CITY OF MONTEBELLO CITY COUNCIL
REGULAR MEETING AGENDA

WEDNESDAY, DECEMBER 8, 2021 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL

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

CITY MANAGER	CITY TREASURER	CITY ATTORNEY
René Bobadilla, City Manager	Rafael Gutierrez	Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

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

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. The City Council and Staff will meet in person at the Council Chambers but **due to the increased transmission from the Delta Variant and to ensure the health and safety of the public, the Council Chambers will be available for limited attendance during the public comment period or public testimony period for public hearings of the City Council meetings and all *real time* public participation, pursuant to Assembly Bill 361, will take place in person by attending the City Council meeting at City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California and will continue to occur telephonically and/or in writing until further notice**. Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: https://www.cityofmontebello.com/government/live-streaming.html, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1363 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 48 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión. 如果您需要翻译服务，请在会议前 72 小时联系市书记员办公室

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council on Closed Session items during the "Public Comments for Closed Session Items" period. The public may also address the City Council on any items listed on the Agenda and on items *not* listed on the Agenda (Non-Agenda Items) during the "Public Comments" period. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. For those interested in making public comments, you may address the City Council in person *or* call in to the City Clerk's office as listed below until the day of the meeting **prior to the start of each Public Comments period**, **Wednesday, December 8, 2021.** In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on any or all agenda items and on any Non-Agenda Item(s) shall not exceed three (3) minutes per person; the period for all "Public Comments" may be limited to 30-minutes. **In person speakers will be addressed first, telephonic speaker cards will follow thereafter. *In person 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. The public can also submit *speaker card requests telephonically* by calling at (323) 887-1216, Staff will complete the speaker cards and speakers will be called in the order received**. Both in person speakers and speaker cards will be addressed during the "Public Comments" periods only. **City Council meeting – Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.** The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the public comments period. The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, **Wednesday, December 8, 2021 between 7:30 a.m. – 3:00 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council until the after the meeting, with the exception of non-agenda written item comments.

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

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

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

CLOSED SESSION – 5:00 P.M.

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

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Government Code Section 54957
   Consultation with City Manager, Police Chief, City Attorney and other related City officials.

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2)
   Threat of litigation – One matter related to the CVRA

3. **CONFERENCE WITH LABOR NEGOTIATORS**
   Government Code Section 54957.6
   Agency Negotiators: Rene Bobadilla, Nicholas Razo
   Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA and unrepresented employees.

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   a. NASA Services, Inc. v City of Montebello
      Los Angeles Superior Court Case No. 21STCP01969
   b. De Lage Landen Financial Services, Inc. v. City of Montebello et al.
      Los Angeles Superior Court Case No. 20STCV27191

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

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – CITY MANAGER

CEREMONIAL/PRESENTATIONS

5. RECOGNITION OF UNITED STATES VETERANS

6. RECOGNITION OF MOST BUSINESS FRIENDLY CITY – HONORABLE MENTION FROM THE LOS ANGELES ECONOMIC DEVELOPMENT CORPORATION

7. RECOGNITION OF UNITED WE STAND AGAINST HATE PROCLAMATION

8. RECOGNITION OF HUMAN RIGHTS MONTH

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

9. SUSPENSION OF REORGANIZATION ORDER OF APPOINTMENT AND CONFIRMATION OF CITY COUNCIL REAPPOINTMENT FOR MAYOR AND MAYOR PRO TEMPORE POSITIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 2.08.010 "REORGANIZATION"

RECOMMENDATION: It is recommended that the City Council:

1) Suspend the provisions relating to the City Council rotations for appointment of Mayor and Mayor Pro Tempore as prescribed under Section 2.08.010(E) of the MMC and reconfirm as Mayor, Kimberly Cobos-Cawthorne, and as Mayor Pro Tem, Angie Jimenez; or
2) Provide further direction regarding City Council order of appointment for position of Mayor and Mayor Pro Tempore; and
3) Take such additional, related, action that may be desirable.

10. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2444 AMENDING THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH THE BY-DISTRICT ELECTION PROCESS OF CITY COUNCIL MEMBERS

RECOMMENDATION: It is recommended that the City Council:

1) Introduce and conduct the first reading of Ordinance No. 2444 (Attachment A) establishing a by-district elections process for the election of City Council Members of the City of Montebello ("City"); and
2) Take such additional, related, action that may be desirable.

11. ADOPT URGENCY ORDINANCE NO. 2445 AMENDING THE MONTEBELLO MUNICIPAL CODE ENACTING A NEW CHAPTER 8.13 "ORGANIC WASTE DISPOSAL REDUCTION" IN COMPLIANCE WITH CALIFORNIA SENATE BILL NO. 1383

RECOMMENDATION: It is recommended that the City Council:

1) Waive further reading and adopt an urgency ordinance (Ordinance No. 2445) amending the Montebello Municipal Code enacting a new Chapter 8.13 entitled "Organic Waste Disposal Reduction" in compliance with Senate Bill 1383; and
2) Take such additional, related, action that may be desirable.

12. ADOPT URGENCY ORDINANCE NO. 2446 AMENDING CHAPTERS 12.16 AND 17.08 OF THE MONTEBELLO MUNICIPAL CODE, RELATING TO TEMPORARY USE PERMITS FOR OUTDOOR INTERMODAL SHIPPING CONTAINER STORAGE AND TEMPORARY SUSPENSION OF ZONING RESTRICTIONS FOR SUCH STORAGE

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Urgency Ordinance No. 2446 Amending Chapters 12.16 and 17.08 of the Montebello Municipal Code, Relating to Temporary Use Permits for Outdoor Intermodal Shipping Container Storage and Temporary Suspension of Zoning Restrictions for Such Storage; and
2) Take such additional, related, action that may be desirable.

CONSENT CALENDAR

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

13. AB 361 FINDINGS

RECOMMENDATION: It is recommended that the City Council:

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

14. APPROVE THE 2022 DATES FOR SPECIAL QUARTERLY CITY COUNCIL STUDY SESSIONS TO INCLUDE A SPECIAL CITY COUNCIL STUDY SESSION TO DISCUSS THE FISCAL 2022-23 BUDGET

RECOMMENDATION: It is recommended that the City Council:

1) Approve the proposed 2022 calendar year dates establishing special quarterly City Council Study Sessions and approve an additional City Council Study Session date to discuss the Fiscal Year 2022-23 budget process.

15. BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT – PHASE 1 (FROM VAIL AVENUE TO 5TH STREET), CP NO. 883 – AWARD OF CONSTRUCTION CONTRACT

RECOMMENDATION: It is recommended that the City Council:

1) Award a Construction Contract for C.P. No. 883 – Beach Street Pavement Project - Phase 1 in the amount of $926,849 to Gentry Brothers, Inc.; and
2) Authorize the Director of Public Works to review and approve change orders within a 15% contingency of the contract amount as recommended by the City Engineer; and
3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
4) Take such additional, related, action that may be desirable.

16. APPROVAL OF EMERGENCY PURCHASE OF GENERATORS FOR FIRE STATION NOS. 56 AND 57

RECOMMENDATION: It is recommended that the City Council:

1) Determine and find that existing unreliable backup generators for the City of Montebello's Emergency Communications System pose a serious and eminent threat to public safety in the event of a power outage; and
2) By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure in accordance with California Public Contract Code Section 22050 and Montebello Municipal Code Chapter, 3.20.050(C), for the purchase and installation of replacement generators; and
3) Authorize the City Manager to execute agreements for the purchase and installation of replacement backup generators for the City of Montebello Fire Station Nos. 56 and 57; and

4) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $149,781 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery and Equipment) and $55,398 in the Transit Fund, Account No. 600-90-900-6010.10 (Transit Administration, Machinery and Equipment; and
5) Take such additional, related, action that may be desirable.

17. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 2907 WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF CATCH BASIN TRASH INSERTS

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to Agreement No. 2907 with the Los Angeles County Flood Control District for the installation and maintenance of catch basin trash inserts; and
2) Take such additional, related, action that may be desirable.

18. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 22-4) FOR COMMERCIAL AND MULTI-FAMILY ORGANIC WASTE COLLECTION, RECYCLING AND PROCESSING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Authorize City Staff to issue a Request for Proposals (RFP No. 22-4) for Commercial and Multi-Family Organic Waste Collection, Recycling and Processing Services; and
2) Take such additional, related, actions that may be desirable.

19. EMERGENCY SEWER REPAIRS FOR THE TRANSPORTATION DEPARTMENT FACILITY AND PROFESSIONAL SERVICES AGREEMENT UPDATE

RECOMMENDATION: It is recommended that the City Council:

1) Adjust the Fiscal Year 2020-21 budget by transferring $201,931 in appropriations to Account No. 202-921-2018-6040.45 (SB-1 – State of Good Repairs, Contract Services – Sewer Maintenance) to cover the cost of emergency sewer repairs at the Transportation Department Facility; and
2) Authorize Staff to issue a Notice of Termination for Agreement No. 3356 with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) and pay all outstanding invoices; and
3) Take such additional, related, action that may be desirable.

20. UTILITY BOX BEAUTIFICATION PROGRAM ARTWORK APPROVAL

RECOMMENDATION: It is recommended that the City Council:

1) Approve artwork recommendations made by the Parks and Recreation Commission; and

2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $6,400 in Account No. 100-70-710-6040.10 (General Fund, Recreation, Other Contract Services); and
3) Take such additional, related, action that may be desirable.

21. AUTHORIZING SUBMISSION OF AN APPLICATION TO THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the submission of an application to the Clean California Local Grant Program; and
2) Take such additional, related, action that may be desirable.

22. AWARD PROFESSIONAL SERVICE AGREEMENT NO. 3944 WITH AXON ENTERPRISES INC. FOR BODY WORN CAMERAS (BWC), MOBILE AUDIO VIDEO (MAV) EQUIPMENT AND SUPPORTING SOFTWARE

RECOMMENDATION: It is recommended that the City Council:

1) Award Professional Service Agreement No. 3944 to Axon Enterprises Inc. for Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software; and
2) Authorize the City Manager to execute an Agreement on behalf of the City; and
3) Amend the Fiscal Year 2021-22 budget by increasing appropriations a total of $169,400 in the following accounts and in the following amounts: $155,000 Account No. 100-80-815-6040.95, General Fund, Police, Support Services, Other Professional Services; and $14,400 Account No. 100-80-815-6040.65, General Fund, Police, Support Services, Equipment/Software Maint-Repair; and
4) Take such additional, related, action that may be desirable.

23. ADOPT THE DRAFT COPY OF THE CITY OF MONTEBELLO EMERGENCY OPERATIONS PLAN AND THE LETTER OF PROMULGATION

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the Draft Copy of the City of Montebello Emergency Operations Plan; and
2) Adopt finalized Emergency Operations Plan with a Promulgation Letter signed by the City Manager; and
3) Take such additional, related, action that may be desirable.

24. APPROVAL TO SUBMIT APPLICATION FOR THE CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC) ENCAMPMENT RESOLUTION GRANT PROGRAM FISCAL YEAR 2021-22

RECOMMENDATION: It is recommended that the City Council:

1) Approve the submission of the grant application for California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program; and
2) Take such additional, related, action that may be desirable.

25. APPROVAL TO SUBMIT APPLICATION FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS) / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FISCAL YEAR 2021 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the submission of the grant application for Department of Homeland Security (DHS), Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program; and
2) Take such additional, related, action that may be desirable.

26. PAYMENT OF BILLS: RESOLUTION NO. 21-95 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED DECEMBER 8, 2021

RECOMMENDATION: Adopt Resolution No. 21-95 approving the Warrant Register dated December 8, 2021.

27. ACCEPT GRANT FUNDING FROM THE DEPARTMENT OF HOMELAND SECURITY (DHS) – FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FISCAL YEAR 2020 FIRE PREVENTION AND SAFETY (FP&S) GRANT PROGRAM AND AMEND THE FISCAL YEAR 2021-22 BUDGET TO APPROPRIATE GRANT FUNDS

RECOMMENDATION: It is recommended that the City Council:

1) It is recommended that the City Council accept the grant award from the Department of Homeland Security (DHS), Fiscal Year 2020 Fire Prevention and Safety Grant (FP&S) Program; and
2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $188,843 in Fund 265, expenditures and revenue (Account Nos. 265-85-854-6040.10, Grants, Fire, DHS-FEMA Fire Prevention & Safety, Other Contract Services; and 265-99-4198.88, Grants, DHS-FEMA Fire Prevention & Safety Grant); and
3) Authorize issuing a Request for Proposals (RFP) to identify a qualified third-party consultant to conduct a Community Risk Assessment; and
4) Take such additional, related, action that may be desirable.

AB 1234 TRAVEL REPORTS

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

COUNCIL ORALS

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

- **Councilmember Melendez**
- **Councilmember Peralta**
  1. Request consensus for the adoption of an inclusive policy that notifies/invites all council members to events, visits and activities held at city facilities or the hosting of dignitaries, guest speakers and prominent social groups, etc.
  2. Requesting discussion regarding city-wide employee vaccination mandate to be agendized for closed session during the next city council meeting.
  3. Reminder: Weekly food distributions at YMCA Thursday mornings at 7:15 a.m.
  4. Participation in LA Metro Board of Directors meeting in support of a motion to direct Metro staff to assist the SGVCOG in identifying and securing match funds needed to close the funding gap for the unfunded ACE projects, including the Montebello Blvd. project.
- **Councilmember Torres**
  1. Walked on closed session City Manager Review of 11/10/2021 and compliance issues re: Gov. Code sections 54950-54963.
  2. Council orals and compliance issues re: Gov. Code sections 54950-54963.
  3. Request for council consensus to create online speaker comment card form; uploading comments received from the public.
  4. Request for council consensus to agendize Art in Public Spaces for 1/12/2021.
- **Mayor Pro Tem Jimenez**
- **Mayor Cobos-Cawthorne**
  1. Compliance with chain of command in accordance with Ordinance No. 2443.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 8, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, December 5, 2021 5:00 p.m.**

Alicia Fernandez, Deputy City Clerk

ITEM # 9

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Suspension of Reorganization Order of Appointment and Confirmation of City Council Reappointment for Mayor and Mayor Pro Tempore Positions under Montebello Municipal Code Section 2.08.010 "Reorganization"**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Suspend the provisions relating to the City Council rotations for appointment of Mayor and Mayor Pro Tempore as prescribed under Section 2.08.010(E) of the MMC and reconfirm as Mayor, Kimberly Cobos-Cawthorne, and as Mayor Pro Tem, Angie Jimenez; or

2) Provide further direction regarding City Council order of appointment for position of Mayor and Mayor Pro Tempore; and

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

FISCAL IMPACT

None.

DISCUSSION

Pursuant to Councilmember Melendez's comment and concurrence by a Council majority at the City Council meeting of November 10, 2021, relating to the rotation of City Council members for appointment of the Mayor and Mayor Pro Tempore positions, it was requested that the City Council consider suspending the rotation process pursuant to

MMC section 2.08.010(E) and retain Kimberly Cobos-Cawthorne as Mayor and Angie Jimenez as Mayor Pro Tem.

Annually, the City Council shall reorganize by selecting one of its members as Mayor and one member as Mayor Pro Tem. However, MMC section 2.08.010(E) states, "[N]otwithstanding any other provisions of this section, by the affirmative vote of not less than three members of the council, any or all provisions hereof may be suspended, and any member of the council may be appointed to the position of mayor or mayor pro tempore for a fixed or indeterminate term or terms."

The current rotation order is:

1. Kimberly Cobos-Cawthorne
2. Angie Jimenez
3. David Torres
4. Scarlett Peralta
5. Salvador Melendez

By invoking the authority set forth in MMC section 2.08.010(E), the above rotation would be retained.

SUMMARY

City Council may either suspend the rotation by a 3/5 vote for a fixed or indeterminate period of time or reorganize in a manner deemed appropriate by a majority vote of the City Council.

ATTACHMENT:

A. Attachment A – Montebello Municipal Code Section 2.08.010 "Reorganization"

2.08.010 Reorganization.

A. The council shall reorganize by selecting one of its number as mayor, and another of its number as mayor pro tempore, on the following occasions:

1. At the second meeting of November in nonelection years, beginning November 28, 1988; or

2. At the first meeting immediately following the certification of election results in election years.

B. Persons shall be appointed to the position of mayor, in accordance with an order of appointment, established hereby. The order of appointment which shall apply is as follows:

1. Glasman;

2. Nighswonger;

3. Pizzorno;

4. Payan;

5. Salazar;

C. Persons shall be appointed to the position of mayor pro tempore in the same order for the period of time immediately preceding their appointment as mayor.

D. As members leave the council, the order of appointment shall be deemed modified by adding the names of new council members at the bottom of the order of appointment, and deleting the name of the retiring member or members therefrom. Where the names of two or more new council members are added to the order at the same time, their respective positions on the order of appointment shall be determined based upon which person received the highest number of votes in the municipal election immediately preceding.

E. Notwithstanding any other provisions of this section, by the affirmative vote of not less than three members of the council, any or all provisions hereof may be suspended, and any member of the council may be appointed to the position of mayor or mayor pro tempore for a fixed or indeterminate term or terms.

(Prior code § 2800.1)

ITEM # 10

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Introduction and First Reading of Ordinance No. 2444 Amending the Montebello Municipal Code to Establish the By-District Election Process of City Council Members**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Introduce and conduct the first reading of Ordinance No. 2444 (Attachment A) establishing a by-district elections process for the election of City Council Members of the City of Montebello ("City"); and

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

FISCAL IMPACT

None.

BACKGROUND

Members of the Montebello City Council are currently elected in "at-large" elections, in which each City Councilmember is elected by the registered voters of the entire City and the next regular election is to take place on November 8, 2022.

The City received a petition on March 15, 2021 from Scott J. Rafferty ("Petition") alleging that the City's at-large election system violates Elections Code, Sections 14027 and 14028, (the California Voting Rights Act or "CVRA") and requesting that the City voluntarily change its at-large system of electing Councilmembers through the collaborative process set forth in Elections Code, Section 10010.

On May 26, 2021, the City of Montebello adopted a Resolution of Intention stating the intention of the City to transition from an at-large election process to a by-district election process. At its meeting on October 13, 2021, the City Council held its first public hearing to receive comment and input from the residents of Montebello with regard to the transition from an at-large election process to a by-district process. The City held its second public hearing for November 13, 2021 to continue receiving input from the City's residents.

ENVIRONMENTAL

This Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly or indirectly.

DISCUSSION

In a by-district election system, a candidate for City Council must live in the district where the candidate wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be. The City and the City Council, by adopting this ordinance, are committing to adopt a final district boundary map no later than March 9, 2022, to be implemented in time for the November 8, 2022 election.

This ordinance sets forth the election of Council Members on a by-district elections system in five (5) single-member districts. The term "by-district" as used in this Section shall mean election of members of the City Council by voters of the district alone. Candidates for council seats in each district shall be nominated and elected only by the voters of that district. A Council Member in office at the time this Ordinance takes effect will continue in office until the expiration of a full term to which they were elected or appointed and until their successor is qualified. If vacancies in Council member offices elected at-large occur before such expiration, such vacancies will be filled according to the law from the City at-large.

This ordinance will also provide for the process of district boundary adjustment. Before the first day of November of the year following the year in which each decennial federal census is taken, the district boundaries shall be adjusted by adoption of an ordinance with a three-fifths (3/5) vote of the City Council. Change in boundaries may not exceed one (1) adjustment within a two (2) year period unless change is made necessary by law.

SUMMARY

Staff recommends that the City Council introduce and conduct the first reading of Ordinance No. 2444 to establish a by-district elections process for the election of City Council Members of the City of Montebello. Staff suggests that this Ordinance be brought for its second reading and adoption at the City Council meeting of January 12, 2022.

ATTACHMENT (S):

A. Attachment A – Ordinance Establishing By-District Elections Process

ATTACHMENT A

ORDINANCE NO. 2444

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AMENDING SECTION 2.08.050 OF TITLE 2, CHAPTER 2.08 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH THE BY-DISTRICT ELECTION PROCESS OF COUNCIL MEMBERS

WHEREAS, the City of Montebello ("City") is a general law city, which is currently governed by five (5) council members who are all elected by all voters in the city in an at-large voting system and the next regular election is to take place on November 8, 2022; and

WHEREAS, the City received a petition on March 15, 2021 from Scott J. Rafferty ("Petition") alleging that the City's at-large election system violates Elections Code, Sections 14027 and 14028, (the California Voting Rights Act or "CVRA") and requesting that the City voluntarily change its at-large system of electing Councilmembers through the collaborative process set forth in Elections Code, Section 10010; and

WHEREAS, pursuant to Government Code section 34886, as amended effective January 1, 2017, the City Council may adopt an ordinance that requires the members of the city council to be elected by district, without being required to submit the ordinance to the voters for approval; and

WHEREAS, under the California Voting Rights Act of 2001, district-based elections are required if it can be shown that an at-large election system prevents minority voters from electing their chosen candidate or influencing elections; and

WHEREAS, the City of Montebello desires to ensure the voting rights and fair representation of al of its citizens; and

WHEREAS, pursuant to Government Code section 34886, it is declared the change in the method of electing members of the City Council made by this ordinance to implement the guarantees of Section 7 of Article I and of Section 2 of the Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act; and

WHEREAS, in a district-based election system, a candidate for City Council must live in the district where the candidate wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, the City and the City Council, by adopting this ordinance, are committing to adopt a final district boundary map no later than March 9, 2022, to be implemented in time for the November 8, 2022 election.

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

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

SECTION 2. AMENDMENT; ADDITIONS. Section 2.08.050 – Municipal Elections of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

2.08.050 – Municipal Elections.

A. Pursuant to Sections 1301 and 1000 of the California Elections code, commencing with the statewide election to be held on November 6, 2018, the city of Montebello's general municipal elections shall be held on the first Tuesday after the first Monday in November of even-numbered years to coincide with the statewide election.

B. Pursuant to Sections 34886 and 34871(a) of the California Government Code, Council members will be elected on a by-district elections system in five (5) single-member districts. The term "by-district" as used in this Section shall mean election of members of the City Council by voters of the district alone. Candidates for council seats in each district shall be nominated and elected only by the voters of that district.

C. Except as provided in subsection (D) of this Section, each Council Member must be a resident of and a registered voter in the council district from which the member is nominated at the time the member is nominated, elected, and throughout that member's term of office. In the event any Council Member ceases to be a resident of the district from which the member was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies. If a Council Member ceases to be a resident of the district from which the Member was nominated solely because of a change in the boundaries of the districts, the Member shall not lose office during that term by reason of such change pursuant to California Government Code section 34882 and Elections Code section 10227.

D. A Council Member in office at the time this section takes effect will continue in office until the expiration of a full term to which they were elected or appointed and until their successor is qualified. If vacancies in Council Member offices elected at-large occur before expiration of the full term thereof, such vacancies will be filled according to law from the City at-large.

E. The boundaries of the Council Member districts of the City shall be adopted and established no later than March 9, 2022. The district-based elections process and the established district boundaries shall be implemented in the City's next general election occurring on November 8, 2022.

F. District boundaries shall be adjusted by the City Council before the first day of November of the year following the year in which each decennial federal

census is taken by three-fifths (3/5) vote of the total membership of the City Council, and as provided in Elections Code section 21601, 21602 and 21607. The district boundaries, but not the number thereof, may be changed by ordinance adopted by the City Council by three-fifths (3/5) vote of all its members; provided that districts established by the City Council shall be as nearly equal in population and as geographically compact as possible. However, the City Council shall not change the boundaries of districts more than once in any two (2) year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to City boundaries, as provided in Elections Code section 21603. After City Council has exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by City Council.

SECTION 4. **COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly or indirectly

SECTION 5. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council. The district boundaries shall be selected and in place no later than March 9, 2022 and the first district-based elections as provided for herein shall commence at the next election of Council Members for the City of Montebello after the effective date of this ordinance.

SECTION 7. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED ___th day of _____ 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 8th day of December 2021 and was adopted by the City Council of the City of Montebello at its meeting held on the __th day of _____ 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 11

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Adopt Urgency Ordinance No. 2445 Amending the Montebello Municipal Code Enacting a New Chapter 8.13 "Organic Waste Disposal Reduction" in Compliance with California Senate Bill No. 1383**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Waive further reading and adopt an urgency ordinance (Ordinance No. 2445) amending the Montebello Municipal Code enacting a new Chapter 8.13 entitled "Organic Waste Disposal Reduction" in compliance with Senate Bill 1383; and

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

FISCAL IMPACT

These State-mandated requirements for organic waste collection will impact operational costs for solid waste haulers. These increased costs are anticipated to increase rates paid by residential and commercial customers. The amount of the increase is unknown at this time. Staff is working with the haulers to determine the amount of the increase and recommendations at a future City Council meeting will be required in order to implement any rate increases.

BACKGROUND

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016 to reduce organic waste disposal by 75% and increase edible food recovery by 20%, by 2025. SB 1383 is the most significant waste reduction mandate adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic

recycling ordinance by January 1, 2022. This legislation requires all customers to comply with recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

As a result of SB 1383, the California Department of Resources Recycling and Recovery (CalRecycle), which is the state department tasked with administering California's waste and recycling programs, developed prescriptive regulations to achieve the State's outlined organic waste disposal goals by 2025. Over the last two (2) years, CalRecycle conducted informal hearings with local governments and stakeholders to develop regulations to achieve the State's organic waste reduction mandates. In November 2020, CalRecycle released the final regulations for SB 1383.

SB 1383 builds upon Assembly Bill 1826 (AB 1826), which previously went into effect on April 1, 2016. AB 1826 required any business generating two or more cubic yards of solid organic waste per week, and multi-family properties with five or more units, to recycle their organic waste (under AB 1826, multi-family properties are only required to recycle landscape debris). Additionally, AB 1826 required the City to implement an organic waste recycling program that included identifying non-compliant businesses that are required to recycle organic waste and notifying the businesses of these requirements.

ANALYSIS

Requirements of Senate Bill 1383:

As a result of SB 1383 and the regulations established by CalRecycle, the City will have to implement the following practices to be in compliance:

- Provide organic waste recycling services to all commercial, single-family, and multi-family properties;
- Inspect and enforce compliance with SB 1383 by adopting an enforcement ordinance;
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, and edible food recovery organizations;
- Procure recycled organic waste products like compost, mulch, and renewable natural gas; and
- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements.

SB 1383 allows cities to take an educational and non-punitive approach to enforcement for the first two years of the ordinance being in effect (2022 and 2023). Taking an educational approach will allow the City and its franchise waste hauler(s) to work with residents and businesses to inform them of the requirements.

Non-Compliance

While the City hopes to gain voluntary compliance from residents and businesses, SB 1383 regulations provide CalRecycle with the ability to engage in enforcement actions of its own against the City if the designated level of compliance is not met. These actions may include:

- Conducting more frequent inspections;
- Taking over direct enforcement on non-compliant businesses within the City;
- Establishing a schedule for City compliance and a probationary period, requiring a work plan and that the jurisdiction demonstrates it has sufficient staffing to implement the requirements of the law; and/or
- Seeking administrative penalties against the City of up to $10,000 per day.

While SB 1383 is an unfunded state mandate from Sacramento, the City is working to meet the requirements set forth. With the adoption of the proposed Ordinance, the City will be one step closer to becoming SB 1383 compliant.

Cost to Residents and Businesses

Residents and businesses will see an increase in costs over the next few years to implement this new service. Staff and the City's franchise waste hauler(s) will continue to make every effort to assist residents and businesses in becoming SB 1383 compliant before January 1, 2024, which is when the State requires the City to begin stricter enforcement via assessment of monetary penalties for non-compliance.

It is important to understand and communicate any potential impacts on the community due to the State's requirement for the City to comply with SB 1383. Even though initial compliance through education is not required until January 1, 2022, staff will begin to engage the community in the fall of 2021.

Ordinance Adoption

SB 1383 requires the City to adopt an enforceable ordinance to compel commercial businesses and residents to recycle their organic waste and to comply with other requirements of the regulation. In order to meet this requirement, the municipal code must be updated. The City must have an ordinance in place by January 1, 2022. Given the need to have an ordinance in place by this January 2022 deadline in order to preserve the health and safety of residents living within the City, the Council will consider adopting an urgency ordinance by a four-fifths vote and pursuant to Government Code Sections 36934 and 36937.

SUMMARY

The City Council will consider adoption of an urgency ordinance amending the Montebello Municipal Code enacting a new Chapter 8.13 entitled "Organic Waste Disposal Reduction" as required by Senate Bill 1383 in furtherance of the statewide policy to reduce organic waste going to local landfills.

ATTACHMENT(S):

A. Attachment A – Urgency Ordinance No. 2445, Organic Waste Disposal Reduction

ATTACHMENT A

ORDINANCE NO. 2445

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING THE MONTEBELLO MUNICIPAL CODE BY ENACTING A NEW CHAPTER 8.13 ("ORGANIC WASTE DISPOSAL REDUCTION") TO TITLE 8 ("HEALTH AND SAFETY")

WHEREAS, the City of Montebello, California ("City"), is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, Senate Bill (SB) 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery ("CalRecycle") to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, The City Council enacted measurable steps towards achieving a reduction in the organic waste goal with the enactment of Resolutions 17-62 in July 2017 and Resolution 20-97 in December 2020, which require the integration of food waste, and a diversion rate of 75%; and

WHEREAS, SB 1383 also requires the regulations to recover, for human consumption, at least 20 percent of edible food that is currently thrown away; and

WHEREAS, CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (the "SB 1383 Regulations"); and

WHEREAS, the SB 1383 regulations take effect January 1, 2022, and require the City to adopt an ordinance to enforce the SB 1383 regulations by said date; and

WHEREAS, the City Council desires to add an Organic Waste Collection Ordinance to comply with the SB 1383 Regulations; and

WHEREAS, Government Code Sections 36934 and 36937 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety with four-fifths vote of the City Council; and

WHEREAS, the City Council hereby waives full reading hearing of this Urgency Ordinance amending the Montebello Municipal Code in support of specific additions and or deletions thereof; and

WHEREAS, the City Council of the City finds and declares that the adoption of this ordinance is necessary to protect the general health, safety and welfare of the community.

