



CITY OF MONTEBELLO CALL AND NOTICE OF A SPECIAL CITY COUNCIL MEETING AGENDA

MONDAY, JANUARY 30, 2023 AT 6:00 PM

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

NOTICE IS HEREBY GIVEN that a Special Meeting for the City of Montebello City Council is hereby called to be held on **Monday, January 30, 2023, at 6:00 p.m. at City Hall, Council Chambers, located at 1600 West Beverly Boulevard, Montebello, CA 90640.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebellocal.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.**

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 48 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务, 请在会议前 72 小时联系市书记员办公室

RULES OF DECORUM:

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

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public

Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 6:00 p.m. and Regular Session will follow thereafter.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@montebelloca.com, up until the day of the meeting, **Monday, January 30, 2023, by 3:00 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council.

AGENDA MATERIALS: The agenda/agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#).

**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 ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on 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 - 6:00 P.M.

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

- 1. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Arlene Salazar, Nicholas Razo
Employee Groups: SMART-TD
- 2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Government Section Code 54956.9 (d)(1)
Neighborhood Elections Now, et al. v. City of Montebello
Los Angeles Superior Court Case No. 23STCV01567
- 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957 (b)(1)
Title: City Manager

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

CORRECTIONS TO THE AGENDA CITY MANAGER

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

CONSENT CALENDAR

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

4. ADOPT RESOLUTION NO. 23-06 FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-06 for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's \$1,900,548 five-year allocation; and
2. Take such additional, related action that may be desirable.

5. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-7) FOR CHARTER BUS SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP No. 23-7) for charter bus services for the Recreation and Community Services Department; and
2. Take such additional, related action that may be desirable.

6. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-05 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 25,2023.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-05 approving the Warrant Register dated January 25,2023.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 8, 2023, at 5:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: January 26, 2023, at 5:30 p.m.

I, Alicia Fernandez, Sr. Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 29, 2023, at 6:00 p.m.**



Alicia Fernandez, Sr. Deputy City Clerk



ITEM # 4

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Fernando Pelaez, Fire Chief
Angelica Palmeros, Deputy Director

SUBJECT: ADOPT RESOLUTION NO. 23-06 FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN

DATE: January 30, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-06 for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's \$1,900,548 five-year allocation; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On October 26, 2022 a Public Hearing was held to adopt Resolution No. 22-88 approving submission of the grant application for the Permanent Local Housing Allocation (PLHA) Program in order for the City to be eligible to receive \$1,900,548 over a five-year period (Attachment A). This item was approved by the City Council at that time and the resolution was submitted to the State of California. In the ensuing months since the Public Hearing in October, the State has determined the resolution template they provided to the City required updating. Therefore, staff is re-presenting this item for the sole purpose of presenting an updated resolution template that has been approved by the State of California. There are no changes other than the updated resolution, the original action taken on October 26, 2022 stands (see Attachment A).

The City of Montebello is eligible to receive an allocation of an estimated \$1,900,548 in formula (i.e., non-competitive) grant funding from the Permanent

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Local Housing Allocation (PLHA) program formula component. This amount represents the first five years of funding available for this program. This formula funding will be an on-going funding stream if the City continues to meet the eligibility requirements. The funding opportunity is available to local governments for eligible housing and homelessness activities. The City submitted the PLHA grant on November 1, 2022, after the Public Hearing on October 26, 2022 (Attachment A), meeting the eligibility requirements to access PLHA formula funds. In order for the grant application to continue in the review process and formally be approved by the state, it requires an updated resolution. Staff will return to a future City Council meeting with an action to appropriate the funding in Fiscal Year 2022-23, once State approval is received.

BACKGROUND/DISCUSSION:

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

PLHA's formula component provides non-competitive funding to entitlement and non-entitlement cities. The current PLHA Notice of Funding Availability (NOFA) was released on August 17, 2022, and grant applications are due November 30, 2022. Staff received City Council approval at the August 1, 2022 City Council meeting to submit an application for the PLHA. Staff were aware that a NOFA would be released as HCD had communicated in advance that the City was now eligible.

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

The program guidelines require that the grant application include an adopted City Council resolution authorizing: 1) the request for allocation funding, 2) the proposed PLHA plan (i.e., how the City intends to spend its PLHA allocations), and 3) receipt of grant funds for the five-year period. The California Department of Housing and Community Development, Program Design and Implementation Branch (PDI) reached out on January 18, 2023 requesting an updated resolution in order to continue in the process.

ENVIRONMENTAL:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter "CEQA") requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project and Plan is a project under CEQA.

The staff has reviewed the Project(s) and Plan to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. 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 activity is not subject to CEQA review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project(s) and Plan may be subject to environmental review prior to implementation.

ANALYSIS:

N/A

SUMMARY:

That the City Council adopt Resolution No. 23-06 approving the submission of the grant proposal application and recommendation for the PLHA grant formula component for \$1.9 million dollars in formula funding from the California Department of Housing and Community Development. Once the City receives approval of the application by the State, Staff will return to the City Council with an action appropriating the funding and amending the FY 2022-23 budget. This action is required because the State is requesting an updated resolution, there are no changes from the item approved at the Public Hearing on October 26, 2022.

