-19 pandemic and minimal responses during community outreach programs to solicit feedback on the preliminary service change proposals. During these community outreach efforts, riders were informed that an alternative that would merge Routes 60 and 70 was being explored. However, it was not until the June 6, 2022, virtual meeting that it was made known that the recommendation to merge Route 60 and Route 70 to "utilize existing resources and maintain coverage within the area" was no longer being considered. According to the Existing Conditions Report published on December 2021, Routes 60, 70 & 90 operate under similar revenue hours and service levels and have demonstrated similar low ridership and productivity numbers, yet only Route 60 is currently being recommended for elimination. For this reason, the City and ERUSD believes that merging Route 60 and Route 70 presents an opportunity to preserve service while improving efficiency as originally recommended by the consultants.

The City and ERUSD understand the challenges facing transit operators, especially municipal operators, amidst stagnant ridership, rising costs, and budget constraints. The City and ERUSD understand difficult decisions often need to be made when it comes to optimizing operations and reducing costs. In summary, the City and ERUSD recommend the following actions concerning the proposal to suspend Route 60:

- Defer acting on Agenda Item Number 6 scheduled for the August 1, 2022, Montebello City Council Meeting.
- Provide Pico Rivera and ERUSD with the official correspondence or documentation from the FTA that exempts Route 60 from Title VI Equity Analysis.
- Consider reintroducing the combination of Route 60 and Route 70 as an alternative to suspending Route 60 completely.
- Propose extending the suspension of Route 60 beyond the Winter/Spring 2023 schedule change to allow for complete discussion, analysis, and community feedback.
- The City proposes hosting a Public Hearing at Pico Rivera City Hall to solicit public comment regarding the proposed suspension or alternatives for Route 60.

The City and ERUSD look forward to continuing to build upon the partnership with Montebello Bus Lines and navigate these challenging times together, while continuing to provide our most impacted residents with the public transit services they depend on. We hope the Montebello City Council would be amendable towards continuing the discussion regarding Route 60.

Sincerely,

Dr. Monica Sánchez
Mayor
City of Pico Rivera

Attachment: 1) Route 60 Pico Rivera Resident Complaints

In August of 2020, Montebello Bus Lines (MBL) discontinued services to Line 60, 70 and 90 due to a lack of ridership from the pandemic. Since then, Lines 70 and 90 were reinstated in July 2021, however, at that time there was no reinstatement date for Line 60 operations.

The City of Pico Rivera was never officially notified by the City of Montebello or MBL, and only learned of the bus route cancellation through patrons' calls complaining of lacking service shortly after Line 60's discontinuation. The following complaints were received and forwarded to MBL:

- **March 11, 2021**: Complaint was received from a patron regarding Line 60 not operating. Patron stated that when they called MBL, that staff is telling them they need to call Pico Rivera because we are the ones controlling it, and not MBL. Natalie, Pico Rivera Analyst, spoke with Tiffany at MBL regarding the Line 60 closure complaints. She advised the best person to speak with is John Soria, Admin Manager, at 323-558-1625 x106. Natalie spoke with John, and John advised Line 60 is still on pause due to COVID 19. He expressed that the line is a route for students. He also advised there is no timeframe on when Line 60 will reopen since ridership is "mainly students".

- **June 23, 2021**: Natalie spoke with John Soria again when complaint was received from social media post sent by Gabe C., Pico Rivera Marketing Coordinator. Patron stated that he contacted MBL and MBL told him they don't have a timeline when the line will start again. MBL staff also told patron that they are waiting for people to call in to complain. John advised again that Line 60 is closed due to COVID and not sure when it will be operating again.

- **July 20, 2021:** Maria, Pico Rivera Public Works Principal Analyst, received a call from a resident complaining about Line 60 not operating. Natalie reached out to MBL staff: Young Gi and John regarding continued concerns. MBL Director Young Gi had on a meeting on 8/2/2021 to discuss progress of Line 60 reopening.

- **August 2, 2021**: Lizet, Pico Rivera Senior Center Supervisor emailed Natalie and City staff that she received a call from a resident complaining about Line 60 not running. Patron stated that she called MBL first to find out information about the Line 60 and MBL staff told her that they had nothing to do with it and to call Pico Rivera. Patron told Lizet that it didn't make sense what MBL told them because it is a MBL line. This prompted patron to call the Senior Center. Lizet called MBL to find out more information. MBL staff advised that the line is no longer in operation and not sure when it will return.

- **August 3, 2021**: Natalie received a complaint from resident that Line 60 isn't operating and is worried that it won't be in service for when he starts school. He goes to Rivera Middle School. He depends on bus since his mom works.

- **August 4, 2021:** Patron called to inquire when the projected date for Line 60 to run its route again. Patron stated she called MBL and staff told her there is no projected date for route to begin, and to contact Pico Rivera. Patron also stated there are many students on the North end that use Line 60 to go to El Rancho.

- **August 5, 2021:** Patron called to state she first called Montebello Bus Lines and staff told her that the line won't be operating and to call Pico Rivera to "work something out with us". Patron is worried because she is disabled and doesn't drive, and the Line 60 is her and her kids means of transportation. She has 3 kids that go to 3 different schools on Passons.

- **August 9, 2021**: Patron called to check the status of Line 60. Natalie advised patron the City is still communicating with MBL. Patron is disabled and is very concerned on how she would get her kids to school.

- **August 10, 2021:** Patron called to inquire about the reopening of MBL Line 60. She expressed she lives in north Pico Rivera and is concerned if the Line 60 doesn't operate, how will her kids and other kids in her neighborhood get to school. She said she is aware of Metro Line 266, however, it may be too long of a walk for her daughter to get to El Rancho High School. She also said she reached out to MBL, but two employees told her to contact Pico Rivera since it is the City's problem and not MBLs. Patron was asked who she spoke with and she said she didn't get names unfortunately.

- **August 11, 2021:** Patron called concerned if Line 60 will be operating again as this is the transportation for her kids.

- **August 11, 2021**: Patron called concerned about Line 60. She stated she received a flyer from ERUSD, and stated it was confusing. She indicated she would need transportation to the following schools: North Park / El Rancho / South Ranchito.

- **August 11, 2021**: On Facebook, patron made a complaint regarding MBL Line 60 and its closure. They said they reached out to MBL and they told them they knew nothing about it.

- **August 11, 2021**: Patron called very upset because she waited 40 minutes at the MBL bus stop with her kid this morning for a bus to show to take him to Rivera School. She didn't know the bus wasn't in service until a car drove by and told her Line 60 wasn't operating. Patron is upset because she wasn't aware and said her kid and other kids depend on the bus.

- **August 11, 2021**: Patron called to express concerns about Line 60 not operating.

- **August 12, 2021**: Natalie received a complaint regarding Line 60. Patron said she called MBL and spoke with Christina. Patron was upset because Christina told her that “it wasn’t MBL’s problem and doesn’t have anything to do with the line and to call Pico Rivera”. Patron was confused because she said isn’t Line 60 a Montebello Bus Line route and not Pico Rivera’s.

