



CITY OF MONTEBELLO CITY COUNCIL
SPECIAL MEETING AGENDA

TUESDAY, AUGUST 24, 2021 AT 5:30 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, City Manager

CITY TREASURER

Rafael Gutierrez

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

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

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

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. The City Council and Staff will begin to meet in person at the Council Chambers effective Wednesday, August 11, 2021. **Due to the increased transmission from the Delta Variant and to ensure the health and safety of the public, the Council Chambers will be closed to the public and all public participation will continue to occur telephonically until further notice.** Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Live Stream" tab, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1363 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 24 hours before this meeting.

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public interested in addressing the City Council during this Special Meeting may **only** address the items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. "Public Comments" may be limited to 30-minutes, those not accommodated during that time may have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered. Please show courtesy to others and direct all of your comments to the Mayor.

For those interested in making public comments, you may call up until the day of the meeting, **Tuesday, August 24, 2021 between 7:30 a.m. – 3:30 p.m. at (323) 887-1359**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, **Tuesday, August 24, 2021 between 7:30 a.m. – 3:30 p.m.** These comments will be read out loud and submitted for the record. Any requests to provide public comment which is submitted after the deadlines indicated above will not be addressed at the council meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Council Agenda" tab. Copies of the agenda cover sheets will be available for pickup at the front and west entrance of City Hall, as well as the north side of the building on Masser Place. Please note that only 10 copies will be distributed between the three locations and will be available for pick up on a first-come, first-served basis. The agenda cover sheets may also be emailed upon request.

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

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

CLOSED SESSION – 5:30 P.M.

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

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code section 54957.9(d)(1)
 - a. Camacho v. Montebello (JAMS 1220070833)
 - b. NASA v. City of Montebello (LA Superior Court case no. 21STCP01969)
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code section 54957.9(d)(2)
One matter of anticipated litigation involving HCD

REGULAR SESSION – 6:30 P.M.

INVOCATION

FLAG SALUTE

CORRECTIONS TO THE AGENDA – CITY MANAGER

PRESENTATIONS – NONE

PUBLIC COMMENTS ON ITEMS ON THE AGENDA ONLY (30 MINUTES)

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

OLD BUSINESS

4. **FURTHER REVIEW OF A ZONE CODE AMENDMENT TO AMEND THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH AN ART IN PUBLIC PLACES PROGRAM AND ADVISORY COMMITTEE, MODIFY SECTION 17.62.050 OF THE MONTEBELLO MUNICIPAL CODE TO REMOVE "MURALS" FROM THE LIST OF PROHIBITED SIGNS; ADOPT A CEQA EXEMPTION UNDER § 15061(B)(3) – INTRODUCTION AND WAIVING FIRST READING OF ORDINANCE NO. 2441**

NOTE: This matter will be continued to the City Council Meeting of September 8, 2021 or at a date thereafter as determined by the City Council.

REGULAR BUSINESS - NONE

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, with the exception of an item upon which a member of the public or City Council has requested to speak on, may be approved in a single motion. Such approval will also waive the reading of any ordinance.

5. **SECOND READING - ADOPT ORDINANCE NO. 2442 AMENDING CHAPTER 10.32 - "STOPPING, STANDING AND PARKING" OF THE MONTEBELLO MUNICIPAL CODE AUTHORIZING ISSUANCE OF MONTHLY, OVERNIGHT AND WEEKEND PARKING PERMITS AT CITY OWNED OR OPERATED OFF-STREET LOTS AND PARKING FACILITIES**

RECOMMENDATION: It is recommended that the City Council:

- 1) Waive Second Reading of Ordinance No. 2442 amending Chapter 10.32 – "Stopping, Standing and Parking" of the Montebello Municipal Code authorizing issuance of monthly, overnight, and weekend parking permits for residents at City-owned or operated off-street lots and parking facilities; and
- 2) Authorize, the City Manager or his designee(s), to erect the required signage per California Vehicle Code sections 21113 and 22519 giving notice of special conditions,

regulations, prohibitions, restrictions and/or regulations ushered in by the proposed Ordinance; and

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

6. APPROVE LEASE AGREEMENT FOR ASHIYA PARK WITH SOUTHERN CALIFORNIA EDISON

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Lease Agreement with Southern California Edison ("Edison") for a five-year term for use of Ashiya Park for public recreation purposes; 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.

7. APPROVE A SOLE-SOURCE AGREEMENT NO. 3903 WITH REMIX SOFTWARE, INC., FOR ADD-ON SCHEDULING SOFTWARE LICENSES AND SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a sole-source agreement with Remix Software, Inc. (Remix), for add-on 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.

8. APPROVE ISSUING A VEHICLE BODY REPAIR AND PAINTING SERVICES REQUEST FOR QUOTE, NO. 21-55

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Issuing a Vehicle Body Repair and Painting Services Request for Quote, No. 21-55 (RFQ No. 21-55); and
- 2) Take such additional, related, action that may be desirable.

9. PAYMENT OF BILLS: RESOLUTION NO. 21-77 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 24, 2021

RECOMMENDATION: Adopt Resolution No. 21-77 approving the Warrant Register dated August 24, 2021.

ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

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

1. Councilmember Melendez

- a. Fireworks.

2. Councilmember Jimenez

3. Councilmember Peralta

- a. Seek council consensus for a partnership between the City of Montebello and Mexican American Opportunity Foundation for the nation's premier annual Hispanic family physical activity and healthy lifestyle event: Vive tu Vida! Get Up! Get Moving! Health Fair.
- b. Montebello Farmers Market Thursday's 5-8 pm at 6th St. south of Whittier Blvd. Opens on August 26, 2021. Come out and have some fun!

4. Mayor Pro Tem Torres

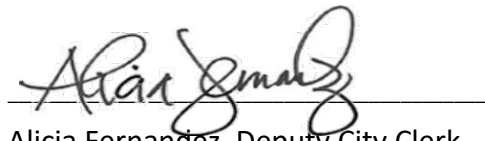
- a. Transit Ad Hoc Committee Report.
- b. Appointment to Parks and Recreation Commission – Erika Cabrera Moriyama.

5. Mayor Cobos-Cawthorne

ADJOURNMENT

The City of Montebello will adjourn to the next **Special Meeting on September 1, 2021 at 5:30 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before Saturday, August 21, 2021 5:30 p.m.

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

Alicia Fernandez, Deputy City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services
Nicholas Razo, Director of Human Resources and Information Technology

SUBJECT: **Second Reading - Adopt Ordinance No. 2442 Amending Chapter 10.32 - "Stopping, Standing and Parking" of the Montebello Municipal Code Authorizing Issuance of Monthly, Overnight and Weekend Parking Permits at City Owned or Operated Off-street Lots and Parking Facilities**

DATE: August 24, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Waive Second Reading of Ordinance No. 2442amending Chapter 10.32 – "Stopping, Standing and Parking" of the Montebello Municipal Code authorizing issuance of monthly, overnight, and weekend parking permits for residents at City-owned or operated off-street lots and parking facilities; and
- 2) Authorize, the City Manager or his designee(s), to erect the required signage per California Vehicle Code sections 21113 and 22519 giving notice of special conditions, regulations, prohibitions, restrictions and/or regulations ushered in by the proposed Ordinance; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

Staff anticipates modest expenditures related to the production and erection of parking lot signage related to these proposed municipal code changes. Estimated costs are as follows: 18 signs at \$30/each would be approximately \$540. Fiscal Year 2021-22 budgets in both the Human Resources and Parks and Recreation Departments contain sufficient

Second Reading – Adopt Ordinance No. 2442 Amending Chapter 10.32 - “Stopping, Standing and Parking” of the Montebello Municipal Code authorizing issuance of monthly, overnight and weekend parking permits at City-owned or operated off-street lots and parking facilities

Page 2 of 3

funding for these estimated costs, no budget amendments are needed related to this recommended action.

BACKGROUND

This item was first brought forward for City Council consideration on August 11, 2021, and again on August 24, 2021, for a second reading. The City of Montebello owns and operates various “off-street” parking lots (or “parking facilities”) citywide used by City employees, the general public and visitors during the course of their official business with the City. Recently, the City Council passed Ordinance No. 2436 prohibiting overnight and weekend parking at City-owned or operated off street lots and parking facilities pursuant to section 22519 of the California Vehicle Code (“Vehicle Code”).

Accessible on-street parking is limited throughout the City forcing many residents to seek alternative parking accommodations overnight and on the weekends that may lead to unsafe conditions and/or parking violations. In an effort to address overnight and weekend parking shortage for residents, staff recommends amending the City of Montebello Municipal Code authorizing the issuance of a proposed monthly, overnight, and weekend parking permit on specific City-owned and operated lots and parking facilities provided the parking permit applicant abides by all local and state laws, pays a reasonable fee established by an upcoming City Wide Fee Study, and agrees to enter into a hold-harmless agreement with the City.

Section 21113 of the Vehicle Code authorizes the legislative body of a municipality to grant permission to a person to stop, park, or leave standing a vehicle, whether attended or unattended, upon a parking facility of any property under the direct control of the legislative body of the municipality subject to any condition or regulation imposed by the legislative body; provided the legislative body erects or places appropriate signs giving notice of any special regulations or conditions imposed.

The proposed Ordinance would amend Chapter 10.32 of the Montebello Municipal Code (“MMC”) authorizing the issuance of the proposed monthly, overnight, and weekend parking permits at City-owned or operated off-street lots and parking facilities. Rules and regulations for the use and operation of such stalls will be implemented concurrently under the parameters established by Ordinance No. 2436 first introduced for by the City Council on February 24, 2021. Ordinance No. 2436 is authorized under Vehicle Code section 22519.