ATTACHMENT(S)

1. PHLA Staff Report
2. Resolution No. 22-88
3. Resolution No. 23-06, HCD PLHA Formula

NEXT STEPS:

N/A



ITEM # 7

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

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: **ADOPT RESOLUTION NO. 22-88 TO APPROVE SUBMITTAL OF AN APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN**

DATE: October 26, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct Public Hearing and adopt Resolution No. 22-88 approving the submission of the grant application for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's \$1,900,548 five-year allocation; and
2. Hold a Public Hearing for the consideration of approval of the City's Permanent Local Housing Allocation Program Funding Plan and Resolution; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

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

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requirements to access PLHA formula funds. Once the grant application is approved by the State, Staff will return to a future City Council meeting with an action to appropriate the funding in Fiscal Year 2022-23.

BACKGROUND:

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

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

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

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

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

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

There are ten eligible activities under the PLHA grant:

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1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is affordable for extremely low-, very low-, low-, or Moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas). Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs) that meet the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in high-cost areas. Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of affordable rental and ownership housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.
3. Matching portions of funds placed into local or Regional Housing Trust Funds. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).
6. Assisting persons who are experiencing or at risk of homelessness in conformance with 24 Code of Federal Regulations (CFR Section 578.3), (up to 30 percent of AMI), including:
 - Rapid rehousing in conformance with federal rules contained in 24 CFR Section 576.104, except for legal services;
 - Rental assistance with a term of at least six (6) months (rental arrears is not eligible);
 - Street outreach, and other supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allow people to obtain and retain housing;
 - Operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

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

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

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

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

ENVIRONMENTAL IMPACT:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter "CEQA") requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project and Plan is a project under CEQA.

The staff has reviewed the Project(s) and Plan to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. 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 activity is not subject to CEQA review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project(s) and Plan may be subject to environmental review prior to implementation.

ANALYSIS:

N/A

DISCUSSION:

On October 12, 2022, the Fire Department presented the PLHA 5-Year-Plan to the City Council for review and provided an opportunity to receive input and feedback to the plan. The Plan was posted on the City's Website, including the Notice of Funding Availability (NOFA) and the City PLHA Draft Working Budget as requested by the City Council . It was also posted to the City's social media accounts. As of the publication of this agenda item, Staff had not receive any feedback from the public, therefore no updates or revisions were made to the plan previously presented.

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

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

1. Rental assistance for homeless persons and low-income older adults in Montebello (Item 6a); and
2. Operating Support for the Montebello Community Assistance Program (MCAP). MCAP provides street outreach and supportive case management services (Item 6b); and
3. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).

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

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

The delays associated with the State's approval of the City's Housing Element prevented the City from meeting the eligibility criteria needed to apply for PLHA funding until now. This year (2022) is the final year that the 2019 allocation of \$316,758 will be available to the City. If not claimed this year, the funding will revert back to the HCD programs noted above. The PLHA grant formula component is now open, and applications are due November 30, 2022. It is of the utmost importance that the City submit the application to capitalize on this important funding opportunity. The proposed Plan is currently available on the City's website and was presented at the Homeless Task Force meeting on September 13, 2022 and the October 12, 2022 City Council meeting.

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SUMMARY:

That the City Council adopt Resolution No. 22-88 approving the submission of the grant proposal application and recommendation for the PLHA grant formula component for \$1.9 million dollars in formula funding from the California Department of Housing and Community Development. Once the City receives approval of the application by the State, Staff will return to the City Council with an action appropriating the funding and amending the FY 2022-23 budget.

ATTACHMENT(S)

1. Attachment A - Notice of Funding Opportunity
2. Attachment B - MFD PLHA Draft Working Budget
3. Attachment C - Montebello PLHA Plan
4. Attachment D - Resolution No. 22-88

NEXT STEPS:

That the City Council approve the submission of the grant proposal application for the Proposed City's Permanent Local Housing Allocation Program Formula Funding for the 5-Year-Plan Application with Resolution, and submit the application on October 29, 2022.

RESOLUTION NO. 22-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, STATE OF CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

RECITALS

WHEREAS, the State of California ("State") Department of Housing and Community Development ("Department") is authorized to provide up to \$335 million under the SB 2 **Permanent Local Housing Allocation Program Formula Component** from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the State of California, Department of Housing and Community Development issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, the City of Montebello is an eligible Local Government who is applying for program funds to administer one or more eligible activities; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

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

SECTION 1. AUTHORITY. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$1,900,548 in accordance with all applicable rules and laws.

Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

RESOLUTION NO. 22-88

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SECTION 2. ADOPTION. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

Not applicable: Applicant certifies that it was delegated by [insert name of the delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

Not applicable: Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

Not applicable: Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

Not applicable: Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

Not applicable: Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED this 26th day of October 2022.

RESOLUTION NO. 22-88

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Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-88 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 26th day of October 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

RESOLUTION NO. 23-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, STATE OF CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

WHEREAS, the State of California ("State") Department of Housing and Community Development ("Department") is authorized to provide up to \$335 million under the SB 2 **Permanent Local Housing Allocation Program Formula Component** from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2))).

WHEREAS, the State of California, Department of Housing and Community Development issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, the City of Montebello is an eligible Local Government who is applying for program funds to administer one or more eligible activities;

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

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

SECTION 1. AUTHORITY. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA **\$1,900,548** in accordance with all applicable rules and laws.

Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

SECTION 2. ADOPTION. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

Not applicable: Applicant certifies that it was delegated by [insert name of the delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

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

Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution.

APPROVED AND ADOPTED this 25th of January of 2023.