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

SECTION 1. RECITALS. The above recitals are true and correct and made a part of this urgency ordinance ("Ordinance").

SECTION 2. URGENCY ORDINANCE FINDINGS.

A. The City Council finds that adoption of an urgency ordinance here is necessary and reasonable for the preservation of the public peace, health or safety of residents living within the City.

B. SB 1383 regulations take effect January 1, 2022, and requires that the City have an ordinance in place to mandate that organic waste generators, haulers, and other entities subject to the requirements of SB 1383 regulations and subject to the City's authority, comply with SB 1383 regulatory requirements.

C. Without the adoption of an urgency ordinance the standard provisions of SB 1383, the City will be found to be non-compliant and potentially subject to regulatory liability for failing to further the goal of reducing statewide disposal of organic waste and reducing the amount of solid waste sent to landfills.

D. This urgency ordinance is consistent with the City's General Plan, Municipal Code, and applicable federal and state law.

E. Based on the foregoing, there is a current and immediate threat to the public health, safety, and welfare, an emergency ordinance is warranted and necessary to protect such interests.

SECTION 3: Chapter 8.13 ("Organic Waste Disposal Reduction") of Title 8 ("Health and Safety") of the Montebello Municipal Code is hereby added to read as follows:

"CHAPTER 8.13"

ORGANIC WASTE DISPOSAL REDUCTION

Sections:

8.13.010 **Purpose and findings**
8.13.020 **Organic Waste Disposal Reduction**
8.13.030 **Definitions**
8.13.040 **Requirements for single-family generators**
8.13.050 **Requirements for commercial businesses**
8.13.060 **Waivers for generators**
8.13.070 **Requirements for commercial edible food generators**
8.13.080 **Requirements for food recovery organizations and services**
8.13.090 **Requirements for haulers and facility operators**
8.13.100 **Self-Hauler requirements**
8.13.110 **Procurement requirements for city departments, direct service providers, and vendors**
8.13.120 **Inspections and investigations**
8.13.130 **Enforcement**

8.13.010 – Purpose and findings.

The City finds and declares:

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of,

the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multiple-family Residential Premises property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multiple-family Residential Premises property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.

D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

F. Requirements in this ordinance are consistent with other adopted goals and policies of the City Council including the City Councils enactment of Resolutions 17-62 in July 2017 and Resolution 20-97 in December 2020, which require the integration of food waste, and a diversion rate of 75%.

8.13.020 – Organic Waste Disposal Reduction.

This chapter shall be entitled “Organic Waste Disposal Reduction” of the City.

8.13.030 – Definitions.

A. “Black Container” as used herein shall have the same meaning as a “Gray Container” in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Black Container Waste as defined therein.

B. “Black Container Waste” as used herein shall have the same mean Solid Waste that is collected in a Black Container that is part of a Two-Container Collection service which prohibits the placement of Source Separated Green Container Organic Waste in a Black Container.

C. [RESERVED]

D. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

E. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

F. “City” means the City of Montebello, California, within its jurisdictional boundaries.

G. “City Enforcement Official” means the city manager or his/her authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

H. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multiple Family residential Premises, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multiple-family Residential Premises that consists of fewer than four (4) units is not a Commercial Business for purposes of implementing this ordinance.

I. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 8.50.030(PPP) and 8.50.030(QQQ) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

J. "Commercial premises" means all retail, professional, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public.

K. “Compliance Review” means a review of records by the city to determine compliance with this ordinance.

L. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

M. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid

Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

N. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

O. “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

P. "Construction and demolition debris" or "C&D debris" means waste products and recyclables resulting from the construction, remodeling or demolition of building and other structure including, but not limited to, wood, metals, concrete, brick, clay, glass, plastics, dirt, asphalt, cement, lumber, wallboard, roofing material, ceramic tile, plastic pipe, and excluding putrescibles, garbage, and liquid wastes..

Q. “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

1. The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.
    a. If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.
2. The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.

R. “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14

CCR Section 18981.2. A Designee may be a government entity, a City licensed franchise, nonexclusive franchise, or approved hauler, a private entity, or a combination of those entities.

S. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

T. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

U. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multiple-family Residential Premises Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

V. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

W. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

X. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

Y. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other

entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

Z. “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

AA. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

BB. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

CC. “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

DD. “Food Waste” means Food Scraps, Food-Soiled Paper, and 100% fiber-based compostable dinnerware.

EE. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

FF. "Grocery store" means a store that devotes seventy percent or more of its business to retailing a general range of food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent or more revenue from retailing a general range of food products, then it qualifies as a grocery store or as otherwise defined in 14 CCR Section 18982(a)(30).

GG. Hauler" means any person, company, business, entity, franchise, or the like that has first obtained an exclusive or non-exclusive franchise issued by the City for the purpose of collecting Organic Waste and Food Scraps generated upon residential, multiple-family residential, industrial or commercial premises within the City,

HH. "Hauler Route" means the City approved designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5), or contractual agreement with the service provider. For a "Hauler Route" to be approved, the entity must be a person, duly licensed and in receipt of an exclusive or non-exclusive franchise pursuant to the requirements of MMC Chapter 8.12, who collects, removes, conveys, transports, stores, processes Food, Food Scraps, Food Soiled-Paper, Organics, or Organic Waste, within the city.

II. "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

JJ. "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

KK. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

LL. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance

and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

MM. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

NN. "Multiple-family Residential Premises" For purpose of this ordinance, Multiple-family Residential Premises means any premises used and zoned for multiple-family residential purposes having five (5) or more units. Multiple-family Residential Premises

OO. "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

PP. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

QQ. "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42), including special districts located within the boundaries of the City, including the following:

1. Special district(s) located within the boundaries of the City.
2. Federal facilities, including military installations, located within the boundaries of the City.
3. Facilities operated by the State park system located within the boundaries of the City.
4. Public universities (including community colleges) located within the boundaries of the City.
5. State agencies located within the boundaries of the City.
6. County agencies located within the boundaries of the City.

RR. "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

SS. "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

TT. "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids,

digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

UU. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

VV. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

WW. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

XX. "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (ii) discarded materials placed in the Black Container that are Source Separated Green Container Organic Wastes to be placed in the City's Green Container; and (iii) Excluded Waste placed in any container.

YY. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

ZZ. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

AAA. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

BBB. "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

CCC. "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Black Containers, Green Containers and Gray Containers for purposed of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

DDD. "Renewable Gas" means gas derived from Organic or inorganic Waste that has been diverted from a California landfill and processed, permitted, or otherwise authorized by 14 CCR to recycle Organic Waste, as otherwise defined in 14 CCR Section 18982(a)(62), or other approved method of developing gas from renewable sources or other materials diverted from landfills.

EEE. “Restaurant” means an establishment providing prepared food for consumption on the premises. (Prior code § 9200.18 (8)), or as otherwise defined in 14 CCR Section 18982(a)(64).

FFF. “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

GGG. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

HHH. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

III. “Self-Hauler” means an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever, who hauls Solid Waste, Organic Waste, or recyclable material that they have generated to another person, entity, or processor. Self-hauler also includes a person, individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever, who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

JJJ. “Single-Family Residential Premises" (Single-Family), for the purpose of this ordinance, means any single family residential unit or multiple-family residential premises having less than five units (i.e., duplex or tri-plex)..

KKK. “Solid Waste” has the same meaning as defined in MMC Chapter 8.12.010 or in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid

wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

KKK. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated Green Container Organic Waste materials are separated from Black Container Waste for the purposes of collection and processing.

LLL. [RESERVED].

MMM. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically limited to the collection of the Organic Waste or as otherwise specified in 14 CCR 18984.1 (a) and (b), but excludes: those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7); carpets; Non- Compostable Paper; textiles; contaminated wood or lumber; manure; digestate, biosolids; sludges; and any other Organic Waste that an organic waste facility may reject to maintain any organics-related composting certifications.

NNN. "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

OOO. "State" means the State of California.

PPP. "Supermarket" means any business establishment selling food products, household merchandise, and/or drugs to the public which has a floor area of more than ten thousand square feet., or as otherwise defined in 14 CCR Section 18982(a)(71).

QQQ. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

RRR. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

SSS. "Two-Container Collection Service" means a collection service that utilizes Black Containers and Green Containers only.

TTT. [RESERVED]

UUU. "Uncontainerized Green Waste and Yard Waste Collection Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

VVV. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer,

warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.13.040 – Requirements for single-family generators.

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 8.13.100 of this ordinance:

A. Shall subscribe to the City's Organic Waste collection services for all Organic Waste generated as described in Section 8.13.040(B). The City or its Designee shall have the right to review the number, type, color, and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Single-Family generators shall adjust its service level for its collection services as requested by the City or its Designee.
B. Shall participate in the City's Organic Waste collection service(s) by receiving Two-Container Collection Service and placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.
    1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; and Source Separated Recyclable Materials and Black Container Waste in the Black Container. Generators shall not place materials designated for the Black Container into the Green Container.

8.13.050 – Requirements for commercial businesses.

Generators that are Commercial Businesses, including Multiple-family Residential Premises, shall:

A. Subscribe to the City's Organic Waste collection services and comply with requirements of those services as described below in Section 8.13.050(B), except Commercial Businesses that meet the Self-Hauler requirements in Section 8.13.100 of this ordinance. The City or its Designee shall have the right to review the number, type, and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.

B. Except Commercial Businesses that meet the Self-Hauler requirements in Section 8.13.100 of this ordinance, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. Comply with the City's collection system disposal procedures, as applicable.
    a. For generators receiving Two-Container Collection Service, generator shall place Source Separate Green Container Organic Waste, including Food Waste, in the Green Container, and all other Solid Waste in the Black Container. Generator shall not place materials designated for the Black Container into the Green Container.
2. Supply and allow access to adequate number, size, type and location of collection containers with sufficient labels or colors (conforming with Sections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with the City's Green Container and Black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.13.100 of this ordinance.
3. Excluding Multiple-family Residential Premises, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
    a. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
    b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials

prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

4. Multiple-family Residential Premises are not required to comply with container placement requirements or labeling requirements in Section 3(b) pursuant to 14 CCR Section 18984.9(b).
5. To the extent practical through education, training, Inspection, and/or other measures, excluding Multiple-family Residential Premises , prohibit employees from placing materials in a container not designated for those materials per the City's Two-Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.13100.
6. Excluding Multiple-family Residential Premises Multiple , quarterly inspect Green Containers and Black Containers , as applicable, for Prohibited Container Contaminants and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Black Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
9. Provide or arrange access for the City or its Designee to their properties during all Inspections conducted in accordance with 8.13.120 of this ordinance, to confirm compliance with the requirements of this ordinance.
10. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 8.13.100 of this ordinance.
11. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.13.070 of this ordinance.

8.13.060 – Waivers for generators.

A. De Minimis Waivers – The City may waive a Commercial Business' obligation (including Multiple-family Residential Premises) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.13.060(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.13.060(A)(2) below.
2. Provide documentation that either:
    a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
    b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

B. Physical Space Waivers – The City may waive a Commercial Business' or property owner's obligations (including Multiple-family Residential Premises) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 8.13.050.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Director of Public Works specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

3. Provide written verification to Director of Public Works that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

8.13.070 – Requirements for commercial edible food generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:
   1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
   2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
   3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
   4. Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
   5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
      a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
      b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
      c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
         i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
         ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

6. No later than July 1st of each year commencing no later than July 1, 2022, for Tier One Commercial Edible Food Generators and July 1, 2024, for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 8.13.070(5)(c).

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.13.080 – Requirements for food recovery organizations and services.

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1, 2022.

E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

8.13.090 – Requirements for haulers and facility operators.

A. Notwithstanding the requirements under Section 8.12 (“Refuse Collection and Disposal”) of the City’s municipal code, exclusive and/or non-exclusive franchised hauler(s) providing Commercial, or industrial Organic Waste collection services to generators within the City’s boundaries shall also meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. For Two-Container Collection Service, transport Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.
3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and Section 15.04.010(a)(8).
4. Non-Exclusive franchised hauler(s) authorization to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement.

B. Requirements for Facility Operators and Community Composting Operations
1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.13.100 – Self Hauler Requirements

A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2 or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separate Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-

Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multiple-family Residential Premises) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
   (1) Delivery receipts and weight tickets from the entity accepting the waste.
   (2) The amount of material in cubic yards or tons transported by the generator to each entity.
   (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of materials but shall keep a record of the entities that received Organic Waste.

D. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 8.13.100(C).

8.13.110 – Procurement requirements for city departments, direct service providers, and vendors.

A. City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.

B. All vendors providing Paper Products and Printing, and Writing Paper shall:
   1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
   2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
   3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
5. Provide records to the City's Recycling Coordinator, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 8.13.110(B)(3) and 8.13.110(B)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

8.13.120 – Inspections and investigations.

A. The City's representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multiple-family Residential Premises), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.

B. Organic Waste Generators, Commercial Businesses (including Multiple-family Residential Premises), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

C. Any records obtained by the City during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations of Organic Waste Generators, Commercial Businesses (including Multiple-family Residential Premises), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.13.130 – Enforcement.

A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. <u>Responsible Entity for Enforcement</u>

1. Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.
    a. The City's Enforcement Official(s) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
    b. The City's Enforcement Official(s) may issue Notices of Violation(s).

D. Process for Enforcement

1. The City's Enforcement Officials or their designees will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 1 of 8.50.110 establishes the City's right to conduct Inspections and investigations.
2. The City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.
    a. For incidences of Prohibited Container Contaminants found by City in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 2 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s), every calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 8.13.120(E).
    b. In addition to 8.13.120(D)(3)(a), for incidences of Prohibited Container Contaminants found by a hauler in containers, hauler will issue a notice of contamination to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 2 days after determining that a violation has occurred. If a hauler observes Prohibited Container Contaminants in a generator's containers on more than two (2) occasion(s) every calendar year starting January 1, the hauler shall have the right to assess a contamination service charge on the generator to cover the additional costs of processing Contaminated Containers per the current franchise hauler rate schedule. The foregoing contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the hauler and the City to collect Organic Waste.

4. With the exception of violations of generator contamination of container contents addressed under Section 8.13.120(D)(3), the City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's ordinance contained in Section 8.13.130(K), List of Violations.

   Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations

The penalty levels for City-issued Notices of Violation are as follows:

1. For a first violation, the amount of the base penalty shall be $50 to $100 per violation.
2. For a second violation, the amount of the base penalty shall be $100 to $200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be $250 to $500 per violation.

F. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).
2. The violator's ability to pay.
3. The willfulness of the violator's misconduct.
4. Whether the violator took measures to avoid or mitigate violations of this chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the violator.

G. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 8.13.130 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this ordinance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

J. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 8.13.130, as needed. The foregoing shall not apply to violations arising from incidences where a hauler discovers Prohibited Container Contaminants found in containers.

K. Enforcement Table – List of Violations

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement Section 8.13.050	Failure of a Commercial Business to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of

Requirement	Description of Violation
	containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 8.13.040 and 8.13.050	Failure to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section 8.13.090	A hauler providing Residential, Commercial, or Industrial Organic Waste collection service must obtain an exclusive or nonexclusive franchise issued by the City to collect, haul, and/or transport Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 8.13.090	Failure to keep a record of or provide an exclusive or nonexclusive franchise agreement or other applicable documentation of approval to haul Organic Waste by the City, as prescribed by this ordinance.
Self-Hauler Requirement Section 8.13.100	Failure of a generator who is classified as Self-Hauler to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 8.13.070	Failure of a Tier One Commercial Edible Food Generator to arrange for and/or document recovery of the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 8.13.070	Failure of a Tier Two Commercial Edible Food Generator to arrange for and/or document recovery of the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 8.13.070	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.

Requirement	Description of Violation
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 8.13.050 and 8.13.070	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation under this ordinance.
Recordkeeping Requirements for Commercial Edible Food Generator Section 8.13.070	Failure of a Tier One or Tier Two Commercial Edible Food Generator to keep records, as prescribed by Section 8.13.070.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 8.13.080	Failure of a Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) to keep records, as prescribed by Section 8.13.080.

SECTION 4. SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional of otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 5. DECLARATION OF URGENCY. This Ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the City. The facts constituting the urgency of this ordinance's adoption are set forth in Section 2.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by four-fifths vote of the City Council pursuant to the authority granted under Government Code Sections 36934 and 36937.

SECTION 7. PUBLICATION. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 8th day of December, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 12

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney
Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Adopt Urgency Ordinance No. 2446 Amending Chapters 12.16 and 17.08 of the Montebello Municipal Code, Relating to Temporary Use Permits for Outdoor Intermodal Shipping Container Storage and Temporary Suspension of Zoning Restrictions for Such Storage**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Urgency Ordinance No. 2446 Amending Chapters 12.16 and 17.08 of the Montebello Municipal Code, Relating to Temporary Use Permits for Outdoor Intermodal Shipping Container Storage and Temporary Suspension of Zoning Restrictions for Such Storage; and

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

FISCAL IMPACT

The City will impose a Temporary Use Permit fee for intermodal shipping container storage for any individuals, businesses or organizations who request a temporary use permit to store intermodal shipping containers. This fee will be imposed in the following manner: (a) one thousand dollars ($1,000) per month each thirty (30) days of storage of one hundred (100) or less fewer containers, and (b) two thousand dollars ($2,000) per month each thirty (30) days for storage of more than one hundred (100+) containers. The TUP will only be issued once the associated fees are paid. The Community Development and Finance Departments will coordinate on developing a process for issuing the TUPs and collecting the requisite amount based on the number of containers and the length of storage time.

There is not estimate of revenue available at this time. Staff will monitor the permits issued and any additional revenue will be included in subsequent budget updates. All revenue generated will be deposited to the General Fund.

BACKGROUND

The nation is experiencing global disruptions to the goods movement supply chain, which have been intensified by changes and labor shortages in various industries during the COVID-19 pandemic and by recent increases in consumer demand. The port of Los Angeles and Long Beach move roughly 35 percent of all intermodal shipping containers in the United States. In California, the effects of this global disruption has caused intermodal shipping containers to dwell at the ports, on ships and on cargo trucks resulting in traffic and a shortage of warehouse storage space.

Governor Gavin Newsom signed an executive order on October 20, 2021, directing his administration to search for potential state-owned and other properties where intermodal shipping containers may be stored short-term to reduce the congestion caused by this national crisis as well as a more comprehensive long-term plan that will not be immediately effective.

Moreover, the Los Angeles and Long Beach harbor commissions voted to implement a 90-day "container excess dwell fee," beginning on November 1, 2021, that sets time limits on how long containers can stay at marine terminals. This fee program charges ocean carriers $100 per container and increases the fee by $100 per container per day until the cargo moves.

ENVIRONMENTAL

This Urgency Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly or indirectly. Government Code Section 65858 also provides that the City Council can adopt an urgency ordinance to protect the public safety, health and welfare of the City "[w]ithout following the procedures otherwise required prior to the adoption of a zoning ordinance."

DISCUSSION

Research and analysis by economists and business leaders throughout the United States has found that the shipping container crisis will not likely be resolved until well into the year 2022. While the movement of goods and supply chain management is within the power of the federal and State government, the City of Montebello can take action to reduce the congestion in LA County by providing an opportunity to apply for a temporary use permit for intermodal shipping container storage and not be restricted by zoning limitations for a temporary period.

California Government Code sections 36934, 36937 and 65858 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council. Government Code section 36934 provides that an urgency ordinance may be passed immediately upon introduction and either at a regular or special meeting. Furthermore, Government Code section 36937 states that an ordinance will take effect immediately if it is for the immediate preservation of the public peace, health or safety, containing a declaration of facts constituting the urgency, so long as it is passed by a four-fifths vote of the City Council.

Under Government Code section 65858 the City Council may adopt an urgency ordinance, by a four-fifths vote, without following the usually required procedures for the adoption of a zoning ordinance, so long as it is to protect the public safety, health and welfare of the City. If zoning restrictions are temporarily suspended for the storage of intermodal shipping containers throughout the City for which a temporary use permit is required, it will mitigate the threat of health and safety caused by shipping containers that are stacked unsafely in neighborhoods and trucks that are clogging the streets.

This urgency ordinance will be effective for 45-days from its date of adoption and may be extended by 10 months and 15 days by a properly noticed public hearing and a four-fifths vote by the City Council. Not more than two extensions may be adopted. City staff will analyze this issue during the next 45-day period to assess the current circumstances and develop effective solutions to address any impacts on the City of Montebello and on the surrounding areas. City staff will also create within the next 45-day period a comprehensive administrative approval process as well as a storage fee for temporary use permits granted for purposes of storing intermodal shipping containers.

SUMMARY

Staff recommends that the City Council adopt by a four-fifths vote the attached Urgency Ordinance amending Chapters 12.16 and 17.08 of the Montebello Municipal Code to add to Temporary Use Permit options the Outdoor Intermodal Shipping Container Storage. Impose a monthly fee and temporary 45-day suspension of all zoning restrictions for such storage.

ATTACHMENT (S):

A. Attachment A – Urgency Ordinance

ATTACHMENT A

ORDINANCE NO. 2446

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING CHAPTERS 12.16 AND 17.08 OF THE MONTEBELLO MUNICIPAL CODE, RELATING TO TEMPORARY USE PERMITS FOR OUTDOOR INTERMODAL SHIPPING CONTAINER STORAGE AND TEMPORARY SUSPENSION OF ZONING RESTRICTIONS FOR SUCH STORAGE; DECLARING THE URGENCY THEREOF; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

WHEREAS, the City desires to establish the storage of intermodal shipping containers as a use for which a temporary use permit may be granted by the City and a temporary suspension on zoning restrictions effecting the storage of such containers throughout the City; and

WHEREAS, there is currently a national emergency related to the supply and distribution of imported goods arriving in our nation's ports. The issue, brought on by the negative impact of the COVID-19 pandemic, has affected the City of Montebello as delays in offloading, storage, and distribution of goods into their destinations in the supply chain have been substantially delayed, creating national, regional and local economic impacts; and

WHEREAS, this national crisis is also partly caused by the labor shortages in the supply chain, including dock workers and truck drivers, increased consumer demand and higher shipping costs throughout the nation; and

WHEREAS, the Southern California ports of Long Beach and Los Angeles are struggling to handle record volumes of inbound cargo amid shortages of truck drivers and equipment, like trailers, needed to haul containers from docs to inland warehouses, rail hubs and distribution centers; and

WHEREAS, the federal government has allowed the port complex to operate 24-hours a day to attempt to get the goods unloaded and out to consumers as a result of the logjam of the cargo ships at the ports interrupting the global supply chain; and

WHEREAS, on October 20, 2021, amid global disruptions to the goods movement supply chain, Governor Gavin Newsom signed an executive order directing state agencies to identify additional ways to alleviate congestions at California ports and on California roads. This executive order also directs state agencies to identify state-owned properties and other locations that could be available to address short-term storage needs; and

WHEREAS, the Los Angeles and Long Beach Harbor Commissions voted to implement a 90-day "container excess dwell fee," beginning on November 1, 2021, that sets time limits on how long containers can stay at marine terminals. This fee program charges ocean carriers $100 per container and increases the fee by $100 per container per day until the cargo moves; and

WHEREAS, neighborhoods throughout Los Angeles County have congested streets with trucks that are hauling cargo containers backed up day and night as a result of the unprecedented backlog of ships waiting to unload at the Los Angeles and Long Beach ports; and

WHEREAS, research and analysis by economists and business leaders throughout the United States has found that the shipping container crisis will not likely be resolved until well into the year 2022; and

WHEREAS, there is a lack of industrial warehouse storage space in the region; and

WHEREAS, if zoning restrictions are temporarily suspended for the storage of intermodal shipping containers throughout the City for which a temporary use permit is required, it will mitigate the threat of health and safety caused by shipping containers that are stacked unsafely in neighborhoods and trucks that are clogging the streets; and

WHEREAS, California Government Code sections 36934, 36937 and 65858 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council.

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

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

SECTION 2. AMENDMENT; ADDITIONS. Section 12.16.010 "Require," of Chapter 12.16 "Temporary Permits For Outdoor Activities," of the Montebello Municipal Code is amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

CHAPTER 12.16
TEMPORARY PERMITS FOR OUTDOOR ACTIVITIES

12.16.010 Required.

A. Temporary permits shall be required for all of the activities enumerated in subsection B of this section, and all activities found by the council to be similar or related thereto, except those activities sponsored by the city, or sponsored by a school district if conducted on the premises of such district. The activities, being temporary in nature, possess characteristics of such unique and special form as to make impractical their operation without specific approval, upon such conditions as may be deemed appropriate, in the manner hereinafter set forth is this chapter.

B. No person shall sponsor, participate or engage in any of the following enumerated activities, without first obtaining a temporary use permit therefor, issued by the zoning administrator of the city;

1. Circuses;
2. Parades, other than defined in Section 12.17.030 of this code;
3. Carnivals;
4. Fairs;
5. Temporary outdoor exhibits of equipment, goods or services, excepting retail or wholesale sales permitted under the provisions of Title 17 of this code;
6. Inflatable signs or advertisements;
7. Tents, as defined in Section 2901 of the Fire Prevention Code when used for public occupancy;
8. Aircraft and helicopter landings and demonstrations, parachutist demonstrations;
9. Public demonstrations or gatherings of more than twenty-five people, other than defined in Section 12.17.030 of this code;
10. Outdoor entertainment including outdoor dancing and/or performance of music whether live or recorded for which a charge is made for admission or in conjunction with the consumption of alcoholic beverages; provided, that:
    a. No such permit shall be issued on any property classified in any of the R-zones, nor shall any location for such use be approved if the same is within seven hundred fifty feet of any lot which is utilized for residential purposes, and
    b. Issuance of a permit hereunder shall be deemed to be conditional upon the applicant providing all required customer parking on-site or within three hundred feet from the premises.

The duration of permits for the activities enumerated in subdivisions 1 through 10 of this subsection shall be limited to a period not to exceed seven consecutive calendar days and no more than one permit shall be issued to any organization or individual in any three-month period;

11. The indoor and outdoor sale of Christmas trees, except when such sales are in conjunction with an established commercial business, holding a valid city business license. The duration for this activity shall be for a period of not to exceed thirty consecutive calendar days in any one-year period;
12. Temporary contractor's storage yards, for use in conjunction with a construction project for or by a public agency or utility; provided, that:
    a. Such permits shall not be issued for periods in excess of ninety days. Such permits shall be subject to renewal if so required to permit completion of the project,
    b. Such yard permits shall only be issued if it is found that the location will be comparable with, and not cause a nuisance to adjacent properties,
    c. No such permit shall be issued on any property classified in any of the R-zones, nor shall any location for such use be approved if the same is within one hundred fifty feet of any lot which is utilized for residential purposes, and
    d. Issuance of a permit hereunder shall be deemed to be conditioned so as to require that the operation be maintained in a reasonably dust-free condition, and that the area of such use shall be fenced, for security purposes, subject to the approval of the building department;
13. Moving and/or estate sales conducted on weekends not designated as "garage sale weekends" as defined in Section 17.10.230 of this code shall not exceed three consecutive calendar days, and the fee for such activity shall be set by city council resolution;
14. Temporary signs as defined by Chapter 17.08 of this code.
    a. Temporary signs relating to the sale of residential units or lots shall be permitted for a period not to exceed six months, but upon application may be extended for a period not to exceed an additional six months,
    b. All other temporary signs shall be permitted as defined in Section 17.62.070(C) et seq. of this code.
15. Storage of intermodal shipping containers as defined by Section 17.08.366 of this code. A monthly fee will be charged by the City in the following manner: (a) one thousand dollars ($1,000) per month for storage of one hundred (100) or less intermodal shipping containers, and (b) two thousand dollars ($2,000) per month for storage of more than one hundred (100+) intermodal shipping containers.

C. The issuance of a temporary permit, pursuant to this chapter shall not be deemed a waiver of any requirement of any other provision of this code, except as provided in Section 17.08.366.

SECTION 3. **AMENDMENT; ADDITIONS.** Section 17.08.366 "Intermodal Shipping Container," will be added to Chapter 17.08 "Definitions," of the Montebello Municipal Code and will read as follows (deletions in strikethrough and additions in double underline):

CHAPTER 17.08
DEFINTIIONS

17.08.366 Intermodal Shipping Container.

"Intermodal shipping container" means an industrial, standardized, reusable portable vessel that was originally, specifically or formally designed for use in the packing, shipping or transportation of goods or commodities, and designed to be mounted on a rail car, truck or ship. Intermodal shipping containers are also known as metal cargo containers, steel cargo containers, shipping containers, freight containers, portable storage containers, cargo boxes or sea vans. The outdoor storage of intermodal shipping containers shall not be permitted in any zoning codes of the City of Montebello unless a temporary use permit is granted pursuant to Section 12.16.010. Beginning on December 8, 2021, a temporary 45-day suspension of all zoning restrictions will be imposed for the storage of intermodal shipping containers throughout the City for which a temporary use permit has been granted. This temporary suspension is subject to extension pursuant to Government Code Section 65858.

SECTION 4. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. **DECLARATION OF URGENCY**. This Ordinance is urgently required to provide a short-term solution for a shortage of intermodal shipping container storage, congestions of cargo trucks on the streets and unsafe stacking of shipping containers in neighborhoods in light of the national emergency related to the supply and distribution of imported goods arriving in out nation's ports. Delays in offloading, storage and distribution of goods to their destinations have created national, regional and local economic impacts. For these reasons, the establishment of a temporary use permit for storage of intermodal

shipping containers in the City of Montebello and a suspension on all zoning restrictions for the storage of such containers is immediately necessary.