CITY OF MONTEBELLO

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT REGULAR MEETING

MINUTES

WEDNESDAY, AUGUST 10, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:07 p.m.

ROLL CALL – Members present were Mayor/Chairperson Cobos-Cawthorne, Mayor Pro Tem/Vice Chairperson Jimenez, Councilmember/Member Peralta, Councilmember/ Member Melendez, and Councilmember/ Member Torres. City Clerk/Board Secretary Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Chris Cardinale, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS
The City Clerk's Office acknowledged one (1) member of the public wishing to address the City Council. Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office. No written comments were submitted for Closed Session.

CLOSED SESSION – 5:30 P.M.

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:16 p.m. to consider the following closed session items:

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 REAL PROPERTY NEGOTIATORS

a. Government Code Section 54956.8
Property: Bus Depot
Agency Negotiator: René Bobadilla, City Manager
Negotiating Party: Pico Rivera
Under Negotiation: Price and Terms

b. Government Code Section 54956.8
Property: 701 West Whittier Boulevard, Montebello
Agency Negotiator: René Bobadilla, City Manager
Negotiating Party: Jimmy's Property
Under Negotiation: Price and Terms

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Maria Perez v. City Of Montebello
Los Angeles Superior Court Case No. 19STCV06622

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: City Manager René Bobadilla

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

CLOSED SESSION REPORT
Mayor Cobos-Cawthorne reconvened the meeting at 6:02 p.m**.** City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided on Item No. 1, no action taken and nothing to report; an updated was provided on Item No. 2a, no action taken and nothing to report; Item No. 2b. was not discussed as there was no update to provided; a briefing on settlement efforts associated with this matter was provided on Item No. 3, and settlement authority was provided by the City Council on the terms and conditions were discussed but is not final and therefore not reportable; and City Council briefly discussed Item No. 4 but no action was taken. City Attorney Cardinale stated that Closed Session Item N. 4 also appears on the Open Session portion of the meeting.

INVOCATION – City Clerk Christopher Jimenez

PLEDGE OF ALLEGIANCE – Alina Martirosyan

CORRECTIONS TO THE AGENDA – CITY MANAGER – No changes.

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CEREMONIAL/PRESENTATIONS

5. **RECOGNITION OF CITIZEN OF THE MONTH – MANUEL SANCHEZ** – Presented by Mayor Cobos-Cawthorne.

6. **RECOGNITION OF ALINA MARTIROSYAN** – Presented by Mayor Cobos-Cawthorne.

7. **PROCLAMATION CELEBRATING THE 100TH YEAR ANNIVERSARY OF THE CITY OF MONTEBELLO FIRE DEPARTMENT** – Presented by Mayor Cobos-Cawthorne.

8. **RECOGNITION OF NATIONAL WELLNESS MONTH** – Presented by Mayor Cobos-Cawthorne.

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

The City Clerk's Office acknowledged seven (7) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged ten (10) written public comments submitted to the City's public comment email address; said comments are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

9. **PUBLIC HEARING TO ADOPT RESOLUTION NO. 22-67 APPROVING THE DRAFT FISCAL YEAR 2022-23 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN AND THE FY 2022-23 COMMERCIAL FAÇADE PROGRAM**

Housing Manager Rosemary Perich presented a staff report to the City Council, including a PowerPoint presentation which covered how the City currently administers the Federal Housing and Urban Development Community Development Block Grant and Home Investment Partnerships entitlement programs. Ms. Perich explained the two programs, provided a brief background, an overview of the funding allocations, funding requests, award amounts, funding awards, and was available to answer any questions.

The Public Hearing was opened at 7:26 p.m. Four (4) members of the public wishing to address the City Council were acknowledged. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office. The Public Hearing was closed at 7:30 p.m.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez that the City Council approve the recommendations as shown below:

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1) Conduct a Public Hearing to consider adopting Resolution22-67 approving the draft Fiscal Year 2022-23 Community Development Block Grant and Home Investment Partnerships Annual Action Plan and the FY 2022-23 Commercial Façade Program; and
2) Take such additional, related action that may be desirable.

Motion was approved unanimously.

REGULAR BUSINESS

10. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2452 UPDATING MONTEBELLO MUNICIPAL CODE CHAPTER 2.16 – DIRECTOR OF FINANCE

City Attorney Chris Cardinale provided a brief description of this item.

Councilmember Torres expressed his opposition to this item and suggested amending the recommendations below to include keeping the language of transparency of accountability to the residents and that we continue to ask for monthly reports of receipts and disbursements so that City Council can understand the exact financial condition of the City. Councilmember Peralta asked a few clarifying questions regarding the warrant registers and monthly statement of receipts of all payments and disbursements; Director Solorza provided clarification. Councilmember Peralta expressed her preference for monthly statement of receipts of all payments and disbursements rather than a warrant register and also recommended not removing that language from the Ordinance.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council approve the recommendations as is.

Peralta made a substitute motion to move forward with the item as recommended but to amend the recommendation to include keeping the language related to monthly statement of receipts of all payments and disbursements; motion seconded by Councilmember Torres.

The motion failed by the following vote:

MOVED: Peralta	**SECONDED:** Torres	**FAILED:** 2-3-0-0
AYES: Torres, Peralta NOES: Melendez, Jimenez, Cobos-Cawthorne ABSTAIN: None ABSENT: None		

The original motion was brought back to the floor to approve the item with the recommendations as shown below:

RECOMMENDATION: It is recommended that the City Council:

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1) Introduce and Conduct First Reading of Ordinance No. 2452 Amending Montebello Municipal Code Chapter 2.16.020 – Director of Finance, Powers and Duties; and
2) Take such additional, related action(s) that may be desirable.

Motion approved by the following vote:

MOVED: Peralta	**SECONDED:** Torres	**APPROVED:** 3-2-0-0
AYES: Melendez, Jimenez, Cobos-Cawthorne NOES: Torres, Peralta ABSTAIN: None ABSENT: None		

11. CONSIDERATION OF THIRD AMENDMENT TO EMPLOYMENT AGREEMENT FOR RENE BOBADILLA AS CITY MANAGER

City Attorney Cardinale presented the staff report to City Council and was available to answer any questions.

Councilmember Torres expressed his opposition to this item considering the City Manager is currently under contract. Councilmember Melendez expressed his support for this item and stated the City Manager has continuously shown how the City is progressing. Councilmember Peralta acknowledged the City Manager's accomplishments and expressed her opposition to recommendation two of this report. Mayor Pro Tem Jimenez commended the City Manager who effectively brought in professional and skilled employees that moved the City into the right direction and expressed her support for this item. Mayor Cobos-Cawthorne also commended the City Manager for his hard work and expressed her support for this item. Councilmember Torres asked clarifying questions and City Attorney Cardinale clarified that City Council should direct communication directly to the City Manager, as that is his role. It was motioned by Councilmember Melendez, seconded by Mayor Pro Tem Jimenez that:

RECOMMENDATION: It is recommended that the City Council:

1) Approve the attached Third Amendment to the Employment Agreement between the City of Montebello and Rene Bobadilla as City Manager; and
2) Authorize the payment of a one-time performance compensation; and
3) Take such additional, related, action that may be desirable.