David N. Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-06 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 25th of January of 2023 and that said Resolution was adopted by the following vote, to wit:

AYES:
ABSTENTIONS:
NOES:
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 the 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



ITEM # 5

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-7) FOR CHARTER BUS SERVICES**

DATE: January 30, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP No. 23-7) for charter bus services for the Recreation and Community Services Department; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

It is anticipated that charter bus services for the Recreation and Community Services Department will not exceed \$120,000 per Fiscal Year. The Department has budgeted approximately \$75,000 each Fiscal Year in Proposition A Local Return Funds (Fund 210). Additionally, the Department will be receiving grant funding through the State of California's Outdoor Equity Program. Based upon the approved grant budget, charter bus expenses for this program are estimated to be \$45,000 per Fiscal Year. These funds are used for recreational trips and events.

BACKGROUND/DISCUSSION:

The City of Montebello is seeking a contractor to provide charter bus services for the Department. The Department currently utilizes charter bus services for senior excursions, youth field trips, and shuttle services for special events. These expenses are funded by Proposition A Local Return funds. Proposition A Local Return funds are administered by the Los Angeles County Metropolitan Authority (Metro) and allocated to jurisdictions on a "per

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 30, 2023

Page 2 of 3

capita” basis. Recreational trips and event shuttle services are eligible expenditures per the Proposition A guidelines.

The City has additionally been awarded funding through the State of California’s Outdoor Equity Program (Program). The Program aims to strengthen access to natural areas and open spaces for underserved communities. The City will be using the awarded funds to establish a trip program for underserved patrons in the community. As a part of the Program, charter bus services will be required to transport participants to various areas and are an allowable grant expense.

ENVIRONMENTAL:

N/A

ANALYSIS:

The current contract for charter bus services for the Department ends in late March 2023 and the City will be going out to bid to award a new three-year contract for services. Charter bus services will allow for the Department to provide various trip services for the community and continue to expand recreational opportunities in the City. This includes senior trips, special event shuttles, community trips, and youth field trips as a part of seasonal camp programs.

In order to accommodate the various programs that will utilize charter bus services, the Department may potentially award multiple contracts. This allows for flexibility to ensure services can be scheduled for all programming and is available in the event a contractor is not available on a given date for a particular event/trip. Services will be utilized on an as-needed basis and all contracts will be presented to City Council for approval, should they be \$50,000 or more, per Municipal Code Chapter 3.21 et al.

The RFP scope will include charter bus services for the programs described above and will request pricing for transportation options of varying passenger capacities. The contractor will provide all labor and equipment associated with the scope of work and ensure the appropriate licensed/permitted vehicles, staff, and supplies are readily available to provide services for the City. In making the award, the City will take into consideration the bidder’s experience, fleet, pricing, availability, and safety record.

SUMMARY:

Staff recommends the City Council authorize issuance of a Request for Proposals (RFP No. 23-7) for charter bus services for the Recreation and Community Service Department.

ATTACHMENT(S)

1. Attachment A - Draft Charter Bus RFP

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23-7
Charter Bus Services

Release Date: Wednesday, February 1, 2023
Due Date: Thursday, February 23, 2023, at 11 a.m. PST

**Charter Bus Services
Request for Proposals (RFP) No. 23-7**

TO PROSPECTIVE PROPOSERS

The City of Montebello invites Vendors to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine your Vendor's qualifications. Submissions must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

February 1, 2023

THE PROJECT

Recreation and Community Services Charter Bus Services

THE OWNER

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd., Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887- 1200 Ext. 374
Contact E-Mail: laquilar@cmontebelloca.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Monday, February 13, 2022, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids prior to being able to view or bid on any RFP. To access the City's PlanetBids Portal, please go to:

<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

**Charter Bus Services
Request for Proposals (RFP) No. 23-7**

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Appendix A – Proposal Content and Format
Appendix B - Sample Professional Services Agreement

**Charter Bus Services
Request for Proposals (RFP) No. 23-7**

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified vendors/businesses to provide Charter Bus Services for the Recreation and Community Service Department following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23-7. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective bidders must register their business with PlanetBids prior to being able to view or bid on any RFP.

Questions must be submitted no later than **Monday, February 13, 2023, at 11:00 a.m. PST.**

Responses must be submitted via PlanetBids by **Thursday, February 23, 2023, at 11:00 a.m. PST.**

Responses to this request will be evaluated to determine the vendor/business that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP. Responses will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to be considered.

DATE OF SOLICITATION: Wednesday, February 1, 2023

***QUESTIONS DEADLINE:** Monday, February 13, 2023 at 11:00 a.m. PST

****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS***

SUBMITTAL DUE DATE: Thursday, February 23, 2023 at 11:00 a.m. PST

Charter Bus Services Request for Proposals (RFP) No. 23-7

2.0 Introduction

The City of Montebello, hereinafter referred to as the City, invites qualified Vendors to submit written proposals for providing Charter Bus Services for the Recreation and Community Services Department. Should an award be made, the selected proposer will enter into an agreement with the City of Montebello to provide these services.

Through this solicitation, the City seeks to establish a three (3) year agreement for Charter Bus Services with an option to extend for two (2) additional, one (1) year terms.

Responses are due no later than Thursday, February 23 2023, at 11:00 a.m. PST through the City's PlanetBids Portal. Before submitting responses, Vendors must register as a vendor in the portal. Vendors are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. To register, please visit: <https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839> and click "New Vendor Registration."

All responses to this opportunity must conform to this Request for Proposals (RFP) requirements. Failure to do so may result in the response being considered non-responsive.

Proposals submitted to the City of Montebello shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements that are identified by the Consultant/Vendor as business or trade secrets and marked as "Trade Secret", "Confidential", or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act.

Each element of a submittal that the Vendor desires not to be considered a public record must be marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will decide and retain the confidentiality to the extent permitted.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

Department of Recreation and Community Services

Our Mission is to: Strengthen community through people, parks & programs.