SECTION 6. **EFFECTIVE DATE**. This Ordinance is an emergency Ordinance duly adopted by the City Council by a vote of at least four (4) of its members and shall take effect immediately pursuant to Government Code sections 36934, 36937 and 65858.

SECTION 7. PUBLICATION. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

APPROVED AND ADOPTED 8TH DAY OF DECEMBER, 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 8th day of December, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 13

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **AB 361 Findings**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

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

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

FISCAL IMPACT

None.

DISCUSSION

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

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

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

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

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

SUMMARY

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

ATTACHMENT (S):

None.

ITEM # 14

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

SUBJECT: **Approve the 2022 Dates for Special Quarterly City Council Study Sessions to Include a Special City Council Study Session to Discuss the Fiscal 2022-23 Budget**

DATE: December 8, 2021

RECOMMENDATION

It is recommended that the City Council:

1) Approve the proposed 2022 calendar year dates establishing special quarterly City Council Study Sessions and approve an additional City Council Study Session date to discuss the Fiscal Year 2022-23 budget process.

BACKGROUND

Throughout the year, multiple topics arise that require additional time for staff to research and discuss with City Council to allow for in-depth presentations on subject matters that have been introduced by City Council members during City Council meetings or items requested by the City Manager for further dialogue. A common practice in municipal operations is to utilize study sessions to agendize items to provide comprehenseive information to the City Council and answer their questions to clarify issues. Study Sessions provide a setting for informal discussions between staff and the City Council to discuss specific programs, projects or policies. City Council does not take formal action on the items, however, City Council can give staff direction to agendize an item at a future regular City Council meeting for formal action.

Staff is requesting that the City Council approve the proposed City Council Study Session dates for the 2022 calendar year. These City Council Study Sessions will be properly noticed in accordance with Public Noticing requirements. Scheduling these meetings serves as a planning tool and will only occur if items need to be discussed in this setting. If no items need to be discussed, the City Council will be advised that the meeting will be cancelled with advanced notice. The meetings are expected to last no more than three hours and are scheduled for non-City Council meeting dates.

These special study sessions are in addition to the regularly scheduled City Council meetings, and serve to further the City's commitment to transparency and providing ample opportunities for community input and feedback on any number of issues, projects, etc.

SUMMARY

The City Council will consider the approval of the following dates for the 2022 calendar year.

Proposed Quarterly City Council Study Session dates:

- Wednesday, March 2, 2022
- *Friday, April 1, 2022 – Special City Council Study Session to discuss FY 2022-23 budget process.
- Wednesday, June 1, 2022
- Wednesday, September 21, 2022
- Wednesday, December 7, 2022

FISCAL IMPACT

There is no fiscal impact to this action of establishing dates for City Council Study Sessions.

ATTACHMENT(S)

None.

ITEM # 15

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Beach Street Pavement and Storm Drain Rehabilitation Project - Phase 1 (From Vail Avenue to 5th Street), CP No. 883 – Award of Construction Contract**

DATE: December 8, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Award a Construction Contract for C.P. No. 883 – Beach Street Pavement Project - Phase 1 in the amount of $926,849 to Gentry Brothers, Inc.; and

2) Authorize the Director of Public Works to review and approve change orders within a 15% contingency of the contract amount as recommended by the City Engineer; and

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

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

FISCAL IMPACT

The Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget approved by the City Council at the June 23, 2021 meeting includes a total amount of $1,450,000 for the Beach Street Pavement and Storm Drain Rehabilitation Project, Phase 1 (Vail Avenue to 5th Street). The Project is funded entirely from the Road Maintenance and Rehabilitation Act (SB1) (Fund 201).

The project is fully funded at this time and no additional appropriations are recommended.

BACKGROUND

The Beach Street Pavement and Storm Drain Rehabilitation Project (Phase 1 and Phase 2) limits are from Vail Avenue to the Rio Hondo Channel and includes the removal and reconstruction of existing damaged concrete sidewalks, curb and gutters, cross gutters, concrete driveway approaches and concrete curb ramps. The project also includes cold milling and reconstruction of the existing asphalt concrete (AC) pavement, and the replacement of a deteriorated storm drain line, undersized catch basins, and manholes from 4th Street to the Rio Hondo Channel. Additionally, the hydrology study completed for the project recommended extension of the storm drain to the intersection of Beach Street and 5th Street.

The storm drain discharges to the Rio Hondo Spreading Grounds under the jurisdiction of the Los Angeles County Flood Control District and operated by the Los Angeles County Department of Public Works (LACDPW). Upon initial consultation for the required permit application, LACDPW informed the City that discharges directly to spreading grounds are no longer allowed due to storm water quality regulations. The replacement of the storm drain will require extension within the spreading grounds property to discharge directly to the Rio Hondo Channel. In order to avoid delaying the entire project, the project was split into two phases allowing the majority of the pavement reconstruction to be completed while the storm drain design and permitting are resolved. Phase 1 is from 5th Street to the western end of the project at Vail Avenue.

On September 8, 2021, the City Council approved the Project plans and specifications for Phase 1 as prepared by West & Associates and authorized the Public Works Department to advertise the Project for public bidding.

The Notice Inviting Bids was published in the local newspaper on September 16, 2021. The notice, the plans and specifications were posted on Planet Bids for review and download.

On October 13, 2021 at 10:00 AM, ten (10) bids were received and opened publicly, as follows:

Gentry Brothers, Inc.	$ 926,849
Sequel Contractors, Inc.	$ 929,300
ONYX Paving Co.	$ 996,000
All American Asphalt	$ 1,031,890
Hardy & Harper, Inc.	$ 1,050,000
Shawnan	$ 1,067,000
EC Construction Co.	$ 1,080,262
Excel Paving	$ 1,098,280
Sully-Miller Contracting Company	$ 1,220,735

The bids were analyzed and Gentry Brothers, Inc. was determined to be the lowest responsive and responsible bidder. Award of a construction contract to Gentry Brothers, Inc. is recommended.

ANALYSIS

The total amount allocated for this project in the Fiscal Year 2021-22 CIP Budget is $1,450,000. A summary of projected costs is as follows:

$	926,849	Construction Low Bid
$	139,027	Contingency (15%)
$	**1,065,876**	**Total**

ENVIRONMENTAL

On September 8, 2021, the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the filling of the Notice of Exemption.

SUMMARY

Upon approval of the recommended actions, staff will execute the contract agreement with Gentry Brothers, Inc. and coordinate the completion of the Project. Sufficient appropriations exist in various accounts – based on allocated funding source – and therefore no budget amendments are needed.

ATTACHMENT (S):

A. Attachment A – Bid Summary
B. Attachment B – Construction Contract Agreement

ATTACHMENT A

City of Montebello
Department of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640
(323) 887-4555

BID SUMMARY

BEACH STREET PAVEMENT REHABILITATION PROJECT

FY 2021-2022

CP 883, RFB #21-32

October 13, 2021

ITEM No.	BID ITEM	UNITS	QTY.	Bidder No. 1 Gentry Brothers, Inc. BID PRICE	Bidder No. 1 TOTAL AMT.	Bidder No. 2 Sequel Contractors, Inc. BID PRICE	Bidder No. 2 TOTAL AMT.	Bidder No. 3 ONYX Paving Co. BID PRICE	Bidder No. 3 TOTAL AMT.	Bidder No. 4 All American Asphalt BID PRICE	Bidder No. 4 TOTAL AMT.	Bidder No. 5 Hardy & Harper, Inc BID PRICE	Bidder No. 5 TOTAL AMT.	Bidder No. 6 Shawnan BID PRICE	Bidder No. 6 TOTAL AMT.	Bidder No. 7 EC Construction Co BID PRICE	Bidder No. 7 TOTAL AMT.	Bidder No. 8 Excel Paving BID PRICE	Bidder No. 8 TOTAL AMT.	Bidder No. 9 Sully-Miller Contracting Company BID PRICE	Bidder No. 9 TOTAL AMT.
1	Traffic Control	1	LS	$ 99,028.60	$ 99,028.60	$ 40,000.00	$ 40,000.00	$ 123,000.00	$ 123,000.00	$ 115,000.00	$ 115,000.00	$ 66,645.00	$ 66,645.00	$ 242,560.00	$ 242,560.00	$ 25,000.00	$ 25,000.00	$ 139,800.00	$ 139,800.00	$ 45,000.00	$ 45,000.00
2	Remove (Grind) AC Pavement & Subgrade. Full Street Width. Depth of 7"	95,000	SF	$ 1.00	$ 95,000.00	$ 0.85	$ 80,750.00	$ 1.00	$ 95,000.00	$ 1.05	$ 99,750.00	$ 0.95	$ 90,250.00	$ 0.50	$ 47,500.00	$ 1.07	$ 101,650.00	$ 0.84	$ 79,800.00	$ 1.40	$ 133,000.00
3	Remove (Grind) AC Pavement & Subgrade. Full Street Width. Depth of 5"	28,000	SF	$ 0.90	$ 25,200.00	$ 0.65	$ 18,200.00	$ 0.69	$ 19,320.00	$ 0.75	$ 21,000.00	$ 0.80	$ 22,400.00	$ 0.30	$ 8,400.00	$ 1.12	$ 31,360.00	$ 0.82	$ 22,960.00	$ 1.50	$ 42,000.00
4	Remove (Grind) AC Pavement. Full Street Width. Depth of 2"	62,000	SF	$ 0.35	$ 21,700.00	$ 0.25	$ 15,500.00	$ 0.33	$ 20,460.00	$ 0.25	$ 15,500.00	$ 0.35	$ 21,700.00	$ 0.10	$ 6,200.00	$ 0.62	$ 38,440.00	$ 0.47	$ 29,140.00	$ 0.75	$ 46,500.00
5	Remove & Replace Driveway Approach	4,200	SF	$ 9.00	$ 37,800.00	$ 12.00	$ 50,400.00	$ 10.20	$ 42,840.00	$ 16.00	$ 67,200.00	$ 19.00	$ 79,800.00	$ 9.00	$ 37,800.00	$ 12.00	$ 50,400.00	$ 17.00	$ 71,400.00	$ 16.00	$ 67,200.00
6	Remove & Replace Existing Curb Ramp (SSPWC 111-5)	14	EA	$ 4,000.00	$ 56,000.00	$ 5,500.00	$ 77,000.00	$ 4,444.00	$ 62,216.00	$ 5,200.00	$ 72,800.00	$ 6,400.00	$ 89,600.00	$ 3,000.00	$ 42,000.00	$ 4,500.00	$ 63,000.00	$ 4,300.00	$ 60,200.00	$ 4,700.00	$ 65,800.00
7	Place ADA Truncated Dome Pad on Existing Curb Ramp	9	EA	$ 500.00	$ 4,500.00	$ 1,000.00	$ 9,000.00	$ 555.00	$ 4,995.00	$ 1,200.00	$ 10,800.00	$ 675.00	$ 6,075.00	$ 900.00	$ 8,100.00	$ 405.00	$ 3,645.00	$ 700.00	$ 6,300.00	$ 630.00	$ 5,670.00
8	Remove and Replace 14-Foot (W) X 3-Inch (H) Speed Hump per LACDPW Standards (C2-PG-64-10)	4	EA	$ 2,000.00	$ 8,000.00	$ 3,500.00	$ 14,000.00	$ 2,700.00	$ 10,800.00	$ 2,150.00	$ 8,600.00	$ 2,800.00	$ 11,200.00	$ 2,000.00	$ 8,000.00	$ 1,580.00	$ 6,320.00	$ 2,000.00	$ 8,000.00	$ 2,300.00	$ 9,200.00
9	Adjust Existing Manhole Cover to Finished Grade	25	EA	$ 600.00	$ 15,000.00	$ 450.00	$ 11,250.00	$ 1,000.00	$ 25,000.00	$ 985.00	$ 24,625.00	$ 950.00	$ 23,750.00	$ 800.00	$ 20,000.00	$ 1,065.00	$ 26,625.00	$ 700.00	$ 17,500.00	$ 1,150.00	$ 28,750.00
10	Adjust Existing Valve Cover to Finished Grade	40	EA	$ 110.00	$ 4,400.00	$ 125.00	$ 5,000.00	$ 200.00	$ 8,000.00	$ 75.00	$ 3,000.00	$ 240.00	$ 9,600.00	$ 300.00	$ 12,000.00	$ 100.00	$ 4,000.00	$ 300.00	$ 12,000.00	$ 1,225.00	$ 49,000.00
11	Remove & Replace Existing Traffic Loop Detectors	8	EA	$ 450.00	$ 3,600.00	$ 1,000.00	$ 8,000.00	$ 500.00	$ 4,000.00	$ 475.00	$ 3,800.00	$ 500.00	$ 4,000.00	$ 300.00	$ 2,400.00	$ 525.00	$ 4,200.00	$ 465.00	$ 3,720.00	$ 560.00	$ 4,480.00
12	Grind Raised Edge on Sidewalk	5	EA	$ 250.00	$ 1,250.00	$ 800.00	$ 4,000.00	$ 400.00	$ 2,000.00	$ 500.00	$ 2,500.00	$ 400.00	$ 2,000.00	$ 400.00	$ 2,000.00	$ 500.00	$ 2,500.00	$ 700.00	$ 3,500.00	$ 525.00	$ 2,625.00
13	Grind Existing Tree Roots	8	EA	$ 400.00	$ 3,200.00	$ 450.00	$ 3,600.00	$ 550.00	$ 4,400.00	$ 510.00	$ 4,080.00	$ 600.00	$ 4,800.00	$ 700.00	$ 5,600.00	$ 750.00	$ 6,000.00	$ 500.00	$ 4,000.00	$ 600.00	$ 4,800.00
14	Remove Existing Tree & Stump	5	EA	$ 850.00	$ 4,250.00	$ 3,500.00	$ 17,500.00	$ 1,200.00	$ 6,000.00	$ 815.00	$ 4,075.00	$ 900.00	$ 4,500.00	$ 2,000.00	$ 10,000.00	$ 1,700.00	$ 8,500.00	$ 800.00	$ 4,000.00	$ 970.00	$ 4,850.00
15	Remove & Replace Existing Curb & Gutter	300	LF	$ 60.00	$ 18,000.00	$ 100.00	$ 30,000.00	$ 44.00	$ 13,200.00	$ 65.00	$ 19,500.00	$ 75.00	$ 22,500.00	$ 60.00	$ 18,000.00	$ 85.00	$ 25,500.00	$ 81.00	$ 24,300.00	$ 75.00	$ 22,500.00
16	Remove & Replace Existing Cross Gutter and Spandrel	4,200	SF	$ 12.00	$ 50,400.00	$ 22.00	$ 92,400.00	$ 14.24	$ 59,808.00	$ 18.00	$ 75,600.00	$ 19.00	$ 79,800.00	$ 12.00	$ 50,400.00	$ 16.90	$ 70,980.00	$ 24.00	$ 100,800.00	$ 24.00	$ 100,800.00
17	Remove & Replace Existing Sidewalk	2,400	SF	$ 9.00	$ 21,600.00	$ 9.50	$ 22,800.00	$ 7.27	$ 17,448.00	$ 9.00	$ 21,600.00	$ 9.00	$ 21,600.00	$ 12.00	$ 28,800.00	$ 10.00	$ 24,000.00	$ 12.00	$ 28,800.00	$ 10.00	$ 24,000.00
18	Construct 5" AC Base. B-PG-64-10	3,000	TON	$ 73.00	$ 219,000.00	$ 65.00	$ 195,000.00	$ 72.27	$ 216,810.00	$ 69.00	$ 207,000.00	$ 77.00	$ 231,000.00	$ 61.00	$ 183,000.00	$ 91.36	$ 274,080.00	$ 74.00	$ 222,000.00	$ 88.00	$ 264,000.00
19	Construct 3" AC Base. B-PG-64-10	540	TON	$ 73.00	$ 39,420.00	$ 65.00	$ 35,100.00	$ 72.27	$ 39,025.80	$ 69.00	$ 37,260.00	$ 77.00	$ 41,580.00	$ 61.00	$ 32,940.00	$ 91.36	$ 49,334.40	$ 74.00	$ 39,960.00	$ 94.00	$ 50,760.00
20	Construct 2" AC Overlay. C2 PG 64-10	2,300	TON	$ 73.00	$ 167,900.00	$ 66.00	$ 151,800.00	$ 72.27	$ 166,221.00	$ 75.00	$ 172,500.00	$ 73.00	$ 167,900.00	$ 61.00	$ 140,300.00	$ 91.36	$ 210,128.00	$ 73.00	$ 167,900.00	$ 88.00	$ 202,400.00
21	Replace Traffic Striping, Markings, Curb Painting, House Addresses	1	LS	$ 12,000.00	$ 12,000.00	$ 18,000.00	$ 18,000.00	$ 24,176.20	$ 24,176.20	$ 11,300.00	$ 11,300.00	$ 11,500.00	$ 11,500.00	$ 17,000.00	$ 17,000.00	$ 12,600.00	$ 12,600.00	$ 21,000.00	$ 21,000.00	$ 13,600.00	$ 13,600.00
22	Install Public Improvement Project Signs	8	EA	$ 700.00	$ 5,600.00	$ 1,000.00	$ 8,000.00	$ 1,000.00	$ 8,000.00	$ 1,300.00	$ 10,400.00	$ 1,600.00	$ 12,800.00	$ 1,500.00	$ 12,000.00	$ 500.00	$ 4,000.00	$ 400.00	$ 3,200.00	$ 850.00	$ 6,800.00
23	Construction Survey & Monument Restoration	1	LS	$ 6,000.00	$ 6,000.00	$ 12,000.00	$ 12,000.00	$ 13,280.00	$ 13,280.00	$ 14,000.00	$ 14,000.00	$ 15,000.00	$ 15,000.00	$ 127,000.00	$ 127,000.00	$ 33,000.00	$ 33,000.00	$ 18,000.00	$ 18,000.00	$ 17,000.00	$ 17,000.00
24	Provide Material Testing Services	1	LS	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
	TOTAL BASE BID				$ 926,848.60		$ 929,300.00		$ 996,000.00		$ 1,031,890.00		$ 1,050,000.00		$ 1,067,000.00		$ 1,080,262.40		$ 1,098,280.00		$ 1,220,735.00

BID ALTERNATIVE SCHEDULE

ITEM No.	BID ITEM	UNITS	QTY.	Bidder No. 1 Gentry Brothers, Inc. BID PRICE	Bidder No. 1 TOTAL AMT.	Bidder No. 2 Sequel Contractors, Inc. BID PRICE	Bidder No. 2 TOTAL AMT.	Bidder No. 3 ONYX Paving Co. BID PRICE	Bidder No. 3 TOTAL AMT.	Bidder No. 4 All American Asphalt BID PRICE	Bidder No. 4 TOTAL AMT.	Bidder No. 5 Hardy & Harper, Inc BID PRICE	Bidder No. 5 TOTAL AMT.	Bidder No. 6 Shawnan BID PRICE	Bidder No. 6 TOTAL AMT.	Bidder No. 7 EC Construction Co BID PRICE	Bidder No. 7 TOTAL AMT.	Bidder No. 8 Excel Paving BID PRICE	Bidder No. 8 TOTAL AMT.	Bidder No. 9 Sully-Miller Contracting BID PRICE	Bidder No. 9 TOTAL AMT.
1a	Traffic Control	1	LS	$ 10,333.00	$ 10,333.00	$ 33,800.00	$ 33,800.00	$ 21,340.70	$ 21,340.70	$ 25,000.00	$ 25,000.00	$ 17,450.00	$ 17,450.00	$ 147,000.00	$ 147,000.00	$ 5,000.00	$ 5,000.00	$ 27,000.00	$ 27,000.00	$ 8,350.00	$ 8,350.00
4a	Remove (Grind) AC Pavement. Full Street Width. Depth of 2"	42,000	SF	$ 0.35	$ 14,700.00	$ 0.40	$ 16,800.00	$ 0.33	$ 13,860.00	$ 0.65	$ 27,300.00	$ 0.70	$ 29,400.00	$ 0.20	$ 8,400.00	$ 0.65	$ 27,300.00	$ 0.52	$ 21,840.00	$ 0.87	$ 36,540.00
5a	Remove & Replace Driveway Approach	800	SF	$ 9.00	$ 7,200.00	$ 35.00	$ 28,000.00	$ 10.20	$ 8,160.00	$ 32.00	$ 25,600.00	$ 32.00	$ 25,600.00	$ 28.00	$ 22,400.00	$ 20.00	$ 16,000.00	$ 26.00	$ 20,800.00	$ 28.25	$ 22,600.00
9a	Adjust Existing Manhole Cover to Finished Grade	10	EA	$ 600.00	$ 6,000.00	$ 800.00	$ 8,000.00	$ 1,000.00	$ 10,000.00	$ 1,300.00	$ 13,000.00	$ 1,250.00	$ 12,500.00	$ 1,200.00	$ 12,000.00	$ 1,065.00	$ 10,650.00	$ 800.00	$ 8,000.00	$ 1,380.00	$ 13,800.00
10a	Adjust Existing Valve Cover to Finished Grade	25	EA	$ 110.00	$ 2,750.00	$ 125.00	$ 3,125.00	$ 200.00	$ 5,000.00	$ 105.00	$ 2,625.00	$ 440.00	$ 11,000.00	$ 500.00	$ 12,500.00	$ 100.00	$ 2,500.00	$ 350.00	$ 8,750.00	$ 320.00	$ 8,000.00
20a	Construct 2" AC Overlay. C2 PG 64-10	590	TON	$ 73.00	$ 43,070.00	$ 90.00	$ 53,100.00	$ 72.27	$ 42,639.30	$ 95.00	$ 56,050.00	$ 95.00	$ 56,050.00	$ 97.00	$ 57,230.00	$ 105.50	$ 62,245.00	$ 120.00	$ 70,800.00	$ 134.00	$ 79,060.00
21a	Replace Traffic Striping, Markings, Curb Painting, House Addresses	2	EA	$ 1,100.00	$ 2,200.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00	$ 1,030.00	$ 2,060.00	$ 1,500.00	$ 3,000.00	$ 4,700.00	$ 9,400.00	$ 1,100.00	$ 2,200.00	$ 300.00	$ 600.00	$ 1,425.00	$ 2,850.00
24a	Provide Material Testing Services	1	LS	$ 2,500.00	$ 2,500.00	$ 10,000.00	$ 10,000.00	$ 7,000.00	$ 7,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 1,745.00	$ 1,745.00
	TOTAL ALTERNATIVE BID				$ 88,753.00		$ 154,825.00		$ 111,000.00		$ 161,635.00		$ 165,000.00		$ 273,930.00		$ 128,895.00		$ 167,790.00		$ 172,945.00
	Bid Bond Received			YES		YES		NA		YES		YES		NA		YES		NA		YES	

CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT

THIS STANDARD PUBLIC WORKS AGREEMENT (**"AGREEMENT"**) is dated **December 08, 2021** for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the "CITY") and **GENTRY BROTHERS, INC.** whose address is **384 Live Oak Ave, Irwindale, CA 91706**.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before **September 16, 2021** for the work of removal and reconstruction of existing concrete sidewalks, curb and gutters, cross gutters, concrete driveway approaches and concrete curb ramps from Vail Avenue to 5th street, also including cold milling and reconstruction of the existing asphalt concrete (AC) pavement, (**BEACH STREET PAVEMENT REHABILITATION PROJECT).**

WHEREAS, on **December 08, 2021**, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

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

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the "Contract Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

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

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums

7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

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

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of **$926,848.60**, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with section 7 of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60)

days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

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

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **forty-five (45)** Working Days from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

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

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

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

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

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

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

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

Sec. 8.2. Ineligible Contractor Prohibited.

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

Sec. 8.3. Compliance with SB 854 Registration.

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

Sec. 8.4. Trench and Pipeline Safety.

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

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall

reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

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

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

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

Sec. 8.9. Payroll Records.

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

Sec. 8.10. Employment of Apprentices.

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

Sec. 8.11. Records Audit

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

SEC. 9. PREVAILING WAGES

A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at https://sam.gov/wage-determination/CA20210022/18 and the Project site.

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

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

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

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

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty,

or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

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

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

SEC. 12. INSURANCE REQUIREMENTS.

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

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of five hundred dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of $375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

(1) Informal negotiation between the CITY and CONTRACTOR.

(2) Mediation with the CONTRACTOR.

(3) Court mandated Arbitration.

(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

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

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.

2. CITY must respond within 45 days as to which claims are disputed and undisputed.

3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.

4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.

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

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

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

Sec. 15.2 Termination for Default.

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

Sec. 15.3 Waiver of Remedies for any Breach.

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

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

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

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

SEC. 18. NOTICE OF COMPLETION.

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

SEC. 19. AUTHORITY.

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

SEC. 20. ENTIRE CONTRACT.

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

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

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

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: Director of Public Works / City Engineer

To CONTRACTOR: _____
_____
_____
_____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

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

SEC. 25. CUMULATIVE REMEDIES.

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

SEC. 26. COUNTERPARTS.

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

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

CITY OF MONTEBELLO By: _____ Mayor Date: _____ ATTEST: _____ City Clerk APPROVED AS TO FORM _____ City Attorney	CONTRACTOR By: _____ Date: _____ By: _____ Date: _____

EXHIBIT "A"
INSURANCE REQUIREMENTS

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

1. **Comprehensive General Liability and Automobile Liability Insurance Coverage.**

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

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

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

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

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

2. **Automobile Liability.**

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

3. **Worker's Compensation.**

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

4. **Additional Insureds.**

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

5. **Notice of Cancellation.**

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

6. **Severability Clause.**

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

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

7. **Qualifications of Insurer.**

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

8. **Approval of Insurer.**

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

9. **Payment of Premiums.**

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

10. **Evidence of Insurance and Claims.**

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

FAITHFUL PERFORMANCE BOND

FOR

Beach Street Rehabilitation Project
Phase 1
(From Vail Avenue to 5th Street)

FY 2020/2021
C.P. No. 883

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

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

APPROVED AS TO FORM:

_____
City Attorney

LABOR AND MATERIAL PAYMENT BOND

FOR

Beach Street Rehabilitation Project
Phase 1
(From Vail Avenue to 5th Street)

FY 2020/2021
C.P. No. 883

KNOW ALL MEN BY THESE PRESENTS:

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

_____

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

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

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

_____
_____
_____

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

_____
_____
_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development

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

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

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

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

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

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

APPROVED AS TO FORM:

_____
City Attorney

ITEM # 16

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: Fernando Pelaez, Fire Chief
James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approval of Emergency Purchase of Generators for Fire Station Nos. 56 and 57**

DATE: December 8, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Determine and find that existing unreliable backup generators for the City of Montebello's Emergency Communications System pose a serious and eminent threat to public safety in the event of a power outage; and

2) By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure in accordance with California Public Contract Code Section 22050 and Montebello Municipal Code Chapter, 3.20.050(C), for the purchase and installation of replacement generators; and

3) Authorize the City Manager to execute agreements for the purchase and installation of replacement backup generators for the City of Montebello Fire Station Nos. 56 and 57; and

4) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $149,781 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery and Equipment) and $55,398 in the Transit Fund, Account No. 600-90-900-6010.10 (Transit Administration, Machinery and Equipment; and

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

FISCAL IMPACT

The total cost for the purchase and installation of the generators, including contingency, is in the amount not-to-exceed $205,179**.** The total cost will be shared by the Transit

Enterprise Fund and the General Fund. City Council is also being asked to amend the Fiscal Year 2021-22 budget by increasing appropriations by $149,781 in the Fire Department's Communications Division Budget (Account No. 100-85-880-6010.10) and $55,398 in the Transit Department's Administration Budget (Account No. 600-90-900-6010.10), for a total increase of $205,179 in appropriations. The split of projected costs is based on the 2018 Cost Allocation Plan (73% / 27% General Fund / Transit Fund).

BACKGROUND

The City of Montebello's Emergency Communications Systems are controlled by several communication sites throughout the City and surrounding communities. This network of communication sites includes seven (7) locations regionally. Critical communication equipment is located at Fire Station No. 56 (1166 S. Greenwood Avenue) and at Fire Station No. 57 (2950 W. Via Acosta). These locations support 911 communication coverage to Montebello and surrounding local area agencies.

In addition, the Montebello Fire Department is part of the Inter-agency Communications Interoperability (ICI) System that has created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles and beyond that will guarantee the ability to quickly respond to emergencies. Currently, the Fire Department's radio infrastructure is providing wider coverage, enhanced service, and supports the maintenance to the radio system access and equipment. This system primarily supports police, firefighters, paramedics and other emergency responders of various agencies in Los Angeles County.

The communications system provides support to nine (9) cities, including seven (7) Radio Frequency Remote Sites, one (1) Prime Site, and two (2) Dispatch Sites: Police Department (6 Consoles) and Transit (2 Consoles). The communication radio system supports over 1,500 radios that include the City's Police, Fire and Transit Departments.

Emergency communications equipment at Fire Station Nos. 56 and 57 are powered directly by grid power with a backup generator and battery systems to ensure continuity of service during power outages or other unforeseen loss of power. The backup power also ensures that the system's network monitoring capabilities remain functional and provide critical digital oversight to ensure radios remain operable and functional to meet the City's communication requirements while providing adequate warranty coverage for all Interoperable Radio System Subscribers.

The generators at Fire Station Nos. 56 and 57 are at the end of their useful life, and need to be replaced as soon as possible. Loss of power represents a critical threat to essential emergency services. The Fire Department recently experienced such a "loss of power" event. The generator did not start during a power outage and fire vehicles were unable to exit the fire station because the electrical rollup gates were inoperable, adding a delay to their response since the gates had to be opened manually. Currently, any loss of power at the fire stations could result in a complete loss of the radio system and prevent doors and gates from opening to allow fire engines to exit for emergency calls.