Item was approved by the following vote:

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 3-2-0-0
AYES: Melendez, Jimenez, Cobos-Cawthorne NOES: Torres, Peralta ABSTAIN: None ABSENT: None		

CONSENT CALENDAR

Councilmember Torres pulled Item No. 19 for discussion.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez, that Items 12-22 be approved; motion passed unanimously. City Attorney Cardinale asked for a Public Financing Authority roll call vote for Item No. 20, which passed unanimously as well.

12. AWARD OF CONSTRUCTION CONTRACT NO. 4021 – ANNUAL SLURRY SEAL PROJECT, FISCAL YEAR 2022-2022 (CP. NO. 892)

RECOMMENDATION: It is recommended that the City Council:

1) Award a construction contract for the Annual Slurry Seal Project – Fiscal Year 2022-23 (CP 892) in the amount of $399,920 to Doug Martin Contracting Company, Inc.; and
2) Authorize the Director Public Works to review and approve change orders within a 15% contingency of the contract amount as recommended by the City Engineer; and
3) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $300,000 in Account No. 200-99-7116 (Gas Tax, Improvements Other Than Building); and $100,000 in Account No. 222-99-7116 (Measure M, Improvements Other Than Building); and
4) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
5) Take such additional, related, action that may be desirable.

13. APPROVE AN AGREEMENT TO PROVIDE SCHOOL RESOURCE OFFICERS ("SRO") TO THE MONTEBELLO UNIFIED SCHOOL DISTRICT ("MUSD")

RECOMMENDATION: It is recommended that the City Council:

1) Approve an agreement to provide School Resource Officers ("SRO") to the Montebello Unified School District ("MUSD"); and
2) Take such additional, and related, action that may be desirable.

14. APPROVE RECEIPT OF AN AWARD FROM THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FIRE PREVENTION GRANTS PROGRAM AND APPROPRIATE FUNDS IN FISCAL YEAR 2022-23

RECOMMENDATION: It is recommended that the City Council:

1) Approve the appropriation of $108,997 awarded to the Fire Department by the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program for Fiscal Year 2022-23; and
2) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $108,997 in Expense Account No. 265-85-856-6040.10 and Revenue Account No. 265-99-4198.10

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(Grants, Fire, Cal Fire Wildfire Prevention, Other Contract Services and Grants, Cal Fire Wildfire Prevention; and

3) Take such additional, related, action that may be desirable

15. APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 3697 WITH AVAIL TECHNOLOGIES, INC., FOR MAINTENANCE AND SUPPORT OF MONTEBELLO BUS LINES' INTELLIGENT TRANSPORTATION SYSTEM AND FIXED ROUTE PASSENGER INFORMATION SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 3 to Agreement No. 3697 with Avail Technologies, Inc. (Avail), in an annual not-to-exceed the amount of $178,405, to extend software maintenance and support services for a one-year term with Montebello Bus Lines (MBL) for its Intelligent Transportation System (ITS) and Fixed Route Passenger Information System; and
2) Authorize the City Manager to execute Amendment No. 3 on behalf of the City; and
3) Take such additional, related, action that may be desirable.

16. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 2669 WITH CLEAN ENERGY FUELS CORP. TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR MONTEBELLO BUS LINES' COMPRESSED NATURAL GAS STATION

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to Agreement No. 2669 with Clean Energy Fuels Corp. (Clean Energy), to provide maintenance and support services for Montebello Bus Lines' compressed natural gas (CNG) station for an additional one-year (1-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms; and
2) Authorize the City Manager and/or designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
3) Take such additional, related, action that may be desirable.

17. ADOPT RESOLUTION NO. 22-61 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-61 authorizing the City Manager to execute all required documents to obtain funds provided by Senate Bill 1 (SB1); and
2) Take such additional, related, action that may be desirable.

18. APPROVE ESTABLISHING SOLE-SOURCE BLANKET PURCHASE ORDERS WITH AMERICAN MOVING PARTS, CUMMINS PACIFIC, INLAND KENWORTH, INTERSTATE BATTERIES, NAPA

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AUTO PARTS, NFI PARTS, AND WAYNE ELECTRIC COMPANY TO PURCHASE MAINTENANCE-RELATED BUS PARTS AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1) Approve establishing a sole-source blanket purchase order with American Moving Parts, LLC (American Moving Parts), for the total not-to-exceed amount of $80,000, to purchase maintenance-related bus parts for Montebello Bus Lines (MBL) and vehicle fleet parts for the Montebello Fire Department (MFD) for the Fiscal Year 2022-23; and
2) Approve establishing a sole-source blanket purchase order with Cummins Pacific, LLC (Cummins Pacific), for the total not-to-exceed amount of $80,000, to purchase maintenance-related bus parts for MBL and vehicle fleet parts for the MFD for the Fiscal Year 2022-23; and
3) Approve establishing a sole-source blanket purchase order with Inland Kenworth Inc. (Inland Kenworth), for the total not-to-exceed amount of $75,000, to purchase maintenance-related bus parts for the Fiscal Year 2022-23; and
4) Approve establishing a sole-source blanket purchase order with R & M Hansen Enterprises, Inc. (dba Interstate Batteries), for the total not-to-exceed amount of $75,000, to purchase maintenance-related bus parts for the Fiscal Year 2022-23; and
5) Approve establishing a sole-source blanket purchase order with SoCal Auto & Truck Parts, Inc. (dba Napa Auto Parts), for the total not-to-exceed amount of $85,000, to purchase maintenance-related bus parts for the Fiscal Year 2022-23; and
6) Approve establishing a sole-source blanket purchase order with The Aftermarket Parts Company, LLC (dba NFI Parts), for the total not-to-exceed amount of $200,000, to purchase maintenance-related bus parts for the Fiscal Year 2022-23; and
7) Approve establishing a sole-source blanket purchase order with Wayne Harmeier, Inc., (dba Wayne Electric Company), for the total not-to-exceed amount of $75,000, to purchase maintenance-related bus parts for the Fiscal Year 2022-23; and
8) Take such additional, related, action that may be desirable.

19. APPROVE AGREEMENTS WITH COASTAL OCCUPATIONAL MEDICAL GROUP (AGREEMENT NO. 3996) AND RELIANT IMMEDIATE CARE MEDICAL GROUP (AGREEMENT NO. 3997)

Councilmember Torres expressed his opposition to this item and motioned to approve the item as is; seconded by Councilmember Melendez.

Motioned approved unanimously.

RECOMMENDATION: It is recommended that the City Council:

1) Approve the attached agreement with Coastal Occupational Medical Group (Akeso) (Agreement No. 3996); and
2) Approve the attached agreement with Reliant Immediate Care Medical Group, Inc.(Reliant) (Agreement No. 3997); and,
3) Take such additional, related action(s) that may be desirable.