The department strives to provide rewarding programs, services, and facilities that enhance the quality of life for Montebello residents and positively influence the public. Staff are committed to strengthen Montebello's image and offer a sense of community, thereby supporting economic development, increasing public

Charter Bus Services Request for Proposals (RFP) No. 23-7

engagement, and promoting health and wellness. The Recreation and Community Services Department is comprised of the following programs and operational areas:

Administration

The Recreation and Community Services Administration is responsible for the leadership and oversight of a wide range of recreational facilities, parks, programs, services, and Golf Course operations. Staff maintain budgetary control and fiscal responsibility for the department, grants management, strategic planning, interdepartmental coordination, and collaboration with the School District, community sports leagues, the Parks and Recreation Commission, and other community based organizations.

Programs & Services

The Department provides innovative community programs, staff run or contracted classes, and services for people of all ages and developmental abilities that encompass community engagement, leisure, social, and cultural programming, special events, aquatics, camps, educational services, and grant funded programs such as the Youth Employment Program.

Parks & Recreation Facilities

The Department of Recreation and Community Services oversees, operates, and coordinates the reservation and rentals of facilities for its community groups, residents, employers, and visitors. Over 84 developed acres are home to ten (10) parks; multiple athletic fields; outdoor pickle-ball, basketball, and tennis courts; an indoor gymnasium; a skate park; two aquatic facilities and a splash pad; a community garden; batting cages; a barnyard zoo; a youth center; and outdoor amphitheater; and a senior center.

Senior Services

Senior Services are offered to empower and provide senior citizens aged 50 years and over access to physical, leisure, social, and life-enhancing and sustaining programs and services, thus allowing older adults to thrive and age healthfully in the community. To support this, the Montebello Senior Center maintains a schedule of classes, social services, and special events for the senior population. Continuous programs include health screenings, dances, and a variety of exercise/leisure classes. Staff promote needed senior resource programs to reinforce this group's quality of life, health and well-being. By providing senior citizens assistance, advocacy, and liaison services for various resources related to housing, food, healthcare, and transportation among others.

Special Events

The Department of Recreation and Community Services is responsible for coordinating special events in the Montebello community, festivities that display Montebello's unique heritage and diverse cultures. The current events are the Veteran's Day Program, Memorial Day Program, City Heritage 5K Run, Halloween

Charter Bus Services Request for Proposals (RFP) No. 23-7

Fest, Winter Wonderland and Tree Lighting, Independence Day Spectacular, and Downtown Street Fest

Sports

Staff coordinate sports programs and field rentals for all community members and sports organizations. Staff have developed and oversee the youth basketball, soccer, t-ball/baseball, and flag-football leagues; adult softball and basketball leagues; as well as a summer swimming team.

3.0 Timeline

- | | |
|---|---------------------------------|
| • Release RFP | January 23, 2023 |
| • Online Q&A Deadline | February 13, 2023 at 11a.m. PST |
| • Deadline to Submit Responses via PlanetBids | February 23, 2023 at 11a.m. PST |
| • City Review of Qualification Submissions | February 27 – March 3, 2023 |
| • Notifications Sent to Vendors | Anticipated March 7, 2023 |
| • Award | Anticipated March 8, 2023 |

4.0 Purpose

Through this opportunity, the City of Montebello intends to obtain the services of a qualified company to provide Charter Bus Services for the Recreation and Community Services Department and to provide the services as detailed in the Scope of Work/Services section.

5.0 Scope of Work/Services

The City of Montebello is interested in awarding a professional services agreement for Charter Bus Services for the Recreation and Community Services Department. Charter Bus Services are utilized for senior programming, youth field trips, community excursions, and special events. The contractor is required to have knowledge and experience in charter bus services. The contract to be awarded is in the amount of up to \$120,000 per year. The services being bid in the contents of this RFP are on an as-needed basis.

The contractor agrees to furnish all equipment, labor, material, supervision and services necessary for the execution and completion of all items required to provide complete and reliable Charter Bus Services as herein specified. At minimum, the contractor shall:

- Take appropriate steps to protect the safety of any citizen that may come in contact with the contractor's employees.
- Ensure compliance with all Department of Transportation and Federal Highway Administration regulations with regard to their service to the City.
- Provide a list of drivers that will be employed along with their driver's license numbers and all proper endorsements.
- Have the capability to provide more than one (1) bus per trip, as required.
- Ensure drivers:
 - Secure, in advance, the safest and most efficient driving directions to

Charter Bus Services Request for Proposals (RFP) No. 23-7

- and from the scheduled destination(s).
- Submit their fingerprints in a manner authorized by the Department of Justice (the City will require a list of drivers who have cleared background checks to be supplied at the commencement of the contract).
- Are in possession of a valid driver's license with proper endorsements qualifying them to operate vehicles outlined in this RFP.
- Be appropriately trained and regularly evaluated for conformance with safety regulations and skills in conformance with all applicable California and Federal regulations.
- Possess and meet all certifications for transportation of children as required by the State of California Department of Transportation – school bus drivers must have SPAB Certification
- Be professional, courteous, and provide excellent customer service.
- Are in a qualified Drug and Alcohol testing pool that meets all Federal standards as applicable.
- Be available for contact at any time during services.
- Provide an emergency contact phone number during all hours of each service.
- Ensure vehicles and contents are secure at all times.
- Secure parking locations and pay for all tolls and parking expenses. Parking expenses shall be reimbursed, to the contractor by the City, upon receipt of invoice(s).
- All buses provided for the scheduled services shall be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations, and guidelines. Additionally, buses must:
 - Have ADA wheel chair lifts or ramps.
 - Not be older than 10 (10) years.
 - Depart and return to City designated locations.
 - Arrive, at minimum, 20 minutes prior to scheduled departure time.
 - Be clean, litter free, well-maintained with working electrical equipment and in good working condition prior to departure.
 - Carry on-board first aid kits.
 - Be equipped with heat and air conditioning (charter buses) and shall be in excellent condition, clean, sanitized, and stocked.
 - Have "kneeling" capabilities in order to assist those with limited mobility.
 - Have a functioning cell phone with each driver at all times.
- Contractor shall also:
 - Agree to allow the City the reserved right to reduce the number of passengers/buses and bus size as initially requested or to cancel an excursion within 48 hours advance notice without charge.
 - Notify the City of alterations and/or cancellations at a minimum 48 hours in advance.