ANALYSIS

Generally, the proposed Ordinance would amend Chapter 10.32 of the MMC as follows:

Second Reading – Adopt Ordinance No. 2442 Amending Chapter 10.32 - “Stopping, Standing and Parking” of the Montebello Municipal Code authorizing issuance of monthly, overnight and weekend parking permits at City-owned or operated off-street lots and parking facilities

Page 3 of 3

- Authorize the City to designate specific parking areas at specific City-owned or operated, off-street lots and parking facilities for the use of resident monthly, overnight and weekend parking with a valid permit from the hours of 6:00 p.m. to 6:00 a.m. daily.
- Direct the City’s Director Recreation and Community Services (or designee) to erect all required signage giving notice of special conditions, regulations, prohibitions, restrictions and/or regulations ushered in by the proposed Ordinance and giving notice of any other related rules including, but not limited to, restriction of employee-only and handicap-accessible reserved parking.
- Authorize the Chief of Police (or his designee) to issue notices to appear or citations, in the usual form and manner as provided in the Vehicle Code.

Staff is recommending that the City Council waive the second reading of the proposed Ordinance attached hereto.

ENVIRONMENTAL

The action proposed herein is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b)(3), the "General Rule" provision of CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The approval of the proposed Ordinance would not have an impact on the environment.

DISCUSSION

Staff is recommending that the City Council waive the second reading of an Ordinance amending Chapter 10.32 – “Stopping, Standing and Parking” of the Montebello Municipal Code authorizing issuance of monthly, overnight, and weekend parking permits for residents at City-owned or operated off-street lots and parking facilities.

SUMMARY

It is requested that the City Council adopt an ordinance amending Chapter 10.32- “Stopping, Standing and Parking” of the Montebello Municipal Code establishing reasonable fees for Monthly, Overnight, and Weekend permits. Staff will erect required signage. Total Estimated Cost for the necessary signage is \$540. The adopted FY 2021-22 budget includes sufficient funding for purchase and installation of the necessary signage.

ATTACHMENT(S):

Attachment A – Ordinance No. 2442

ORDINANCE NO. 2442

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING CHAPTER 10.32 OF THE MONTEBELLO MUNICIPAL CODE BY ADDING SECTION 10.32.600 TO AUTHORIZE ISSUANCE OF MONTHLY, OVERNIGHT, AND WEEKEND PARKING PERMITS AT SPECIFIC CITY-OWNED OR OPERATED LOTS AND PARKING FACILITIES

WHEREAS, the City of Montebello ("City") owns and operates parking lots citywide used by City employees, the general public and visitors during the course of their official business with the City; and

WHEREAS, pursuant to Ordinance No. 2442 monthly, overnight, and weekend parking at off-street City-owned and operated lots and parking facilities is prohibited; and

WHEREAS, accessible, on-street parking, is often limited throughout the City forcing many residents to seek alternative parking accommodations overnight and on the weekends that may lead to unsafe conditions and/or parking violations;

WHEREAS, in an effort to address overnight and weekend parking shortage, the City desires to authorize monthly, overnight, and weekend parking by permit at specific City-owned or operated lots and parking facilities to promote the welfare, wellbeing and safety of City residents and minimize risk to City-owned property after business hours; and

WHEREAS, VEH § 22519 of the California Vehicle Code allows local authorities to prohibit, restrict or regulate the parking, stopping or standing of vehicles on any off-street parking facility which it owns or operates provided such prohibition, restriction or regulation does not apply until signs giving notice have been erected; and

WHEREAS, section 21113 of the California Vehicle ("VEH") Code authorizes the legislative body of a municipality to grant permission to a person to stop, park, or leave standing a vehicle, whether attended or unattended, upon a parking facility of any property under the direct control of the legislative body of the municipality subject to any condition or regulation imposed by the legislative body; provided the legislative body erects or places appropriate signs giving notice of any special regulations or conditions imposed.

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

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

SECTION 2. AMENDMENT; ADDITION. Sections 10.32.600 is hereby added to Chapter 10.32 – Stopping, Standing and Parking of the Montebello Municipal Code to read as follows.

10.32.600 – Monthly, Overnight, and weekend permits at City-owned or operated off-street lots and parking facilities.

- A. Pursuant to California Vehicle Code sections 21113 and 22519, the City hereby authorizes certain stalls and spaces in City owned or operated off-street parking lots and facilities to be for the exclusive use of monthly, overnight, and weekend parking only with a valid City-issued monthly, overnight and weekend permit.
- B. Monthly, Overnight and weekend permits shall be valid for monthly, overnight, and weekend parking only as defined in subsection (C) below.
- C. A vehicle properly displaying a monthly, overnight, and weekend permit may be parked in designated areas of the City-owned or operated lots and parking facilities from the hours of 6:00 p.m. to 6:00 a.m. daily, provided all applicable fees have been paid.
- D. A schedule of fees associated with the overnight and weekend permits shall be adopted by Resolution and may be amended from time to time based upon the actual costs of performing such services and if found to be reasonable.
- E. Monthly, Overnight, and weekend permits shall not be valid unless properly displayed with all alpha and numeric characters, location designations and expiration dates in clear view.
- F. Where parking spaces or stalls are appropriately posted to indicate that parking is restricted to a certain use or vehicle, all monthly, overnight, and weekend permit parking holders must conform to the posted restrictions. Unless posted otherwise, restricted parking spaces shall be enforced 24 hours per day, seven days per week.
- G. Such prohibitions shall be marked and designated as such by appropriate signs to be prominently displayed within each lot and/or area.
- H. The director of recreation is hereby authorized to post signs in accordance with California Vehicle Code sections 21113 and 22519 at certain stalls and spaces in City owned or operated off-street parking lots and facilities.

- I. Monthly, Overnight, and weekend permit applicants shall be required to enter into an agreement agreeing to hold harmless the city and its agents, officers, consultants, independent contractors, and employees, from any and all damage, loss of property, claims, actions, or proceedings arising out of any personal injury, including death or property damage arising out of the issuance of a monthly, overnight, and weekend Parking permit.
- J. This section does not interfere with other or existing laws allowing the City to regulate parking in City owned or operated off-street parking lots and facilities within the City, including the authority to restrict non-permitted overnight parking; provided such designations comply with signage requirements under California Vehicle Code section 22519.
- K. For any violation of any provision of this section, the chief of police, or his/her designee is hereby empowered to issue due notices to appear or citations, in the usual form and manner, as provided in the California Vehicle Code.

SECTION 4. RULES AND REGULATIONS. The City Manager, or his/her designee, shall make appropriate rules and regulations governing the application, issuance, and use of monthly, overnights and weekend permits.

SECTION 5. NOTICE; AUTHORITY TO ERECT SIGNS. The director of recreation is authorized to erect signs for the purpose of providing notice prohibiting, restricting or regulating the parking, stopping or standing of vehicles on any off-street parking facility owned or operated by the City pursuant to sections 21113 and 22519 of the California Vehicle Code

SECTION 6. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 8. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED 11th day of August 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance 2442 was introduced at the regular meeting of the City Council on 11th day of August 2021, and was adopted by the City Council of the City of Montebello at its meeting held on the ___th day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve License Agreement No. 3905 for Ashiya Park with Southern California Edison**

DATE: August 24, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Approve a License Agreement with Southern California Edison ("Edison") for a five-year term for use of Ashiya Park for public recreation purposes; 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.

FISCAL IMPACT

Staff is recommending approval of a License Agreement with Edison to continue use of Ashiya Park for public recreation purposes for an additional five-year term. The total fee for use of Edison property at Ashiya Park for the term of the proposed agreement is Eight Thousand Four Hundred Eighty-Eight Dollars and Forty-Five Cents (\$8,488.45). The agreement is managed by the Recreation and Community Services Department and there is sufficient funding in the Recreation Administration Division Fiscal Year 2021-22 budget.

BACKGROUND

Ashiya Park is a 7.9 acre neighborhood park located at 2700 W Beverly Blvd. Ashiya Park is named after Montebello's sister city, Ashiya, Japan and is a part of the "people-to-people program" initiated by President Dwight D. Eisenhower in 1956. Amenities at the park include restrooms, sports fields, basketball courts, and playgrounds.

Approve License Agreement No. 3905 for Ashiya Park with Southern California Edison

Page 2 of 2

The property where Ashiya Park is located is owned by Edison. Since 1966, the City has entered into License Agreements with Edison every five years in order to utilize the property for public recreation purposes. The current lease term expires at the end of August. The new lease term would be from September 1, 2021 through August 31, 2026 and allows for the public to continue to have access to the park and its recreational amenities.

The terms and conditions of the proposed lease are consistent with the current license agreement between the City and Edison. Under the terms of the new license agreement, the property can be used for park and public recreation purposes only. The City must provide Edison access to structures/equipment on the property and installation of park improvements, including grading, lighting, landscaping, irrigation, and the installation of retaining walls, must be submitted for prior approval by Edison. All safety measures required by Edison will continue to be followed and maintained to ensure the public's safety. Additionally, the City will continue to maintain the property which includes landscaping and janitorial services. Services will be performed by the City's current contracted vendors and/or City personnel.

SUMMARY

The City Council will consider approval of a License Agreement with Southern California Edison for a five-year term and in an amount not-to-exceed \$8,488.45 for use of Ashiya Park for public recreational purposes and authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENT (S):

- A. Attachment A – License Agreement
- B. Attachment B – Ashiya Park Map

**CITY OF MONTEBELLO
LICENSE AGREEMENT NO. 3905**

ATTACHMENT A

SCE Doc. 28075 Att.

Contract No. 9.4141
(Formerly Contract No. L.1761)

CITY OF MONTEBELLO-ASHIYA PARK

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____/____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

PARK USE

TREES/LANDSCAPING

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF MONTEBELLO-ASHIYA PARK, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Numbers 6343-021-800, 6343-005-800, and 5268-027-800, situated in the City of Montebello, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of September, 2021 and ending on the last day of August, 2026. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Eight Thousand Four Hundred Eighty Eight and 45/100 Dollars (\$8,488.45) upon the execution and delivery of this Agreement for the full term of this Agreement. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor.

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

Initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Initial (____)/(____/____)
Licensor/Licensee

- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensors. Park and public recreation use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensors a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensors with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensors at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensors at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensors, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensors.