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20. ADOPTION OF A MONTEBELLO PUBLIC FINANCING AUTHORITY (PFA) RESOLUTION NO. 22-01 ESTABLISHING THE REGULAR MEETING DATES

RECOMMENDATION: It is recommended that the City Council and Public Financing Authority:

1) Adopt the Resolution establishing the regular meeting dates and adopting the Debt Management Policy (the "Debt Management Policy") of the City of Montebello as the debt management policy of the Authority.

21. APPROVE AGREEMENT NO. 4020 WITH JCL TRAFFIC SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Approve the attached agreement with JCL Traffic Services (Agreement No. 4020); and
2) Take such additional, related action(s) that may be desirable.

22. PAYMENT OF BILLS: RESOLUTION NO. 22-65 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 10, 2022

RECOMMENDATION: Adopt Resolution No. 22-65 approving the Warrant Register dated August 10, 2022.

AB 1234 TRAVEL REPORTS

No reports provided.

COUNCIL ORALS

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

- **Councilmember Torres** – none.
- **Councilmember Melendez** – none.
- **Councilmember Peralta** – none.
  a. Direction to provide information and outreach on Tenant Protections and Resources to our community.
  b. Discussion and action regarding District Election Public Outreach Plan and a city website function that allows residents to look up their district through address input.
  c. Requesting that the Traffic & Safety Commission restarts their monthly meetings to address crucial concerns regarding traffic, parking, and dangerous streets/intersections.

  Councilmember asked for Council consensus to direct staff to provide resources for tenant protections on Item a. Housing Manager Rosemary Perich provided a briefing to the City Council regarding the housing resources provided by the Housing Rights Center, including additional information; consensus was received. For Item b., City Manager Bobadilla tested the website to show the Council how to search for their district and explained the voter outreach that staff will conduct. For Item c., City Manager Bobadilla clarified that the City

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does not have a Traffic Commission but does has a Traffic Safety Committee and encouraged the City Council to address any issues or concerns to Director of Public Works, James Enriquez; the Committee meets as needed. Councilmember Peralta requested that the Committee meet to address on-going issue. Director Enriquez clarified that Committee functions as an appeal body to review issues; currently no appeals has been submitted.

- **Mayor Pro Tem Jimenez** – none.
- **Mayor Cobos-Cawthorne** – none.

ADJOURNMENT

Mayor Cobos-Cawthorne adjourned in the memory of Monterey Park Police Officer Gardiel Solorio who was fatally shot, and in memory of Director Solorza's father, Carlos Solorza. Mayor Pro Tem Jimenez motioned, seconded to Councilmember Melendez, to adjourn the meeting at 8:35 p.m.

THE MINUTES OF AUGUST 10, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF OCTOBER 2022.

_____

Alicia Fernandez, Senior Deputy City Clerk

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CLOSED SESSION SPEAKER CARDS

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** 3233532626 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: None

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Closed Session

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA SPEAKER CARDS

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10, 11, 12, 22

Meeting Date: 8/10 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** 323 353 2626 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public comment item 10, #11

NOTES: #12 #22

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 8/10/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: MICHAEL CHEE **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: SELF

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** PUBLIC INTEREST TOPIC

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☒ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: Aug 10, 22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Roger Jimenez **PHONE:** (323) 6835632 (Optional)

ADDRESS: 1133 Beach St Montebello (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** Police

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD 10, 11, 12

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Item 13 Non-Agenda Item ☐ Agenda AGENDA ITEM NO. 10, 11, 12

Meeting Date: 10 August 2022 **Time Received:** 5:05 pm **Date Received:** _____

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____ (Optional)

ADDRESS: Resident at large on file (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Need public to be informed about Telecy detail of Financial arrangements

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 5

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 6/10 **Time Received:** 5:20 **Date Received:** _____

SPEAKER'S FULL NAME: Rosemary Torres **PHONE:** 633-9252 (Optional)

ADDRESS: 1424 S 4th St (Optional)

ORGANIZATION REPRESENTED: self

Opposed ☐ In Support ☑ Neutral ☐ **TOPIC:** giving thanks to MFD mayor

NOTES: and City Manager

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 7

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 8/10 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** 323-724-6099 (Optional)

ADDRESS: 500 S. Montebello Blvd #4C MTB CA 90640 (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☒ Language: Spanish

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Linda Mateos **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA COMMENTS

Padilla, Angelina

From: Fiona Reimers <FReimers@library.lacounty.gov>
Sent: Wednesday, August 3, 2022 7:55 PM
To: comment, ccpublic
Subject: [External] Public Comment for 8/10/22 City Council Meeting

Good evening,

I would like to submit the following for public comment at the 8/10/22 Regular City Council Meeting:

"Good evening members of the City Council. My name is Fiona Reimers and I am pleased to serve you as the new Community Library Manager at Chet Holifield Library in south Montebello. The library continues to offer free resources to meet your informational or recreational needs. We are an ideal homework spot and a place to check out a laptop, state parks pass, or the latest bestseller. Please visit us Monday through Friday or online at lacountylibrary.org. I look forward to meeting you in person soon and sharing about upcoming programs at the library. Thank you."

FIONA REIMERS
COMMUNITY LIBRARY MANAGER
LA County Library | Chet Holifield Library
1060 S Greenwood Ave, Montebello, CA 90640
P: 323.728.0421
E: freimers@library.lacounty.gov
LACountyLibrary.org

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: THOEUN TOM UCH <utandihappi@aol.com>
Sent: Saturday, August 6, 2022 10:41 AM
To: comment, ccpublic
Subject: [External] ACLU

The fundamentals of free speech " for "and " against " is provided by the US Constitution and CANNOT be denied or suppressed.
The City of Montebello and the Council must right the wrongs.

Tom and Alexandria Uch

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Martin Arcos <1965mararcos@gmail.com>
Sent: Tuesday, August 9, 2022 2:25 PM
To: comment, ccpublic
Subject: [External] Thank you

Hello, Madame Mayor, Council and Chiefs;

I would like to thank you for bringing back the feel of family, first the Firework show was spectacular, I told my children when I was their age we would go to the city park and watch fireworks.! They were nowhere as grand as the ones on July2. Then the Street event was so much fun, there were kids attractions, then the music was fantastic, the best part was it was free to the community. I'm sure Torres will complain like he always does, but correct me if I'm wrong didn't he get paid for the 5 meetings he's missed? How much did that cost us the taxpayers?
On Facebook one week he was acting like his medical condition was so dire, then 2 weeks later he's in Mexico water rafting and horseback riding, At last meeting when he could post and brag about his vacation, but he was a no show at last Council meeting and I did not hear his name so guess he doesn't care about city business.
Also would like to thank David S. the Parks Director for all the wonderful programs in our city, and for all his hard work and dedication to our community.
He truly deserves a raise, if the city had to pay him by the hour, the Over Time alone would be a lot of money, he's always there at the start and when we are leaving he's still there.
Our city is very lucky to have great staff, I see positive changes, our streets are looking good, I see more positive Police presents driving around and finally our Fire Department has new fire trucks. At an open house at Fire Station I remember seeing duct tape holding the Fire Truck together, they said they couldn't get parts because the company went out of business.
Again thank you for the great job you are doing.