All proposals shall include turnkey pricing for all services requested. All quantities are approximate, and the City reserves the right to reasonably increase or decrease the amounts, and change specifications upon award.

Charter Bus Services Request for Proposals (RFP) No. 23-7

6.0 Proposal Submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The Recreation & Community Services Department will establish an evaluation committee consisting of City staff responsible for reviewing and rating each proposal. The proposal evaluation process will be conducted using a two-step process.

First, the committee will review submissions to ensure adherence to the minimum/proposal format requirements. In the second part of this process, the evaluation committee will review and rate proposals based on the following:

Qualifications as they relate to this project (50%)

- Thoroughness and understanding of the tasks to be completed
- Background and experience in charter bus services
- Experience of personnel assigned to the work
- Availability
- Quality and size of fleet

Reputation for integrity and competence (30%)

- Positive Reference Checks
- Safety record

Proposed Fees and Charges for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before proposal opening must be filed in writing no later than ten (10) working days before proposal opening. The most common types of protest that might be filed before a proposal opening would include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Recreation for determination. Protest must be submitted to the Director of Recreation by mail or e-mail within the specified

Charter Bus Services Request for Proposals (RFP) No. 23-7

time frame. Protests can be sent to:

Mail:
The City of Montebello
Attn: Michael Solorza, Director of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Recreation and will include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Recreation has the authority to make the final determination regarding all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B), shall be signed by the

Charter Bus Services Request for Proposals (RFP) No. 23-7

successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the consultant/Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall just cause, at the City's option for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council can either reject all proposals or call for new proposals or accept other proposals.

10.0 Insurance

The Consultant/Vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Consultant must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's

Charter Bus Services Request for Proposals (RFP) No. 23-7

Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

- i. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.
- ii. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).
- iii. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors/Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the

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scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Non-Commitment of City

While the City has every intention to select a Consultant/Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

12.0 Labor Requirements

A. Background: All personnel engaged in the performance of this work shall be employees of the Consultant/Vendor and as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. Health: All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant/Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant/Vendor allow the use of, or presence of, alcohol or drugs on the premises or in the building.

C. Non-Discrimination: The Consultant/Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

13.0 Records

The Consultant/Vendor agrees to permit City Manager or designee access to records, reports, files, and other papers or property of the Consultant/Vendor to audit any performance aspect under this agreement.

14.0 Subcontractors

The Consultant/Vendor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Consultant/Vendor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

15.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the term of the agreement. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant/Vendor. These changes will be processed through the City Manager.

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16.0 Disclosure of Information

A. The Consultant/Vendor agrees that it will not during or after the term of the agreement disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Vendor, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant/Vendor shall be used exclusively in connection with the performance of services.

B. The Consultant/Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

17.0 City of Montebello Rights

In its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

- i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
- ii. The Consultant/Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
- iii. The Consultant/Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent permitted by law.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

**City of Montebello
Parks and Recreation Guide
RFP No. 23-7**

Appendix A – Proposal Content and Format

Proposal Content

The Vendor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain at a minimum the following information:

1. **Cover Letter** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Vendor's availability to dedicate time, personnel, and resources to this effort. Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully and technologies you would employ. Also, describe what information you would expect the City to supply.

2. **Relevant Experience** – Please include a brief statement of relevant experience within the last three (3) years.

Please also include three (3) references (Enclosure 1).

3. **Cost Proposal** – Cost proposal (Enclosure 2):

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

4. **Proposed Scope of Services** - Please provide a Proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables.

5. **Conflict of Interest Statement** - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Vendor does not have any such conflicts, a statement declaring such should be included in their submission.

All proposals must be submitted using the PlanetBids Portal by Thursday, February 23, 2023, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

ENCLOSURE 1 – REFERNCES

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

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ENCLOSURE 2 – COST PROPOSAL

Rate for fully contained Charter Coach:

1. Up to 22 passenger bus
\$ _____ per mile
\$ _____ for first 5 hours and \$ _____ per hour thereafter
\$ _____ per 24 hour period and \$ _____ per hour thereafter
2. Up to 35 passenger bus
\$ _____ per mile
\$ _____ for first 5 hours and \$ _____ per hour thereafter
\$ _____ per 24 hour period and \$ _____ per hour thereafter
3. Up to 47 passenger bus
\$ _____ per mile
\$ _____ for first 5 hours and \$ _____ per hour thereafter
\$ _____ per 24 hour period and \$ _____ per hour thereafter
4. Up to 56 passenger bus
\$ _____ per mile
\$ _____ for first 5 hours and \$ _____ per hour thereafter
\$ _____ per 24 hour period and \$ _____ per hour thereafter

Rate for School Bus:

1. 55+ passenger bus
\$ _____ per mile
\$ _____ for first 5 hours and \$ _____ per hour thereafter
\$ _____ per 24 hour period and \$ _____ per hour thereafter

Cancellation Rates:

1. Less than 24 hour cancellation: _____
2. Other Cancellation/Change Fees: _____

Extra of Miscellaneous Charges not reflected above (must be itemized):

Item: _____	\$ _____
Item: _____	\$ _____
Item: _____	\$ _____

All cost for developing proposals in response to this RFP are the obligation of the bidder and are not chargeable to the City. All proposals may be withdrawn at any time prior to the published closing date, provided notification is received in writing to the City Purchasing Agent, listed in the RFP. Proposals cannot be withdrawn after the published closing date.