5. Licensors' Use of the Property: Licensee agrees that Licensors, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensors, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensors' activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensors' prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensors may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensors' existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensors' prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensors for any reason whatsoever.

To the extent Licensors reviews and/or approves any improvement plans, Licensors is doing so only for purposes of determining whether said improvements are compatible with Licensors' use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensors may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensors. Licensors is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that

Initial (____)/(____/____)
Licensors/Licensee

any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

Initial (____)/(____/____)
Licensor/Licensee

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and

Initial (____)/(____/____)
Licensor/Licensee

Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

Initial (____)/(____/____)
Licensor/Licensee

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.

Initial (____)/(____/____)
Licensor/Licensee

- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensors shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensors provides an initial written notice of such failure. After providing initial notice under this provision, Licensors will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensors at law or in equity, Licensors shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensors.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensors shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensors shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensors be responsible for the value of Licensee's personal property.

Licensors shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensors related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies

Initial (____)/(____/____)
Licensors/Licensee

and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies

Initial (____)/(____/____)
Licensor/Licensee

about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

(THIS SPACE LEFT BLANK INTENTIONALLY)

Initial (____)/(____/____)
Licensor/Licensee

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Montebello-Ashiya Park
1600 West Beverly Boulevard
Montebello, CA 90640

Business Telephone No. (323) 887-4588

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

(THIS SPACE LEFT BLANK INTENTIONALLY)

Initial (____)/(____/____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

SHARAT MISRA
Real Estate Senior Specialist
Land Management – Metro Region
Vegetation & Land Managment

Date

LICENSEE:

CITY OF MONTEBELLO-ASHIYA PARK

By_____

RENEE BOBADILLA, City Manager

Date

Initial (____)/(____/____)
Licensor/Licensee

APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (____)/(____/____)
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames and poles

Initial (____)/(____/____)
Licensor/Licensee

- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor “drip lines”

Initial (____)/(____/____)
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor’s prior written approval.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M**PARK USE**

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

Initial (____)/(____/____)
Licensor/Licensee

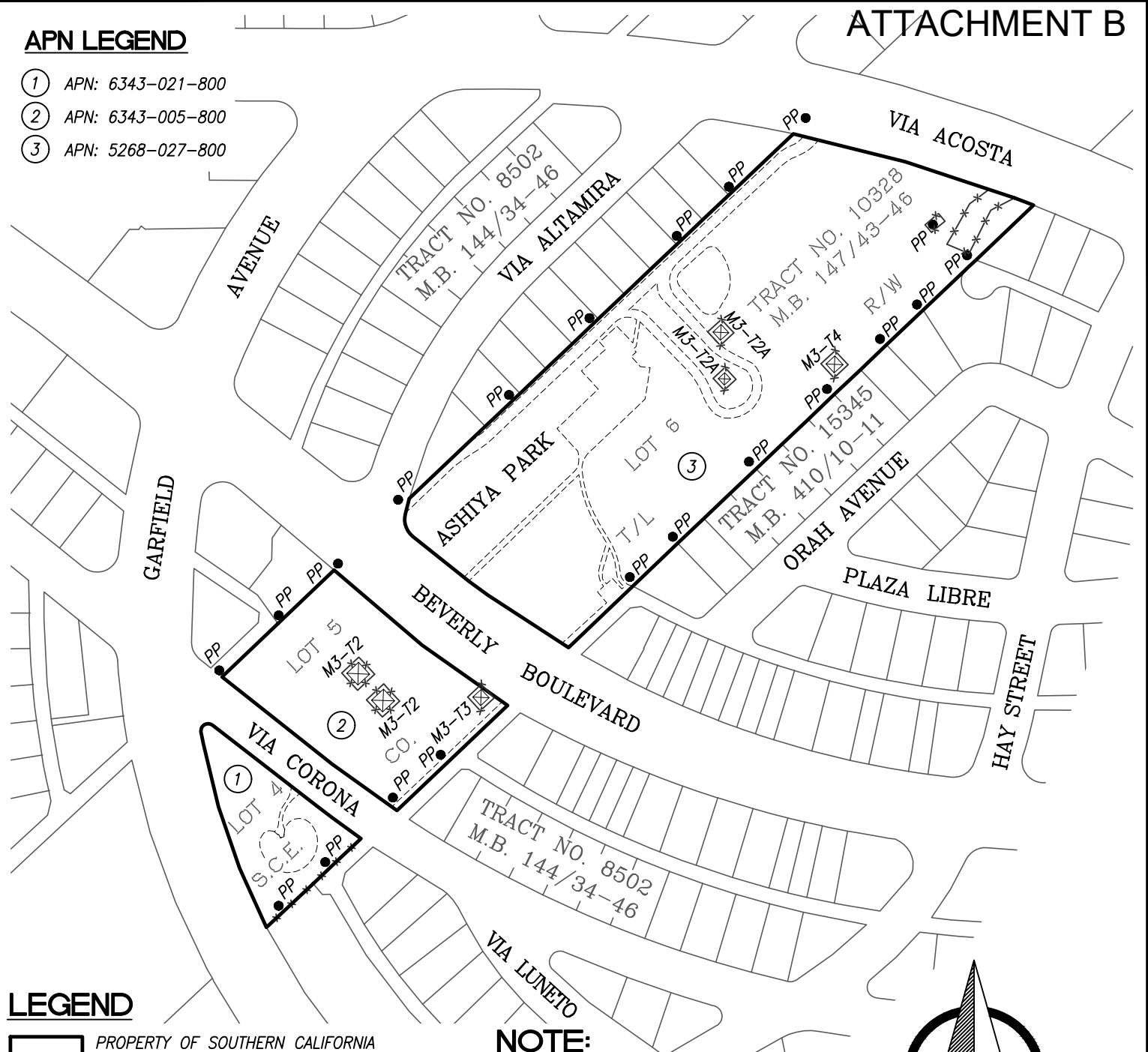
A D D E N D U M**TREES/LANDSCAPING**

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____/____)
Licensor/Licensee

APN LEGEND

- ① APN: 6343-021-800
 ② APN: 6343-005-800
 ③ APN: 5268-027-800

**LEGEND**

PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO CITY OF MONTEBELLO - ASHIYA PARK FOR PARKS & PUBLIC RECREATION PURPOSES ONLY

APPROXIMATE TOWER LOCATION

● PP APPROXIMATE WOOD POLE LOCATION

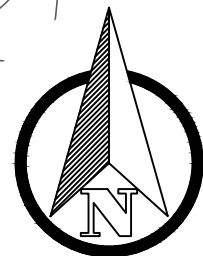
----- ACCESS ROAD

-x-x-x- CHAIN LINK FENCE

NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

- a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.
 b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.



0 100 200 400
 SCALE IN FEET

EXHIBIT "A"

FACILITY NAME: LAGUNA BELL – MESA 220 KV T/L R/W				LICENSED AREA (GROSS)	SQ.FT.: 344,743	AC.: 7.91
LICENSEE: CITY OF MONTEBELLO – ASHIYA PARK				CONTRACT NO.: 9.4141	ACCOUNT NO.: L1761	
CITY: MONTEBELLO	COUNTY: LOS ANGELES	STATE: CA	T.G.: 636/A7; 636/B7; 676/A1; 676/B1			M.S.: 052–087
APN(S): SEE APN LEGEND			SCE DOCUMENT NO.: 28075/001			
SCE SANDERS MAP: 533955; 533956		SCE LAND BOOK: N/A	REF: 2016/9.4141.DWG			 SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
R.P. LAND AGENT: S. MISRA		LANDBASE MAPPING: WESTLAND GROUP, INC.		CHECKED BY: V. MUNOZ		
ORDER NO.: 801167420	NOT. NO.: 202715217	DATE: 05/04/2021	FILE NAME: 9.4141.DWG			





CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve a Sole-Source Agreement No. 3903 with Remix Software, Inc., for Add-On Scheduling Software Licenses and Support Services**

DATE: August 24, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Approve a sole-source agreement with Remix Software, Inc. (Remix), for add-on 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.

FISCAL IMPACT

The cost for add-on scheduling software licenses and support services over a two-year (2) term is for a total not-to-exceed amount of \$95,000. The payment schedule is as follows:

Year 1	Year 2	Total 2 Year Agreement
\$47,000	\$48,000	\$95,000

Funding for this agreement will be allocated from the Transportation Department's Fiscal Year 2021-22 adopted operating budget (Account No. 600-90-900-6040.10, Contract Services, Outside Contracts) and the Federal Transit Administration (FTA) Grant CA-2017-149 FTA (Account No. 270-9061-2017-090). Therefore, a budget amendment is not needed.

Approve Sole-Source Agreement No. 3903 with Remix Software, Inc., for Add-On Scheduling Software Licenses and Support Services

Page 2 of 2

BACKGROUND

In July 2020, the City of Montebello renewed a previous agreement with Remix for an additional three-year term to provide transit planning support services and software licenses for Montebello Bus Lines (MBL). Remix is a transit planning software that provides for quick bus route design, map-based route and bus stop planning, operating cost calculations based on frequencies and time tables, analysis capacities (e.g., stop-based demographic analysis, ridership visualization and analysis), and interactive U.S. Census Longitudinal Employer-Household Dynamics Origin-Destination Employment Statistics (LODES) data. In addition, MBL uses the software system to provide analytical data necessary for the City's Title VI Program (Civil Rights Act) to remain in compliance with the Federal Transit Administration reporting requirements.

Staff requests City Council's approval to enter into an agreement for a two-year term, to run concurrent with the existing Remix agreement (expiring August 2023), for add-on scheduling services. As an end-to-end software solution, Remix also provides add-on scheduling services that will help staff manage operational service challenges as MBL recovers from reduced service levels caused by the coronavirus pandemic. Using this digital platform will enable transit staff to engage in transparent and simplified processes, improve labor-friendly schedules, and optimize peak bus counts, costs, overtime, straight runs, and/or crew counts.