Sincerely,
Martin Arcos
Montebello Resident

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Padilla, Angelina

From: Amanda Johansen <amandajohansenk@gmail.com>
Sent: Tuesday, August 9, 2022 5:40 PM
To: comment, ccpublic
Subject: [External] Public Comment on Agenda/Non-Agenda Items (Ordinance 2443)

Dear Mayor Cobos-Cawthorne and Honorable Members of the City Council:

I want to express my disapproval with Ordinance 2443 and further express my agreement with the ACLU SoCal. Not only does this ordinance violate the Brown Act, it is violative of the First Amendment. The public has the right to express their opinions to any public official during the meeting regarding an item being debated or any matter of public interest. This ordinance shields elected officials and appointed officers from accountability to the extent that it impedes on everyone's right to express their thoughts on city matters. I urge that the Montebello City Council consider repealing the ordinance so that we may continue to provide necessary input to the officials who we have elected.

Thank you for your attention to this matter.

Sincerely,
Amanda Johansen
Montebello Resident

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

August 9, 2022

To: Mayor Kimberly Ann Cobos-Cawthorne
Mayor Pro Tem Angie Jimenez
Councilmember David Torres
Councilmember Scarlet Peralta
Councilmember Salvador Melendez

Thank you for allowing me to provide public comment via email regarding the intent to suppress citizen's rights by enacting Ordinance 2443-City Council Procedures.

As a citizen of Montebello, I have the right and privilege to speak to you all in this public forum regarding issues that affect our city. As stated within the Brown Act, I understand and agree with the need to control a public audience and to have an expectation of decorum and respect. However, the implementation of this ordinance goes beyond that by imposing limitations on public opinion, input and/or criticism of your actions and directives. Your duty to serve the city of Montebello as my elected representative requires that you be open to a respectful discussion with your constituents regarding matters that affect Montebello's citizens and city operations. Without the citizens being able to provide input, how will you know what is in the city or citizen's best interest? How will you be able to initiate positive change? Open communication is key with issue identification and resolution. Without this open communication, we no longer have a democracy, but now we move closer to dictatorship, tyranny, inequality, and unfairness.

The Brown Act continues by stipulating that city officials may not stop or limit public response because of a city official's personal disagreement with the citizen's point of view. Your proposed intent to limit the public's voice is not only a violation of the Brown Act, but also the US Constitution, and California Law. This has been confirmed by the notification the city received from the ACLU. More importantly, it should violate your professional ethics and morals as a public official.

Please consider terminating this initiative and allowing Montebello to once again flourish based on the voices of its citizens and the ethical actions of its elected representatives. And just to remind you all that the citizen's elected you and depend on you to make decisions in the best interest of your constituency and not for your own personal gain or notoriety.

Respectfully,
Dr. Pattie Soltero Sanchez
815 Perry Ave.
Montebello, CA 90640
626-297-8307

Padilla, Angelina

From: David J Gutierrez <davidjgutierrez8@gmail.com>
Sent: Wednesday, August 10, 2022 12:47 PM
To: comment, ccpublic
Subject: [External] ACLU

Hello Mayor, Council and Chiefs;
This meeting I'd like to address the ACLU mess brought by Councilman Torres vs the City, you're patting yourself on the back for an issue they have been trying to make relevant.
In all our city history the comments have always been addressed to the Mayor. By allowing speakers to address Councilmembers directly is going to cause a circus atmosphere.
Are speakers going to be allowed to rebuttal, because presently we are not allowed to speak once we finish our time.
How will any city business be conducted?
During Oral comments allowing speakers to speak directly to Councilmembers could result in actions like you Torres once was allowed to speak for 33 minutes, if I had been present at the meeting I would have yelled out to shut up.
Will it be acceptable for Councilmembers to speak against a resident speaker's opinion? Where are our First Amendment rights?
As a long time resident I am against this stupid move by Torres using the ACLU. Enough do your job and respect your colleagues.
Bill Ceveras

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Jack Cortez <jackcortez11@proton.me>
Sent: Wednesday, August 10, 2022 2:15 PM
To: comment, ccpublic
Subject: [External] Letter for Today's Council Meeting

Scarlett,

We represent hundreds of Montebello resident workers whose primary interest is in ensuring a more ideal community to live, play and work — and most importantly ensuring their own financial security for the foreseeable future. These resident workers are primarily hourly workers who live and work in the Montebello community and are eager to see the City they live in and love continually improve for their own benefit. This is amplified greatly by unprecedented rises in the inflation rates that in some cases exceed 30% on consumer staples like energy and food. In fact, a recent article showed something as basic as a Target shopping trip exceeded 37% inflation from just one year ago on items like toilet paper, non-alcoholic beverages, sundries, and more. These are the issues and daily challenges that these resident workers care deeply about. In fact, care deeply about doesn't even begin to scratch the surface. Every day, people in this community are making heartbreaking choices: can I afford to fill up even partially my tank of gas, and how will I ensure my kid can get to school safely because I now work a second job in the mornings because costs have dramatically exceeded stagnating incomes.

With regards to issues regarding the ACLU and Montebello City Council, these resident workers quite simply do not care. It's 100% insider baseball that does not meaningfully move the needle for any resident in any way, shape, or form with regards to their financial prosperity going forward into the future. How does this item change any of that for any team member or resident of the community? How does this item meaningfully improve anyones lives other than your own trying to attack your colleagues because you want to feel temporarily important in your very important elected position representing a grand total of what will be a few thousand total votes in a world of over 7 billion. There is an old Yiddish phrase, to a worm in horseradish, the world in its entirety is horseradish. Well Scarlett, unfortunately for you, the world in which we live in does not include your insider baseball political games and tactics, none of which help us on an everyday basis, nor does it include the recent home one of you bought (congratulations by the way!). Wait…you bought a home right now that's close to a million dollars really quickly after being elected to council? Interesting. Why is it that politicians, even low level ones like you in tiny cities, always seem to experience such extravagant financial gain so quickly after being elected when there was little evidence of any financial prosperity prior to being elected? Well, I digress. What really counts here is you were elected to oversee the City, not run it day by day in excruciating minutia. Let the City management run the City and you do what you were elected to do and what councils in City's with FAR more prosperity have done for decades: talk to residents, attend ribbon cutting ceremonies, set high level policy, innovate and think about the future, promote stability for business development, and being a leader in difficult times.

Not bickering and arguing, posting inflammatory instagram posts, getting involved in BS employee concerns, plotting against each other, and trying to control a council in a very small city in the suburbs of Los Angeles. Posting an Instagram post on the ACLU as a "vote for me in District 2" — is that even legal? should a Councilmember be commenting on a legal matter? — after your colleague Councilmember Torres so slyly brings in the ACLU, such a noted force for positivity after all, that demeans the City and your colleagues and promoting it really goes against everything you should be doing which is promoting City positivity and cheerleading for the City and its success, not publicizing negative things your colleague has drummed up.