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid entered; (2) has read the complete Request for Proposals and understands all provisions; (3) if accepted by the City, this bid is guaranteed as written and will be implemented as stated. (4) by submitting bid, bidder agrees to all the terms of this RFP document, including but not limited to, each and every provision of the General Term and Conditions of RFP; and mistakes in writing of the submitted bid will be the bidder's responsibility.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Company Name: _____ Phone: _____

ATTACHMENT B

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide [REDACTED] services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. [REDACTED]
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for [REDACTED] in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide [REDACTED] services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion

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and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

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SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

- a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.
- b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.
- c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

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SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

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

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

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

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

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

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

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

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

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SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity,

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

**Charter Bus Services
Request for Proposals (RFP) No. 23-7**

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

With a copy to: City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext.
Email: [ENTER EMAIL ADDRESS] <mailto:YKimHarabedian@cityofmontebello.com>

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email <mailto:YKimHarabedian@cityofmontebello.com>

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or

**Charter Bus Services
Request for Proposals (RFP) No. 23-7**

otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

**Charter Bus Services
Request for Proposals (RFP) No. 23-7**

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

(“CITY”)

(“CONSULTANT”)

CITY OF MONTEBELLO

CONSULTANT NAME

René Bobadilla, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor’s Proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

RESOLUTION NO. 23-05
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.1544, consisting of 7 pages, and including:

Warrant No.

General: Checks No. 598690 through 598817
ACH No. 3450 through 3508

Successor Agency: ACH No. 11 through 11

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

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

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

APPROVED AND ADOPTED this 25th day of January 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

RESOLUTION NO. 23-05

Page 2 of 2

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No.23-05 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 25th day of January 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
3450	01/05/2023	\$6,155.27	TRAINING	3163	BANK OF AMERICA
3451	01/05/2023	\$6,652.43	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3452	01/05/2023	\$4,910.16	SUPPLIES	3163	BANK OF AMERICA
3453	01/05/2023	\$4,830.34	SUPPLIES	3163	BANK OF AMERICA
3454	01/05/2023	\$318.89	SUPPLIES	3163	BANK OF AMERICA
3455	01/05/2023	\$10.00	SUPPLIES	3163	BANK OF AMERICA
3456	01/05/2023	\$466.16	SUPPLIES	3163	BANK OF AMERICA
3457	01/05/2023	\$200.14	SUPPLIES	3163	BANK OF AMERICA
3458	01/05/2023	\$457.66	SUPPLIES	3163	BANK OF AMERICA
3459	01/05/2023	\$1,129.60	UNIFORM EXPENSE	3163	BANK OF AMERICA
3460	01/05/2023	\$475.10	SUPPLIES	3163	BANK OF AMERICA
3461	01/05/2023	\$3,000.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
3462	01/05/2023	\$2,431.38	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3463	01/05/2023	\$1,949.37	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3464	01/05/2023	\$1,226.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
3465	01/05/2023	\$551.23	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3466	01/05/2023	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
3467	01/05/2023	\$426.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
3468	01/05/2023	\$2,060.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
3469	01/05/2023	\$370.99	EDUCATION REIMBURSEMENT	2704	JACQUELINE LEON
3470	01/05/2023	\$7,280.16	SUPPLIES	26670	LIFE-ASSIST INC
3471	01/05/2023	\$1,136.00	CONTRACT SERVICES	3028	ONWARD ENGINEERING
3472	01/05/2023	\$377.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
3473	01/05/2023	\$40,000.00	CONTRACT SERVICES	61050	REFLEX TRAFFIC SYSTEMS
3474	01/05/2023	\$1,251.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
3475	01/12/2023	\$220,727.91	VEHICLE PURCHASES	1700	72 HOUR LLC
3476	01/12/2023	\$80,438.23	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES



City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3477	01/12/2023	\$95,815.57	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
3478	01/12/2023	\$219.16	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3479	01/12/2023	\$4,856.16	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3480	01/12/2023	\$550.00	CONTRACT SERVICES	2365	LETICIA TORRES
3481	01/12/2023	\$195.00	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
3482	01/12/2023	\$44,793.21	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
3483	01/12/2023	\$475.70	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3484	01/12/2023	\$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
3485	01/12/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
3486	01/12/2023	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
3487	01/12/2023	\$54.49	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
3488	01/12/2023	\$2,010.43	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3489	01/12/2023	\$3,000.00	SUPPLIES	1349	HEART OF COMPASSION
3490	01/12/2023	\$4,149.81	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
3491	01/12/2023	\$1,433.24	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
3492	01/12/2023	\$10,933.78	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
3493	01/12/2023	\$8,951.77	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
3494	01/12/2023	\$2,222.25	SUPPLIES	26670	LIFE-ASSIST INC
3495	01/12/2023	\$1,340,688.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
3496	01/12/2023	\$10,843.84	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
3497	01/12/2023	\$13,770.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
3498	01/12/2023	\$41,617.80	CONTRACT SERVICES	42180	PCAM LLC
3499	01/12/2023	\$6,658.14	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
3500	01/12/2023	\$3,314.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
3501	01/12/2023	\$237.98	SUPPLIES	1120	BLUETRITON BRANDS INC
3502	01/12/2023	\$80,770.57	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
3503	01/12/2023	\$235.09	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
3504	01/12/2023	\$2,481.04	UNIFORM EXPENSE	14350	SUN BADGE COMPANY
3505	01/12/2023	\$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE



City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3506	01/12/2023	\$196.43	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
3507	01/12/2023	\$67.90	CONTRACT SERVICES	3140	WEX HEALTH INC
3508	01/12/2023	\$520.38	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
ACH TOTALS		\$2,131,480.84			
598690	01/05/2023	\$1,933.72	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
598691	01/05/2023	\$382.05	UTILITY SERVICES	2257	AIRESPRING INC
598692	01/05/2023	\$8,489.25	MACHINERY & EQUIPMENTS	3812	APPLIED CONCEPTS, INC.
598693	01/05/2023	\$548.85	UTILITY SERVICES	38380	AT&T
598694	01/05/2023	\$588.87	UTILITY SERVICES	39550	AT&T
598695	01/05/2023	\$932.46	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598696	01/05/2023	\$250.00	GENERAL GOVERNMENT	3940	MARIO J CARABEZ
598697	01/05/2023	\$136.49	SUPPLIES	1133	CDW GOVERNMENT
598698	01/05/2023	\$276,670.07	CONTRACT SERVICES	2530	CJ CONCRETE CONSTRUCTION INC
598699	01/05/2023	\$1,795.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
598700	01/05/2023	\$3,798.46	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
598701	01/05/2023	\$10,165.00	CONTRACT SERVICES	3210	CT&T CONCRETE PAVING INC
598702	01/05/2023	\$525.00	CONTRACT SERVICES	2759	D F POLYGRAPH
598703	01/05/2023	\$3,000.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598704	01/05/2023	\$150.00	GENERAL GOVERNMENT	720	EL RANCHO VISTA HEALTHCARE
598705	01/05/2023	\$250.00	GENERAL GOVERNMENT	3938	YOLANDA FIGUEROA
598706	01/05/2023	\$1,884.75	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598707	01/05/2023	\$250.00	GENERAL GOVERNMENT	3935	SABRINA FRIAS
598708	01/05/2023	\$250.00	GENERAL GOVERNMENT	1917	DANIEL L GARCIA
598709	01/05/2023	\$2,342.79	ADVERTISING/PRINTING SERVICES	12	GEIGER BROS
598710	01/05/2023	\$3,450.00	CONTRACT SERVICES	3558	GLICKSMAN CONSULTING LLC
598711	01/05/2023	\$6,870.25	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
598712	01/05/2023	\$250.00	GENERAL GOVERNMENT	3742	BRENDA INDA
598713	01/05/2023	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC



City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598714	01/05/2023	\$1,340.33	CONTRACT SERVICES	3921	JOHN JOSEPH MELLON
598715	01/05/2023	\$32,802.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
598716	01/05/2023	\$642.00	GENERAL GOVERNMENT	3936	FERNANDO LOPEZ
598717	01/05/2023	\$363.68	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
598718	01/05/2023	\$24,899.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
598719	01/05/2023	\$44,013.56	IMPROVEMENTS OTHER THAN BUILDING	3489	MARK THOMAS & COMPANY INC
598720	01/05/2023	\$250.00	GENERAL GOVERNMENT	2775	MONTEBELLO HOUSING DEVELOPMENT CORP
598721	01/05/2023	\$12,211.88	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
598722	01/05/2023	\$122.08	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598723	01/05/2023	\$10,000.00	PROMOTIONS	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
598724	01/05/2023	\$877.27	SUPPLIES	15620	OFFICE DEPOT INC
598725	01/05/2023	\$46.56	UTILITY SERVICES	100	PICO WATER DISTRICT
598726	01/05/2023	\$88.12	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598727	01/05/2023	\$385.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
598728	01/05/2023	\$49,572.75	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
598729	01/05/2023	\$135,543.84	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598730	01/05/2023	\$12,316.68	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
598731	01/05/2023	\$652.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
598732	01/05/2023	\$1,282.62	CONTRACT SERVICES	3397	STERICYCLE INC
598733	01/05/2023	\$158.59	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
598734	01/05/2023	\$7,823.60	UTILITY SERVICES	526	T-MOBILE USA INC
598735	01/05/2023	\$1,250.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598736	01/05/2023	\$6,858.15	MACHINERY & EQUIPMENTS	3615	TRANSPORTATION MANAGEMENT & DESIGN INC
598737	01/05/2023	\$27,009.66	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
598738	01/05/2023	\$653.44	SUPPLIES	131	UNITED SITE SERVICES INC
598739	01/05/2023	\$20,416.13	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
598740	01/05/2023	\$1,384.02	UTILITY SERVICES	23610	VERIZON WIRELESS
598741	01/05/2023	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
598742	01/05/2023	\$7,969.39	CONTRACT SERVICES	3731	YUNEX LLC