ANALYSIS

Staff from the Fire Department and Facility Maintenance Division of Public Works solicited estimates from a reputable vendor, Total Online Protection, to replace the backup generators (Attachment A). The system components needed for replacement include new Kohler diesel generators, transfer switches, all applicable electrical and communications components, removal of existing equipment, and proper disposal of old generators and electrical equipment. The proposed components are designed to keep the system running for up to 24 hours without interruption to emergency communication services and can be refueled for longer outages.

Staff is recommending the purchase and installation from Total Online Protection, in the total amount of $186,526. This price includes professional installation of the system and all components referenced above. Staff is also recommending a ten percent (10%) allowable contingency for the project to address any unforeseen issues that may arise during the install of the replacement generators ($18,653). This brings the total purchase and installation cost to a not-to-exceed amount of $205,179.

Due to the critical and emergency nature of the communication components and risk associated with loss of power and subsequent loss of communication at Fire Station Nos. 56 and 57, staff is recommending that the City Council permit staff to forego formal bidding procedures in accordance with California Public Contract Code Section 22050 and Montebello Municipal Code Chapter, 3.20.050(C). .

SUMMARY

The City Council is being asked to consider authorizing the City Manager to approve the purchase and installation of replacement backup generators at Fire Station Nos. 56 and 57 utilizing the emergency purchasing process per California Public Contract Code and the City's Municipal Code. The proposed purchase complies with the City's procurement policy and California Public Contract Code allowing the City to secure goods and/or services without the formal bidding process when the City Council finds by a four-fifths vote that it would be impractical, useless, or uneconomical in such instance to follow the formal procurement procedures, and that the welfare of the public would be promoted by dispensing with the same.

The City Council will also consider amending the adopted Fiscal Year 2021-22 budget by increasing appropriations by $205,179, split between the Transit Fund and General Fund (Account Nos. 100-85-880-6010.10 [$149,781] and 600-90-900-6010.10 [$55,398]).

ATTACHMENT

A. Attachment A – Estimates from Total Online Protection

ATTACHMENT A

Total Online Protection
27475 Ynez Rd #370
Temecula, CA 92591 US
+1 8002658262
customer@top-pwr.com
www.totalonlineprotection.com

Quote

ADDRESS
City of Montebello
1700 West Victoria Ave.
Montebello Ca. 90640

SHIP TO
Montebello Fire Station
2950 W. Via Acosta
Montebello Ca. 90640

QUOTE # QN 2564
DATE 11/12/2021
EXPIRATION DATE 12/12/2021

SALES
jolivas@top-pwr.com

PRODUCT	ACTIVITY	QTY	RATE	AMOUNT
	Systems (1) Kohler model 30REOZK diesel powered generator rated at 31 KW, 1.0 PF, 31 KVA 120/240 volt single phase, 3 wire, 60 hertz, outdoor in weatherproof sound attenuated enclosure with 87 gallon subbase diesel fuel tank rated for 24 hours at full load.	1	58,070.00	58,070.00T
	Systems (1) Kohler model KCS-DFNA-0150S automatic transfer switch, rated at 150 amps, 240 volt, single phase, 3wire, 2 pole, solid neutral in Nema 1 cabinet for indoor mounting.	1	0.00	0.00T
	Labor Removal, delivery and installation of new Generator, ATS and Indoor Fuel Day Tank.	1	9,150.00	9,150.00
	Labor Start-up, testing and commissioning of new system.	1	5,700.00	5,700.00
	Labor New Electrical Installation	1	9,125.00	9,125.00

We thank you for the opportunity to provide you with this quotation. We look forward to doing business with your company.
**Total Online Protection LLC terms and conditions govern this proposal and any purchase order or order submitted to Total Online Protection LLC pursuant thereto. Additional or different terms proposed by buyer are hereby rejected unless expressly agreed to in writing by Total Online Protection LLC.

SUBTOTAL	82,045.00
TAX	5,952.18
TOTAL	**$87,997.18**

Accepted By

Accepted Date

Total Online Protection
27475 Ynez Rd #370
Temecula, CA 92591 US
+1 8002658262
customer@top-pwr.com
www.totalonlineprotection.com

Quote

ADDRESS
City of Montebello
1700 West Victoria Ave.
Montebello Ca. 90640

SHIP TO
Montebello Fire Station
1166 S. Greenwood Ave.
Montebello Ca. 90640

QUOTE # QN 2563
DATE 11/12/2021
EXPIRATION DATE 12/12/2021

SALES
jolivas@top-pwr.com

PRODUCT	ACTIVITY	QTY	RATE	AMOUNT
	Systems Kohler 80REOZJF 80 KW / 100 KVA 208/120 volt 3 phase 4 wire diesel generator	1	70,358.00	70,358.00T
	Systems 60 gallon indoor day tank with pumps and controller	1	0.00	0.00T
	Systems Kohler KCS-DCVA-0260S Automatic Transfer Switch 3 phase four wire 4 pole in Nema 1 rated cabinet	1	0.00	0.00T
	Labor Removal, installation and delivery of new Generator, ATS and Indoor Fuel Day Tank..	1	9,150.00	9,150.00
	Labor Start-up, Testing and Commissioning to include load bank testing	1	5,700.00	5,700.00
	Labor Installation to include electrical wiring ****This Quote Does Not Include AQMD Permit****	1	6,110.00	6,110.00

We thank you for the opportunity to provide you with this quotation.
We look forward to doing business with your company.

SUBTOTAL	91,318.00
TAX	7,211.70
TOTAL	**$98,529.70**

Accepted By

Accepted Date

ITEM # 17

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Approve Amendment No. 1 to Agreement No. 2907 with the Los Angeles County Flood Control District for the Installation and Maintenance of Catch Basin Trash Inserts**

DATE: December 8, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Approve Amendment No. 1 to Agreement No. 2907 with the Los Angeles County Flood Control District for the installation and maintenance of catch basin trash inserts; and

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

FISCAL IMPACT

The recommended action results in no fiscal impact. On October 13, 2021, the City Council awarded a construction contract to United Storm Water, Inc. for Capital Project No. 877. That project includes the additional catch basin locations listed in Amendment No. 1. Funding for this project in the amount of $200,000, as approved in the Fiscal Year 2021-22 Capital Improvement Project budget, is appropriated in Measure W, Fund 229. No budget amendments are necessary at this time.

BACKGROUND

On January 8, 2014, the City Council approve Agreement No. 2907 (Attachment A) regarding the installation and maintenance by the City of catch basin trash excluder inserts in numerous catch basins throughout the city. The installation of these devices is required by the California Regional Water Quality Control Board in order to reduce the

amount of trash entering the storm drain system within the City of Montebello, including storm drains owned and operated by the Los Angeles County Flood Control District.

During the development of the contract documents for Capital Project No. 877, various new catch basins were identified that were not on the original inventory when Agreement No. 2907 was executed. Amendment No. 1 adds these new locations to the Agreement. Los Angeles County is requiring the execution of Amendment No. 1 in order to proceed with the issuance of a permit and completion of the project.

SUMMARY

Upon approval by the City Council of the recommended actions, staff will execute Amendment No. 1to Agreement No. 2907 and coordinate the completion of Capital Project No. 877.

ATTACHMENTS:

A. Attachment A – Agreement No. 2907
B. Attachment B – Amendment No. 1 to Agreement No. 2907

ATTACHMENT A

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 7, 2014

IN REPLY PLEASE
REFER TO FILE: WM-6

Mr. Daniel Hernandez
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Dear Mr. Hernandez:

CATCH BASIN TRASH INSERT MAINTENANCE
EXECUTED AGREEMENT

Enclosed are two original sets of the Catch Basin Trash Insert Maintenance Agreement between the City of Montebello and the Los Angeles County Flood Control District. The effective date of this Agreement is March 13, 2014.

If you have any questions, please contact me at (626) 458-4300 or ghildeb@dpw.lacounty.gov or your staff may contact Mr. Russ Bryden at (626) 458-4334 or rbryden@dpw.lacounty.gov.

Very truly yours,

GAIL FARBER
Director of Public Works

Gary Hildebrand

GARY HILDEBRAND
Assistant Deputy Director
Watershed Management Division

CD:av
P:\wmpub\Secretarial\2014 Documents\Letter\Agmtcoverletter-Montebello.doc/C14076

Enc.

bc: Flood Maintenance (Ross)
Land Development (Houmsi)
Programs Development (Osmena)
Survey/Mapping & Property Management (Calasanz)

TMG

AGREEMENT. 2907
CATCH BASIN MAINTENANCE (Option 2)

This AGREEMENT, is entered into on January 8, , 2014, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as the LACFCD), and the CITY OF MONTEBELLO a municipal corporation (hereinafter referred to as CITY).

RECITALS

WHEREAS, California Regional Water Quality Control Board, Los Angeles Region, has promulgated water-quality regulations, including a Total Maximum Daily Load for Trash (Trash TMDL) for the Los Angeles River, applicable to cities located in the Los Angeles River Watershed; and

WHEREAS, CITY desires to achieve compliance with the Trash TMDL by installing TRASH EXCLUDERS (as hereafter defined) within catch basins owned by the LACFCD, located within CITY streets; and

WHEREAS, CITY will administer the procurement and installation of said TRASH EXCLUDERS;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the LACFCD and CITY hereto mutually agree as follows:

(1) DEFINITION:

a. TRASH EXCLUDER, as referred to in this AGREEMENT, shall mean any device, which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Automatic Retractable Screen devices (ARS) and Connector Pipe Screen devices, installed by CITY at the opening of or inside any catch basin owned by the LACFCD. Exhibit A identifies the locations of TRASH EXCLUDERS within CITY.

b. STORM SEASON, as referred to in this AGREEMENT, shall mean the period beginning October 1 and ending April 30 of each year.

c. MAJOR STORM EVENT, as referred to in this AGREEMENT, shall mean a storm with an intensity of 1 inch or more of rainfall per 12 hours, occurring within CITY. Countywide, an average storm season produces 4 major storm events.

d. DRY SEASON, as referred to in this AGREEMENT, shall mean the period beginning May 1 and ending September 30 of each year.

(2) CITY AGREES AS FOLLOWS:

a. CITY shall provide Exhibit A identifying the locations of TRASH EXCLUDERS.

b. CITY shall inspect all catch basins fitted with TRASH EXCLUDERS. If, during an inspection, CITY discovers damage to any catch basin other than damage to the

TRASH EXCLUDER, CITY shall report said damage to the LACFCD within 14 calendar days from the date of the inspection.

c. CITY shall maintain all TRASH EXCLUDERS so as to function properly during storm events and so as not to prevent storm flows from entering the catch basin. CITY shall promptly repair or replace damaged TRASH EXCLUDERS.

d. CITY shall remove all trash and debris from each catch basin fitted with a TRASH EXCLUDER at least once each year. CITY shall stencil the appropriate month and year of cleanout on each catch basin.

e. CITY shall be authorized to remove the existing manhole covers as required to access the inside of the catch basins fitted with TRASH EXCLUDERS and shall reinstall the manhole covers wherever the catch basins are left unattended. Damaged screws and bolts shall be replaced. CITY shall thoroughly clean all debris from the manhole frame and cover.

f. CITY shall patrol areas in which any TRASH EXCLUDERS have been installed, during storm events, to verify that all TRASH EXCLUDERS are functioning properly, and shall relieve any instances of plugging of any catch basin fitted with a TRASH EXCLUDER.

g. CITY shall indemnify, defend, and hold the LACFCD and the County of Los Angeles, and their agents, officers, and employees, harmless from and against any and all claims, demands, liability, damages or costs arising from the breach by CITY of any obligation under this Agreement, or from the installation, operation or maintenance of any TRASH EXCLUDER.

h. CITY shall include the LACFCD within the protection of any indemnification clause contained in any ancillary contract relating to the TRASH EXCLUDERS.

(3) LACFCD AGREES AS FOLLOWS:

a. To permit CITY to utilize catch basins owned by the LACFCD and located within CITY, as identified in Exhibit A, for the purpose of installing, operating, and maintaining TRASH EXCLUDERS.

b. To pay CITY the amount of $15.25 in 2012 dollars, adjusted annually according to the Consumer Price Index for all urban consumers in the Anaheim, Los Angeles, and Riverside areas, as published by the U.S. Government Bureau of Labor Statistics, per year, for each catch basin identified in Exhibit A. This amount represents the annual amount the LACFCD would otherwise have had to incur for removing trash and debris from the catch basins identified in Exhibit A, had CITY not installed TRASH EXCLUDERS in those catch basins.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The TRASH EXCLUDERS are the property of CITY. The LACFCD shall retain ownership of the catch basins, exclusive of the TRASH EXCLUDERS.

b. Termination

(i) CITY may request the LACFCD to perform the inspection and maintenance of the TRASH EXCLUDERS, or any of them, on CITY's behalf. If the LACFCD, in its sole discretion, determines to do so, the parties shall enter into a new agreement providing for said inspection and maintenance by the LACFCD, on CITY's behalf. Upon the execution of the new agreement by both CITY and the LACFCD, this AGREEMENT shall be deemed terminated.

(ii) CITY may unilaterally terminate this AGREEMENT without cause, in CITY'S sole discretion, at any time, by giving a thirty (30)-day prior written notice to the LACFCD. In the event this AGREEMENT is terminated, pursuant to this Section (4)b.(ii), the LACFCD may, in its sole discretion, provide CITY with a written notice to remove the TRASH EXCLUDERS or any of them, and restore the affected catch basin(s) to a condition similar to that which existed prior to installation of the TRASH EXCLUDERS. If the LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, the LACFCD may, in its sole discretion, complete said work at CITY'S expense.

(iii) If CITY fails to comply with any of the terms or conditions of this AGREEMENT, the LACFCD may, in its sole discretion, terminate this AGREEMENT and provide CITY with a written notice to remove the TRASH EXCLUDERS, or any of them, and restore the catch basin(s) to a condition similar to that which existed prior to installation of the TRASH EXCLUDERS. If the LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, the LACFCD may, in its sole discretion, complete said work at CITY'S expense.

(iv) If the LACFCD removes any TRASH EXCLUDER pursuant to Sections (4)b.(ii) or (4)b.(iii), the LACFCD shall submit a billing invoice to CITY indicating the costs and expenses incurred by the LACFCD in connection with the removal of the TRASH EXCLUDER, specifically including any work required to restore the affected catch basin to a condition that which existed prior to installation of the TRASH EXCLUDER, and CITY shall reimburse the LACFCD all such costs and expenses within thirty (30) days of the billing invoice.

c. The LACFCD is not responsible for assisting CITY with any regulatory compliance activities related to the operation or maintenance of the TRASH EXCLUDERS including, for example, conducting monitoring, weighing of trash, and reporting amounts of trash collected from inside catch basins where TRASH EXCLUDERS have been installed.

d. Requests for Service coming to the LACFCD to clean any catch basin identified in Exhibit A will be forwarded to CITY for their prompt handling, action, and closure.

e. The LACFCD may remove any TRASH EXCLUDER, if the LACFCD determines, in its reasonable discretion, that removal of the TRASH EXCLUDER is necessary to prevent or mitigate flooding of any public or private property. CITY expressly releases the LACFCD from, and waives, all claims for any damages, loss, costs, or expenses resulting from the LACFCD'S removal of any TRASH EXCLUDER pursuant to this section. In such case, CITY may thereafter reinstall the TRASH EXCLUDER only after first consulting with the LACFCD with regards to the reasons for the removal. If CITY thereafter chooses to reinstall the TRASH EXCLUDER, it must do so at its sole expense.

f. This AGREEMENT may be modified only by the mutual written consent of both parties.

g. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.

h. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

i. Any correspondence, communication, or contact concerning this AGREEMENT, shall be directed to the following:

CITY:

Mr. Danilo Batson
Director of Public Works
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

LACFCD:

Mr. Gary Hildebrand
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone: (626) 458-4300
Fax: (626) 457-1526
For emergencies, contact 626-458-HELP (4337)

The parties hereto have caused this AGREEMENT to be duly executed by their respective duly authorized officers, by the CITY OF MONTEBELLO on

_____, 2014, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, on March 13, 2014.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

City of Montebello

By _____
William M. Molinari, Mayor

APPROVED AS TO FORM:

By _____
Arnold Alvarez-Glasman
City Attorney

_____
Daniel Hernandez, City Clerk

CITY OF MONTEBELLO
Permit PCFL 200902616
CLOSE-OUT SUBMITTAL

	ARS MANUFACTURER: United Storm Water, Inc., 14000 E. Valley Blvd., City of Industry, CA 91746. Phone: 626-968-7755. Contact: Eugene Hernandez																			
	ARS NAME AND MODEL: Clean Screen Model # 3																			
UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
ARS & CPS	1914	222	COUNTY	1109	VIA CAMPO	GERHART	SE	200 GERHART	635-J6	N34°01.951 W118°08.617	300-3	14	0	4	12	3	1	MK/GK	4/19/2011 & 5/11/11	
ARS & CPS	1914	223	COUNTY	1109	VIA CAMPO	GERHART	SE	200 GERHART	635-J6	N34°01.947 W118°08.623	300-3	7	0	6.5	12	2	1	MK	04/19/2011	
ARS & CPS	1914	227	COUNTY	1109	GERHART	DEWAR	NE	270 GERHART	635-J6	N34°01.834 W118°08.636	300-3	3.5	0	6	11	1	1	MK	04/19/2011	
ARS & CPS	1914	228	COUNTY	1109	DEWAR	GERHART	NE	270 GERHART	635-J6	N34°01.828 W118°08.629	300-3	3.5	0	4	12	1	1	MK	04/19/2011	
ARS & CPS	1914	232	COUNTY	1109	SIMMONS	VIA SAN DELARRO	NE	600 SIMMONS	635-J7	N34°01.620 W118°08.582	300-3	7	0	5	10.5	2	0	MK/GK	4/19/2011 5/23/11	NO STEP CLEARANCE
ARS & CPS	1914	233	COUNTY	1109	VIA SAN DELARRO	KEENAN	NW	3536 VIA SAN DELARRO	635-J7	N34°01.593 W118°08.539	300-3	3.5	0	4	12	1	1	MK	04/19/2011	
ARS & CPS	1914	234	COUNTY	1109	KEENAN	VIA SAN DELARRO	NW	3536 VIA SAN DELARRO	635-J7	N34°01.588 W118°08.531	300-3	3.5	0	7.5	12	1	1	MK	04/19/2011	
ARS & CPS	1914	235	COUNTY	1109	KEENAN	VIA SAN DELARRO	NE	3528 VIA SAN DELARRO	635-J7	N34°01.587 W118°08.529	300-3	10	0	4	12	2	1	MK	04/19/2011	
ARS & CPS	1914	236	COUNTY	1109	VIA SAN DELARRO	BRADSHAWE	NW	3500 VIA SAN DELARRO	635-J7	N34°01.549 W118°08.463	300-3	3.5	0	3.5	12	1	1	MK	04/19/2011	
ARS & CPS	1914	237	COUNTY	1109	BRADSHAWE	VIA SAN DELARRO	NW	3500 VIA SAN DELARRO	635-J7	N34°01.550 W118°08.457	300-3	7	0	6	12	2	1	MK	04/19/2011	
ARS & CPS	1914	238	COUNTY	1109	BRADSHAWE	ALLEY N/O VIA SAN DELARRO	SW	3500 VIA SAN DELARRO	635-J7	N34°01.554 W118°08.457	300-3	14	0	4	12	3	1	MK	04/19/2011	
ARS & CPS	1914	239	COUNTY	1109	BRADSHAWE	VIA SAN DELARRO	NE	604 BRADSHAWE	635-J7	N34°01.542 W118°08.446	300-3	14	0	4.5	12	3	1	MK	04/19/2011	
ARS & CPS	1914	240	COUNTY	1109	VIA SAN DELARRO	LEONARDO	NW	3400 VIA SAN DELARRO	636-A7	N34°01.518 W118°08.406	300-3	3.5	0	3.5	13	1	0	MK	04/19/2011	INLET IN FLOOR
CPS	1914	241	COUNTY	1109	LEONARDO	VIA SAN DELARRO	NW	3400 VIA SAN DELARRO	636-A7	N34°01.525 W118°08.398	300-3	14	0	4	12	0	1	MK	04/19/2011	
ARS & CPS	1914	242	COUNTY	1109	LEONARDO	VIA SAN DELARRO	NE	3312 VIA SAN DELARRO	636-A7	N34°01.516 W118°08.389	300-3	14	0	4.5	12	3	1	MK	04/19/2011	
ARS & CPS	1914	243	COUNTY	1109	VIA SAN DELARRO	HENDRICKS	SW	3301 VIA SAN DELARRO	636-A7	N34°01.497 W118°08.345	300-3	3.5	0	3.5	12	1	1	MK	04/19/2011	
ARS & CPS	1914	244	COUNTY	1109	VIA SAN DELARRO	LEONARDO/HENDRICKS	MID N	3300 VIA SAN DELARRO	636-A7	N34°01.507 W118°08.349	300-3	3.5	0	3.5	12	1	1	MK	04/19/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
ARS & CPS	1914	245	COUNTY	1109	HENDRICKS	ALLEY N/O VIA SAN DELARRO	SW	3300 VIA SAN DELARRO	636-A7	N34°01.516 W118°08.342	300-3	14	0	4.5	12	3	1	MK	04/19/2011	
ARS & CPS	1914	246	COUNTY	1109	HENDRICKS	VIA SAN DELARRO	NW	3300 VIA SAN DELARRO	636-A7	N34°01.516 W118°08.342	300-3	7	0	7	12	2	1	MK	04/19/2011	
ARS & CPS	1914	247	COUNTY	1109	VIA SAN DELARRO	HENDRICKS	NE	600 HENDRICKS	636-A7	N34°01.507 W118°08.335	300-3	3.5	0	3.5	12	1	1	MK	04/19/2011	
ARS & CPS	1914	248	COUNTY	1109	HENDRICKS	VIA SAN DELARRO	NE	600 HENDRICKS	636-A7	N34°01.498 W118°08.329	300-3	3.5	0	4	12	1	1	MK	04/19/2011	
ARS & CPS	1914	249	COUNTY	1109	FINDLAY	VIA SAN DELARRO	NW	601 FINDLAY	636-A7	N34°01.497 W118°08.279	300-3	21	0	4	10	5	1	MK	04/19/2011	
ARS & CPS	1914	250	COUNTY	1109	FINDLAY	VIA SAN DELARRO	NE	3124 VIA SAN DELARRO	636-A7	N34°01.493 W118°08.272	300-3	21	0	6.5	11	5	1	MK	04/19/2011	
ARS & CPS	1914	282	COUNTY	1109	VIA SAN DELARRO	BRADSHAWE	SW	3501 VIA SAN DELARRO	635-J7	N34°01.539 W118°08.462	300-3	3.5	0	4.5	12	1	1	MK	04/19/2011	
ARS & CPS	1915	001	COUNTY	1109	VIA SAN DELARRO	FINDLAY	SE	3125 VIA SAN DELARRO	635-A7	N34°01.476 W118°08.266	300-3	3.5	0	7.5	10	1	1	MK	04/19/2011	
ARS & CPS	1915	002	COUNTY	1109	VIA SAN DELARRO	FINDLAY	NE	3124 VIA SAN DELARRO	635-A7	N34°01.483 W118°08.263	300-3	3.5	0	3.5	10	1	1	MK	04/19/2011	
ARS & CPS	1915	003	COUNTY	1109	FINDLAY	BEVERLY	NE	3128 BEVERLY	635-A7	N34°01.448 W118°08.270	300-3	21	0	4	10	5	1	MK	04/19/2011	
ARS & CPS	1915	004	COUNTY	1109	FINDLAY	BEVERLY	NW	3200 W. BEVERLY	635-A7	N34°01.452 W118°08.278	300-3	14	0	5	10	3	1	MK	04/19/2011	
ARS & CPS	1915	005	COUNTY	1109	BEVERLY	FINDLAY	NE	3128 BEVERLY	635-A7	N34°01.437 W118°08.265	300-3	7	0	4	9	2	1	MK	04/19/2011	
ARS & CPS	1915	006	COUNTY	1109	BEVERLY	FINDLAY	SE	1327 BEVERLY	635-A7	N34°01.426 W118°08.262	300-3	3.5	0	4	9	1	1	MK	04/19/2011	
ARS & CPS	1915	007	COUNTY	1109	FINDLAY	VIA CORONA	NE	3120 VIA CORONA	635-A7	N34°01.394 W118°08.270	300-3	3.5	0	4	10	1	1	MK	04/19/2011	
ARS & CPS	1915	008	COUNTY	1109	VIA CORONA	VIA NORTE	SW	3021 VIA CORONA	635-A7	N34°01.358 W118°08.174	300-3	3.5	0	3.5	12	1	1	MK	04/19/2011	
ARS & CPS	1915	009	COUNTY	1109	VIA SAN CLEMENTE	VIA CORONA	NW	3000 VIA CORONA	635-A7	N34°01.347 W118°08.115	300-3	7	0	4.5	12	2	1	MK	04/19/2011	
ARS & CPS	1915	010	COUNTY	1109	VIA CORONA	VIA NORTE	NE	3000 VIA CORONA	635-A7	N34°01.343 W118°08.123	300-3	7	0	3.5	12	2	0	MK	04/19/2011	OUTLET IN FLOOR
CPS	1915	011	COUNTY	DDI 22	FINDLAY	VIA LASTRE/HUBBARD	MID W	ADJACENT TO 400 FINDLAY	635-A7	N34°01.248 W118°08.272	302-3	7	2	6.5	8	0	1	MK	04/20/2011	
CPS	1915	013	COUNTY	DDI 22	PEPETTO	BRADSHAWE	NW	3500 REPETTO	635-J7	N34°01.413 W118°08.551	300-3	7	0	3.5	9	0	1	MK	04/20/2011	
CPS	1915	014	COUNTY	DDI 22	BRADSHAWE	PEPETTO	NW	3500 REPETTO	635-J7	N34°01.414 W118°08.546	300-3	7	0	4	8	0	1	MK	04/20/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	1915	004A	COUNTY	1109	FINDLAY	BEVERLY	NW	3200 BEVERLY	635-A7	N34°01.450 W118°08.279	300-3	3.5	O	3.5	11	O	1	MK	04/20/2011	
CPS	1968	107	COUNTY	276	POMONA	WILCOX	SE	INTERMEX	636-B6	N34°02.030 W118°07.504	300-3	28	O	6.5	11	O	1	MK	04/20/2011	
CPS	1968	113	COUNTY	DDI 23	GARFIELD	POMONA	SW		636-B6	N34°02.009 W118°07.817	300-3	7	O	8	10	0	1	MK	04/20/2011	
ARS & CPS	1968	114	COUNTY	DDI 23	GARFIELD	POMONA	SE		636-B6	N34°02.005 W118°07.798	300-3	21	O	6.5	10	5	1	MK/GK	4/20/2011 & 5/11/11	
ARS & CPS	1968	115	COUNTY	9950	VIA CAMPO	GARFIELD	SW		636-B6	N34°02.967 W118°07.840	300-3	7	O	8.5	10	2	1	MK	04/20/2011	
ARS & CPS	1968	116	COUNTY	9950	VIA CAMPO	GARFIELD	SW		636-B6	N34°01.864 W118°07.839	300-3	7	O	4	11	0	1	MK	04/20/2011	DAMAGED CRUB
CPS	1968	117	COUNTY	9950	VIA CAMPO	GARFIELD	NE	FREEWAY	636-B6	SEE COMMENTS						0	0	MK	04/20/2011	TOO SHALLOW
CPS	1968	118	COUNTY	9950	VIA CAMPO	GARFIELD	SE	JACK IN THE BOX	636-B6	SEE COMMENTS						0	0	MK	04/20/2011	INLET IN WAY OF STEPS
CPS	1968	120	COUNTY	DDI 23	VIA DAVISO	GARFIELD	NE		636-B6	N34°01.803 W118°07.691	300-3	3.5	0	5.5	11	0	1	MK	04/20/2011	
ARS & CPS	1968	121	COUNTY	DDI 23	VIA DAVISO	GARFIELD	SE		636-B6	N34°01.799 W118°07.690	300-3	3.5	0	4	12	1	1	MK	04/20/2011	
CPS	1968	122	COUNTY	9950	GARFIELD	VIA PASEO	NE		636-B6	N34°01.776 W118°07.688	300-3	7	0	4	11	0	1	MK	04/20/2011	
CPS	1968	123	COUNTY	9950	VIA PASEO	GARFIELD	NE		636-B7	N34°01.762 W118°07.694	300-3	14	0	7.5	13	0	1	MK	04/20/2011	
CPS	1968	124	COUNTY	DDI 23	GARFIELD	VIA PASEO	MEDIAN		636-B7	N34°01.740 W118°07.689	300-3	3.5	0	4	12	0	1	MK	04/20/2011	
CPS	1968	125	COUNTY	DDI 23	GARFIELD	VIA PASEO	SE	772	636-B7	N34°01.698 W118°07.693	300-3	7	0	4	11.5	0	1	MK	04/20/2011	
CPS	1968	126	COUNTY	9950	GARFIELD	VIA PASEO/VIA ALTMIRA	MID E	102	636-B7	N34°01.768 W118°07.720	300-3	21	0	4.5	10	0	1	MK	04/20/2011	
CPS	1968	127	COUNTY	DDI 23	VIA ALTMIRA	GARFIELD	NE		636-B7	N34°01.638 W118°07.709	300-3	7	0	4	11	0	1	MK	04/20/2011	
CPS	1968	128	COUNTY	DDI 23	VIA ALTMIRA	GARFIELD	SE	752.5	636-B7	N34°01.634 W118°07.714	300-3	7	0	4	11	0	1	MK	04/20/2011	
CPS	1968	129	COUNTY	9950	GARFIELD	VIA ALTMIRA	SE	BUS STOP	636-B7	N34°01.631 W118°07.731	300-3	14	0	4.5	12	0	1	MK	04/21/2011	
CPS	1968	130	COUNTY	DDI 23	GARFIELD	VIA ALTMIRA	SW		636-B7	N34°01.616 W118°07.752	300-3	7	0	3.5	10	0	1	MK	04/21/2011	
CPS	1968	131	COUNTY	DDI 23	GARFIELD	VIA SAN DELARRO	NW	BUS STOP	636-B7	N34°01.555 W118°07.822	300-3	7	0	4	12	0	1	MK	04/21/2011	
ARS & CPS	1968	132	COUNTY	DDI 23	VIA SAN DELARRO	GARFIELD	NW	2800	636-B7	N34°01.559 W118°07.836	300-3	7	0	4	11	2	1	MK	04/21/2011	
ARS & CPS	1968	133	COUNTY	DDI 23	VIA SAN DELARRO	GARFIELD	SW		636-B7	N34°01.551 W118°07.843	300-3	7	0	4.5	11	2	1	MK	04/21/2011	
ARS & CPS	1968	134	COUNTY	DDI 23	GARFIELD	VIA SAN DELARRO/VIA SAN CARLO	MID W	625	636-B7	N34°01.540 W118°07.843	300-3	14	0	4	10	3	1	MK	04/21/2011	
ARS & CPS	1968	135	COUNTY	DDI 23	GARFIELD	VIA SAN CARLO	NW	603	636-B7	N34°01.498 W118°07.893	300-3	3.5	0	3.5	11	1	1	MK	04/21/2011	
ARS & CPS	1968	136	COUNTY	DDI 23	VIA SAN CARLO	GARFIELD	NW		636-B7	N34°01.504 W118°07.907	300-3	7	0	4	11	2	1	MK	04/21/2011	
ARS & CPS	1968	137	COUNTY	DDI 23	VIA SAN CARLO	GARFIELD	SW		636-A7	N34°01.496 W118°07.915	300-3	7	0	4	11	2	1	MK	04/21/2011	
ARS & CPS	1968	140	COUNTY	DDI 23	GARFIELD	VIA ALTMIRA	NE		636-B7	N34°01.647 W118°07.717	300-3	3.5	0	3.5	11	1	1	MK	04/21/2011	
ARS & CPS	1969	001	COUNTY	555	MAREK	AVENIDA DE LA MERCED	NE		676-E7	N34°01.370 W118°06.149	300-3	3.5	0	4	9	1	1	MK	05/06/2011	
ARS & CPS	1969	002	COUNTY	555	MAREK	AVENIDA DE LA MERCED	NW		676-E7	N34°01.371 W11°06.154	300-3	10	0	4	9	3	0	MK	05/06/2011	NO INLET-OUTLET CLEARANCE
ARS & CPS	1969	003	COUNTY	555	AVENIDA DE LA MERCED	MONTEBELLO/MAREK	MID		676-E7	N33°01.360 W118°06.162	300-3	7	0	4.5	12	2	1	MK	04/21/2011	
ARS & CPS	1969	004	COUNTY	555	AVENIDA DE LA MERCED	MONTEBELLO/MAREK	MID		676-E7	N34°01.351 W118°06.164	300-3	7	0	5	10	2	1	MK	05/06/2011	
ARS & CPS	1969	020	COUNTY	MTD 213	MASSER PL	TAYLOR	NW		676-D1	N34°01.179 W118°06.750	300-3	7	O	4	9	2	0	MK	05/06/2011	NO STEP CLEARANCE
ARS & CPS	1969	021	COUNTY	MTD 213	MASSER PL	TAYLOR	SW		676-D1	N34°01.174 W118°06.752	302-3	7	2	4	9	0	1	MK	04/21/2011	GRATED
ARS & CPS	1969	023	COUNTY	MTD 1298	OLYMPIC	MONTEBELLO	NE		676-D3	N34°01.145 W118°06.846	300-3	14	0	3.5	9	3	1	MK	04/21/2011	
ARS & CPS	1969	024	COUNTY	MTD 114	MAPLE	BEVERLY	NE		676-D1	N34°01.155 W118°06.858	301-3	10.5	2	2	10	3	0	MK	05/06/2011	TOO SHALLOW
CPS	1969	025	COUNTY	MTD 114	MAPLE	BEVERLY	NW		676-D1	SEE COMMENTS						0	0	MK	04/21/2011	NO STEP CLEARANCE
ARS & CPS	1969	026	COUNTY	MTD 114	BEVERLY	MAPLE	NW		676-C1	N34°01.138 W118°06.868	300-3	14	0	4	9	3	0	GK	05/23/2011	TOO NARROW
CPS	1969	027	COUNTY	MTD 114	BEVERLY	MAPLE	MEDIAN		676-C1	N34°01.142 W118°06.874	300-3	3.5	0	6	7	0	1	MK	04/21/2011	
CPS	1969	028	COUNTY	MTD 114	BEVERLY	MAPLE	SW		676-C1	N34°01.147 W118°06.884	300-3	14	0	6	10	0	1	MK	04/21/2011	
ARS & CPS	1969	035	COUNTY	MTD 114	BEVERLY	18TH	NE		676-C1	N34°01.183 W118°07.045	300-3	7	0	5	10	2	1	MK	04/21/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
ARS & CPS	1969	038	COUNTY	MTD 114	BEVERLY	18TH	NE		676-C1	N34°01.189 W118°07.073	300-3	7	0	4.5	10	2	1	MK	04/21/2011	
ARS & CPS	1969	040	COUNTY	MTD 114	BEVERLY	18TH	SE		676-C1	N34°01.178 W118°07.082	300-3	7	0	10.5	10	2	1	MK	04/21/2011	
ARS & CPS	1969	041	COUNTY	MTD 114	BEVERLY	18TH	NW		676-C1	N34°01.195 W118°07.101	300-3	14	0	7	10	3	1	MK	04/21/2011	
ARS & CPS	1969	042	COUNTY	MTD 114	BEVERLY	18TH	MEDIAN		676-C1	N34°01.188 W118°07.091	300-3	3.5	0	7.5	7	1	0	MK	04/21/2011	TOO NARROW
ARS & CPS	1969	043	COUNTY	MTD 114	BEVERLY	18TH	SW		676-C1	N34°01.182 W118°07.105	300-3	10	0	9	10	2	1	MK	04/21/2011	
ARS & CPS	1969	044	COUNTY	9901	VAIL	MADISON	NW		676-C1	N34°00.970 W118°07.088	300-3	10	0	4.5	12	2	1	MK	04/21/2011	
ARS & CPS	1969	045	COUNTY	9901	MADISON	VAIL	NW		676-C1	N34°00.967 W118°07.098	300-3	3.5	0	6	11	1	1	MK	04/21/2011	
ARS & CPS	1969	046	COUNTY	9901	VAIL	MADISON	NE		676-C1	N34°00.971 W118°07.083	300-3	3.5	0	6	12	1	1	MK	04/21/2011	
CPS	1969	047	COUNTY	9901	MADISON	VAIL	SW		676-C1	SEE COMMENTS						0	0	MK	04/21/2011	FLOOR OUTLET
ARS & CPS	1969	049	COUNTY	9901	RUBIDOUX	MADISON	NW		676-C1	N34°00.960 W118°07.061	300-3	3.5	0	5.5	9	1	1	MK	04/22/2011	
ARS & CPS	1969	050	COUNTY	9901	RUBIDOUX	MADISON	NE		676-C1	N34°00.961 W118°07.050	300-3	10	0	4.5	12	2	0	MK	04/22/2011	NO STEP CLEARANCE
ARS & CPS	1969	051	COUNTY	9901	MADISON	16TH	SW		676-C1	N34°00.950 W118°07.039	300-3	3.5	0	5	12	1	0	MK	04/22/2011	OUTLET IN FLOOR
ARS & CPS	1969	052	COUNTY	9901	MADISON	16TH	NW		676-C1	N34°00.946 W118°07.004	300-3	3.5	0	6	12	1	1	MK	04/22/2011	
ARS & CPS	1969	053	COUNTY	9901	16TH	MADISON	NW		676-C1	N34°00.953 W118°06.995	300-3	10	0	7	13	2	1	MK	04/22/2011	
ARS & CPS	1969	054	COUNTY	9901	16TH	MADISON	NE		676-C1	N34°00.951 W118°06.986	300-3	7	0	5	12	2	1	MK	04/22/2011	
CPS	1969	055	COUNTY	9901	MADISON	MAPLE	SW		676-C1	N34°00.939 W118°06.986	300-3	3.5	0	3	12	1	0	MK	04/22/2011	OUTLET IN FLOOR
ARS & CPS	1969	057	COUNTY	9901	MADISON	MAPLE	NW		676-C1	N34°00.936 W118°06.938	300-3	3.5	0	5	12	1	1	MK	04/22/2011	
ARS & CPS	1969	058	COUNTY	9901	MAPLE	MADISON	NW		676-C1	N34°00.935 W118°06.986	300-3	3.5	0	4.5	12	1	0	MK/GK	4/22/2011 5/23/11	OUTLET IN FLOOR
CPS	1969	059	COUNTY	9901	MAPLE	MADISON	NE		676-C1	SEE COMMENTS						0	0	MK	04/22/2011	NO STEP CLEARANCE
ARS & CPS	1969	060	COUNTY	9901	MAPLE	MADISON/HARDING	MID		676-C1	N34°00.944 W118°06.921	300-3	14	0	4	12	3	0	MK	04/22/2011	NO STEP CLEARANCE
ARS & CPS	1969	061	COUNTY	9901	MADISON	TAYLOR	NW		676-D1	N34°00.902 W118°06.777	300-3	3.5	0	5	14	1	1	MK	04/22/2011	
ARS & CPS	1969	062	COUNTY	5750	19TH	WHITTIER	NE		676-C2	N34°00.780 W118°07.275	300-3	14	0	4.5	9	2	1	MK	04/22/2011	
ARS & CPS	1969	063	COUNTY	9901	MADISON	TAYLOR	SE		676-D1	N34°00.885 W118°06.769	300-3	3.5	0	3	12	1	0	MK	04/22/2011	NO WALL CLEARANCE BETWEEN CPS & OUTLET
CPS	1969	065	COUNTY	9901	MADISON	TAYLOR	NE		676-D1	N34°00.901 W118°06.766	300-3	8	0	4.5	12	0	1	MK	04/22/2011	
ARS & CPS	1969	066	COUNTY	9901	TAYLOR	MADISON	NW		676-D1	N34°00.908 W118°06.770	300-3	21	0	6.5	12	5	0	MK	05/06/2011	NO STEP CLEARANCE
ARS & CPS	1969	067	COUNTY	9901	TAYLOR	MADISON	NW		676-D1	N34°00.913 W118°06.771	300-3	21	0	5	12	5	0	MK	04/22/2011	NO STEP CLEARANCE
ARS & CPS	1969	068	COUNTY	9901	TAYLOR	MADISON	NE		676-D1	N34°00.903 W118°06.785	300-3	21	0	6	12	5	1	MK	04/22/2011	
ARS & CPS	1969	069	COUNTY	9901	TAYLOR	MADISON	NE		676-D1	N34°00.907 W118°06.763	300-3	14	0	4.5	12	3	1	MK	04/22/2011	
CPS	1969	070	COUNTY	9901	12TH	MADISON	NW		676-D1	SEE COMMENTS						0	0	MK	04/22/2011	NO INLET CLEARANCE
ARS & CPS	1969	071	COUNTY	9901	12TH	MADISON	NE		676-D1	N34°00.891 W118°06.702	300-3	3.5	0	3	12	1	0	MK	04/22/2011	NO WALL CLEARANCE
CPS	1969	072	COUNTY	9901	MADISON	12TH	NE		676-D1	N34°00.885 W118°06.699	300-3	3.5	0	4	14	0	1	MK	04/22/2011	
CPS	1969	073	COUNTY	9901	12TH	MADISON	SE		676-D2	N34°00.872 W118°06.708	300-3	7	0	4	12	0	1	GK	04/22/2011	
ARS & CPS	1969	074	COUNTY	9901	GREENWOOD	MADISON	NW		676-D2	N34°00.877 W118°06.647	300-3	14	0	4	10	3	1	GK	04/21/2011	
ARS & CPS	1969	075	COUNTY	9901	GREENWOOD	MADISON	NE		676-D2	N34°00.876 W118°06.639	300-3	7	0	4	10	2	1	MK	04/21/2011	
CPS	1969	076	COUNTY	9901	MADISON	GREENWOOD	NE		676-D2	N34°01.187 W118°06.637	300-3	3.5	0	4	13	0	1	GK	04/21/2011	
ARS & CPS	1969	078	COUNTY	555	WILCOX	LINCOLN	NW		636-C7	N34°01.470 W118°07.313	300-3	14	0	3.5	12	3	1	MK	04/22/2011	
CPS	1969	079	COUNTY	555	LINCOLN	WILCOX	NW		636-C7	N34°01.459 W118°07.324	300-3	21	0	5	12	0	1	MK	04/22/2011	
ARS & CPS	1969	080	COUNTY	555	LINCOLN	WILCOX	SW		636-C7	N34°01.457 W118°07.326	300-3	7	0	3.5	11	2	1	MK	04/22/2011	
CPS	1969	081	COUNTY	555	WILCOX	LINCOLN	SW		636-C7	N34°01.460 W118°07.340	300-3	7	0	3	9	0	0	MK	04/22/2011	TOO NARROW
CPS	1969	082	COUNTY	555	LINCOLN	WILCOX/21ST	MID		636-C7	N34°01.444 W118°07.259	300-3	29	0	7	13	0	1	MK	04/22/2011	
CPS	1969	083	COUNTY	555	LINCOLN	WILCOX/21ST	MID		636-C7	N34°01.448 W118°07.258	300-3	28	0	7	12	0	1	MK	04/22/2011	
ARS & CPS	1969	084	COUNTY	555	WILCOX	LINCOLN	ME		636-C7	N34°01.468 W118°07.299	300-3	28	0	4	12	6	1	MK	04/25/2011	
ARS & CPS	1969	085	COUNTY	555	21ST	VICTORIA	NW		636-C7	N34°01.344 W118°07.250	300-3	7	0	4	12	2	1	MK	04/25/2011	
ARS & CPS	1969	086	COUNTY	555	21ST	VICTORIA	NE		636-C7	N34°01.340 W118°07.238	300-3	7	0	4	8	2	1	MK	04/25/2011	
ARS & CPS	1969	087	COUNTY	MTD 114	BEVERLY	20TH	NE		676-C1	N34°01.210 W118°07.198	300-3	14	0	8	10	2	1	MK	04/25/2011	
ARS & CPS	1969	088	COUNTY	MTD 114	BEVERLY	20TH	MEDIAN		676-C1	N34°01.210 W118°07.198	300-3	3.5	0	8	6.5	1	0	MK	04/25/2011	NO STEP CLEARANCE
ARS & CPS	1969	089	COUNTY	MTD 114	BEVERLY	20TH	SE		676-C1	N34°01.204 W118°07.203	300-3	7	0	8	10	2	0	MK	04/25/2011	TOO NARROW