Would a member of the board of directors of a public company ever disparage their own company and promote such disparagement and then claim it was for the betterment of the company? Never. They would internally work to fix whatever issues they thought existed and not use it as an opportunity to promote themselves. But perhaps we are asking for too much after all, because clearly you're not a board of directors member of a prestigious company, you're a Councilmember who won with a few thousand votes in a place that used to be consider nice who is clamoring to unnecessarily win her election by so elegantly exposing your colleagues as terrible so you can attempt to take over the majority of council and enforce your will upon the City. We usually enjoy wishing people well, but in this case, we actually do not wish well upon your plan.

Anonymous

P.S. You don't need to run in November and you know it. You already have your at large seat for 2 more years and you are just running for a feeling of importance. So why are you running again?

Padilla, Angelina

From: Jen Flores <jenflores48@proton.me>
Sent: Wednesday, August 10, 2022 2:41 PM
To: comment, ccpublic
Subject: [External] Letter for Tonights Meeting

David,

Like we mentioned to your protege Scarlett, we represent hundreds of Montebello resident workers whose primary interest is in ensuring a more ideal community to live, play and work — and most importantly ensuring their own financial security for the foreseeable future. These resident workers are primarily hourly workers who live and work in the Montebello community and are eager to see the City they live in and love continually improve for their own benefit.

These resident workers are incredibly curious. Besides reaching out to the ACLU to have them belittle your colleagues, what have you done for us lately? All we've heard about is your continual negativity, your utter insistence to dive into the absolute monotony and minutia of little tiny meaningless things, and your power hungry struggle to control this City Council so you and your colleague Scarlett can have some relevance and control City Council. Or maybe the control of council helps the both of you with your close to million dollar single family residences. Wait, David, you don't have a job? That should come as a surprise to many in the City, but honestly, look at this surrounding area, it's full of elected officials with no gainful employment who simply suck on the teet of the machine that elected them in the first place. And then residents wonder why their communities stagnate and look the way they do. Ray Abassi and AAE the former City Engineers is not a job David, and since their removal I'm sure that well has really dried up, our condolences. Maybe Frankenstein Ray will help you out in some other way hoping you'll get the majority again.

Let's get back to this ACLU thing...pretend for a moment you were employed David, let me give it a moment because you'll need to suspend your disbelief at the thought of actually working. Let's give that a few moments more. We hope you didn't leave your job at the District Attorney's office of LA because you were misbehaving now, that would be a shocker, I mean after all obviously all the misbehavior and harassment that was exposed in Montebello couldn't be a character flaw that would seep into your former work environment could it? It had to have been a political attack by your colleagues in Montebello, then coordinated with an employment attack by your superiors at the Los Angeles District Attorney's office - a conspiracy! That sort of rumor mill will even get felon Will Cervera fired up. Felon Will Cervera, as in can't vote Will Cervera but public comments all the time and is on disability Will Cervera? Not felon as in case number 16HF1351 of the County of Orange Superior Court William Paul Cervera Jr now is it? "Attempted murder…William Paul Cervera Jr did unlawfully and with the specific intent to kill, attempt to murder Jane Doe, a human being." But back to the facts, David, what is your specific intent with regards to the City, not to attempted kill the majority your three other colleagues have is it?

Your behavior with the ACLU and the negative promotion you are drumming up is nothing more than an attempt to attack your colleagues as you seek, strive, and muster up all the hatred you have to eliminate your colleagues so you can hold the majority on the Council and enact your will upon it. Shouldn't Councilmember represent the people - do you David as an unemployed man with a close to million dollar single family residence really represent your community? Your continual promotion of negativity demeans the City and your colleagues and promoting it really goes against everything you should be doing which is promoting City positivity and cheerleading for the City and its success, not publicizing negative things your colleague has drummed up. Would a member of the board of directors of a public company ever disparage their own company and promote such disparagement and then claim it was for the betterment of the company? Never. They would internally work to fix whatever issues they thought existed and not use it as an opportunity to promote themselves.

In your heart of hearts David, think about this. If you were in control of Council, would you really be bringing in the ACLU to spew negativity about the City? Or would all of a sudden your posts magically turn all positive the moment you were in control.

Anonymous

P.S. You don't need to run in November and you know it. You already have your at large seat for 2 more years and you are just running again for a feeling of importance. So why are you running again?

Guillen, Kimberly (Admin)

From: Anna Estrada <annaestrada741@gmail.com>
Sent: Wednesday, August 10, 2022 4:14 PM
To: comment, ccpublic
Subject: [External] ACLU

Hello, my name is Anna Estrada I am writing regarding that stupid Facebook post by Councilwoman Peralta, linking the City Manager with the ACLU story. I've spoken to you and know there is no way you wrote that post yourself. I see the one with black background is the same post as another woman, either she wrote that post or someone else did.

Please next time you are given something to read prepared for you, would you kindly practice reading it? When you were not allowed to use your phone it was so obvious both you and Torres couldn't be coached, you were both lost. Ask the person that answers questions for you to help so you don't say Um, Um over and over, at the last meeting while we were watching at home it became a game how many times you'd said um, it was 19 times!

I am happy all Districts are up for the November election and I will be out helping Steve Andrade beat you Ms.Peralta you do absolutely nothing to better our community but take pictures of yourself, that's when you attend meetings.

Long Time Montebello Resident.

Anna Estrada

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Padilla, Angelina

From: Zoe McKinney <ZMcKinney@aclusocal.org>
Sent: Wednesday, August 10, 2022 4:37 PM
To: comment, ccpublic
Cc: Peter Eliasberg
Subject: [External] Ordinance 2443 - First Amendment violations
Attachments: 2022.08.05 ACLU ltr to Montebello Ordinance 2443 FINAL.pdf

Mayor Cobos-Cawthorne and Honorable Members of the City Council:
I am submitting this public comment for the Council's August 10, 2022 regular meeting. Multiple provisions in Ordinance 2443, recently enacted by the Council, trigger grave constitutional concerns. The provision in the Ordinance limiting the public's ability to direct comments to individual members of City Council, as well as the provision prohibiting criticism of City staff or council members are overbroad and unjustified restrictions on protected speech. To the extent the City Council justifies these unlawful provisions by reference to similar provisions in other jurisdictions, we note that (1) those referenced provisions also violate the First Amendment, and (2) Montebello is the only jurisdiction we are aware of that has enacted an ordinance—as opposed to a resolution or policy—to this effect.
Our letter detailing the legal bases for our concerns is attached. The Council must repeal or substantially alter these illegal provisions or be prepared to defend them in court.