Since Remix is a proprietary software, MBL requests approval to sole-source the add-on scheduling service to maintain and increase the efficiency of MBL's operation. The procurement of this software will be obtained through the procedures outlined in Montebello Municipal Code (MMC) Section 3.20.050, as authorized under California Government Code Section 54202. In accordance with MMC 3.20.050 (B), when the supplies and equipment needed can be obtained from one source only.

SUMMARY

Staff recommends the City Council approve a sole-source agreement, attached hereto in substantial form, with Remix to provide add-on scheduling software licenses and support services for MBL, for a total not-to-exceed amount of \$95,000 over the two-year contract term; and authorize the City Manager and/or his designee, to execute an agreement on behalf of the City.

ATTACHMENT (S):

A. Attachment A – Proposed Remix, Inc. Agreement No. 3903

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3903
WITH REMIX TECHNOLOGIES, LLC

THIS AGREEMENT ("Agreement") is made and entered into on September 1, 2021 ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as "CITY") and Remix Technologies, LLC (a subsidiary of Via Transportation Inc.), a Delaware corporation registered to do business in California (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist CITY by providing a professional end-user software licenses and support services for transit planning and scheduling; and

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

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

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. CONTRACTOR shall provide to CITY those services that are set forth fully in CONTRACTOR's proposal and Remix Services Agreement for Montebello Bus Lines dated August 12, 2021 attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Professional Services").

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

C. CONTRACTOR shall be compensated a sum not-to-exceed **Ninety Five Thousand Dollars (\$95,000)** for the performance of the Professional Services as set forth in **Exhibit "A"**. CONTRACTOR shall provide an itemized billing statement to CITY for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

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

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

SECTION 2. TERM; OPTION TO EXTEND; AND SURVIVAL.

A. This Agreement shall be effective starting on the Effective Date and continuing until **August 14, 2023** (the "Term"), unless such Term is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 7 herein.

B. 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. PERFORMANCE.

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

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

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

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors or 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 CONTRACTOR.

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

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 4. WORK PRODUCT.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 3 of 13

this Article shall survive the expiration or termination of this Agreement.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 4 of 13

under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 5 of 13

contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION AND LIMITATION OF LIABILITIES.

A. CONTRACTOR agrees to defend and indemnify CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all 3rd party 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 arise from such 3rd party claims that 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 tangible property to the extent arising out of CONTRACTOR's negligent or wrongful act or omission in performing the Professional Services under this Agreement, except only liability arising out of the sole or negligence of CITY or any of CITY's appointed boards, officers, officials, employees, agents and volunteers.

B. CONTRACTOR'S indemnity obligations under this Agreement are subject to: (i) CITY promptly notifying CONTRACTOR in writing of any claim that CITY is seeking indemnification from CONTRACTOR for under this Agreement which includes promptly including any request for CONTRACTOR to accept full defense and indemnity; and (ii) CITY providing CONTRACTOR, at CONTRACTOR's expense, with assistance, information and authority necessary for CONTRACTOR to perform its obligation under this section and (iii) CONTRACTOR controlling the defense and settlement of any claim or action with legal counsel chosen by CONTRACTOR with CITY's consent (not to be unreasonably withheld); provided only where such control of defense and settlement is made after CONTRACTOR has accepted full tender of defense and indemnity subject to the terms of this Agreement

C. CONTRACTOR's aggregate liability and responsibility for any and all claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this agreement or the use (whether or not in the manner permitted by this agreement) of the software, custom software, professional services, documentation, including claims for breach of contract, tort, misrepresentation, or otherwise, shall in no event exceed the amount of fees paid by city in the year of the claim for the software, custom software, documentation or professional service that is the subject of the claim.

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 6 of 13

premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 7 of 13

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. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

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

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

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

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver 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. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 8 of 13

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 9 of 13

whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

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 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered 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:

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 10 of 13

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Acting Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor: Remix, Inc.
Attn: Tiffany Chu, Co-founder and CEO
60 29th Street, #106
San Francisco, CA 94110
(415) 503-9174
team@remix.com

An e-mail (“**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 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

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

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

CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. CONFIDENTIALITY.

A. Definition of Confidential Information. The Parties acknowledge that in connection with their respective rights and responsibilities under this Agreement, each will have access to the others' confidential and proprietary information ("Confidential Information"). CONTRACTOR's Confidential Information includes the Software and all copies and partial copies thereof, including its proprietary function, logic and structure, the Documentation, and any other information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to CONTRACTOR's internal procedures, customers, personnel, incidents, financial information and other results. CITY's Confidential Information includes the all data that CITY inputs into the Software, and any information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to CITY's internal procedures, customers, personnel, incidents, financial information and other results. For purposes hereof, the parties acknowledge and agree that, except as otherwise provided in subsection 24(D) below, CITY's Confidential Information includes any and all methodologies, business logic and technology utilized by CITY in its business. This obligation of confidentiality applies to any Confidential Information that is proprietary to each Party as well as to information of third parties that either Party has an obligation to keep confidential, and will survive termination of this Agreement. The Parties agree that, upon termination of this Agreement, CONTRACTOR shall return to CITY all copies of CITY Confidential Information in CONTRACTOR's possession.

B. Limitations on Disclosure and Use. Except as specifically provided for in this Agreement or as required by law, each Party agrees not to use the other Party's Confidential Information for itself or for any other party, or divulge or disclose the Confidential Information to any other party other than to authorized employees or consultants with a need to know, each of whom is made aware of and agrees to abide by these obligations. All confidentiality obligations contained herein shall be in full force and effect as to those entities. Each Party agrees to implement reasonable procedures to prevent unauthorized disclosure and to treat the other Party's Confidential Information with at least the same degree of care as it treats its own Confidential Information, but at a minimum with a reasonable degree of care.

C. Compelled Disclosure. In the event that either Party becomes legally compelled to disclose the other Party's Confidential Information, the compelled Party shall provide the other Party with at least five (5) business days' written notice (or, if such notice period is impracticable, prompt notice) so that the other Party may seek a protective order or other appropriate remedy. If the other Party is unable to obtain a protective order or other appropriate remedy, then the receiving Party may disclose the disclosing Party's Confidential Information requested but only that minimum amount of Confidential Information required to comply with the legal request as advised by the receiving Party's legal advisor.

C. Exclusions from Confidential Information. Confidential Information does not include any information that (i) is or subsequently becomes publicly available other than through either Party's breach of any duty owed the other Party; (ii) was lawfully known to the receiving Party prior to disclosure in connection with this Agreement; or (iii) became known to the receiving Party from a third party other than by breach of a duty of confidentiality; or (iv) information that is required to be disclosed pursuant to the California Public Records Act (Government Code section 6250, *et seq*).

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 12 of 13

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURES ON THE NEXT PAGE]

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 13 of 13

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

City of Montebello
("CITY")

Remix, Inc.
("CONTRACTOR")

René Bobadilla, City Manager

Tiffany Chu, Co-founder and CEO

Date:

Date:

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENTS:

Exhibit A – Contractor's Proposal

Exhibit “A”
Contractor’s Proposal



Remix Proposal for Montebello Bus Lines

Adrianna Kendricks, MBL

Date: August 12, 2021

By: Remix Technologies, LLC.

Alyssa Overheul



About Remix

Our vision is to empower cities to manage all aspects of transportation and create equitable, safe, and accessible outcomes.

Remix is the only company that brings together the complete transportation picture in a single software platform. We build products that help cities develop the best transportation outcomes for their communities. The company was founded in 2014 out of Code for America and has partnered exclusively with government agencies since its founding.

Our technology enables you to see your data in one place, plan a holistic network, and build consensus across stakeholders. Remix focuses on technology and expertise that enables transportation professionals to do their best work through easy-to-use, visual tools to analyze and design more livable cities, where multiple modes of transportation can thrive.

Over 375 governments around the world leverage Remix's transportation platform. We bring the unique expertise of working directly with over 11,000 transportation professionals to build a cloud-based software platform that helps local governments build more livable communities. In 2021, we joined the Via Transportation, Inc. family and now have a global community of over 500 customers around the world.

Our global footprint informs our impact

500+ cities and agencies choose Via for delivering public mobility.

500+

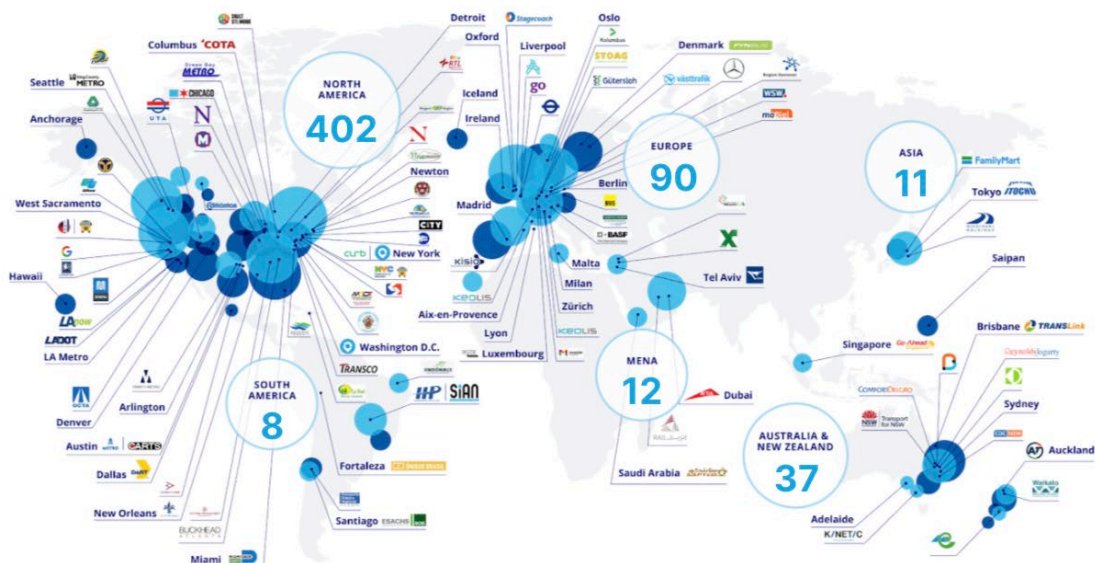
Partners

40

Countries

350

Engineers



Product Overview

The core data platform enables three distinct workflows for transportation professionals and decision-makers, powered by open data and open source tools. By pulling data insights into the planning process, local governments can design better transportation networks, safer, more multimodal streets, and seamless integration between public and private transportation.