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
ARS & CPS	1969	090	COUNTY	MTD 114	BEVERLY	20TH	MEDIAN		636-C7	N34°01.222 W118°07.244	300-3	3.5	0	11.5	7	1	1	MK	04/25/2011	
ARS & CPS	1969	091	COUNTY	MTD 114	BEVERLY	20TH	SW		636-C7	N34°01.209 W118°07.242	300-3	7	0	9.5	10	2	1	MK	04/25/2011	
ARS & CPS	1969	092	COUNTY	555	21ST	BEVERLY	NE		636-C7	N34°01.234 W118°07.278	300-3	7	0	4	12	2	1	MK	04/25/2011	
ARS & CPS	1969	093	COUNTY	555	21ST	BEVERLY	NE		636-C7	N34°01.255 W118°07.270	300-3	7	0	4.5	11	2	1	MK	04/25/2011	
ARS & CPS	1969	094	COUNTY	555	21ST	BEVERLY	NW		636-C7	N34°01.240 W118°07.289	300-3	7	0	4	12	2	1	MK	05/06/2011	
ARS & CPS	1969	095	COUNTY	555	21ST	BEVERLY	NW		636-C7	N34°01.256 W118°07.281	300-3	7	0	4	12	2	1	MK	04/25/2011	
CPS	1969	097	COUNTY	MTD 114	BEVERLY	21ST	MEDIAN		636-C7	N34°01.233 W118°07.302	300-3	3.5	0	7.5	7	0	1	MK	04/25/2011	
ARS & CPS	1969	098	COUNTY	MTD 114	BEVERLY	21ST	SW		636-C7	N34°01.225 W118°07.299	300-3	14	0	2	10	3	0	MK	04/25/2011	TOO SHALLOW
CPS	1969	099	COUNTY	MTD 114	BEVERLY	21ST	NW		636-C7	SEE COMMENTS						0	0	MK	04/25/2011	TOO NARROW
ARS & CPS	1969	100	COUNTY	MTD 114	WILCOX	BEVERLY	NE		636-C7	N34°01.257 W118°07.365	301-3	14	4	4	10	3	0	MK	04/25/2011	TOO NARROW
ARS & CPS	1969	101	COUNTY	MTD 114	WILCOX	BEVERLY	NW		636-C7	N34°01.269 W118°07.302	300-3	21	0	2.5	10	5	0	MK	04/25/2011	TOO SHALLOW
CPS	1969	103	COUNTY	MTD 114	BEVERLY	WILCOX	MEDIAN		676-B1	SEE COMMENTS						0	0	MK	04/25/2011	NO STEP CLEARANCE
ARS & CPS	1969	105	COUNTY	MTD 114	BEVERLY	WILCOX	NW		676-B1	N34°01.257 W118°07.397	300-3	14	0	8	10	3	1	MK	04/25/2011	
ARS & CPS	1969	107	COUNTY	MTD 114	MORRIS	BEVERLY	NW		676-B1	N34°01.288 W118°07.500	300-3	14	0	3.5	11	3	1	MK	04/25/2011	
ARS & CPS	1969	114	COUNTY	DDI 23	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		636-A7	N34°01.480 W118°07.918	300-3	21	0	4	10	5	1	MK	04/25/2011	
ARS & CPS	1969	115	COUNTY	9950	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		636-B7	N34°01.444 W118°07.941	300-3	21	0	4	12	5	1	MK	04/25/2011	
ARS & CPS	1969	116	COUNTY	DDI 23	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		636-A7	N34°01.449 W118°07.946	300-3	7	0	4	10	2	1	MK/GK	4/25/2011 & 5/11/11	
ARS & CPS	1969	117	COUNTY	DDI 23	VIA ACOSTA	GARFIELD	NE		636-A7	N34°01.431 W118°07.939	300-3	3.5	0	3.5	11	1	1	MK	04/25/2011	
ARS & CPS	1969	118	COUNTY	9950	VIA ACOSTA	GARFIELD	SE		636-A7	N34°01.419 W118°07.960	300-3	14	0	4.5	10	3	1	MK	04/25/2011	
CPS	1969	119	COUNTY	DDI 23	VIA ACOSTA	GARFIELD	SE		636-A7	N34°01.420 W118°07.966	300-3	3.5	0	3.5	11	0	1	MK	04/25/2011	
ARS & CPS	1969	120	COUNTY	DDI 23	VIA ACOSTA	GARFIELD	SW		636-A7	N34°01.423 W118°08.020	300-3	3.5	0	3.5	11	1	1	MK	04/25/2011	
ARS & CPS	1969	121	COUNTY	DDI 23	VIA ACOSTA	GARFIELD	NW		636-A7	N34°01.432 W118°08.003	300-3	3.5	0	4	11	1	1	MK	04/25/2011	
ARS & CPS	1969	122	COUNTY	DDI 23	GARFIELD	VIA ACOSTA	SW		636-A7	N34°01.406 W118°08.015	300-3	7	0	4	13	2	1	MK	05/06/2011	
ARS & CPS	1969	123	COUNTY	DDI 23	BEVERLY	GARFIELD	NW		636-A7	N34°01.372 W118°08.057	300-3	7	0	5	9	2	0	MK	04/26/2011	NO STEP CLEARANCE
ARS & CPS	1969	124	COUNTY	DDI 23	BEVERLY	GARFIELD	SW		636-A7	N34°01.349 W118°08.057	300-3	7	0	5.5	9	2	1	MK	04/26/2011	
ARS & CPS	1969	125	COUNTY	DDI 23	GARFIELD	BEVERLY	SW		676-A1	N34°01.316 W118°08.055	300-3	28	0	5	13	6	1	MK	04/26/2011	
ARS & CPS	1969	126	COUNTY	DDI 23	GARFIELD	VIA CORONA	NW		676-A1	N34°01.315 W118°08.055	300-3	3.5	0	3.5	12	1	1	MK	04/26/2011	
ARS & CPS	1969	127	COUNTY	DDI 23	VIA CORONA	GARFIELD	NW		676-A1	N34°01.307 W118°08.072	300-3	3.5	0	3.5	9	1	1	MK	04/26/2011	
ARS & CPS	1969	128	COUNTY	DDI 23	VIA CORONA	GARFIELD	SW		676-A1	N34°01.292 W118°08.062	300-3	3.5	0	5.5	12	1	1	MK	04/26/2011	
ARS & CPS	1969	129	COUNTY	1109	GARFIELD	HAY	SW		676-A1	N34°01.170 W118°07.987	300-3	7	0	6.5	10	2	1	MK	04/26/2011	
ARS & CPS	1969	130	COUNTY	1109	GARFIELD	HAY	NW		676-A1	N34°01.174 W118°07.971	300-3	7	0	5	10	2	1	MK	04/26/2011	
ARS & CPS	1969	131	COUNTY	1109	HAY	GARFIELD	NW		676-A1	N34°01.171 W118°07.959	300-3	10	0	7	10	2	1	MK	04/26/2011	
ARS & CPS	1969	132	COUNTY	1109	HAY	GARFIELD	NE		676-A1	N34°01.175 W118°07.948	300-3	10	0	5	10	2	1	MK	04/26/2011	
ARS & CPS	1969	133	COUNTY	1109	GARFIELD	MADISON	NE		676-B1	N34°01.084 W118°07.818	300-3	14	0	5	10	3	1	MK	04/26/2011	
ARS & CPS	1969	134	COUNTY	1109	MADISON	GARFIELD	NE		676-B1	N34°01.083 W118°07.809	300-3	3.5	0	8	12	1	1	MK	04/26/2011	
ARS & CPS	1969	135	COUNTY	9901	VIA LUNETO	MADISON	NW		676-B1	N34°01.102 W118°07.758	300-3	7	0	4.5	13	2	1	MK	04/26/2011	
ARS & CPS	1969	136	COUNTY	9901	VIA LUNETO	MADISON	NE		676-B1	N34°01.108 W118°07.761	300-3	7	0	4	12	2	1	MK	04/26/2011	
CPS	1969	137	COUNTY	9901	MADISON	GARFIELD/VIA VISTA	MID		676-B1	N34°01.089 W118°07.742	300-3	7	0	7	13	0	1	MK	04/26/2011	
ARS & CPS	1969	138	COUNTY	9901	MADISON	VIA LUNETO	NE		676-B1	N34°01.097 W118°07.743	300-3	3.5	0	5	12	1	1	MK	04/26/2011	
ARS & CPS	1969	139	COUNTY	9901	VIA VISTA	MADISON	NW		676-B1	N34°01.103 W118°07.690	300-3	14	0	7.5	12	3	1	MK	04/26/2011	
ARS & CPS	1969	140	COUNTY	9901	VIA VISTA	MADISON	NE		676-B1	N34°01.098 W118°07.696	300-3	7	0	9	12	2	1	MK	04/26/2011	
ARS & CPS	1969	141	COUNTY	9901	MADISON	VIA VISTA	NE		676-B1	N34°01.191 W118°07.683	300-3	3.5	0	3.5	12	1	1	MK	04/26/2011	
CPS	1969	142	COUNTY	9901	MADISON	VIA VISTA	SE		676-B1	N34°01.085 W118°07.680	300-3	7	0	4.5	12	0	1	MK	04/26/2011	
ARS & CPS	1969	143	COUNTY	9901	VIA MIRAMONTE	MADISON	NW		676-B1	N34°01.089 W118°07.632	300-3	14	0	6	12	3	1	MK	04/26/2011	
ARS & CPS	1969	144	COUNTY	9901	VIA MIRAMONTE	MADISON	NE		676-B1	N34°01.084 W118°07.620	300-3	3.5	0	7.5	12	1	1	MK	04/26/2011	
ARS & CPS	1969	145	COUNTY	9901	MADISON	VIA MIRAMONTE	NE		676-B1	N34°01.076 W118°07.613	300-3	3.5	0	4	12	1	1	MK	04/26/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
ARS & CPS	1969	146	COUNTY	9901	MADISON	VIA MIRAMONTE	SE		676-B1	N34°01.068 W118°07.603	300-3	3.5	0	3.5	12	1	0	MK	04/26/2011	PIPE IN FLOOR
CPS	1969	147	COUNTY	9901	VIA VAL VERDE	CONCOURSE	NW		676-B1	N34°01.096 W118°07.552	300-3	14	0	4	12	0	1	MK	04/26/2011	
ARS & CPS	1969	148	COUNTY	9901	MADISON	CONCOURSE	NE		676-B1	N34°01.054 W118°07.543	300-3	3.5	0	3.5	12	1	1	MK	04/26/2011	
ARS & CPS	1969	149	COUNTY	9901	MADISON	CONCOURSE	SE		676-B1	N34°01.055 W118°07.536	300-3	3.5	0	3.5	12	1	0	MK	04/26/2011	PIPE IN FLOOR
CPS	1969	150	COUNTY	9901	MORRIS	MADISON	NW		676-B1	N34°01.059 W118°07.497	300-3	14	0	4	12	0	1	MK	04/26/2011	
ARS & CPS	1969	151	COUNTY	9901	MORRIS	MADISON	NE		676-B1	N34°01.052 W118°07.493	300-3	10	0	5.5	11	2	0	MK	04/26/2011	NO STEP CLEARANCE
ARS & CPS	1969	152	COUNTY	9901	MADISON	MORRIS	NE		676-B1	N34°01.049 W118°07.480	300-3	3.5	0	5.5	12	0	1	MK	05/06/2011	STEEP GUTTER FLOWLINE
ARS & CPS	1969	153	COUNTY	9901	WILCOX	MADISON	NW		676-B1	N34°01.048 W118°07.440	300-3	10	0	5.5	12	2	1	MK	04/26/2011	
ARS & CPS	1969	154	COUNTY	9901	WILCOX	MADISON	NW		676-B1	N34°01.051 W118°07.436	300-3	10	0	4.5	16	2	1	MK	04/26/2011	
ARS & CPS	1969	155	COUNTY	9901	WILCOX	MADISON	NE		676-B1	N34°01.043 W118°07.432	300-3	14	0	5	15	3	1	MK	04/26/2011	
ARS & CPS	1969	156	COUNTY	9901	WILCOX	MADISON	NE		676-B1	N34°01.049 W118°07.433	300-3	10	0	4	15	2	1	MK	04/26/2011	
CPS	1969	157	COUNTY	9901	MADISON	WILCOX	SE		676-B1	SEE COMMENTS						0	0	MK	04/26/2011	PIPE IN FLOOR
ARS & CPS	1969	158	COUNTY	9901	MADISON	WILCOX	NE		676-B1	N34°01.032 W118°07.422	300-3	3.5	0	5.5	11	1	1	MK	04/26/2011	
ARS & CPS	1969	159	COUNTY	9901	21ST	MADISON	NW		676-C1	N34°01.013 W118°07.350	300-3	10	0	6.5	12	2	1	MK	04/27/2011	
ARS & CPS	1969	160	COUNTY	9901	21ST	MADISON	NE		676-C1	N34°01.020 W118°07.332	300-3	7	0	5	12	2	1	MK	04/27/2011	
ARS & CPS	1969	161	COUNTY	9901	21ST	MADISON	NE		676-C1	N34°01.025 W118°07.332	300-3	3.5	0	6	11	1	1	MK	04/27/2011	
ARS & CPS	1969	162	COUNTY	BEVERLY MADISON 21ST ST DRAIN	HARDING	21ST	NW		676-C1	N34°01.127 W118°07.317	300-3	3.5	0	5	10	1	1	MK	04/27/2011	
ARS & CPS	1969	163	COUNTY	BEVERLY MADISON 21ST ST DRAIN	21ST	HARDING	NW		676-C1	N33°01.121 W118°07.305	300-3	14	0	4	12	3	1	GK	05/23/2011	
ARS & CPS	1969	164	COUNTY	BEVERLY MADISON 21ST ST DRAIN	21ST	HARDING	NE		676-C1	N34°01.134 W118°07.299	300-3	21	0	6	12	5	1	MK	04/27/2011	
ARS & CPS	1969	165	COUNTY	9901	MADISON	20TH	NW		676-C1	N34°01.006 W118°07.287	300-3	3.5	0	6.5	12	1	1	MK	04/27/2011	
CPS	1969	166	COUNTY	9901	20TH	MADISON	NW		676-C1	SEE COMMENTS						0	0	MK	04/27/2011	NO STEP CLEARANCE
ARS & CPS	1969	167	COUNTY	9901	20TH	MADISON	NE		676-C1	N34°01.013 W118°07.271	301-3	10	2	4.5	11	3	1	MK	04/27/2011	
ARS & CPS	1969	168	COUNTY	9901	20TH	MADISON	NE		676-C1	N34°01.010 W118°07.273	300-3	7	0	5.5	10	2	1	MK	04/27/2011	
ARS & CPS	1969	169	COUNTY	9901	MADISON	19TH	SW		676-C1	N34°00.983 W118°07.228	300-3	7	0	6	12	2	1	MK	04/27/2011	
ARS & CPS	1969	170	COUNTY	9901	MADISON	19TH	NW		676-C1	N34°00.993 W118°07.224	300-3	3.5	0	5.5	12	1	1	MK	04/27/2011	
ARS & CPS	1969	171	COUNTY	9901	19TH	MADISON	NW		676-C1	N34°00.990 W118°07.216	300-3	7	0	4	10	2	0	MK	04/27/2011	NO STEP CLEARANCE
ARS & CPS	1969	172	COUNTY	9901	MADISON	19TH	NE		676-C1	N34°00.995 W118°07.210	300-3	7	0	4	11	2	1	MK	04/27/2011	
ARS & CPS	1969	173	COUNTY	9901	19TH	MADISON	NE		676-C1	N34°00.994 W118°07.208	300-3	14	0	6	10	3	1	MK	04/27/2011	
ARS & CPS	1969	174	COUNTY	9901	MADISON	18TH	SW		676-C1	N34°00.974 W118°07.164	300-3	10	0	4	12	3	0	MK	04/27/2011	FLOOR DRAIN
ARS & CPS	1969	175	COUNTY	9901	MADISON	18TH	NW		676-C1	N34°00.976 W118°07.159	300-3	10	0	4.5	12	2	1	MK	04/27/2011	
ARS & CPS	1969	176	COUNTY	9901	18TH	MADISON	NW		676-C1	N34°00.986 W118°07.158	300-3	14	0	6.5	12	3	0	MK	04/27/2011	NO STEP CLEARANCE
ARS & CPS	1969	177	COUNTY	9901	18TH	MADISON	NE		676-C1	N34°00.983 W118°07.148	300-3	7	0	5	12	2	1	MK	04/27/2011	
ARS & CPS	1969	178	COUNTY	555	18TH	CLEVELAND	NE		676-C2	N34°00.882 W118°07.190	300-3	3.5	0	4	12	1	1	MK	04/27/2011	
ARS & CPS	1969	179	COUNTY	555	18TH	CLEVELAND	NW		676-C2	SEE COMMENTS						0	0	GK	05/23/2011	STEEP GUTTER FLOWLINE; NO STEP CLEARANCE
ARS & CPS	1969	180	COUNTY	555	CLEVELAND	18TH	NW		676-C2	N34°00.878 W118°07.191	300-3	3.5	0	3.5	12	1	1	MK	04/27/2011	
CPS	1969	181	COUNTY	1109	CONCOURSE	REPETTO	SE		676-B2	N34°00.885 W118°07.584	300-3	3.5	0	5	12	0	1	MK	04/27/2011	
ARS & CPS	1969	182	COUNTY	1109	REPETTO	CONCOURSE	NE		676-B2	N34°00.894 W118°07.568	300-3	3.5	0	3.5	11	1	1	MK	04/27/2011	
CPS	1969	183	COUNTY	1109	CONCOURSE	REPETTO	NE		676-B1	N34°00.904 W118°07.574	300-3	21	0	5	12	0	1	MK	04/27/2011	
ARS & CPS	1969	184	COUNTY	1109	CONCOURSE	CLEVELAND	SW		676-B1	N34°00.903 W118°07.589	300-3	14	0	4	11	3	1	MK	04/27/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
ARS & CPS	1969	185	COUNTY	1109	CONCOURSE	REPETTO	NW		676-B1	N34°00.896 W118°07.586	300-3	7	0	6.5	12	2	0	MK	04/27/2011	NO STEP CLEARANCE
ARS & CPS	1969	186	COUNTY	1109	REPETTO	CONCOURSE	NW		676-B1	N34°00.895 W118°07.605	300-3	3.5	0	3.5	12	1	1	MK	04/27/2011	
ARS & CPS	1969	187	COUNTY	1109	VIA VISTA	REPETTO	NE		676-B1	N34°00.927 W118°07.724	300-3	7	0	3.5	12	2	1	MK	04/27/2011	
ARS & CPS	1969	188	COUNTY	1109	VIA VISTA	REPETTO	NW		676-B1	N34°00.925 W118°07.732	300-3	3.5	0	6.5	12	1	1	MK	04/27/2011	
ARS & CPS	1969	189	COUNTY	DDI 23	GARFIELD	REPETTO	NE		676-B1	N34°00.949 W118°07.774	300-3	14	0	4	12	0	1	MK	04/27/2011	DAMAGED CURB
ARS & CPS	1969	190	COUNTY	DDI 23	GARFIELD	REPETTO	NW		676-B1	N34°00.959 W118°07.781	300-3	7	0	4	11	2	1	MK	04/27/2011	
CPS	1969	191	COUNTY	DDI 23	GARFIELD	WHITTIER	NW		676-B2	N34°00.897 W118°07.804	300-3	7	0	6.5	11	0	1	MK	04/27/2011	
CPS	1969	192	COUNTY	DDI 23	GARFIELD	WHITTIER	NE		676-B2	N34°00.893 W118°07.787	300-3	7	0	7	10	0	1	MK	04/27/2011	
ARS & CPS	1969	193	COUNTY	DDI 23	GARFIELD	WHITTIER	SW		676-B2	N34°00.867 W118°07.811	300-3	7	0	4.5	11	2	1	MK	04/27/2011	
CPS	1969	194	COUNTY	555	CLEVELAND	VAIL	NW		676-C2	N34°00.864 W118°07.127	300-3	3.5	0	4	12	0	1	MK	04/27/2011	
CPS	1969	195	COUNTY	555	CLEVELAND	VAIL	SW		676-C2	N34°00.857 W118°07.128	300-3	3.5	0	4	12	0	1	MK	04/27/2011	
CPS	1969	196	COUNTY	555	CLEVELAND	18TH	SW		676-C2	N34°00.867 W118°07.190	300-3	3.5	0	4	12	0	1	MK	04/27/2011	
CPS	1969	198	COUNTY	5750	VAIL	WHITTIER	NE		676-C2	N34°00.756 W118°07.148	300-3	10	0	4.5	9	0	1	MK	04/27/2011	
CPS	1969	199	COUNTY	5750	VAIL	WHITTIER	NW		676-C2	N34°00.756 W118°07.156	300-3	14	0	4.5	10	0	1	MK	04/27/2011	
ARS & CPS	1969	200	COUNTY	5750	WHITTIER	VAIL	SW		676-C2	N34°00.745 W118°07.170	300-3	10	0	4.5	11	2	1	MK	04/28/2011	
ARS & CPS	1969	201	COUNTY	5750	WHITTIER	18TH	SW		676-C2	N34°00.754 W118°07.230	300-3	7	0	3.5	10	2	1	MK	04/28/2011	
CPS	1969	202	COUNTY	5750	WHITTIER	18TH	NW		676-C2	N34°00.769 W118°07.236	300-3	7	0	4.5	10	0	1	MK	04/28/2011	
CPS	1969	203	COUNTY	5750	18TH	WHITTIER	NW		676-C2	N34°00.771 W118°07.218	300-3	14	0	4.5	9	0	1	MK	04/28/2011	
CPS	1969	204	COUNTY	5750	18TH	WHITTIER	NE		676-C2	N34°00.769 W118°07.214	300-3	10	0	4	10	0	1	MK	04/28/2011	
ARS & CPS	1969	205	COUNTY	5750	WHITTIER	19TH	SW		676-C2	N34°00.773 W118°07.296	300-3	7	0	4	10	2	1	MK	04/28/2011	
ARS & CPS	1969	206	COUNTY	5750	WHITTIER	19TH	NW		676-C2	N34°00.779 W118°07.284	300-3	28	0	4.5	10	6	1	MK	04/28/2011	
CPS	1969	207	COUNTY	5750	19TH	WHITTIER	NW		676-C2	SEE COMMENTS						0	0	MK	04/28/2011	NO STEP CLEARANCE
CPS	1969	208	COUNTY	5750	20TH	WHITTIER	NE		676-C2	N34°00.794 W118°07.344	300-3	28	0	4.5	10	0	1	MK	04/28/2011	
CPS	1969	209	COUNTY	5750	20TH	WHITTIER	NW		676-C2	N34°00.794 W118°07.339	300-3	14	0	6	9	0	1	MK	04/28/2011	
ARS & CPS	1969	210	COUNTY	5750	WHITTIER	20TH	NW		676-C2	N34°00.783 W118°07.355	300-3	7	0	5	10	2	1	MK	04/28/2011	
ARS & CPS	1969	211	COUNTY	5750	21ST	WHITTIER	NE		676-C2	N34°00.811 W118°07.409	300-3	21	0	4	9	5	1	MK	04/28/2011	
ARS & CPS	1969	212	COUNTY	5750	21ST	WHITTIER	NW		676-B2	N34°00.809 W118°07.406	300-3	21	0	4	8	5	0	MK	04/28/2011	NO STEP CLEARANCE
ARS & CPS	1969	213	COUNTY	5750	WHITTIER	21ST	NW		676-B2	N34°00.801 W118°07.416	300-3	7	0	4	9	2	1	MK	04/28/2011	
ARS & CPS	1969	214	COUNTY	5750	WHITTIER	22ND/19TH	MID		676-B2	N34°00.792 W118°07.420	300-3	7	0	4	10	2	1	MK	04/28/2011	
CPS	1969	215	COUNTY	DDI 23	WHITTIER	WILCOX	NE		676-B2	SEE COMMENTS						0	0	MK	04/28/2011	TOO SHALLOW
CPS	1969	216	COUNTY	DDI 23	WILCOX	WHITTIER	NW		676-B2	N34°00.833 W118°07.509	300-3	10	0	5	11	0	1	MK	04/28/2011	
CPS	1969	217	COUNTY	DDI 23	WHITTIER	WILCOX	NW		676-B2	N34°00.826 W118°07.516	300-3	14	0	5	10	0	1	MK	04/28/2011	
CPS	1969	218	COUNTY	DDI 23	WHITTIER	WILCOX	SW		676-B2	N34°00.816 W118°07.520	300-3	14	0	4	10	0	1	MK	04/28/2011	
CPS	1969	219	COUNTY	1109	CONCOURSE	WHITTIER	NE		676-B2	N34°00.856 W118°07.601	300-3	5	0	4.5	11	0	1	MK	04/28/2011	
CPS	1969	220	COUNTY	1109	CONCOURSE	WHITTIER	NW		676-B2	N34°00.859 W118°07.608	300-3	3.5	0	3.5	12	0	1	MK	04/28/2011	
CPS	1969	221	COUNTY	1109	WHITTIER	CONCOURSE	WN		676-B2	N34°00.855 W118°07.637	300-3	14	0	5	10	0	1	MK	04/28/2011	
ARS & CPS	1969	222	COUNTY	1109	WHITTIER	CONCOURSE	NW		676-B2	N34°00.843 W118°07.646	300-3	7	0	4	10	2	0	MK	04/28/2011	NO STEP CLEARANCE
CPS	1969	223	COUNTY	DDI 23	ALLSTON	CONCOURSE/22ND	MID		676-B2	N34°00.779 W118°07.536	300-3	3.5	0	3.5	12	0	1	MK	04/28/2011	
CPS	1969	224	COUNTY	DDI 23	ALLSTON	CONCOURSE/22ND	MID		676-B2	N34°00.772 W118°07.535	300-3	3.5	0	4	13	0	1	MK	04/28/2011	
CPS	1969	226	COUNTY	1109	ALLSTON	22ND	NW		676-B2	SEE COMMENTS						0	0	MK	04/28/2011	FLOOR OUTLET
CPS	1969	227	COUNTY	DDI 23	NORTHSIDE	CONCOURSE/EASTON	MID		676-B2	N34°00.738 W118°07.549	300-3	3.5	0	3.5	12	0	1	MK	04/28/2011	
CPS	1969	228	COUNTY	DDI 23	NORTHSIDE	CONCOURSE/EASTON	MID		676-B2	N34°00.727 W118°07.547	300-3	3.5	0	3	12	0	1	MK	04/28/2011	
CPS	1969	229	COUNTY	DDI 23	EASTON	CONCOURSE/NORTHSIDE	MID		676-B2	N34°00.701 W118°07.555	300-3	3.5	0	3.5	12	0	1	MK	04/28/2011	
CPS	1969	230	COUNTY	DDI 23	EASTON	CONCOURSE/NORTHSIDE	MID		676-B2	N34°00.696 W118°07.556	300-3	3.5	0	3.5	12	0	1	MK	04/28/2011	
CPS	1969	232	COUNTY	DDI 23	OLYMPIC	CONCOURSE/KENSINGTON	MID		676-B2	N34°00.655 W118°07.562	300-3	7	0	4	10	0	1	MK	04/28/2011	
CPS	1969	233	COUNTY	DDI 23	OLYMPIC	CONCOURSE/KENSINGTON	MID		676-B2	N34°00.645 W118°07.560	300-3	7	0	4.5	12	0	1	MK	04/28/2011	
CPS	1969	234	COUNTY	DDI 23	OLYMPIC	KENSINGTON	NW		676-B2	N34°00.649 W118°07.517	300-3	5	0	3.5	12	0	1	MK	04/28/2011	
CPS	1969	235	COUNTY	DDI 23	OLYMPIC	KENSINGTON	NE		676-B2	N34°00.644 W118°07.486	300-3	5	0	4.5	11	0	1	MK	04/28/2011	
CPS	1969	236	COUNTY	1109	MEDFORD	ALLSTON/19TH	MID		676-C2	N34°00.704 W118°07.373	300-3	3.5	0	3.5	12	0	1	MK	04/28/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	1969	237	COUNTY	1109	MILLIS	MEDFORD	NW		676-C2	N34°00.675 W118°07.349	300-3	3.5	0	3.5	12	0	1	MK	04/28/2011	
CPS	1969	238	COUNTY	1109	MEDFORD	ALLSTON/19TH	MID		676-C2	N34°00.678 W118°07.328	300-3	7	0	4.5	11	0	1	MK	04/28/2011	
CPS	1969	239	COUNTY	1109	19TH	MEDFORD	NW		676-C2	SEE COMMENTS						0	0	MK	04/28/2011	INLET IN WAY OF CPS
CPS	1969	240	COUNTY	1109	MILLIS	MEDFORD	SW		676-C2	N34°00.662 W118°07.327	300-3	3.5	0	4	12	0	1	MK	04/29/2011	
CPS	1969	241	COUNTY	1109	19TH	MEDFORD	NE		676-C2	N34°00.675 W118°07.306	300-3	3.5	0	3.5	11	0	1	MK	04/29/2011	
CPS	1969	242	COUNTY	1109	MEDFORD	18TH	NW		676-C2	N34°00.634 W118°07.262	300-3	3.5	0	7.5	11	0	1	MK	04/29/2011	
CPS	1969	243	COUNTY	1109	18TH	MEDFORD	NW		676-C2	N34°00.636 W118°07.261	300-3	7	0	3	12	0	1	MK	04/29/2011	
CPS	1969	244	COUNTY	1109	18TH	MEDFORD	NE		676-C2	N34°00.614 W118°07.260	300-3	7	0	4.5	13	0	1	MK	04/29/2011	
ARS & CPS	1969	245	COUNTY	1109	18TH	OLYMPIC	NW		676-C2	N34°00.615 W118°07.266	300-3	3.5	0	6	12	1	1	MK	04/29/2011	
ARS & CPS	1969	246	COUNTY	1109	OLYMPIC	18TH	NW		676-C2	SEE COMMENTS						0	0	GK	04/29/2011	STEEP GUTTER FLOWLINE; TOO NARROW
ARS & CPS	1969	247	COUNTY	1109	OLYMPIC	VAIL	NW		676-C2	N34°00.598 W118°07.211	300-3	3.5	0	7	12	1	1	MK	04/29/2011	
ARS & CPS	1969	248	COUNTY	1109	OLYMPIC	VAIL	SW		676-C2	N34°00.590 W118°07.220	300-3	14	0	3.5	10	0	1	MK	04/29/2011	DAMAGED CURB
CPS	1969	249	COUNTY	1109	VAIL	OLYMPIC	NW		676-C2	SEE COMMENTS	300-3	14	0	4	11	0	0	MK	04/29/2011	NO STEP CLEARANCE
CPS	1969	250	COUNTY	1109	VAIL	OLYMPIC	NE		676-C2	N34°00.608 W118°07.193	300-3	14	0	3.5	12	0	1	MK	04/29/2011	
CPS	1969	251	COUNTY	1109	VAIL	OLYMPIC	NE		676-C2	N34°00.598 W118°07.197	303-3	3.5	1	2.5	1	0	1	MK	04/29/2011	
CPS	1969	252	COUNTY	DDI 23	FERGUSON	PICKERING WAY	SW		676-C3	N34°00.454 W118°07.321	300-3	7	0	3	12	0	1	MK	04/29/2011	
CPS	1969	253	COUNTY	DDI 23	FERGUSON	PICKERING WAY	NW		676-C2	SEE COMMENTS						0	0	MK	04/29/2011	TOO SHALLOW
CPS	1969	254	COUNTY	FLOTILLA ST. STORM DRAIN	FLOTILLA	YATES/VAIL	MID		636-B3	N34°00.290 W118°07.507	300-3	3.5	0	4.5	12	0	1	MK	04/29/2011	
CPS	1969	255	COUNTY	FLOTILLA ST. STORM DRAIN	FLOTILLA	YATES/VAIL	MID		636-B3	N34°00.290 W118°07.509	300-3	3.5	0	6.5	12	0	1	MK	04/29/2011	
CPS	1969	257	COUNTY	FLOTILLA ST. STORM DRAIN	FLOTILLA	YATES/VAIL	MID		636-B3	N34°00.301 W118°07.526	300-3	3.5	0	4.5	12	0	1	MK	04/29/2011	
CPS	1969	258	COUNTY	FLOTILLA ST. STORM DRAIN	FLOTILLA	YATES/VAIL	MID		636-B3	N34°00.312 W118°07.551	300-3	7	0	5	12	0	1	MK	04/29/2011	
CPS	1969	281	COUNTY	DDI 23	GARFIELD	ALLSTON	NW		676-B2	N34°00.849 W118°07.817	300-3	3.5	0	4	11	0	1	MK	04/29/2011	
ARS & CPS	1969	288	COUNTY	DDI 23	GARFIELD	ALLSTON	NE		676-B2	N34°00.842 W118°07.814	300-3	3.5	0	4	12	1	1	MK	04/29/2011	
CPS	1969	290	COUNTY	9901	MADISON	4TH	SE		676-E2	N34°00.765 W118°06.161	300-3	3.5	0	5	11	0	1	MK	04/29/2011	
ARS & CPS	1969	291	COUNTY	9901	MADISON	4TH	NE		676-E2	N34°00.771 W118°06.164	302-3	3.5	1	4.5	12	0	1	MK	04/29/2011	GRATED
ARS & CPS	1969	292	COUNTY	9901	4TH	MADISON	NE		676-E2	N34°00.778 W118°06.165	300-3	3.5	0	4.5	12	1	1	MK	04/29/2011	
ARS & CPS	1969	293	COUNTY	9901	4TH	MADISON	NW		676-E2	N34°00.779 W118°06.167	300-3	3.5	0	5	12	1	1	MK	04/29/2011	
ARS & CPS	1969	294	COUNTY	9901	4TH	MADISON	SW		676-E2	N34°00.764 W118°06.178	300-3	3.5	0	6	12	1	1	MK	04/29/2011	
CPS	1969	295	COUNTY	9901	MADISON	5TH	SE		676-E2	SEE COMMENTS	300-3	3.5	0	7	12	0	0	MK	04/29/2011	PIPE IN FLOOR
CPS	1969	296	COUNTY	9901	5TH	MADISON	SE		676-E2	SEE COMMENTS	300-3	7	0	6.5	12	0	0	MK	04/29/2011	NO STEP CLEARANCE
CPS	1969	297	COUNTY	9901	5TH	MADISON	SW		676-E2	N34°00.776 W118°06.239	300-3	10	0	4	12	0	1	MK	04/29/2011	
CPS	1969	298	COUNTY	9901	MADISON	5TH	NE		676-E2	N34°00.786 W118°06.220	300-3	3.5	0	6	12	0	1	MK	04/29/2011	
CPS	1969	299	COUNTY	9901	5TH	MADISON	NE		676-E2	N34°00.792 W118°06.227	300-3	7	0	6.5	12	0	1	MK	04/29/2011	
CPS	1969	300	COUNTY	9901	5TH	MADISON	NW		676-E2	N34°00.794 W118°06.234	300-3	7	0	4.5	12	0	1	MK	04/29/2011	
CPS	1969	301	COUNTY	9901	MADISON	6TH	SE		676-E2	SEE COMMENTS						0	0	MK	04/29/2011	FLOOR OUTLET
CPS	1969	302	COUNTY	9901	MADISON	6TH	NE		676-E2	N34°00.799 W118°06.284	300-3	3.5	0	6	12	0	1	MK	04/29/2011	
CPS	1969	303	COUNTY	9901	6TH	MADISON	NE		676-E2	SEE COMMENTS						0	0	MK	04/29/2011	NO STEP CLEARANCE
CPS	1969	304	COUNTY	9901	6TH	MADISON	NW		676-E2	N34°00.806 W118°06.297	300-3	21	0	4	12	0	1	MK	04/29/2011	
CPS	1969	305	COUNTY	9901	MADISON	7TH	SE		676-E2	SEE COMMENTS						0	0	MK	04/29/2011	FLOOR OUTLET
CPS	1969	306	COUNTY	9901	MADISON	7TH	NE		676-E2	N34°00.813 W118°06.340	300-3	3.5	0	6	12	0	1	MK	04/29/2011	

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CPS	1969	307	COUNTY	9901	7TH	MADISON	NE		676-E2	SEE COMMENTS	300-3	14	0	4	12	0	0	MK	04/29/2011	NO INLET CLEARANCE
CPS	1969	308	COUNTY	9901	7TH	MADISON	NW		676-D2	N34°00.821 W118°06.364	300-3	14	0	4.5	12	0	1	MK	05/02/2011	
CPS	1969	309	COUNTY	9901	7TH	MADISON	SW		676-D2	N34°00.801 W118°06.367	300-3	3.5	0	4.5	11	0	1	MK	05/02/2011	
CPS	1969	310	COUNTY	9901	MADISON	MONTEBELLO	SE		676-D2	SEE COMMENTS						0	0	MK	05/02/2011	FLOOR OUTLET
CPS	1969	311	COUNTY	9901	MADISON	MONTEBELLO	NE		676-D2	N34°00.821 W118°06.399	300-3	7	0	6.5	11	0	1	MK	05/02/2011	
ARS & CPS	1969	312	COUNTY	9901	MONTEBELLO	MADISON	NE		676-D2	N34°00.825 W118°06.404	300-3	14	0	5	10	3	1	MK	05/02/2011	
ARS & CPS	1969	313	COUNTY	9901	MONTEBELLO	MADISON	MEDIAN		676-D2	N34°00.830 W118°06.421	300-3	14	0	5.5	10	3	1	MK	05/02/2011	
ARS & CPS	1969	314	COUNTY	9901	MONTEBELLO	MADISON	NW		676-D2	N34°00.837 W118°06.426	300-3	14	0	3.5	11	3	1	MK	05/02/2011	
CPS	1969	315	COUNTY	9901	MADISON	SPRUCE	NE		676-D2	N34°00.845 W118°06.508	300-3	3.5	0	4	14	0	1	MK	05/02/2011	
CPS	1969	316	COUNTY	9901	SPRUCE	MADISON	NE		676-D2	N34°00.850 W118°06.514	300-3	3.5	0	3.5	12	0	1	MK	05/02/2011	
CPS	1969	317	COUNTY	9901	SPRUCE	MADISON	NW		676-D2	SEE COMMENTS						0	0	MK	05/02/2011	NO INLET CLEARANCE
CPS	1969	318	COUNTY	9901	MADISON	10TH	SE		676-D2	N34°00.848 W118°06.573	300-3	7	0	5	11	0	1	MK	05/02/2011	
CPS	1969	319	COUNTY	9901	MADISON	10TH	NE		676-D2	N34°00.860 W118°06.571	300-3	7	0	6.5	13	0	1	MK	05/02/2011	
CPS	1969	320	COUNTY	9901	10TH	MADISON	NE		676-D2	N34°00.859 W118°06.576	300-3	10	0	6	12	0	1	MK	05/02/2011	
CPS	1969	321	COUNTY	9901	10TH	MADISON	NW		676-D2	N34°00.862 W118°06.585	300-3	10	0	3	12	0	1	MK	05/02/2011	
CPS	1969	343	COUNTY	1109	ROOSEVELT	MONTEBELLO	NE		676-D3	N34°00.325 W118°06.555	300-3	7	0	6	12	0	1	MK	05/02/2011	
CPS	1969	344	COUNTY	1109	ROOSEVELT	MONTEBELLO	SE		676-D3	N34°00.317 W118°06.570	300-3	7	0	4.5	11	0	1	MK	05/02/2011	
CPS	1969	348	COUNTY	1109	GREENWOOD	OLYMPIC	SE		676-D3	N34°00.426 W118°06.777	300-3	3.5	0	4	8	0	1	MK/GK	5/2/11 5/23/11	
ARS & CPS	1969	349	COUNTY	1109	OLYMPIC	GREENWOOD	SE		676-D3	N34°00.428 W118°06.771	300-3	14	0	5	10	3	1	MK	05/02/2011	
CPS	1969	350	COUNTY	1109	OLYMPIC	SPRUCE	NE		676-D3	SEE COMMENTS						0	0	MK	05/02/2011	FLOOR OUTLET
CPS	1969	351	COUNTY	1109	OLYMPIC	10TH	NE		676-D3	SEE COMMENTS						0	0	MK	05/02/2011	FLOOR OUTLET
ARS & CPS	1969	352	COUNTY	1109	OLYMPIC	GREENWOOD	JE		676-D3	N34°00.435 W118°06.771	300-3	3.5	0	6	10	1	1	MK	05/02/2011	
ARS & CPS	1969	353	COUNTY	1109	OLYMPIC	TAYLOR	SE		676-C3	N34°00.450 W118°06.887	300-3	14	0	4	10	3	1	MK	05/02/2011	
ARS & CPS	1969	354	COUNTY	1109	OLYMPIC	TAYLOR	NE		676-C2	N34°00.465 W118°06.889	300-3	7	0	4	11	2	1	MK	05/02/2011	
ARS & CPS	1969	355	COUNTY	1109	OLYMPIC	PARK/TAYLOR	MID		676-C2	N34°00.466 W118°06.975	300-3	7	0	4	9	2	1	GK	05/18/2011	
ARS & CPS	1969	356	COUNTY	1109	OLYMPIC	PARK/TAYLOR	MID		676-C2	N34°00.469 W118°06.974	300-3	7	0	3.5	9	2	0	MK/GK	5/2/11 5/23/11	NO MANHOLE CLEARANCE
ARS & CPS	1969	357	COUNTY	WILCOX AVE PARK DRAIN	OLYMPIC	PARK	WS		676-C2	N34°00.481 W118°07.015	300-3	7	0	4	9	2	1	GK	05/25/2011	
ARS & CPS	1969	358	COUNTY	WILCOX AVE PARK DRAIN	OLYMPIC	MAPLE/PARK	MID		676-C2	N34°00.490 W118°07.010	300-3	7	0	4	10	2	1	MK	05/02/2011	
ARS & CPS	1969	359	COUNTY	1109	MAPLE	OLYMPIC	NE		676-C2	N34°00.515 W118°07.051	300-3	3.5	0	5	12	1	1	MK	05/02/2011	
ARS & CPS	1969	360	COUNTY	1109	MAPLE	OLYMPIC	NW		676-C2	N34°00.526 W118°07.056	300-3	14	0	4.5	10	3	1	MK	05/02/2011	
ARS & CPS	1969	361	COUNTY	1109	OLYMPIC	MAPLE	NW		676-C2	N34°00.522 W118°07.069	300-3	7	0	4	10	2	1	MK	05/02/2011	
ARS & CPS	1969	362	COUNTY	1109	OLYMPIC	MAPLE	SW		676-C2	N34°00.509 W118°07.065	300-3	7	0	4.5	10	2	1	MK	05/02/2011	
ARS & CPS	1969	366	COUNTY	5750	WHITTIER	VAIL/CALIFORNIA	MID		676-C2	N34°00.725 W118°07.076	300-3	14	0	3.5	10	3	1	MK	05/02/2011	
CPS	1969	367	COUNTY	5750	CALIFORNIA	WHITTIER	SW		676-C2	N34°00.720 W118°07.063	300-3	3.5	0	4	11	0	1	MK	05/02/2011	
CPS	1969	368	COUNTY	5750	CALIFORNIA	WHITTIER	NE		676-C2	SEE COMMENTS						0	0	MK	05/02/2011	NO STEP CLEARANCE
CPS	1969	369	COUNTY	5750	WHITTIER	MAPLE	SW		676-C2	N34°00.707 W118°07.008	300-3	10	0	4	10	0	1	MK	05/02/2011	
ARS & CPS	1969	370	COUNTY	5750	MAPLE	WHITTIER	SW		676-C2	N34°00.703 W118°07.005	300-3	10	0	4.5	10	2	1	MK	05/02/2011	
ARS & CPS	1969	371	COUNTY	5750	WHITTIER	MAPLE	NW		676-C2	N34°00.716 W118°07.002	300-3	7	0	4.5	10	2	1	MK	05/02/2011	
ARS & CPS	1969	372	COUNTY	5750	MAPLE	WHITTIER	NW		676-C2	N34°00.721 W118°06.997	300-3	14	0	4	9	3	0	MK	05/02/2011	NO STEP CLEARANCE
ARS & CPS	1969	373	COUNTY	5750	MAPLE	WHITTIER	NE		676-C2	N34°00.721 W118°06.989	300-3	14	0	4	10	3	1	MK	05/02/2011	
CPS	1969	375	COUNTY	5750	PARK	WHITTIER	NW		676-C2	N34°00.710 W118°06.932	300-3	14	0	4.5	8	0	1	MK	05/02/2011	
CPS	1969	376	COUNTY	5750	PARK	WHITTIER	NE		676-C2	N34°00.704 W118°06.928	300-3	10	0	4.5	10	0	1	MK	05/02/2011	
CPS	1969	383	COUNTY	5750	LOS ANGELES	TAYLOR	SE		676-D2	N34°00.561 W118°06.865	300-3	14	0	3.5	10	0	1	MK	05/03/2011	