Zoë McKinney
Staff Attorney, First Amendment and Democracy
ACLU Foundation of Southern California
1313 W 8th Street, Suite 200
Los Angeles, CA 90017
(o) 213.977.5244
aclusocal.org || facebook || twitter || blog || app
ACLU SoCal: *STAND FOR JUSTICE* >> *Download our mobile app at mobilejusticeca.org*
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AMERICAN CIVIL LIBERTIES UNION FOUNDATION
Southern California

August 5, 2022

Via electronic mail only
Mayor Kimberly Ann Cobos-Cawthorne, City of Montebello
Honorable Members of the City Council, City of Montebello

Re: Ordinance 2443

Dear Mayor Cobos-Cawthorne and Honorable Members of the City Council:

We are concerned that the Montebello City Council is attempting to insulate itself from public input and participation. Rather than facilitate public participation in the political process in furtherance of California's commitment to open government,[1] Ordinance 2443 raises significant Brown Act and constitutional concerns. Not only does it drastically decrease the time allotted for public comment,[2] but it also impermissibly restricts free speech, including speech on matters of public concern. Sections 8(D) and 13(C) of the Ordinance suggest an attempt to silence dissent and criticism in violation of California Law and the Constitution. As such, we urge the City Council to repeal or substantially alter the Ordinance, with particular attention paid to Sections 8(D) and 13(C).

Background

Ordinance 2443 was introduced in the City Council of the City of Montebello on October 13, 2021 and was approved and adopted on October 27, 2021. The Ordinance proposed amendments to the rules of conduct of "All City Council and Successor Agency Meetings, Proceedings, Business, and Rescinding Resolution."

Section 8(D) of the Ordinance requires that "[a]ll comments from the audience during Public Comments must be addressed to Mayor/Chairperson."[3] Section 13(C) requires that individuals "[n]ever publicly criticize an individual employee, including Council/Agency appointed officers" and directs that "[a]ll critical comments about staff performance should *only*

[1] The Brown Act makes clear that "the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the *people*'s business... The people of this State do not yield their sovereignty to the agencies which serve them." CAL. GOV'T CODE § 54950 (emphasis added). *See also* CAL. CONST., Art. I, § 3.
[2] *Compare* City of Montebello Resolution No. 06-22, Section 5(C) (three minutes per speaker on each item) *with* Ordinance 2443, Section 7(E) (limiting time for public comment to a total of 30 minutes). *See* Montebello City Council Meeting Agenda, October 13, 2021, available at https://www.cityofmontebello.com/archive-council-agenda/2021-1/715-council-meeting-agenda-10-13-2021/file.html (Resolution No. 06-22 is Attachment B to the agenda, and Ordinance 2443 is Attachment E to the agenda).
[3] Ordinance 2443, Section 8(D), available at https://bit.ly/3chs0Oj.

be made to the City Manager through private correspondence or conversation."[4] Section 13(C) is entitled "Council/Agency and City Staff Conduct", thus we read the provision to prohibit *both* city employees and elected members of the City Council from "publicly criticiz[ing]" a city employee.

Free Speech Concerns

Nowhere is the fundamental right to free speech and expression more vital than when people address public officials about issues of public concern, or when the public's elected representatives or other public officials provide their constituents with critiques of the government designed to serve the people. Indeed, political expression on governmental affairs and public issues "has always rested on the highest rung of the hierarchy of First Amendment values." *NAACP v. Claiborne Hardware Co.*, 458 U.S. 886, 913 (1982) (citation omitted). The protection of such political expression reflects the "profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open." *N.Y. Times Co. v. Sullivan*, 376 U.S. 254, 270 (1964). Such protected political expression "may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials." *Id*. "[I]t is only through free debate and free exchange of ideas that government remains responsive to the will of the people and peaceful change is effected." *Terminiello v. City of Norwalk*, 900 F.2d 1421, 1425 (9th Cir. 1990) (citing *Madison Sch. Dist. v. Wisconsin Employment Relations Comm'n*, 429 U.S. 167, 175 (1976)).

A. Preventing the public from addressing individual council members violates the Brown Act and Constitution.

Section 8(D), which states that all public comments "must be addressed to Mayor/Chairperson," prohibits the public from addressing individual members of the Council and plainly violates the First Amendment and the Brown Act. Meetings of the City Council constitute limited public forums. *See White v. City of Norwalk*, 900 F.2d 1421, 1425 (9th Cir. 1990). In a limited public forum, the government may enact reasonable restrictions to preserve the space for its intended purpose. *Good News Club v. Milford Cent. Sch*., 533 U.S. 98, 131 (2001). And the Brown Act itself indicates that the public shall have the right to speak on "any item of interest . . . within the subject matter jurisdiction of the legislative body." Cal. Gov't Code § 54954.3(a). More generally, "[d]ebate over public issues, including the qualifications and performance of public officials [], lies at the heart of the First Amendment. Central to these principles is the ability to question and challenge the fitness of the administrative leader of a [government body], especially in a forum created specifically to foster discussion about [issues within the body's purview]." *Leventhal v. Vista Unified Sch. Dist*., 973 F. Supp. 951, 958 (S.D. Cal. 1997) (citing *Schenck v. Pro–Choice Network,* 519 U.S. 357, 358 (1997)); *see also McIntyre v. Ohio Elections Comm'n,* 514 U.S. 334, 344–45 (1995); *First Nat'l Bank of Boston v. Bellotti,* 435 U.S. 765, 776–77 (1987); *Sullivan,* 376 U.S. at 270-71. As such, critiques of the actions or inactions of individual council members about issues within the Council's jurisdiction are protected by these First Amendment and Brown Act principles.

Preventing the public from addressing an individual Council member—other than the Mayor—directly leads to absurd and unreasonable results. For example, it prevents a person

[4] Ordinance 2443, Section 13(C) (emphasis added), available at https://bit.ly/3chs0Oj.

from directly responding to a particular comment or action by a Council member or directing comments to a Council member they believe to be the deciding vote on a matter of public interest. It also ignores the fact that the Council does not always act as a cohesive body. And, in the case of a split vote, it would be nonsensical and confusing for a member of the public to criticize the Mayor when he or she voted in the way the constituent preferred, while prohibiting the constituent from directing criticism at the council members who voted the against the constituent's preference.

We previously litigated this issue in a case against the Orange County Board of Supervisors. There, the superior court judge enjoined OCBOS from enforcing a similar provision, which required that all comments be directed to the Board as a whole rather than to individual Board members.[5] In response to the litigation, the OCBOS later amended its Rules of Procedure to specify that members of the public may comment on, question, or criticize the statements, votes, actions or omissions of individual Board members.[6] The Montebello City Council must similarly reject this unlawful provision.

B. Section 13(C) is unconstitutionally overbroad.

Government employees "have not relinquished the First Amendment rights they would otherwise enjoy as citizens to comment on matters of public interest." *United States v. Nat'l Treasury Employees Union*, 513 U.S. 454, 465 (1995) (quoting *Pickering v. Bd. of Ed. Of Tp. High School Dist. 205, Will Cnty., Il.*, 391 U.S. 563, 568 (1968) (quotation marks omitted)). The First Amendment protects a government employee's speech on matters of public concern unless outweighed by the state's interests in promoting workplace efficiency. *Pickering*, 391 U.S. at 567. Section 13(C), however, makes no such distinction for speech on matters of public concern. To the contrary, the Ordinance categorically bans "any and all public criticism of city government employees." The Supreme Court has repeatedly held that the *Pickering* balancing test is subject to an "enormous variety of fact situations" and that there is no "general standard" to apply. *Connick v. Meyers*, 461 U.S. 138, 154 (1983). A blanket rule prohibiting *any* criticism, therefore, runs counter to the balancing approach mandated by the Supreme Court and necessarily will restrict some constitutionally protected speech on matters of public concern.