EXPLORE

Access and visualize all of your transportation data first

Gather context and explore problems through quick insights for custom-drawn and existing geographical boundaries



TRANSIT PLANNING + SCHEDULING

Plan transit from vision through implementation

Design, evaluate, and collaborate all in one place - from a small detour to a full system redesign, and everything in between. Once your plan is set, take your vision through to blocking, runcutting, and rostering.



STREET DESIGN

Design streets for the multimodal city

Explore new street design concepts, use data to inform decisions, and move your ideas forward, faster.



ON-DEMAND PLANNING

Plan an integrated network across modes

Coordinate a multimodal transportation network that fit the diversity of your community, while understanding the impacts to operational constraints.

Remix Scheduling Proposal for Montebello Bus Lines

Prepared for Adrianna Kendricks, *Montebello* BUS LINES. By Alyssa Overheul, Remix (alyssa.overheul@ridewithvia.com). Date: August 12, 2021

What do I get with a Remix Scheduling License?

A full transit scheduling platform for your entire agency. It's an annual subscription for unlimited users, and includes:

- Interactive blocking to finalize vehicle assignments
- Unlimited excel reports for daily vehicle assignments, driver assignments, and roster-style bidding
- Dynamic runcutting interface for multiple schedule generation
- Optimization for peak bus count, costs, overtime, straight runs, and/or crew count
- Operator and labor-friendly schedules
- Cafeteria/roster-style bidding with intuitive and informational bid sheets for operators
- Relief-vehicle logistics
- Easy to read, detailed printable paddles for operators
- Customizable timepoints to keep operators on schedule
- GTFS export for mobile rider applications
- Integration with a variety of AVL and farebox systems, including Syncromatics, AVAIL, Double Maps, and Transdev VDS

Customer support?

Our Success Team brings years of transit experience and works with you to develop a customized Success Plan. Each plan has three parts:

1. Onboard (First 90 Days): Identify a first bid and work on it together.
 - Workshops, Project-Assisted Training, Individual Sessions, Video Guides
2. Plan (Months 2+): Bring your plans to life with Remix.
 - Regular Check-ins, Best Practices Blog, Remix Webinars, Remix Conference
3. Measure Results (Months 6+): Document your return on investment (ROI).
 - Develop ROI Report, Set Yearly Goals, Manage Renewal, Plan Ahead

Technical requirements?

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of any browser
- Agency-wide annual subscription -- no maintenance fees.

Remix Services Agreement for Montebello Bus Lines

This Services Agreement ("Agreement") is entered into between Remix Technologies, LLC., a subsidiary of Via Transportation, Inc. ("Company"), and Montebello Bus Lines ("Customer") and will become effective when it is executed by authorized representatives of both parties (the "Effective Date").

Scope of Services & Terms

Prepared for Adrianna Kendricks, Montebello Bus Lines. By Alyssa Overheul, Remix (alyssa.overheul@ridewithvia.com). Date: August 12, 2021

Effective Date	September 1, 2021
Commitment Term	9/01/2021 - 8/14/2023 (To align with existing Remix Transit contract)
Remix Transit Scheduling License	From 9/1/2021 – 8/31/2022 - \$45,000 USD per year, based on a total fixed route fleet of ~72 vehicles From 9/1/2022 – 8/14/2023 - \$48,000 USD per year, based on a total fixed route fleet of ~72 vehicles • Access to Transit Scheduling platform • Remix licenses for an unlimited number of users within DEPTS LISTED • Enhanced data visualization and analysis • Software as a Service (SaaS): fully hosted, cloud-based web platform • Dedicated Customer Success staff; Premium Enterprise Support: response to requests in 1 business day
Implementation Fee	\$2,000 for 1-year due on year one • Provide onboarding and training for all staff. • Create user accounts • Calibrate and upload key datasets
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.

.....

This Agreement incorporates the attached Terms and Conditions ("Terms"). In the event of a conflict or inconsistency between the Terms and this Agreement, the Terms will control, except to the extent that this Agreement expressly states that it supersedes specific language in the Agreement. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

Montebello Bus Lines

Signature: _____

Name: _____

Title: _____ Date: _____

Billing Contact Name: _____ Email: _____ Phone: _____

Remix Technologies, LLC.

Signature: _____

Name: _____

Title: _____ Date: _____



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve Issuing a Vehicle Body Repair and Painting Services Request for Quote, No. 21-55**

DATE: August 24, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Approve Issuing a Vehicle Body Repair and Painting Services Request for Quote, No. 21-55 (RFQ No. 21-55); and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The services included in this Request for Quote are utilized by multiple departments which have vehicles in the City's fleet: Transit, Police, Public Works, Parks and Recreation and Fire. Funding for vehicle repairs and related services are included in each of those Department's Fiscal Year 2021-22 budgets (e.g., 100-85-850-6080.30, Fire Department, Administration, Vehicle Repair and Services). There is no fiscal impact related to issuing RFQ No. 21-55 for the intended services. The award of a new contract will require City Council approval. If necessary, budget amendments will be recommended at the time of contract award.

BACKGROUND

In September 2019, City Council awarded an agreement (Agreement No. 3690) to Montebello Autocraft, Inc., for vehicle body repair and painting services for all City-owned vehicles (see Attachment "A"). Agreement No. 3690 was for an initial one-year term with the option to exercise up to four (4) one-year term contract extensions.

Approve Issuing a Vehicle Body Repair and Painting Services Request for Quote, No. 21-55

Page 2 of 2

With Agreement No. 3690 set to expire in September 2021 and Los Angeles County reopening and recovering from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, it is recommended that the City Council approve issuing RFQ No. 21-55 to prospect new vendors and provide local businesses the opportunity to compete to provide these services (see Attachment “B”).

RFQ No. 21-55 seeks a highly qualified vendor to provide auto body repair and painting services for all City-owned vehicles on an as-needed basis. The selected vendor will possess a minimum of five (5) years of recent experience performing the same scope of work/services. In addition, the vendor will provide the necessary credentials to complete auto body repair and painting services for operated vehicles (e.g. conventional, transit, and passenger vehicles) to include, but not limited to, general auto body repair, dent repair, component replacement for exterior/interior auto body parts, collision damage repair, glass repair/replacement, painting of vehicle bodies, and other repair services as requested.

The acquisition of the contracted service will be obtained through the procedures outlined in Montebello Municipal Code (“MMC”) Section 3.20.080 (Formal contract procedure), as authorized under California Government Code section 54202. In accordance with MMC 3.20.080(E), a contract shall be awarded by the City Council to the “lowest responsible bidder.”

If approved, the notice inviting quotes will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, the Wave Newspaper, and the City’s website on August 26, 2021. All quotes will be submitted through the Planetbids.com platform.

The due date for all quotes is October 12, 2021. It is anticipated that a vendor will be selected by November 2021, with an award of contract presented to City Council for consideration shortly thereafter. At the time of award, Staff will recommend making any necessary adjustments to the Fiscal Year 2021-22 budget.

SUMMARY

Staff recommends City Council approve issuing a Vehicle Body Repair and Painting Services Request for Quote, No. 21-55, and direct staff to take such additional related, action that may be desirable.

ATTACHMENT (S):

- A. Attachment A – Agreement No. 3690
- B. Attachment B – Request for Quote, No. 21-55

AGREEMENT NO. 3690

CONTRACT AGREEMENT
FOR VEHICLE BODY REPAIR AND PAINTING
BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO AUTOCRAFT INC.,
(RFQ NO. Q-19-30)

This Contract Agreement ("Agreement") is made and entered into for the above stated project this 11TH day of September, 2019, by and between the City of Montebello, a California municipal corporation ("AGENCY") and Montebello Autocraft, Inc., a California corporation ("CONTRACTOR"). AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred herein as the "Parties."

RECITALS

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

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

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **VEHICLE BODY REPAIR AND PAINTING CONTRACT** ("Project") as further described in RFQ No. **Q-19-30**.

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

AGREEMENT

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). 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.

ARTICLE II. Services to be performed by CONTRACTOR

CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

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

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

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

ARTICLE IX. Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONTRACTOR under this Agreement regardless of responsibility for negligence. In addition, CONTRACTOR shall defend, indemnify, and hold harmless AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from

immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. AGENCY shall pay CONTRACTOR its reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against AGENCY under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights AGENCY is entitled to, shall become AGENCY property upon the date of termination. Further, CONTRACTOR agrees to execute any documents necessary for AGENCY to perfect, memorialize, or record AGENCY's ownership of rights provided herein.

12.5 Upon the valid termination of this Agreement as provided herein, AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

12.6 This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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

ARTICLE XIV. Subcontract, Assignment or Delegation

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

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

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-consultants and applicants are employed, and that employees are treated during employment,

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this 12 day of September, 2018.

CITY OF MONTEBELLO
("CITY")

AUTOCRAFT, INC.
("CONTRACTOR")



Rene Bobadilla, City Manager



Federal Tax Identification No. _____

Date: 9/12/19

Date: 10/7/19

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

City of Montebello



REQUEST FOR QUOTE (RFQ) No. 21-55



VEHICLE BODY REPAIR AND PAINTING SERVICES

August 26th, 2021

ONLINE QUOTE SUBMITTAL ONLY THROUGH PLANET BIDS

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

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

INTRODUCTION

The City of Montebello (City) is soliciting quotes from highly qualified vendors (Vendor) to provide vehicle body repair and painting services for over 200 City-owned and operated vehicles on an as-needed basis. It is essential to maintain all operated vehicles and equipment in an effort to ensure the City provides reliable and efficient public services to the residents of Montebello and neighboring communities.