City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598743	01/09/2023	\$1,000.00	MISCELLANEOUS EXPENSE	3122	ADRIANNA KENDRICKS
598744	01/12/2023	\$11,071.51	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
598745	01/12/2023	\$59.03	UTILITY SERVICES	1732	AT&T CORP
598746	01/12/2023	\$642.05	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
598747	01/12/2023	\$1,500.00	CONTRACT SERVICES	17010	ARROYO BACKGROUND INVESTIGATIONS LLC
598748	01/12/2023	\$0.00	VOID	39550	AT&T
598749	01/12/2023	\$1,807.88	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
598750	01/12/2023	\$395.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
598751	01/12/2023	\$212.75	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
598752	01/12/2023	\$200.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
598753	01/12/2023	\$6,373.38	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598754	01/12/2023	\$1,022.58	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598755	01/12/2023	\$5,488.57	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598756	01/12/2023	\$617.60	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598757	01/12/2023	\$18,185.03	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
598758	01/12/2023	\$380.00	CONTRACT SERVICES	3945	COMMERCIAL GATE CO. INC.
598759	01/12/2023	\$991.65	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
598760	01/12/2023	\$3,043.92	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
598761	01/12/2023	\$13,851.45	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
598762	01/12/2023	\$1,555.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
598763	01/12/2023	\$368.37	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
598764	01/12/2023	\$35.58	SUPPLIES	22400	FEDERAL EXPRESS CORPORATION
598765	01/12/2023	\$637.62	SUPPLIES	3015	FIRST AID 2000
598766	01/12/2023	\$959.18	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
598767	01/12/2023	\$172.57	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598768	01/12/2023	\$302.26	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
598769	01/12/2023	\$273.83	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
598770	01/12/2023	\$523.85	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
598771	01/12/2023	\$450.60	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN INC



City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598772	01/12/2023	\$76.13	CONTRACT SERVICES	3888	IMMEDIATE MEDICAL GROUP OF LAKEWOOD INC
598773	01/12/2023	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
598774	01/12/2023	\$6,457.25	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
598775	01/12/2023	\$3,469.89	MACHINERY & EQUIPMENTS	3733	KEY CODE MEDIA, INC.
598776	01/12/2023	\$13,363.81	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS INC
598777	01/12/2023	\$250.00	GENERAL GOVERNMENT	3947	JANET LOPEZ
598778	01/12/2023	\$866.05	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
598779	01/12/2023	\$500.00	SUPPLIES	739	MEXICAN AMERICAN OPPORTUNITY FOUNDATION
598780	01/12/2023	\$250.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
598781	01/12/2023	\$1,356.21	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598782	01/12/2023	\$70.00	PARKS AND RECREATION	3899	ALFREDO MONTENEGRO
598783	01/12/2023	\$2,188.47	SUPPLIES	12180	MS FLOWERS
598784	01/12/2023	\$312.03	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
598785	01/12/2023	\$1,325.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
598786	01/12/2023	\$625.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
598787	01/12/2023	\$1,237.50	CONTRACT SERVICES	3896	ROBERT J ORTIZ
598788	01/12/2023	\$250.00	GENERAL GOVERNMENT	3939	NORDOS PARKER
598789	01/12/2023	\$250.00	GENERAL GOVERNMENT	3948	GUSTAVO PEREZ DIAZ
598790	01/12/2023	\$347.50	CONTRACT SERVICES	3891	PLASTICARDS INC.
598791	01/12/2023	\$1,823.42	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
598792	01/12/2023	\$8,050.00	CONTRACT SERVICES	2184	PRO FORMA ADVISORS LLC
598793	01/12/2023	\$6,737.95	CONTRACT SERVICES	3279	PROCURE AMERICA INC
598794	01/12/2023	\$88.12	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598795	01/12/2023	\$1,045.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
598796	01/12/2023	\$2,687.27	SUPPLIES	3925	RANCHO FOODS INC
598797	01/12/2023	\$120.00	PARKS AND RECREATION	3949	FELICIA RUIZ
598798	01/12/2023	\$332.45	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
598799	01/12/2023	\$2,340.00	SUPPLIES	3435	SAN DIMAS GRAIN
598800	01/12/2023	\$1,798.00	DUES & SUBSCRIPTIONS	935	SESAC INC



City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598801	01/12/2023	\$4,835.52	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
598802	01/12/2023	\$7,586.00	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598803	01/12/2023	\$51,094.52	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
598804	01/12/2023	\$176.89	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
598805	01/12/2023	\$7,396.07	CONTRACT SERVICES	2893	SUNBELT RENTALS INC
598806	01/12/2023	\$2,413.61	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598807	01/12/2023	\$192.61	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
598808	01/12/2023	\$89.23	SUPPLIES	3725	KAILI TORRES
598809	01/12/2023	\$2,499.82	UTILITY SERVICES	72570	US TELEPACIFIC CORP
598810	01/12/2023	\$100.00	PARKS AND RECREATION	3937	LESLIE TURCIOS
598811	01/12/2023	\$3,514.47	CONTRACT SERVICES	20070	UC REGENTS
598812	01/12/2023	\$6,633.27	UTILITY SERVICES	23610	VERIZON WIRELESS
598813	01/12/2023	\$158.10	VEHICLE MAINTENANCE/EXPENSES	53450	R & O MCINTYRE INC
598814	01/12/2023	\$4,944.45	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598815	01/12/2023	\$10,868.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
598816	01/12/2023	\$2,441.44	UTILITY SERVICES	39550	AT&T
598817	01/12/2023	\$4.77	UTILITY SERVICES	39550	AT&T
CHECK TOTAL		\$964,611.86			

Successor Agency (SA)

11	01/12/2023	\$195.30	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
SA TOTAL		\$195.30			
GRAND TOTAL		\$3,096,288.00			