Furthermore, courts are skeptical of blanket prophylactic prohibitions on speech of government officials rather than "*post hoc* analysis of one employee's speech and its impact on that employee's public responsibilities." *Nat'l Treasury Employees Union*, 513 U.S. at 466-67. While there might be some instances where staff members engage in criticism so unprofessional that it might justify individual discipline, the broad rule categorically prohibiting criticism, including on matters of significant public concern, is unconstitutional.

[5] Order Granting in Part and Denying in Part Plaintiff-Petitioner's Motion for Preliminary Injunction, Dkt. 78, at 4, *People's Homeless Task Force v. Cnty. of Orange*, No. 30-2019-01062485 (October 10, 2019) (enjoining enforcement of rule requiring public to address "[a]ll remarks and questions" to "the Board as a whole" and "not to any individual Board member"). Order attached as Appendix A.

[6] Rule 46, OCBOS Rules of Procedure, available at https://cob.ocgov.com/sites/cob/files/2021-07/Board%20Rules%20approved%2007-13-2021.pdf.

As overbroad as Section 13(C) is with respect to city employees, it is even less defensible as applied to legislators, whom the right to publicly comment on the functioning of the city government does not exclude. *See Bond v. Floyd*, 385 U.S. 116, 136 (1966) (finding "no support for" the State of Georgia's argument that the First Amendment protects only "the citizen-critic" and not "a legislator"). The City cannot apply greater restrictions to legislators' speech than it does to members of the public's speech. *Id.* at 133 ("The State declines to argue that Bond's statements would violate any law if made by a private citizen, but it does argue that even though such a citizen might be protected by his First Amendment rights, the State may nonetheless apply a stricter standard to its legislators. We do not agree."). Rather, legislators' ability to publicly criticize the government is vital to our system of government, "so that their constituents can be fully informed[,]… be better able to assess their qualifications[, and] … be represented in governmental debates by the person they have elected to represent them." *Id*. at 136-137. And the inability of elected representatives to voice their concerns about the functioning of the city government on the record would be detrimental to their ability to represent the will of their constituents.

Even if the Supreme Court's jurisprudence about public employee speech (i.e. the *Pickering* balancing test) did apply to a legislator, Section 13(C) is still overbroad for the reasons set forth above.

If the Section 13(C) prohibition were to remain in place, city staff members would lose their rights as citizens to criticize even their own elected official, and elected officials would not be able to criticize each other's policy positions, even when running for re-election. These outcomes are unconstitutional and threaten the legitimacy of the democratic process.

C. Courts have determined that provisions analogous to Section 13(C) are impermissible viewpoint restrictions on speech.

When city employees or councilmembers are speaking on matters of public concern, the usual First Amendment protections apply. It is a bedrock principle of free speech that "a speaker may not be stopped from speaking because the moderator disagrees with the viewpoint he is expressing." *White,* 900 F.2d at 1425 (citing *Perry Educ. Ass'n v. Perry Local Educators Ass'n*, 460 U.S. 37, 60-61 (1983). Federal courts in California have long rejected public meeting policies that prohibit criticism of district employees. *See* Leventhal, 973 F. Supp. at 956 (school district bylaw restricting raising "complaints" or "charges" against employees at open board meeting "violative of core First Amendment values"); *Baca v. Moreno Valley Unified Sch. Dist.*, 936 F. Supp. 719, 727-28 (C.D. Cal. 1996) ("District cannot prohibit speech on the ground that it is, or may be, false or defamatory, let alone on the ground that it is negatively critical of [the] District's employees."). Although *Leventhal* and *Baca* involved policies restricting the public's ability to criticize government employees, Section 13(C) is nonetheless viewpoint discriminatory on its face in that is restricts exclusively critical or negative comments. That Section 13(C) proscribes speech by council members or city staff rather than members of the public may implicate the scope of the First Amendment right at issue, but it does not change the analysis with respect to viewpoint discrimination.

Conclusion

Ordinance 2443 contains provisions that are unconstitutional restrictions on free speech and weakens the public's ability to be informed about the workings of their government and thus engage in the political process. Section 13(C) creates an atmosphere of silencing dissent and criticism, and opens the possibility to retaliation and harassment of city staff who are passionate about speaking out and informing the public of their concerns. Section 13(C) is plainly unlawful for the reasons discussed above, and the Council must repeal it. Not only is this necessary to protect the free speech of staff and council members, but it is also needed to ensure transparency in the political process and promote public access to government. We hope that we can resolve disputes without need for further legal action. Section 8(D) also violates the First Amendment and the Brown Act. Should the Council refuse to repeal or substantially alter these provisions to bring Ordinance 2443 into compliance with the First Amendment and California free speech requirements, we will consider all appropriate action including seeking relief from the court.

Please notify us of the steps you intend to take to address these concerns no later than August 31, 2022. If you have any questions or would like additional guidance, please contact Peter Eliasberg PEliasberg@aclusocal.org. Thank you for your attention on this matter.

Sincerely,

Peter Eliasberg
Chief Counsel
Manheim Family Attorney for
First Amendment Rights

Zoë McKinney
First Amendment and Democracy Staff Attorney

Cc (via e-mail):
Arnold M. Alvarez-Glasman, Montebello City Attorney
Rene Bobadilla, Montebello City Manager

PUBLIC HEARING - ITEM NO. 9
SPEAKER CARDS

CITY OF MONTEBELLO

Request No. #1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 9

Meeting Date: 8/10/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Lorraine Richards **PHONE:** _____ (Optional)

ADDRESS: 449 CONCOURSE AVE MTB 90640 (Optional)

ORGANIZATION REPRESENTED: YMCA Montebello Commerce

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** CDBG Funds

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 9

Meeting Date: 8/10/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Betty Jane Rodriguez **PHONE:** 323 722.7299 (Optional)

ADDRESS: 1701 Loma Rd (Optional)

ORGANIZATION REPRESENTED: YMCA

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 9

Meeting Date: 8/10/22 **Time Received:** 5:05pm **Date Received:** 8/10

SPEAKER'S FULL NAME: Margot Eiser **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. ~~4~~

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** C-DBG #9

Meeting Date: 8/10/22 **Time Received:** 5:20pm **Date Received:** 8/10/22

SPEAKER'S FULL NAME: Paul Parzik **PHONE:** 626.482.5857 (Optional)

ADDRESS: 7000 W. Beverly Blvd. Montebello (YMCA) (Optional)

ORGANIZATION REPRESENTED: YMCA

Opposed ☐ In Support ☑ Neutral ☐ **TOPIC:** C-DBG.

NOTES: To support appeal by YMCA

ACCOMMODATIONS:

Translation Needed: No ☑ Yes ☐ Language:

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