As Los Angeles County reopens and recovers from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to award an agreement to a Vendor that provides the lowest responsible bid for the vehicle body repair and painting services.

SCOPE OF SERVICES

PROJECT DESCRIPTION

The Request for Quote, No. 21-55 (RFQ No. 21-55), seeks a Vendor to provide auto body repair and painting services for all City-owned vehicles on an as-needed basis. The Vendor must have a minimum of five (5) years of recent experience performing similar work/services. The work will be performed at the Vendor's auto body shop unless otherwise agreed to in writing by the City. Compensation will be based on the cost sheet proposed in the Vendor's bid form (see Attachment B).

Auto Body Repair and Painting:

The Vendor will provide auto body repair and painting services for City-owned and operated vehicles (e.g. conventional, transit, and passenger vehicles) and equipment, including, but not limited to, general auto body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement, painting vehicle bodies, and other repair services.

Bent parts are to be straightened and reinforced or replaced if necessary. If vehicle decals are damaged, the Vendor will obtain new decals from the City and apply new decals to the repaired vehicle. Decal removal and installation will be included in the repair estimate.

All auto body work will receive at least three (3) coats of primer: two (2) during bodywork repair, and a minimum of one (1) during the painting process.

Painting Process Requirements:

The painting process will utilize the latest state-of-the-art painting and paint matching systems, mixing tools, and spraying tools and consist of the following in the order listed:

1. Primer
2. Base Coat
3. Clear Coat (either Solvent or Water-Based)

Acceptable Paint Manufacturer:

All paints used will be supplied from a qualified and reputable paint manufacturer, including, but not limited to, Diamont, DuPont, Duramix, Kustom Shop, PPG, and Sherwin-Williams. The Vendor will provide the name of the paint manufacturer used in each estimate.

General Auto Body Shop Requirements:

The Vendor will have a complete auto body shop that meets the following minimum requirements:

- A. Legally able and authorized to perform complete auto body repairs, as well as paint vehicles and equipment.
- B. Federal, State, and Local licenses and/or certifications are current and in good standing.
- C. Maintain a paint booth in legal compliance with all applicable laws.

- D. Maintain a secure storage area for all City-owned vehicles and have a 24/7 centrally monitored alarm system and outdoor security cameras.
- E. Possess a MIG and TIG welder or other electric spot welding equipment for auto body welding. Gas welding is not acceptable. The Vendor will ensure that the vehicle computer systems are disconnected from the vehicle prior to any welding operation. The Vendor is to replace, at his/her expense, any onboard vehicle computer damaged by not disconnecting the computer before any welding operations.
- F. Be available during normal business hours Monday through Friday, 8:00 AM to 5:00 PM.

Estimate Process Requirements:

The Vendor will provide an estimate for auto body repair and painting on an as-needed basis as requested. All repairs will be approved by the City in writing prior to work being performed. A notice to proceed will be provided in the form of a purchase order.

Prior to any repair, the Vendor and Vehicle Maintenance Manager will conduct a vehicle inspection to identify and describe the condition of the vehicle and list the detailed description on the estimate. The Vendor will assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by the City under the agreement.

The estimate will include:

- A. Year, make, model, and mileage of the vehicle
- B. License plate number, VIN number, and City identification number
- C. In **BOLD**, state the estimate is in relation to an incident and note the incident report number and date, if applicable
- D. Itemized list of description of work to be performed
- E. Estimated number of labor hours of task
- F. Itemized list of parts and paint materials costs
- G. All incidentals or miscellaneous shop supplies and charges will be included and priced accordingly
- H. Sales tax and total repair estimate
- I. Approximate schedule to complete the repairs after receiving a notice to proceed
- J. If applicable, any recommendations for future repairs
- K. All estimates will be provided from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. The Vendor will provide the name and version of the guide or software used.

Parts:

All parts used to provide auto body repair will be new Original Equipment Manufacturer (OEM). All incidentals, materials, shop supplies, and charges will be included in the Vendor's hourly rate. The Vendor will furnish new unused OEM auto body parts, materials, and labor as required in accordance with the provisions and specifications contained herein.

Alignment:

The Vendor agrees to perform realignment of all vehicles when needed. This will be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after the alignment will be included in each repair order. The Vendor will ensure personnel or sub-contractor are qualified to perform alignment work

Framework:

The Vendor agrees to perform frame straightening of all vehicles when needed. The Vendor will ensure personnel or sub-contractor is qualified to perform all frameworks.

Airbag Components:

All airbag components will be replaced with NEW OEM parts when the decision has been made to replace the components.

Major Repairs:

If the metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Warranty:

The Vendor will specify warrantable periods for materials and work performed. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfection in auto body work or paint finish.

Pickup and Delivery:

The Vendor will prompt free pickup and delivery of vehicles and equipment, including vehicle tow as necessary, when repairs or painting are required. The repaired vehicles will be returned to the City's Transportation Department by personnel with the knowledge necessary to review and discuss the quality or completeness of the repairs and review the vehicle condition report with the City's representative. If it is determined that the vehicle is not repaired properly, the vehicle will be returned to the Vendor's auto body shop for repair and delivery at no additional cost to the City. All vehicles will be returned to the City within 24 hours of completion of repairs.

Time for Performance:

Time is of the essence in returning City vehicles to service. The successful Vendor agrees that work assigned under the contract will receive priority over the other work in its auto shop unless specific prior approval has been obtained from the City.

If the City determines that the workload of the Vendor is such that timeliness is not possible in a given situation, the City reserves the unilateral right to solicit for bids and award to a backup service provider. Repeated assignments to a backup service provider may result in contract termination.

Estimated Amount of Work:

The Vendor will perform such work as required by the City as needs are determined. The City has estimated that \$75,000 will be spent on auto body work during each year of the agreement. This figure is only an estimate and is not a binding guarantee of the work to be done under the agreement. Actual requirements may be more or less than the amounts estimated.

The items listed in RFQ No. 21-55 are for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. RFQ No. 21-55 intends to provide one comprehensive award for all City vehicles and equipment with a single discount structure. However, the City reserves the right to make multiple contract awards.

GENERAL TERMS AND CONDITIONS

QUOTE SUBMITTALS

Quotes must be received by **Tuesday, October 12, 2021, at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFQ No. 21-55. No exceptions will be granted regardless of reason or circumstances. Quote submittals will be received electronically via the City website, online electronic submission at www.PlanetBids.com

Responses to RFQ No. 21-55 must include the following:

- Cover sheet stating the following:
 - Company/Vendor Name
 - Name of Representative
 - Contact telephone and email
 - Signature
 - Title
 - Date
- Vendor's resume
- Cost Proposal Sheet
- Three references

All Quotes must contain an original signature by an authorized officer of the company. Failure to provide all of the information requested above may result in the Quote being considered “non-responsive” and rejected.

POINT OF CONTACT

RFQ No. 21-55 is issued by the City, and the Senior Procurement Analyst will be the sole point of contact (“Point of Contact”) during the submission and procurement process. Communication initiated by Vendors to RFQ No. 21-55 with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiry or request during the submission or procurement process will be submitted in writing to the following Point of Contact:

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

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

INCORPORATION OF QUOTE INTO AGREEMENT

RFQ No. 21-55 and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful Quote, will be binding and incorporated by reference in the City's agreement with the successful Vendor.

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFQ	Thursday	August 26 th , 2021
Deadline to Submit Questions	Thursday	September 9 th , 2021 at 3:00 PM PST
Responses to Questions Provided	Thursday	September 16 th , 2021
Deadline to Submit Quotes	Tuesday	October 12 th , 2021 at 3:00 PM PST
Presentations & Intent to Award	Week of November 8 th , 2021	

ADDENDA

Any changes made by the City to the requirements in RFQ No. 21-55 will be made by written addenda. Any written addenda issued to RFQ No. 21-55 will 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 RFQ No. 21-55 as the result of oral instructions. The City reserves the right to revise or withdraw RFQ No. 21-55 at any time and for any reason.

CLARIFICATIONS

Should a Vendor require clarifications of RFQ No. 21-55, the Vendor will notify the Point of Contact identified in RFQ No. 21-55 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 will be posted on the www.PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **Thursday, September 9, 2021 at 3:00 PM PST**. No questions will be answered individually by the City or Montebello Bus Lines (MBL).

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 Vendors in accordance with the procurement schedule for RFQ No. 21-55. Inquiries received after the deadline will not be accepted and will be returned to the Vendor 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 Vendors must satisfy themselves by personal examination of any worksite, drawings, Scope of Services, 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 Vendor will at any time after submission of the Quote, 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, will be called to the attention of the City and clarified before a Quote is submitted.

WITHDRAWAL OF QUOTES

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

SCOPE OF AGREEMENT

The Vendor will provide all services necessary as per the Scope of Service described in RFQ No. 21-55.

AGREEMENT TERM

The agreement term will be for a base period of three (3) years with two (2) one-year (1) term options, exercisable at the City's discretion.

AWARD OF AGREEMENT

The agreement resulting from RFQ No. 21-55 will be awarded to the responsive and responsible Vendor whose quote, conforming to the requirements of RFQ No. 21-55, is determined to be the lowest responsible bid ("Best Value" as described in the Federal Transit Administration Circular 4220.1F). No agreement will exist until the City Council or the City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to:

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

An Evaluation Committee comprised of MBL staff in accordance with the Quote Evaluation Criteria set forth in the Evaluation Criteria section of RFQ No. 21-55 will evaluate all the Quotes.

EVALUATION CRITERIA

Acceptance of any statement submitted pursuant to RFQ No. 21-55 will not constitute any implied intent to enter into an agreement for contracting services. Award will be made to the Vendor whose Quote offers the lowest responsible bid and complies with all requirements prescribed herein. If the Vendor with the lowest responsible bid refuses or fails to execute the agreement, the City may award the agreement to the next Vendor with the lowest responsible Bid.

REFERENCES

All reference information requested in RFQ No. 21-55 and specified on the form included in RFQ No. 21-55 must be submitted with the Quote (see Exhibit A).