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Permit PCFL 200902616
CLOSE-OUT SUBMITTAL

UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	1969	384	COUNTY	5750	LOS ANGELES	TAYLOR	NE		676-D2	N34°00.566 W118°06.862	300-3	7	0	4	10	0	1	MK	05/03/2011	
CPS	1969	385	COUNTY	5750	TAYLOR	LOS ANGELES	NE		676-D2	N34°00.564 W118°06.868	300-3	3.5	0	3	11	0	1	MK	05/03/2011	
CPS	1969	387	COUNTY	555	CLEVELAND	PARK	NE		676-C2	N34°00.815 W118°06.908	300-3	3.5	0	4	12	0	1	MK	05/03/2011	
CPS	1969	388	COUNTY	555	MAPLE	CLEVELAND	NE		676-C2	SEE COMMENTS	300-3	24	0	4	12	0	0	MK	05/03/2011	NO STEP CLEARANCE
CPS	1969	390	COUNTY	555	MAPLE	CLEVELAND	NW		676-C2	SEE COMMENTS						0	0	MK	05/03/2011	NO STEP CLEARANCE
CPS	1969	391	COUNTY	555	MAPLE	CLEVELAND	NW		676-C2	SEE COMMENTS						0	0	MK	05/03/2011	NO ACCESS - SCHOOL FENCED OFF
CPS	1969	393	COUNTY	555	16TH	CLEVELAND	NE		676-C2	N34°00.853 W118°07.056	300-3	3.5	0	4	11	0	1	MK	05/03/2011	
CPS	1969	394	COUNTY	555	16TH	CLEVELAND	NW		676-C2	N34°00.854 W118°07.063	300-3	3.5	0	4	12	0	1	MK	05/03/2011	
CPS	1969	395	COUNTY	555	CLEVELAND	16TH	NW		676-C2	N34°00.850 W118°07.067	300-3	3.5	0	4	12	0	1	MK	05/03/2011	
CPS	1969	396	COUNTY	555	VAIL	CLEVELAND	NE		676-C2	N34°00.863 W118°07.116	300-3	7	0	4	12	0	1	MK	05/03/2011	
CPS	1969	397	COUNTY	555	VAIL	CLEVELAND	NW		676-C2	N34°00.866 W118°07.124	300-3	7	0	4	9	0	1	MK	05/03/2011	
ARS & CPS	1969	398	COUNTY	DDI 23	GARFIELD	VIA ACOSTA	SE		636-A7	N34°01.420 W118°07.982	300-3	3.5	0	4	12	0	1	MK	05/03/2011	FRONT CURB MISSING
ARS & CPS	1969	399	COUNTY	5750	WHITTIER	22ND	SE		676-B2	N34°00.808 W118°07.439	300-3	7	0	3.5	10	2	1	MK	05/03/2011	
CPS	1969	401	COUNTY	MTD 114	BEVERLY	18TH/MAPLE	MID		676-C1	N34°01.161 W118°06.931	300-3	14	0	8	10	0	1	MK	05/03/2011	
ARS & CPS	1969	420	COUNTY	MTD 1298	MONTEBELLO	OLYMPIC	SE		676-D3	N34°00.377 W118°06.548	300-3	7	0	4	11	2	1	MK	05/03/2011	
ARS & CPS	1969	421	COUNTY	MTD 1298	OLYMPIC	MONTEBELLO	SE		676-D3	N34°00.379 W118°06.531	302-3	7	2	6	10	0	1	MK	05/03/2011	GRATED
ARS & CPS	1969	424	COUNTY	MTD 1298	MONTEBELLO	OLYMPIC	NE		676-D3	N34°00.397 W118°06.540	300-3	7	0	4	11	2	1	MK	05/03/2011	
CPS	1969	425	COUNTY	MTD 1298	LOS ANGELES	7TH	SE		676-D2	N34°00.483 W118°06.450	300-3	7	0	4.5	8	0	1	MK	05/03/2011	
CPS	1969	426	COUNTY	MTD 1298	LOS ANGELES	7TH	NE		676-D2	N34°00.490 W118°06.450	300-3	2.5	0	5.5	8	0	1	MK	05/03/2011	
CPS	1969	427	COUNTY	MTD 1298	6TH	LOS ANGELES	SW		676-D2	N34°00.464 W118°06.400	300-3	3.5	0	6	10	0	1	MK	05/03/2011	
CPS	1969	428	COUNTY	MTD 1298	6TH	LOS ANGELES	SE		676-D2	N34°00.464 W118°06.394	300-3	3.5	0	4	11	0	1	MK	05/03/2011	
CPS	1969	431	COUNTY	MTD 1298	7TH	LOS ANGELES	SW		676-D2	N34°00.478 W118°06.465	300-3	5	0	4.5	10	0	1	MK	05/03/2011	
CPS	1969	432	COUNTY	MTD 1298	7TH	LOS ANGELES	SE		676-D2	N34°00.476 W118°06.461	300-3	2.5	0	6.5	10	0	1	MK	05/03/2011	
CPS	1969	434	COUNTY	MTD 1298	LOS ANGELES	6TH	SE		676-E2	N34°00.466 W118°06.390	300-3	5	0	4.5	10	0	1	MK	05/03/2011	
CPS	1969	435	COUNTY	MTD 1298	LOS ANGELES	6TH	NE		676-E2	N34°00.476 W118°06.387	300-3	5	0	5.5	10	0	1	MK	05/03/2011	
CPS	1969	438	COUNTY	MTD 1298	LOS ANGELES	5TH	NE		676-E2	N34°00.451 W118°06.326	300-3	12	0	5	10	0	1	MK	05/03/2011	
CPS	1969	439	COUNTY	MTD 1298	LOS ANGELES	5TH	SE		676-E3	N34°00.458 W118°06.324	300-3	8	0	6	10	0	1	MK	05/03/2011	
ARS & CPS	1969	442	COUNTY	MTD 1298	LOS ANGELES	4TH	NE		676-E3	N34°00.447 W118°06.262	300-3	14	0	4.5	10	3	1	MK	05/03/2011	
ARS & CPS	1969	443	COUNTY	MTD 1298	LOS ANGELES	4TH	SE		676-E3	N34°00.428 W118°06.266	300-3	14	0	4	8	3	1	GK	05/23/2011	
ARS & CPS	1969	452	COUNTY	MTD 114	BEVERLY	21ST/20TH	MID		636-C7	N34°01.225 W118°07.249	300-3	7	0	7.5	10	2	1	MK	05/03/2011	
ARS & CPS	1969	457	COUNTY	MTD 114	BEVERLY	16TH	SW		676-C1	N34°01.162 W118°06.977	300-3	14	0	6.5	9	3	1	MK	05/03/2011	
ARS & CPS	1969	458	COUNTY	DDI 23	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		636-A7	N34°01.447 W118°07.969	300-3	3.5	0	3.5	12	1	1	MK	05/03/2011	
ARS & CPS	1969	461	COUNTY	MTD 114	BEVERLY	19TH	MEDIAN		676-C1	N34°01.194 W118°07.132	300-3	3.5	0	6	7	1	1	MK	05/03/2011	
ARS & CPS	1969	462	COUNTY	MTD 114	BEVERLY	19TH	NE		676-C1	N34°01.198 W118°07.127	300-3	7	0	4	10	2	1	MK	05/03/2011	
CPS	1969	468	COUNTY	9901	MADISON	4TH	NE		676-E2	N34°00.774 W118°06.175	302-3	3.5	1	4.5	8	0	1	MK	05/03/2011	
CPS	1969	469	COUNTY	MTD 114	WILCOX	BEVERLY	NW		636-C7	N34°01.288 W118°07.370	300-3	14	0	3.5	10	0	1	MK	05/03/2011	
ARS & CPS	1969	470	COUNTY	MTD 114	BEVERLY	VIA VAL VERDE/WILCOX	MID		676-B1	N34°01.247 W118°07.401	300-3	14	0	3.5	10	3	1	MK	05/03/2011	
ARS & CPS	1969	471	COUNTY	4832	BEVERLY	VIA VAL VERDE	MEDIAN		676-B1	N34°01.280 W118°07.530	300-3	3.5	0	2	7	1	0	MK	05/03/2011	TOO NARROW
ARS & CPS	1969	472	COUNTY	4832	BEVERLY	VIA VAL VERDE	NE		676-B1	N34°01.282 W118°07.517	300-3	10	0	6.5	10	2	1	MK	05/03/2011	
CPS	1969	474	COUNTY	5750	TAYLOR	LOS ANGELES/OLYMPIC	MID		676-D2	N34°00.530 W118°06.878	300-3	7	0	6	10	0	1	MK	05/04/2011	
CPS	1969	475	COUNTY	5750	TAYLOR	WHITTIER/OLYMPIC	MID		676-C2	N34°00.532 W118°06.888	300-3	7	0	4	11	0	1	MK	05/04/2011	
ARS & CPS	1969	476	COUNTY	5750	WHITTIER	VAIL/MAPLE	MID		676-C2	N34°00.721 W118°07.014	300-3	14	0	4	10	3	1	MK	05/04/2011	
ARS & CPS	1969	477	COUNTY	1109	OLYMPIC	VAIL/MAPLE	MID		676-C2	N34°00.561 W118°07.136	300-3	7	0	4	10	2	1	MK	05/04/2011	
ARS & CPS	1969	478	COUNTY	1109	OLYMPIC	VAIL/MAPLE	MID		676-C2	N34°00.550 W118°07.129	300-3	7	0	4.5	10	2	1	MK	05/04/2011	
ARS & CPS	1969	480	COUNTY	DDI 23	GARFIELD	VIA CORONA	NE		676-A1	N34°01.292 W118°08.046	300-3	3.5	0	4	12	1	0	MK	05/04/2011	FLOOR OUTLET
ARS & CPS	1969	481	COUNTY	DDI 23	GARFIELD	VIA CORONA	NE		676-A1	N34°01.296 W118°08.044	300-3	28	0	4.5	12	6	1	MK	05/04/2011	
CPS	1969	482	COUNTY	DDI 23	VIA CORONA	GARFIELD	SE		676-A1	N34°01.279 W118°08.032	300-3	3.5	0	4	12	0	1	MK	05/04/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	1969	483	COUNTY	9901	VIA LUNETO	HAY	NE		676-B1	N34°01.188 W118°07.893	300-3	3.5	0	4	12	0	1	GK	04/22/2011	
ARS & CPS	1969	485	COUNTY	MTD 213	LINCOLN	MAPLE	NW		676-D7	N34°01.358 W118°06.810	300-3	7	0	5	9	2	1	MK	05/04/2011	
CPS	1969	486	COUNTY	MTD 213	MAPLE	GRANDVIEW	NW		676-D1	N34°01.299 W118°06.820	300-3	10	0	8	11	0	1	MK	05/04/2011	
CPS	1969	494	COUNTY	9901	VIA CORONA	GARFIELD/HAY	MID		676-A1	SEE COMMENTS						0	0	MK	05/04/2011	FLOOR OUTLET; TOO SHALLOW
CPS	1969	495	COUNTY	9901	VIA CORONA	GARFIELD/HAY	MID		676-A1	SEE COMMENTS						0	0	MK	05/04/2011	FLOOR OUTLET; TOO SHALLOW
ARS & CPS	1969	496	COUNTY	1109	GARFIELD	MADISON	NW		676-B1	N34°01.080 W118°07.833	300-3	10	0	5	10	2	1	MK	05/04/2011	
CPS	1969	498	COUNTY	9901	VIA LUNETO	HAY	WN		676-A1	N34°01.203 W118°07.918	300-3	3.5	0	4	12	0	1	GK	04/22/2011	
CPS	1969	503	COUNTY	9901	VIA LUNETO	HAY	SE		676-B1	N34°01.186 W118°07.906	300-3	7	0	4	11	0	1	GK	04/22/2011	
CPS	1970	001	COUNTY	1109	ROOSEVELT	CALLE CINCO/3RD	MID	432	676-D3	N34°00.258 W118°06.439	300-3	14	0	3	12	0	1	MK	05/04/2011	
CPS	1970	002	COUNTY	1109	ROOSEVELT	CALLE CINCO/3RD	MID		676-D3	N34°00.254 W118°06.448	300-3	3.5	0	4.5	12	0	1	MK	05/04/2011	
CPS	1970	003	COUNTY	1109	CALLE CINCO	ROOSEVELT	SE		676-D3	N34°00.249 W118°06.458	300-3	7	0	3	12	0	1	MK	05/04/2011	
CPS	1970	004	COUNTY	1109	CALLE CINCO	ROOSEVELT	SW		676-D3	SEE COMMENTS	300-3	14	0	4	12	0	0	MK	05/04/2011	TOO NARROW
CPS	1970	005	COUNTY	1109	4TH	ROOSEVELT	NE		676-E3	N34°00.214 W118°06.362	300-3	3.5	0	4.5	12	0	1	MK	05/04/2011	
CPS	1970	006	COUNTY	1109	4TH	ROOSEVELT	NW		676-E3	N34°00.219 W118°06.371	300-3	10	0	4	12	0	1	MK	05/04/2011	
CPS	1970	007	COUNTY	1109	ROOSEVELT	4TH	NE	1490	676-E3	N34°00.209 W118°06.362	300-3	3.5	0	3.5	12	0	1	MK	05/04/2011	
CPS	1970	008	COUNTY	DDI 23	MINES	MONTEBELLO	SE		676-D3	N34°00.115 W118°06.667	300-3	7	0	4	11	0	1	MK	05/05/2011	
CPS	1970	011	COUNTY	5701	BEACH	MONTEBELLO	NW		676-D4	N33°59.890 W118°06.828	302-2	3.5	1	2.5	10	0	1	MK	05/05/2011	
ARS & CPS	1970	012	COUNTY	5701	GREENWOOD	BEACH	NW		676-C4	N33°59.964 W118°07.015	302-3	7	2	6.5	12	0	1	MK	05/05/2011	GRATED
ARS & CPS	1970	013	COUNTY	5701	GREENWOOD	BEACH	NE		676-C4	N33°59.959 W118°07.007	300-3	7	0	4	12	2	1	MK	05/05/2011	
CPS	1970	014	COUNTY	5701	BEACH	GREENWOOD	NE	1020	676-C4	N33°59.949 W118°07.001	303-3	10	3	6	12	0	1	MK	05/05/2011	
CPS	1970	015	COUNTY	5701	BEACH	GREENWOOD	SE	STRIP MALL	676-C4	N33°59.951 W118°07.006	303-3	7	2	6	12	0	1	MK	05/05/2011	
ARS & CPS	1970	016	COUNTY	5701	GREENWOOD	BEACH/WASHINGTON	MID		676-C4	N33°59.874 W118°07.057	300-3	10	0	4	12	2	1	MK	05/05/2011	
ARS & CPS	1970	017	COUNTY	5701	GREENWOOD	BEACH/WASHINGTON	MID	BUS STOP	676-C4	N33°59.822 W118°07.086	300-3	14	0	3.5	12	3	1	MK	05/05/2011	
CPS	1970	018	COUNTY	5701	BEACH	DAVIS/GREENWOOD	MID	1108	676-C4	N33°59.974 W118°07.056	300-3	3.5	0	4	9	0	1	MK	05/05/2011	
CPS	1970	019	COUNTY	5701	DAVIS	BEACH	NE		676-C4	N34°00.003 W118°07.110	300-3	7	0	4	12	0	1	MK	05/05/2011	
CPS	1970	020	COUNTY	5701	DAVIS	BEACH	NW	757	676-C4	N34°00.012 W118°07.119	302-3	7	2	4	10	0	1	MK	05/05/2011	
CPS	1970	021	COUNTY	5701	BEACH	DAVIS	NE		676-C4	N33°59.975 W118°07.080	300-3	10	0	3.5	12	0	1	MK	05/05/2011	
CPS	1970	023	COUNTY	5701	JACMAR	MONTEBELLO	NE		676-D4	N33°59.751 W118°06.898	300-3	14	0	4	12	0	1	MK	05/05/2011	
CPS	1970	024	COUNTY	5701	JACMAR	MONTEBELLO	SE		676-D4	SEE COMMENTS						0	0	MK	05/05/2011	FLOOR OUTLET
CPS	1970	025	COUNTY	5701	MONTEBELLO	JACMAR	NE	856	676-D4	N33°59.762 W118°06.892	302-3	3.5	1	3.5	10	0	1	MK	05/05/2011	
ARS & CPS	1970	026	COUNTY	5701	MONTEBELLO	JACMAR	NW	857	676-D4	N33°59.762 W118°06.904	300-3	3.5	0	3.5	12	1	0	MK	05/05/2011	TOO SHALLOW
CPS	1970	028	COUNTY	5701	MONTEBELLO	WASHINGTON			676-D4	N33°59.650 W118°06.970	301-3	7	1	4.5	12	0	1	MK	05/05/2011	
CPS	1970	065	COUNTY	721	WASHINGTON	VAIL/MAPLE	MID	1600	676-B4	N33°59.873 W118°07.541	300-3	7	0	4	9	0	1	MK	05/05/2011	
CPS	1970	066	COUNTY	721	WASHINGTON	VAIL			676-B4	N33°59.892 W118°07.625	300-3	7	0	4	9	0	1	MK	05/05/2011	
CPS	1970	067	COUNTY	721	WASHINGTON	VAIL/MAPLE	MID		676-B4	N33°59.863 W118°07.551	300-3	7	0	4	9	0	1	MK	05/05/2011	
ARS & CPS	1970	076	COUNTY	5701	WASHINGTON	GREENWOOD	NE		676-C4	N33°59.711 W118°07.143	300-3	14	0	7.5	9	3	1	MK	05/05/2011	
CPS	1970	077	COUNTY	5701	GREENWOOD	WASHINGTON	NE	870	676-C4	SEE COMMENTS						0	0	MK	05/05/2011	TOO SHALLOW
ARS & CPS	1970	078	COUNTY	5701	GREENWOOD	BEACH/WASHINGTON	MID		676-C4	N33°59.730 W118°07.144	300-3	21	0	4	12	5	1	MK	05/05/2011	
ARS & CPS	1970	079	COUNTY	5701	GREENWOOD	WASHINGTON	NW		676-C4	N33°59.729 W118°07.153	300-3	10	1	6.5	10	0	1	MK	05/05/2011	GRATED
ARS & CPS	1970	080	COUNTY	5701	WASHINGTON	GREENWOOD	SE	869	676-C4	N33°59.697 W118°07.151	300-3	7	0	4	9	2	1	MK	05/05/2011	
CPS	1970	081	COUNTY	5701	BEACH	PARK/TAYLOR	MID		676-C4	N34°00.014 W118°07.166	300-3	14	0	4	12	0	1	MK	05/05/2011	
CPS	1970	082	COUNTY	5701	BEACH	TAYLOR	NE		676-C4	N34°00.018 W118°07.152	300-3	3.5	0	3.5	12	0	1	MK	05/05/2011	
CPS	1970	083	COUNTY	5701	TAYLOR	BEACH	NE	756	676-C3	N34°00.023 W118°07.156	302-3	10	3	6.5	11	0	1	MK	05/05/2011	
CPS	1970	084	COUNTY	5701	TAYLOR	BEACH	NW	757	676-C3	N34°00.030 W118°07.161	300-3	10	0	3	12	0	1	MK	05/05/2011	
CPS	1970	085	COUNTY	721	BEACH	VAIL/MAPLE	MID	1527	676-C3	N34°00.100 W118°07.366	300-3	7	0	4	12	0	1	MK	05/05/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	1970	086	COUNTY	721	BEACH	VAIL/MAPLE	MID	1540 NORTH SIDE	676-C3	N34°00.101 W118°07.363	300-3	14	0	4.5	12	0	1	MK	05/05/2011	
CPS	1970	087	COUNTY	721	BEACH	VAIL/MAPLE	MID	1608 NORTH	676-C3	N34°00.100 W118°07.376	300-3	14	0	5	9	0	1	MK	05/05/2011	
ARS & CPS	1970	119	COUNTY	TELE CHURCH DRAIN	CHURCH	TELEGRAPH	NW	HOME DEPOT	676-A6	N33°59.151 W118°08.043	307-3	7	0	7.5	10	0	1	MK	05/05/2011	
CPS	1970	120	COUNTY	TELE CHURCH DRAIN	CHURCH	TELEGRAPH	NE	SIT 'N SLEEP	676-A6	SEE COMMENTS						0	0	MK	05/05/2011	NO STEP CLEARANCE
ARS & CPS	1970	121	COUNTY	TELE CHURCH DRAIN	TELEGRAPH	CHURCH	SW		676-A6	N33°59.134 W118°08.060	307-3	7	0	3	10	2	0	MK	05/05/2011	NO STEP CLEARANCE
ARS & CPS	1970	122	COUNTY	TELE CHURCH DRAIN	TELEGRAPH	CHURCH	NE	SIT 'N SLEEP	676-A6	N33°59.127 W118°08.034	300-3	7	0	3	10	2	1	MK	05/05/2011	
CPS	1970	123	COUNTY	TELE CHURCH DRAIN	TELEGRAPH	CHURCH/MAPLE	MID	7177	676-B6	N33°59.101 W118°08.012	300-3	14	0	4	9	0	1	GK	05/05/2011	
CPS	1970	124	COUNTY	TELE CHURCH DRAIN	TELEGRAPH	CHURCH/MAPLE	MID		676-A6	N33°59.067 W118°07.975	300-3	14	0	4	9	0	1	GK	05/05/2011	
CPS	1970	125	COUNTY	TELE CHURCH DRAIN	TELEGRAPH	CHURCH/MAPLE	MID		676-A6	N33°59.038 W118°07.945	300-3	10	0	4	9	0	1	GK	05/05/2011	
CPS	1970	126	COUNTY	TELE CHURCH DRAIN	MAPLE	TELEGRAPH	NW		676-B6	N33°59.019 W118°07.911	300-3	14	0	4	9	0	1	GK	05/05/2011	
CPS	1970	131	COUNTY	5701	TAYLOR	DATE	NE	1150	676-C5	N33°59.520 W118°07.423	301-3	14	1	6	12	0	1	GK	05/05/2011	
CPS	1970	132	COUNTY	5701	TAYLOR	DATE	NW	1220	676-C5	SEE COMMENTS						0	0	GK	05/05/2011	NO STEP CLEARANCE
CPS	1970	133	COUNTY	5701	DATE	TAYLOR	NE		676-C5	N33°59.512 W118°07.421	300-3	7	0	4	12	0	1	GK	05/05/2011	
CPS	1970	137	COUNTY	555	DATE	VAIL/MAPLE	MID		676-B4	N33°59.614 W118°07.670	300-3	7	0	4	11	0	1	GK	05/05/2011	
CPS	1970	138	COUNTY	555	DATE	VAIL/MAPLE	MID		676-B4	N33°59.612 W118°07.674	300-3	7	0	4	11	0	1	GK	05/05/2011	
CPS	1970	141	COUNTY	5701	DATE	SPRUCE	NE		676-C5	SEE COMMENTS						0	0	GK	05/04/2011	NO STEP CLEARANCE
CPS	1970	142	COUNTY	5701	SPRUCE	DATE	NE		676-C5	SEE COMMENTS						0	0	GK	05/04/2011	TOO SHALLOW
CPS	1970	143	COUNTY	5701	GREENWOOD	DATE	NE	FIRE DEPARTMENT	676-C5	SEE COMMENTS						0	0	GK	05/04/2011	NO STEP CLEARANCE
CPS	1970	144	COUNTY	5701	DATE	GREENWOOD	NE		676-C5	N33°59.461 W118°07.295	300-3	7	0	4	12	0	1	GK	05/05/2011	
CPS	1970	145	COUNTY	5701	DATE	GREENWOOD	SE	STRIP MALL	676-C5	N33°59.452 W118°07.290	300-3	3.5	0	4	11	0	1	GK	05/06/2011	
CPS	1970	146	COUNTY	5701	DATE	SPRUCE	SE		676-C5	N33°59.419 W118°07.207	300-3	3.5	0	4	10	0	1	GK	05/05/2011	
ARS & CPS	1970	147	COUNTY	5701	WASHINGTON	MONTEBELLO/CAROB	MID		676-D4	N33°59.628 W118°06.946	301-3	14	1	4	8	3	1	GK	05/04/2011	
ARS & CPS	1970	148	COUNTY	5701	WASHINGTON	MONTEBELLO	NE		676-C4	N33°59.637 W118°06.961	300-3	14	0	4	8	3	1	GK	05/04/2011	
ARS & CPS	1970	149	COUNTY	5701	WASHINGTON	MONTEBELLO	SE	733	676-C4	N33°59.623 W118°06.969	300-3	7	0	4	8	2	1	GK	05/04/2011	
ARS & CPS	1970	150	COUNTY	5701	WASHINGTON	MONTEBELLO/CAROB	MID		676-C4	N33°59.630 W118°06.956	301-3	14	1	4	8	3	1	GK	05/04/2011	
ARS & CPS	1970	151	COUNTY	5701	MONTEBELLO	FRANKEL	NW		676-C5	N33°59.520 W118°07.046	300-3	3.5	0	4	12	1	1	GK	05/03/2011	
ARS & CPS	1970	152	COUNTY	5701	MONTEBELLO	FRANKEL	NE		676-C5	N33°59.522 W118°07.037	300-3	7	0	4	12	2	1	GK	05/03/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATIDN OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
ARS & CPS	1970	153	COUNTY	5701	FRANKEL	MONTEBELLO	NW		676-C5	N33°59.517 W118°07.050	300-3	3.5	0	4	12	1	1	GK	05/03/2011	
CPS	1970	154	COUNTY	5701	MONTEBELLO	DATE	NW	1161	676-C5	N33°59.396 W118°07.120	300-3	3.5	0	4	12	0	1	GK	05/03/2011	
ARS & CPS	1970	155	COUNTY	5701	MONTEBELLO	DATE	NE	1156	676-C5	N33°59.392 W118°07.110	300-3	7	0	4	12	2	1	GK	05/03/2011	
CPS	1970	156	COUNTY	5701	DATE	MONTEBELLO	NE		676-C5	SEE COMMENTS						0	0	GK	05/03/2011	PIPE IN FLOOR
CPS	1970	157	COUNTY	5701	CAROB	DATE	NW	1161	676-C5	N33°59.357 W118°07.024	300-3	14	0	4	13	0	1	GK	05/03/2011	
CPS	1970	158	COUNTY	5701	CAROB	DATE	NE		676-C5	N33°59.360 W118°07.019	300-3	14	0	4	13	0	1	GK	05/03/2011	
CPS	1970	159	COUNTY	5701	DATE	BLUFF	NW		676-C5	N33°59.305 W118°06.909	300-3	10	0	4	12	0	1	GK	05/04/2011	
CPS	1970	160	COUNTY	5701	DATE	BLUFF	SW		676-C5	N33°59.300 W118°06.913	300-3	7	0	4	12	0	1	GK	05/04/2011	
CPS	1970	161	COUNTY	5701	BLUFF	DATE	NW		675-D5	N33°59.304 W118°06.902	300-3	3.5	0	4	12	0	1	GK	05/04/2011	
CPS	1970	163	COUNTY	RIO HONDO COSTAL BASIN	BLUFF	FRANKEL			675-D5	N33°59.412 W118°06.794	300-3	5	0	6.5	12	0	1	MK	02/09/2011	
CPS	1970	168	COUNTY	5701	GREENWOOD	FRANKEL	NE		676-C4	N33°59.592 W118°07.224	300-3	14	0	4	8	0	1	GK	05/03/2011	
ARS & CPS	1970	169	COUNTY	5701	FRANKEL	GREENWOOD	NE		676-C5	N33°59.583 W118°07.221	300-3	3.5	0	5	11	1	1	GK	05/03/2011	
ARS & CPS	1970	170	COUNTY	5701	GREENWOOD	DATE	NW	1153	676-C5	N33°59.472 W118°07.314	300-3	7	0	4	8	2	1	GK	05/03/2011	
ARS & CPS	1970	171	COUNTY	5701	WASHINGTON	GREENWOOD	NE		676-C4	N33°59.707 W118°07.128	301-3	3	1	4	10	0	1	GK	05/03/2011	GRATED
CPS	1970	202	COUNTY	SYCAMORE ST DRAIN	SYCAMORE	SPRUCE/MONTEBELLO	MID	SOUTH SIDE	676-C6	N33°59.035 W118°07.364	300-3	7	0	4	9	0	1	GK	05/03/2011	
ARS & CPS	1970	212	COUNTY	SYCAMORE ST DRAIN	MONTEBELLO	SYCAMORE	NW	1453	676-C6	N33°59.033 W118°07.332	300-3	28	0	4	8	6	1	GK	05/03/2011	
ARS & CPS	1970	213	COUNTY	SYCAMORE ST DRAIN	MONTEBELLO	SYCAMORE	NE	1452	676-C6	N33°59.029 W118°07.325	300-3	28	0	4	8	6	1	GK	05/03/2011	
CPS	1970	214	COUNTY	SYCAMORE ST DRAIN	GREENWOOD	ELM	SW		676-B5	SEE COMMENTS						0	0	GK	05/03/2011	NO STEP CLEARANCE
ARS & CPS	1970	215	COUNTY	SYCAMORE ST DRAIN	GREENWOOD	ELM	NW	1353	676-B5	N33°59.235 W118°07.446	300-3	21	0	4	9	5	1	GK	05/03/2011	
ARS & CPS	1970	216	COUNTY	SYCAMORE ST DRAIN	GREENWOOD	OAKWOOD/ELM	MID	1360	676-C5	N33°59.220 W118°07.440	300-3	14	0	4	9	3	1	GK	05/03/2011	
ARS & CPS	1970	217	COUNTY	SYCAMORE ST DRAIN	GREENWOOD	OAKWOOD/ELM	MID	1356	676-C5	N33°59.230 W118°07.433	300-3	14	0	4	9	3	0	GK	02/09/2011	NO STEP CLEARANCE
CPS	1970	218	COUNTY	SYCAMORE ST DRAIN	ELM	GREENWOOD	NE		676-C5	N33°59.214 W118°07.437	300-3	7	0	4	9	0	1	GK	02/09/2011	
CPS	1970	219	COUNTY	SYCAMORE ST DRAIN	ELM	GREENWOOD	SE		676-C5	N33°59.204 W118°07.440	300-3	7	0	4	8	0	1	GK	02/09/2011	
CPS	1970	220	COUNTY	SYCAMORE ST DRAIN	SPRUCE	ELM	NW	1361	676-C5	N33°59.184 W118°07.356	300-3	21	0	4	8	0	1	GK	02/09/2011	
CPS	1970	221	COUNTY	SYCAMORE ST DRAIN	SPRUCE	ELM	NE	1360	676-C5	SEE COMMENTS						0	0	GK	02/09/2011	TOO SHALLOW
CPS	1970	222	COUNTY	SYCAMORE ST DRAIN	SPRUCE	SYCAMORE	NW	1457	676-C6	N33°59.066 W118°07.425	300-3	14	0	4	8	0	1	GK	02/09/2011	
CPS	1970	223	COUNTY	SYCAMORE ST DRAIN	SPRUCE	SYCAMORE	NE	1456	676-C6	N33°59.060 W118°07.422	300-3	14	0	4	8	0	1	GK	02/09/2011	
CPS	1970	224	COUNTY	SYCAMORE ST DRAIN	CEDAR	SYCAMORE	NW	1449	676-C6	N33°59.015 W118°07.271	300-3	7	0	4	8	0	1	GK	02/09/2011	
CPS	1970	225	COUNTY	SYCAMORE ST DRAIN	CEDAR	SYCAMORE	NE	1452	676-C6	N33°59.009 W118°07.266	300-3	7	0	4	8	0	1	GK	02/09/2011	
ARS & CPS	1971	001	COUNTY	TELE CHURCH DRAIN	TELEGRAPH	MAPLE	NE	7227	676-B6	N33°58.997 W118°07.907	300-3	14	0	4	9	3	0	GK	05/03/2011	NO STEP CLEARANCE