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Vendor's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all Evaluation Committee members will travel, at City expense, to sites at which finalist Vendors are performing like services. The purpose of such visits will be to provide the Evaluation Committee with an increased understanding of the process and assess the Vendor's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Quote it will be signed and the full name and address of the Vendor will be given. If a partnership makes the Quote, it will be signed with the partnership name, by a member of the partnership who will sign by name and the name and address of each partner will be given.

If a corporation prepares the Quote, the name of the corporation will 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 will 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 Quote. A certified letter is to be included in the Quote 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 Vendor in:

- Preparing the Quote in response to this request
- Submitting that Quote to the City
- Negotiating with the City any matter related to this Quote, and/or
- Any other expenses incurred by the Vendor 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 Quotes for no reason or any reason including, but not limited to, the following:
 - a. The Quote is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Vendor 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 Quote that, in the opinion of the City, is so unbalanced in comparison to other Quotes 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 Quote;

4. Cancel the entire RFQ;
5. Issue subsequent RFQs; or
6. Waive any errors or informalities in any Quote, to the extent permitted by law

LICENSING, PERMITS, AND TAXES

The Vendor will 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 will be the responsibility of the successful Vendor. The successful Vendor is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Vendor's product, services, and facilities will 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 RFQ No. 21-55.

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two (2) or more Vendors desire to submit in response to RFQ No. 21-55, they will do so on a prime-sub Vendor 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 Quote submitted on behalf of any form of a joint venture or partnership between two (2) existing Vendors may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE QUOTE RESPONSE

If only one Quote is received in response to RFQ No. 21-55, a detailed cost/price Quote may be requested of the Vendor. 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, Vendor 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 (RFQ) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of RFQ No. 21-55 will be received no later than ten (10) days before the Quote due date; or within five (5) days after Quote 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 will be submitted to the Point of Contact identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

VEHICLE BODY REPAIR AND PAINTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individually as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide the CITY with auto body repair and painting services ("Project"); and

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Quotes dated August 26, 2021 (RFQ No. [21-55]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Quote").

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

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

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

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

D. 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.

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

SECTION 2. TERM.

This Agreement shall commence on, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 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. RFQ No. 21-55;
- B. Proposer's [DATE] Quote for Vehicle Body Repair and Painting 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. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

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

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

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

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

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

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

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the

Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

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

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

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

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

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

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

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

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

word “endeavor” with regard to any notice provisions.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR’s employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver 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. CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 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 or interpretation of any of its provisions.

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

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

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

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

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

CONTRACTOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard

to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT A
REFERENCES

List at Least Three (3) Professional References:

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

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

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

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

Exhibit B

**RFQ No. 21-55
VEHICLE BODY REPAIR AND PAINTING
COST PROPOSAL SHEET**

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	\$ /hr.
2	Labor – Painting	\$ /hr.
3	Labor – Mechanical/Electrical	\$ /hr.
4	OEM Parts – Percentage Discount from Manufacturers' List	%
5	Paint Materials Rate	\$
GRAND TOTAL		\$

Name of Manufacturer(s) (List All)

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____ % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

RESOLUTION NO. 21-77

**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.1516, consisting of 7 pages, and including

Warrant No.

General: Checks No. 593710 through 593853;

ACH No. 864 through 921

Succesor Agency: ACH No. 5

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 24th day of August 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 21-77

Page 2 of 2

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. 21-77 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 24th day of August 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



City of Montebello
Register of Demands No. 1516

From Payment Date: 08/02/21 - To Payment Date: 08/12/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
864	08/05/2021	\$384.06	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
865	08/05/2021	(\$384.06)	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
866	08/05/2021	\$866.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
867	08/05/2021	\$1,271.00	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
868	08/05/2021	\$47,242.42	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
869	08/05/2021	\$4,353.46	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
870	08/05/2021	\$996.05	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
871	08/05/2021	\$155.45	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
872	08/05/2021	\$2,791.56	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
873	08/05/2021	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
874	08/05/2021	\$1,573.84	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
875	08/05/2021	\$22,850.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
876	08/05/2021	\$198.04	SUPPLIES	3108	MARIO ESPINOSA
877	08/05/2021	\$60.00	CONTRACT SERVICES	23660	DAIOHS USA
878	08/05/2021	\$120.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
879	08/05/2021	\$113.26	SUPPLIES	2203	SAMANTHA NEVAREZ
880	08/05/2021	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
881	08/05/2021	\$213.11	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
882	08/05/2021	\$83.25	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
883	08/05/2021	\$28,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
884	08/05/2021	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
885	08/05/2021	\$5,604.01	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALAS
886	08/05/2021	\$10,113.63	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
887	08/12/2021	\$575.00	CONTRACT SERVICES	1662	A-1 BUILDING & FENCE MATERIAL INC
888	08/12/2021	\$4,620.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
889	08/12/2021	\$502.52	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
890	08/12/2021	\$34,436.26	CONTRACT SERVICES	3016	ANTARES GOLF LLC
891	08/12/2021	\$334,744.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
892	08/12/2021	\$593.15	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
893	08/12/2021	\$80,085.30	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
894	08/12/2021	\$1,106.50	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
895	08/12/2021	\$778.49	SUPPLIES	2889	COMLOCK SECURITY GROUP INC



City of Montebello
Register of Demands No. 1516

From Payment Date: 08/02/21 - To Payment Date: 08/12/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
896	08/12/2021	\$716.63	VEHICLE MAINTENANCE/EXPENSES	29460	COMPLETE COACH WORKS
897	08/12/2021	\$7,490.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
898	08/12/2021	\$175.60	SUPPLIES	70920	DECALS BY DESIGN INC
899	08/12/2021	\$329.85	MACHINERY & EQUIPMENTS	2654	GOLDEN STAR TECHNOLOGY INC
900	08/12/2021	\$185.25	SUPPLIES	69140	HUNTINGTON BEACH MOTORSPORTS INC
901	08/12/2021	\$41,874.00	CONTRACT SERVICES	2793	IBE DIGITAL
902	08/12/2021	\$40.00	CARPPOOL INCENTIVE	2704	JACQUELINE JAUREGUI
903	08/12/2021	\$3,940.06	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
904	08/12/2021	\$40.00	CARPPOOL INCENTIVE	11280	MICHAEL LOPEZ
905	08/12/2021	\$40.00	CARPPOOL INCENTIVE	71590	LUZ MARIA
906	08/12/2021	\$30.00	CARPPOOL INCENTIVE	2048	STEPHANIE MEZA
907	08/12/2021	\$571.20	TRAVEL & MEETINGS	116	ADAM MITCHELL
908	08/12/2021	\$1,050.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
909	08/12/2021	\$755.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
910	08/12/2021	\$10,721.20	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
911	08/12/2021	\$40.00	CARPPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
912	08/12/2021	\$120.00	CARPPOOL INCENTIVE	138	BRIANNON PADILLA
913	08/12/2021	\$40.00	CARPPOOL INCENTIVE	59960	JO ANN PANOSIAN
914	08/12/2021	\$40.00	CARPPOOL INCENTIVE	3164	ANNA-MARIE QUON
915	08/12/2021	\$17,984.66	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
916	08/12/2021	\$900.00	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
917	08/12/2021	\$40.00	CARPPOOL INCENTIVE	69960	NICOLE I SAUCEDO
918	08/12/2021	\$40.00	CARPPOOL INCENTIVE	3211	JESSICA SERRANO
919	08/12/2021	\$40.00	CARPPOOL INCENTIVE	3165	KRISTIN SHIGENAGA
920	08/12/2021	\$872.68	SUPPLIES	33960	DAVID SOSNOWSKI
921	08/12/2021	\$274.52	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
ACH TOTAL		\$694,083.35			
593710	08/02/2021	\$148.78	VEHICLE MAINTENANCE/EXPENSES	1640	ARI PHOENIX INC
593711	08/05/2021	\$25,433.57	MACHINERY & EQUIPMENTS	1670	ADAMSON POLICE PRODUCTS
593712	08/05/2021	\$687.78	UTILITY SERVICES	2257	AIRESPRING INC
593713	08/05/2021	\$153.42	SUPPLIES	205	AIRGAS INC
593714	08/05/2021	\$7,210.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC



City of Montebello
Register of Demands No. 1516

From Payment Date: 08/02/21 - To Payment Date: 08/12/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593715	08/05/2021	\$1,084.86	SUPPLIES	62880	AMERICAN MARKER
593716	08/05/2021	\$1,450.00	TRAINING	3262	AMERICAN RED CROSS
593717	08/05/2021	\$725.00	CONTRACT SERVICES	2486	MADISON ARAIZA
593718	08/05/2021	\$571.46	UTILITY SERVICES	39550	AT&T
593719	08/05/2021	\$26,964.30	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
593720	08/05/2021	\$27,898.18	MISCELLANEOUS EXPENSE	13240	BANKCARD CENTER
593721	08/05/2021	\$746.41	CONTRACT SERVICES	31160	BESTWAY DISTRIBUTING CO
593722	08/05/2021	\$4,100.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
593723	08/05/2021	\$900.00	TRAVEL & MEETINGS	55	CALIFORNIA CONTRACT CITIES ASSOC
593724	08/05/2021	\$265.00	PERMITS AND FEES	5980	DEPARTMENT OF TOXIC SUBSTANCE CONTROL
593725	08/05/2021	\$13,177.63	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593726	08/05/2021	\$3,462.08	CONTRACT SERVICES	3239	CARROT-TOP INDUSTRIES INC
593727	08/05/2021	\$81.16	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593728	08/05/2021	\$79.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593729	08/05/2021	\$1,381.31	SUPPLIES	2455	COMMERCIAL AQUATIC SERVICES
593730	08/05/2021	\$970.53	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
593731	08/05/2021	\$443.19	CONTRACT SERVICES	2229	EAGLE PORTABLES INC
593732	08/05/2021	\$118,756.60	MACHINERY & EQUIPMENTS	3260	ENTERPRISE INTEGRATION PARTNERS LLC
593733	08/05/2021	\$819.04	UTILITY SERVICES	2467	FUSION CLOUD SERVICES LLC
593734	08/05/2021	\$154.79	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
593735	08/05/2021	\$29.08	SUPPLIES	9470	GRAINGER INC
593736	08/05/2021	\$90.39	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
593737	08/05/2021	\$310.99	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
593738	08/05/2021	\$7,702.34	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
593739	08/05/2021	\$211.29	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
593740	08/05/2021	\$1,881.19	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
593741	08/05/2021	\$774.25	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
593742	08/05/2021	\$1,000.00	TRAINING	3263	ROBERT DANIEL MENDIOLA
593743	08/05/2021	\$2,773.75	CONTRACT SERVICES	3138	KITTELSON & ASSOCIATES INC
593744	08/05/2021	\$594.61	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
593745	08/05/2021	\$134.80	SUPPLIES	26670	LIFE-ASSIST INC
593746	08/05/2021	\$1,400.00	CDBG-CV	3268	PAUL SIONG KUONG LING
593747	08/05/2021	\$559.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT



City of Montebello
Register of Demands No. 1516

From Payment Date: 08/02/21 - To Payment Date: 08/12/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593748	08/05/2021	\$8,160.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
593749	08/05/2021	\$1,250.00	CDBG-CV	3267	HENRY C MENDOZA
593750	08/05/2021	\$800.39	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
593751	08/05/2021	\$190.00	GENERAL	3259	MONTEBELLO CHRISTIAN SCHOOL
593752	08/05/2021	\$37,434.06	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
593753	08/05/2021	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
593754	08/05/2021	\$931.83	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
593755	08/05/2021	\$500.00	DUES & SUBSCRIPTIONS	2984	NATIONAL HEALTH CARE FOR THE HOMELESS COUNCIL INC
593756	08/05/2021	\$4,055.24	CDBG-CV	3266	NRZ MBN ISSUER HOLDINGS LLC
593757	08/05/2021	\$46.16	UTILITY SERVICES	100	PICO WATER DISTRICT
593758	08/05/2021	\$904.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
593759	08/05/2021	\$2,600.00	CDBG-CV	3265	PROGRESSIVE PROPERTY MANAGEMENT INC
593760	08/05/2021	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
593761	08/05/2021	\$159,164.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
593762	08/05/2021	\$1,465,254.00	LIABILITY INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
593763	08/05/2021	\$1,200.00	CONTRACT SERVICES	1746	DIANA ROBLES
593764	08/05/2021	\$7,875.00	DUES & SUBSCRIPTIONS	1415	SAN GABRIEL VALLEY COMMERCE & CITIES CONSORTIUM
593765	08/05/2021	\$110,462.46	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
593766	08/05/2021	\$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
593767	08/05/2021	\$495.00	CONTRACT SERVICES	3261	SO CALIFORNIA SECURITY & FIREARMS ACADEMY
593768	08/05/2021	\$198.27	TRAINING	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593769	08/05/2021	\$160,183.29	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593770	08/05/2021	\$3,166.87	UTILITY SERVICES	526	T-MOBILE USA INC
593771	08/05/2021	\$3,751.85	CONTRACT SERVICES	3030	HENRY S DAVID
593772	08/05/2021	\$2,697.50	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
593773	08/05/2021	\$875.00	CONTRACT SERVICES	2485	ROSANNE MARIE TORRES
593774	08/05/2021	\$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
593775	08/05/2021	\$3,710.63	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
593776	08/05/2021	\$45.00	RECREATION CLASSES	3269	MARTHA VENEGAS
593777	08/05/2021	\$8,773.00	UTILITY SERVICES	23610	VERIZON WIRELESS
593778	08/05/2021	\$217.30	SUPPLIES	3088	WAXIES ENTERPRISES LLC
593779	08/05/2021	\$510.68	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
593780	08/05/2021	\$343.98	SUPPLIES	67320	WINZER CORPORATION



City of Montebello
Register of Demands No. 1516

From Payment Date: 08/02/21 - To Payment Date: 08/12/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593781	08/05/2021	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
593782	08/05/2021	\$658.92	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
593783	08/09/2021	\$6,000.00	LIABILITY INSURANCE	3275	ARMANDO JOSE MENDOZA
593784	08/12/2021	\$59.03	UTILITY SERVICES	1732	AT&T CORP
593785	08/12/2021	\$903,995.07	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC
593786	08/12/2021	\$132.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
593787	08/12/2021	\$2,730.00	TRAINING	3262	AMERICAN RED CROSS
593788	08/12/2021	\$120.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
593789	08/12/2021	\$120.00	CARPPOOL INCENTIVE	61470	ERIKA L ANDRADE
593790	08/12/2021	\$157.98	UTILITY SERVICES	39550	AT&T
593791	08/12/2021	\$4.67	UTILITY SERVICES	39550	AT&T
593792	08/12/2021	\$95.30	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
593793	08/12/2021	\$4,100.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
593794	08/12/2021	\$1,100.00	TRAINING	3277	CALIFORNIA CONFERENCE OF ARSON INVESTIGATORS
593795	08/12/2021	\$21,819.50	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
593796	08/12/2021	\$1,351.00	CONTRACT SERVICES	40850	MARIA E CASAS
593797	08/12/2021	\$938.22	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593798	08/12/2021	\$5,226.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593799	08/12/2021	\$20.00	CARPPOOL INCENTIVE	17880	ANI CHUKHURYAN
593800	08/12/2021	\$1,500.00	CONTRACT SERVICES	1294	CINTAS CORPORATION NO 2
593801	08/12/2021	\$748.63	SUPPLIES	2455	COMMERCIAL AQUATIC SERVICES
593802	08/12/2021	\$2,525.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
593803	08/12/2021	\$111.10	TRAINING	54160	MONIQUE DELLIBOVI
593804	08/12/2021	\$178.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
593805	08/12/2021	\$1,042.45	CONTRACT SERVICES	47770	DUTHIE ELECTRIC SERVICE CORPORATION
593806	08/12/2021	\$245.42	SUPPLIES	40930	EASTMONT PAINT & DECORATING
593807	08/12/2021	\$965.79	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
593808	08/12/2021	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
593809	08/12/2021	\$11,322.80	MACHINERY & EQUIPMENTS	2716	EXXACT CORPORATION
593810	08/12/2021	\$2,000.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
593811	08/12/2021	\$2,500.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES
593812	08/12/2021	\$14.32	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
593813	08/12/2021	\$8,188.00	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR INC



City of Montebello
Register of Demands No. 1516

From Payment Date: 08/02/21 - To Payment Date: 08/12/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593814	08/12/2021	\$955.50	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
593815	08/12/2021	\$225.00	PERMITS AND FEES	485	LOS ANGELES COUNTY CLERK
593816	08/12/2021	\$400.00	SUPPLIES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
593817	08/12/2021	\$5,571.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
593818	08/12/2021	\$17,497.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
593819	08/12/2021	\$3,696.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
593820	08/12/2021	\$45.00	RECREATION CLASSES	3254	LAURA LUNA
593821	08/12/2021	\$21,770.20	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
593822	08/12/2021	\$27.38	SUPPLIES	8720	SCOTT MORTON
593823	08/12/2021	\$120.00	CONTRACT SERVICES	2958	RACHEL YVONNE HOSKINS
593824	08/12/2021	\$178.64	SUPPLIES	15620	OFFICE DEPOT INC
593825	08/12/2021	\$677.40	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC
593826	08/12/2021	\$305.77	SUPPLIES	2587	VANESSA PADILLA NAVA
593827	08/12/2021	\$7,500.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
593828	08/12/2021	\$1,263.97	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
593829	08/12/2021	\$1,618.70	FUEL	19700	SYNCHRONY BANK
593830	08/12/2021	\$1,999.98	SUPPLIES	22	POSITIVE PROMOTIONS
593831	08/12/2021	\$109.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
593832	08/12/2021	\$4,539.00	CONTRACT SERVICES	18730	QUETEL AN OMNIGO COMPANY
593833	08/12/2021	\$1,993.50	CONTRACT SERVICES	2925	R-DOORS INC
593834	08/12/2021	\$24,795.00	CONTRACT SERVICES	3044	RANGWALA ASSOCIATES
593835	08/12/2021	\$53,550.00	CONTRACT SERVICES	3234	SCHOOL NUTRITION PLUS
593836	08/12/2021	\$4,049.28	CONTRACT SERVICES	3244	SCRIPPS EXECUTIVE HEALTH MEDICAL GROUP INC
593837	08/12/2021	\$500.00	TRAINING	35750	STEPHEN SHARPE
593838	08/12/2021	\$80.00	CONTRACT SERVICES	3161	DANIEL SIFUENTES
593839	08/12/2021	\$40.00	CARPPOOL INCENTIVE	24280	MARTIN SOLANO
593840	08/12/2021	\$440.15	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593841	08/12/2021	\$142.59	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593842	08/12/2021	\$130.11	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593843	08/12/2021	\$142.59	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593844	08/12/2021	\$9,873.65	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
593845	08/12/2021	\$39,682.62	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593846	08/12/2021	\$234.00	CONTRACT SERVICES	2365	LETICIA TORRES



City of Montebello
Register of Demands No. 1516

From Payment Date: 08/02/21 - To Payment Date: 08/12/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593847	08/12/2021	\$580.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
593848	08/12/2021	\$26,353.67	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
593849	08/12/2021	\$173,513.50	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
593850	08/12/2021	\$922.81	UTILITY SERVICES	23610	VERIZON WIRELESS
593851	08/12/2021	\$121.25	CONTRACT SERVICES	3140	WEX HEALTH INC
593852	08/12/2021	\$6,223.89	CONTRACT SERVICES	3094	WSP USA INC
593853	08/12/2021	\$1,579.06	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
	CHECK TOTAL	\$3,644,860.22			
6093	- Successor Agency				
5	08/05/2021	\$360.00	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
	S/A ACH TOTAL	\$360.00			
	GRAND TOTAL	\$4,339,303.57			