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	1971	002	COUNTY	TELE CHURCH DRAIN	MAPLE	TELEGRAPH	NE	7227	676-B6	N33°59.006 W118°07.908	300-3	14	0	4	9	0	1	GK	05/03/2011	
CPS	1971	003	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD	NW		676-B6	N33°58.814 W118°07.717	300-3	28	0	4	8	0	1	GK	05/03/2011	
CPS	1971	005	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD	NE	GAS STATION	676-B6	N33°58.781 W118°07.684	300-3	10	0	4	8	0	1	GK	05/03/2011	
ARS & CPS	1971	007	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	GAS STATION	676-B6	N33°58.781 W118°07.678	300-3	7	0	4	9	2	1	GK	05/03/2011	
ARS & CPS	1971	008	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	BEST STAR INN	676-B6	N33°58.743 W118°07.676	301-3	7	2	0	9	0	0	GK	05/03/2011	GRATED; TOO SHALLOW
CPS	1971	009	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	APPLIED MATERIALS	676-B6	N33°58.736 W118°07.644	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	010	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID		676-B6	N33°58.726 W118°07.631	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	011	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	BAKERY	676-B7	N33°58.713 W118°07.633	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	012	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID		676-B7	N33°58.707 W118°07.613	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	013	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID		676-B7	N33°58.697 W118°07.602	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	014	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	EQUIPMENT RENTAL	676-B7	N33°58.684 W118°07.587	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	015	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	7601	676-B7	N33°58.673 W118°07.576	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	016	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	7601	676-B7	N33°58.666 W118°07.570	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	017	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	7601	676-B7	N33°58.659 W118°07.565	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	019	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	KITCHEN CABINET	676-B7	N33°58.648 W118°07.553	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	020	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	KITCHEN CABINET	676-B7	N33°58.638 W118°07.544	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	021	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	7653	676-B7	N33°58.629 W118°07.539	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	022	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	7653	676-B7	N33°58.617 W118°07.520	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	023	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GREENWOOD/GAGE	MID	QUALITY INN	676-B7	N33°58.602 W118°07.506	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	024	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GAGE	NW	QUALITY INN	676-B7	N33°58.583 W118°07.487	300-3	7	0	4	10	0	1	GK	05/02/2011	
CPS	1971	026	COUNTY	TELEGRAPH RD DRAIN	GAGE	TELEGRAPH			676-B7	N33°58.583 W118°07.477	300-3	21	0	4	12	0	1	GK	05/02/2011	
CPS	1971	027	COUNTY	TELEGRAPH RD DRAIN	GAGE	TELEGRAPH/UNION	MID		676-B7	N33°58.587 W118°07.472	300-3	28	0	4	12	0	1	GK	05/02/2011	
CPS	1971	028	COUNTY	TELEGRAPH RD DRAIN	GAGE	TELEGRAPH/UNION	MID		676-B7	N33°58.604 W118°07.462	300-3	28	0	4	12	0	1	GK	05/02/2011	

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	1971	029	COUNTY	TELEGRAPH RD DRAIN	GAGE	TELEGRAPH/UNION	MID	QUALITY INN	676-B7	N33°58.588 W118°07.460	300-3	28	0	4	12	0	1	GK	05/02/2011	
CPS	1971	030	COUNTY	TELEGRAPH RD DRAIN	GAGE	TELEGRAPH/UNION	MID		676-B7	N33°58.628 W118°07.527	300-3	21	0	4	12	0	1	GK	05/02/2011	
CPS	1971	031	COUNTY	TELEGRAPH RD DRAIN	GAGE	TELEGRAPH			676-B7	N33°58.640 W118°07.546	300-3	14	0	4	10	0	1	GK	05/02/2011	
CPS	1971	032	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GAGE	SE	7801	676-B7	N33°58.545 W118°07.516	300-3	28	0	4	8	0	1	GK	04/29/2011	
ARS & CPS	1971	033	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	GAGE/SLAUSON	MID	7825	676-C7	N33°58.527 W118°07.433	300-3	14	0	4	10	3	0	GK	05/23/2011	TOO SHALLOW
CPS	1971	034	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	SLAUSON	NE	7825	676-C7	SEE COMMENTS						0	0	GK	04/29/2011	PIPE IN FLOOR
CPS	1971	035	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	TELEGRAPH	NE	7825	676-C7	N33°58.519 W118°07.419	301-3	9	3	4	0	0	1	GK	04/29/2011	GRATED
CPS	1971	036	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	TELEGRAPH/CHAPIN	MID	7825	676-C7	N33°58.520 W118°07.405	300-3	21	0	4	8	0	1	GK	04/29/2011	
ARS & CPS	1971	037	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	TELEGRAPH/CHAPIN	MID	FASTENAL	676-C7	N33°58.529 W118°07.386	300-3	21	0	4	8	5	1	GK	04/29/2011	
CPS	1971	038	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	TELEGRAPH/CHAPIN	MID	8105	676-C7	N33°58.551 W118°07.310	300-3	28	0	4	8	0	1	GK	04/29/2011	
CPS	1971	039	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	CHAPIN	NW	8105	676-C7	N33°58.553 W118°07.301	300-3	28	0	4	8	0	1	GK	04/29/2011	
CPS	1971	040	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	CHAPIN	SW	8100	676-C7	N33°58.538 W118°07.301	300-3	28	0	4	8	0	1	GK	04/29/2011	
CPS	1971	041	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	TELEGRAPH/CHAPIN	MID	8100	676-C7	N33°58.537 W118°07.305	300-3	28	0	4	8	0	1	GK	04/29/2011	
CPS	1971	042	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	TELEGRAPH/CHAPIN	MID		676-C7	N33°58.517 W118°07.372	300-3	28	0	4	8	0	1	GK	04/29/2011	
CPS	1971	043	COUNTY	TELEGRAPH RD DRAIN	SLAUSON	TELEGRAPH	SE	BUS STOP	676-C7	N33°58.512 W118°07.395	300-3	28	0	4	8	0	1	GK	04/29/2011	
ARS & CPS	1971	044	COUNTY	TELEGRAPH RD DRAIN	TELEGRAPH	SLAUSON	SE		676-C7	N33°58.510 W118°07.401	300-3	7	0	4	8	2	0	GK	04/29/2011	PIPE IN FLOOR
CPS	1971	132	COUNTY	TELE CHURCH DRAIN	MAPLE	TELEGRAPH	NE	7227	676-B6	SEE COMMENTS						0	0	GK	04/29/2011	CULVERT
CPS	1971	156	COUNTY	SYCAMORE ST DRAIN	CAROB	SYCAMORE	NW	1449	676-C6	N33°58.996 W118°07.214	300-3	21	0	4	8	0	1	GK	04/28/2011	
CPS	1971	157	COUNTY	SYCAMORE ST DRAIN	CAROB	SYCAMORE	NE		676-C6	N33°58.997 W118°07.202	300-3	14	0	4	8	0	1	GK	04/28/2011	
CPS	1971	158	COUNTY	SYCAMORE ST DRAIN	4TH	SYCAMORE	NW	1449	676-C6	N33°58.977 W118°07.154	300-3	3.5	0	4	8	0	1	GK	04/28/2011	
CPS	1971	159	COUNTY	SYCAMORE ST DRAIN	4TH	SYCAMORE	NE	1448	676-C6	N33°58.977 W118°07.146	300-3	3.5	0	4	8	0	1	GK	04/28/2011	
CPS	1971	160	COUNTY	SYCAMORE ST DRAIN	SYCAMORE	BIRCH	NW		676-C6	N33°58.960 W118°07.115	300-3	3.5	0	4	8	0	1	GK	04/28/2011	
CPS	1971	161	COUNTY	SYCAMORE ST DRAIN	BIRCH	SYCAMORE	NW	1449	676-C6	N33°58.957 W118°07.094	300-3	28	0	4	9	0	1	GK	04/28/2011	
CPS	1971	162	COUNTY	SYCAMORE ST DRAIN	BIRCH	SYCAMORE	NE	1448	676-C6	SEE COMMENTS						0	0	GK	04/28/2011	MANHOLE IN WAY

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UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	2021	001	COUNTY	555	WEMAR WAY	LOS AMIGOS	NE	142 LOS AMIGOS	636-F7	N34°01.500 W118°05.860	300-3	14	0	4	12	0	1	GK	04/28/2011	
CPS	2021	002	COUNTY	555	LOS AMIGOS	DONER	SW	131 LOA AMIGOS	636-F7	N34°01.504 W118°05.806	300-3	14	0	4	12	0	1	GK	04/28/2011	
CPS	2021	003	COUNTY	555	LOS AMIGOS	DONER	SE	924 DONER	636-F7	N34°01.535 W118°05.812	300-3	14	0	4	12	0	1	GK	04/28/2011	
CPS	2021	004	COUNTY	555	LOS AMIGOS	DONER	NE	118 LOS AMIGOS	636-F7	N34°01.531 W118°05.814	300-3	14	0	4	12	0	1	GK	04/28/2011	
CPS	2021	012	COUNTY	1225	SAN GABRIEL	TOWN CENTER/PLAZA	MID	CANNOT VERIFY ADDRESS	636-H6	N34°02.138 W118°04.682	300-3	14	0	4	9	0	1	GK	04/28/2011	
CPS	2021	016	COUNTY	1225	OAKMILL	ROSEGLEN	SE	ADJACENT TO 901 OAKMILL	636-G5	N34°02.307 W118°05.090	300-3	7	0	4	10	0	1	GK	04/28/2011	
CPS	2021	040	COUNTY	648	ARROYO	BRADBURY	SW	113 ARROYO	636-F5	N34°02.518 W118°05.551	300-3	14	0	4	9	0	1	GK	04/28/2011	
CPS	2021	091	COUNTY	648	ARROYO	NEIL ARMSTRONG	SW		636-F5	N34°02.556 W118°05.683	301-3	14	1	5	12	0	1	GK	04/28/2011	
CPS	2021	092	COUNTY	648	NEIL ARMSTRONG	ARROYO	SW		636-F5	N34°02.559 W118°05.688	301-3	14	1	4	12	0	1	GK	02/14/2011	
CPS	2022	002	COUNTY	555	AVENIDA DE LA MERCED	LINCOLN	NW	604 AVENIDA DE LA MERCED	636-G7	N34°01.371 W118°05.287	300-3	14	0	4	12	0	1	GK	04/28/2011	
CPS	2022	003	COUNTY	555	AVENIDA DE LA MERCED	ADOBE	NW	524 AVENIDA DE LA MERCED	636-F7	N34°01.389 W118°05.310	301-3	7	2	4	10	0	1	GK	04/28/2011	
CPS	2022	006	COUNTY	555	AVENIDA DE LA MERCED	SANCHEZ	NW	424 AVENIDA DE LA MERCED	636-F7	N34°01.418 W118°05.424	300-3	14	0	4	12	0	1	GK	04/28/2011	
CPS	2022	007	COUNTY	555	AVENIDA DE LA MERCED	AZALEA	SW	425 AVENINDE DE LA MERCED	636-F7	N34°01.439 W118°05.462	300-3	3.5	0	3.5	12	0	1	GK	04/28/2011	
CPS	2022	008	COUNTY	555	HIBISCUS	AVENIDA DE LA MERCED	NE	900 HIBISCUS	636-F7	N34°01.464 W118°05.494	300-3	7	0	4	12	0	1	GK	04/28/2011	
CPS	2022	009	COUNTY	555	HIBISCUS	AVENIDA DE LA MERCED	NW	901 HIBISCUS	636-F7	N34°01.460 W118°05.508	300-3	3.5	0	4	12	0	1	GK	04/28/2011	
CPS	2022	010	COUNTY	555	LAS FLORES	AVENIDA DE LA MERCED	NE	300 AVENIDA DE LA MERCED	636-F7	N34°01.447 W118°05.580	300-3	28	0	4	12	0	1	GK	04/28/2011	
CPS	2022	011	COUNTY	555	LAS FLORES	AVENIDA DE LA MERCED	NW	240 AVENIDA DE LA MERCED	636-F7	N34°01.446 W118°05.585	300-3	3.5	0	4	12	0	1	GK	04/28/2011	

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CPS	2022	012	COUNTY	555	AVENIDA DE LA MERCED	LAS FLORES	NW	240 AVENIDA DE LA MERCED	636-F7	N34°01.447 W118°05.592	300-3	7	0	3.5	12	0	1	GK	04/28/2011	
CPS	2022	013	COUNTY	555	POPLAR	AVENIDA DE LA MERCED	NE	200 AVENIDA DE LA MERCED	636-F7	N34°01.436 W118°05.700	300-3	7	0	4	12	0	1	GK	04/27/2011	
CPS	2022	014	COUNTY	555	POPLAR	AVENIDA DE LA MERCED	NW	100 AVENIDA DE LA MERCED	636-F7	N34°01.438 W118°05.707	300-3	7	0	4	12	0	1	GK	04/27/2011	
CPS	2022	015	COUNTY	555	AVENIDA DE LA MERCED	POPLAR	NW	100 AVENIDA DE LA MERCED	636-F7	N34°01.426 W118°05.714	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	016	COUNTY	555	AVENIDA DE LA MERCED	POPLAR	NE	101 AVENIDA DE LA MERCED	636-F7	N34°01.421 W118°05.716	301-3	3	1	4	9	0	1	GK	04/27/2011	
CPS	2022	017	COUNTY	555	DONER	AVENIDA DE LA MERCED	NE	112 AVENIDA DE LA MERCED	636-F7	N34°01.435 W118°05.765	300-3	7	0	4	12	0	1	GK	04/27/2011	
CPS	2022	018	COUNTY	555	DONER	AVENIDA DE LA MERCED	NW	901 DONER	636-F7	N34°01.438 W118°05.774	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	019	COUNTY	555	AVENIDA DE LA MERCED	DONER	NW	901 DONER	636-F7	N34°01.423 W118°05.777	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	020	COUNTY	555	WEMAR WAY	AVENIDA DE LA MERCED	NE	900 WEMAR	636-E7	N34°01.424 W118°05.828	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	021	COUNTY	555	WEMAR WAY	AVENIDA DE LA MERCED	NW	901 WEMAR	636-E7	N34°01.429 W118°05.835	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	022	COUNTY	555	2ND	AVENIDA DE LA MERCED	NE	900 2ND	636-E7	N34°01.409 W118°05.883	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	023	COUNTY	555	2ND	AVENIDA DE LA MERCED	NW	901 2ND	636-E7	N34°01.405 W118°05.888	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	024	COUNTY	555	AVENIDA DE LA MERCED	2ND	NW	901 2ND	636-E7	N34°01.399 W118°05.893	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	025	COUNTY	555	3RD	AVENIDA DE LA MERCED	NE	900 3RD	636-E7	N34°01.395 W118°05.934	300-3	7	0	4	11	0	1	GK	04/27/2011	
CPS	2022	026	COUNTY	555	3RD	AVENIDA DE LA MERCED	NW	901 3RD	636-E7	N34°01.394 W118°05.941	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	027	COUNTY	555	AVENIDA DE LA MERCED	3RD	NW	901 3RD	636-E7	N34°01.385 W118°05.948	300-3	3.5	0	4	12	0	1	GK	04/27/2011	
CPS	2022	028	COUNTY	555	AVENIDA DE LA MERCED	3RD	MID	309 AVENIDA DE LA MERCED	636-E7	N34°01.373 W118°05.974	300-3	7	0	4	12	0	1	GK	04/27/2011	
CPS	2022	031	COUNTY	POPLINK DRAIN	LINCOLN	2ND	NW	200 LINCOLN	676-E1	N34°01.171 W118°05.920	300-3	28	0	4	9	0	1	GK	04/27/2011	
ARS & CPS	2022	032	COUNTY	POPLINK DRAIN	LINCOLN	2ND	NE	700 2ND	676-E1	N34°01.152 W118°05.880	300-3	14	0	4	9	3	1	GK	04/27/2011	
ARS & CPS	2022	033	COUNTY	POPLINK DRAIN	LINCOLN	2ND	SE	111 LINCOLN	676-E1	N34°01.165 W118°05.907	300-3	14	0	4	9	3	1	GK	04/26/2011	

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ARS & CPS	2022	034	COUNTY	POPLINK DRAIN	LINCOLN	1ST	NW	701 1ST	676-E1	N34°01.171 W118°05.852	300-3	28	0	4	10	6	1	GK	04/26/2011	
ARS & CPS	2022	035	COUNTY	POPLINK DRAIN	LINCOLN	1ST	SW	101 LINCOLN	676-E1	N34°01.154 W118°05.855	300-3	14	0	4	8	3	0	GK	04/26/2011	PIPE IN FLOOR
ARS & CPS	2022	036	COUNTY	POPLINK DRAIN	LINCOLN	1ST	SE	103 LINCOLN	676-E1	N34°01.165 W118°05.841	300-3	10	0	4	10	2	1	GK	04/26/2011	
ARS & CPS	2022	037	COUNTY	POPLINK DRAIN	LINCOLN	POPLAR	SW	657 POPLAR	676-F1	N34°01.169 W118°05.796	300-3	7	0	4	9	2	1	GK	04/26/2011	
ARS & CPS	2022	038	COUNTY	POPLINK DRAIN	LINCOLN	POPLAR	NW	701 POPLAR	676-F1	N34°01.176 W118°05.792	300-3	14	0	4	9	3	1	GK	04/26/2011	
ARS & CPS	2022	039	COUNTY	POPLINK DRAIN	POPLAR	LINCOLN	NW	701 POPLAR	676-F1	N34°01.185 W118°05.779	300-3	7	0	4	9	2	1	GK	04/26/2011	
CPS	2022	040	COUNTY	POPLINK DRAIN	POPLAR	LINCOLN	NE	700 POPLAR	676-F1	SEE COMMENTS						0	0	GK	04/26/2011	NARROW BACK TO FRONT
ARS & CPS	2022	041	COUNTY	POPLINK DRAIN	POPLAR	DOCHAN CIRCLE	NW	120 DOCHAN	676-F1	N34°01.221 W118°05.768	300-3	28	0	4	9	6	1	GK	04/26/2011	
ARS & CPS	2022	042	COUNTY	POPLINK DRAIN	POPLAR	DOCHAN CIRCLE	NE	716 POPLAR	676-F1	N34°01.220 W118°05.761	300-3	28	0	4	9	6	1	GK	04/26/2011	
CPS	2022	043	COUNTY	POPLINK DRAIN	WILBUR	LINCOLN	NW	705 WILBUR	676-F1	N34°01.198 W118°05.715	300-3	7	0	4	9	0	1	GK	04/26/2011	
CPS	2022	044	COUNTY	POPLINK DRAIN	WILBUR	LINCOLN	NE	700 WILBUR	676-F1	N34°01.061 W118°05.333	300-3	7	0	4	9	0	1	GK	04/26/2011	
ARS & CPS	2022	045	COUNTY	POPLINK DRAIN	LINCOLN	KATHRINE	SW	665 KATHRINE	676-F1	N34°01.170 W118°05.659	300-3	10	0	4	9	2	1	GK	04/26/2011	
ARS & CPS	2022	046	COUNTY	POPLINK DRAIN	LINCOLN	KATHRINE	NW	701 KATHRINE	676-F1	N34°01.179 W118°05.663	300-3	7	0	4	8	2	1	GK	04/26/2011	
CPS	2022	047	COUNTY	POPLINK DRAIN	KATHRINE	END OF CUL-DE-SAC	MID	705 KATHRINE	676-F1	N34°01.199 W118°05.646	300-3	21	0	3	9	0	1	GK	04/26/2011	
CPS	2022	048	COUNTY	POPLINK DRAIN	KATHRINE	END OF CUL-DE-SAC	MID	740 KATHRINE	676-F1	N34°01.199 W118°05.634	300-3	14	0	4	10	0	1	GK	04/26/2011	
CPS	2022	049	COUNTY	POPLINK DRAIN	KATHRINE	LINCOLN	NE	700 KATHRINE	676-F1	N34°01.187 W118°05.640	300-3	3.5	0	4	9	0	1	GK	04/26/2011	
ARS & CPS	2022	050	COUNTY	POPLINK DRAIN	LINCOLN	VICTORIA	SW	653 VICTORIA	676-F1	N34°01.176 W118°05.596	300-3	7	0	4	9	2	1	GK	04/26/2011	
CPS	2022	051	COUNTY	POPLINK DRAIN	VICTORIA	LINCOLN	SW	653 VICTORIA	676-F1	N34°01.172 W118°05.586	300-3	28	0	4	8	0	1	GK	04/26/2011	
CPS	2022	052	COUNTY	POPLINK DRAIN	VICTORIA	LINCOLN	SW	649 VICTORIA	676-F1	SEE COMMENTS						0	0	GK	04/26/2011	NO STEP CLEARANCE
CPS	2022	053	COUNTY	POPLINK DRAIN	VICTORIA	LINCOLN	SE	644 VICTORIA	676-F1	N34°01.143 W118°05.588	300-3	28	0	4	8	0	1	GK	04/26/2011	
CPS	2022	054	COUNTY	POPLINK DRAIN	VICTORIA	LINCOLN	SE	652 VICTORIA	676-F1	N34°01.164 W118°05.584	300-3	28	0	4	9	0	1	GK	04/26/2011	
ARS & CPS	2022	055	COUNTY	POPLINK DRAIN	LINCOLN	VICTORIA	NE	BACK OF SCHOOL YARD	676-F1	N34°01.183 W118°05.588	300-3	28	0	4	10	5	0	GK	04/26/2011	NO STEP CLEARANCE
ARS & CPS	2022	056	COUNTY	POPLINK DRAIN	LINCOLN	VICTORIA	NE	SCHOOL YARD	676-F1	N34°01.186 W118°05.552	300-3	21	0	4	8	5	0	GK	04/26/2011	TOO NARROW
ARS & CPS	2022	057	COUNTY	POPLINK DRAIN	LINCOLN	RAYWOOD	SW	661 RAYWOOD	676-F1	N34°01.181 W118°05.533	300-3	10	0	4	9	2	1	GK	04/26/2011	

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CPS	2022	058	COUNTY	POPLINK DRAIN	RAYWOOD	LINCOLN	SW	661 RAYWOOD	676-F1	N34°01.171 W118°05.530	300-3	21	0	4	8	0	1	GK	04/26/2011	
CPS	2022	059	COUNTY	POPLINK DRAIN	RAYWOOD	LINCOLN	SE	664 RAYWOOD	676-F1	N34°01.176 W118°05.520	300-3	10	0	4	7	0	1	GK	04/26/2011	
CPS	2022	060	COUNTY	POPLINK DRAIN	LINCOLN	SANCHEZ	SW	349 LINCOLN	676-F1	N34°01.182 W118°05.495	300-3	7	0	4	8	0	1	GK	04/26/2011	
CPS	2022	061	COUNTY	POPLINK DRAIN	LINCOLN	SANCHEZ	NW	BACK OF SCHOOL YARD	676-F1	N34°01.189 W118°05.508	300-3	7	0	5	10	0	1	GK	04/26/2011	
CPS	2022	062	COUNTY	POPLINK DRAIN	SANCHEZ	LINCOLN	NW	705 SANCHEZ	676-F1	N34°01.207 W118°05.479	300-3	14	0	4	9	0	1	GK	04/26/2011	
CPS	2022	063	COUNTY	POPLINK DRAIN	SANCHEZ	ORCUTT	NW	713 SANCHEZ	676-F1	N34°01.229 W118°05.473	300-3	14	0	4	10	0	1	GK	04/26/2011	
CPS	2022	064	COUNTY	POPLINK DRAIN	SANCHEZ	ORCUTT	NE	400 ORCUTT	676-F1	N34°01.224 W118°05.465	300-3	28	0	4	9	0	1	GK	04/26/2011	
ARS & CPS	2022	065	COUNTY	POPLINK DRAIN	LINCOLN	SANCHEZ/RANCHO	MID	381 LINCOLN	676-F1	N34°01.186 W118°05.407	300-3	10	0	4	10	2	1	GK	04/26/2011	
ARS & CPS	2022	066	COUNTY	POPLINK DRAIN	LINCOLN	RANCHO	NW	ACROSS FROM 720 LINCOLN	676-F1	N34°01.236 W118°05.366	300-3	21	0	4	12	4	1	GK	04/26/2011	
ARS & CPS	2022	067	COUNTY	POPLINK DRAIN	LINCOLN	RANCHO	SW	720 LINCOLN	676-F1	N34°01.233 W118°05.355	300-3	21	0	4	14	5	1	GK	04/26/2011	
ARS & CPS	2022	068	COUNTY	POPLINK DRAIN	LINCOLN	RANCHO	NE	ACROSS FROM 732 LINCOLN	676-F1	N34°01.259 W118°05.353	300-3	28	0	4	9	6	1	GK	04/26/2011	
ARS & CPS	2022	069	COUNTY	POPLINK DRAIN	LINCOLN	RANCHO	NE	ACROSS FROM 736 LINCOLN	676-F1	N34°01.270 W118°05.346	300-3	28	0	4	10	5	1	GK	04/26/2011	
ARS & CPS	2022	070	COUNTY	POPLINK DRAIN	LINCOLN	RANCHO	SE	736 LINCOLN	676-F1	N34°01.265 W118°05.332	300-3	28	0	4	10	6	0	GK	04/26/2011	PIPE IN FLOOR
ARS & CPS	2022	071	COUNTY	POPLINK DRAIN	LINCOLN	RANCHO	SE	732 LINCOLN	676-F1	N34°01.265 W118°05.337	300-3	28	0	4	10	6	0	GK	04/26/2011	NO STEP CLEARANCE
ARS & CPS	2022	072	COUNTY	POPLINK DRAIN	LINCOLN	RANCHO	SE	732 LINCOLN	676-F1	N34°01.256 W118°05.340	300-3	21	0	4	9	5	1	GK	04/26/2011	
CPS	2022	085	COUNTY	POPLINK DRAIN	E/O REA	IN GRANT REA PARK	ON-SITE	IN GRANT REA PARK	676-F1	SEE COMMENTS						0	0	GK	04/26/2011	FULL OF DIRT
CPS	2022	086	COUNTY	POPLINK DRAIN	E/O REA	IN GRANT REA PARK	ON-SITE	IN GRANT REA PARK WALK PATH	676-F1	SEE COMMENTS						0	0	GK	04/26/2011	TOO SHALLOW
CPS	2022	087	COUNTY	POPLINK DRAIN	E/O REA	IN GRANT REA PARK	ON-SITE	GRANT REA PARK	676-F1	N34°01.059 W118°05.329	304-3	3	1	4	0	0	1	GK	04/26/2011	
CPS	2022	101	COUNTY	9901	3RD	MADISON	NW	301 3RD	676-E2	N34°00.768 W118°06.108	300-3	3.5	0	5	12	0	1	GK	04/21/2011	
CPS	2022	103	COUNTY	9901	3RD	MADISON	SW	249 3RD	676-E2	N34°00.751 W118°06.112	300-3	14	0	4	12	0	1	GK	04/21/2011	
CPS	2022	104	COUNTY	9901	3RD	MADISON	SE	223 3RD	676-E2	N34°00.749 W118°06.105	300-3	3.5	0	6	10	0	1	GK	04/21/2011	
CPS	2022	106	COUNTY	9901	MADISON	3RD	SE	223 MADISON	676-E2	N34°00.752 W118°06.752	300-3	3.5	0	6	9	0	1	GK	04/21/2011	

CITY OF MONTEBELLO
Permit PCFL 200902616
CLOSE-OUT SUBMITTAL

UNIT TO BE INSTALLED	CATCH BASIN ID	NO.	OWNED BY	DRAINS TO	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	T.G.	GPS COORDINATES	SPPWC STD. PLAN NO.	W DIMENSION (IN FEET)	NUMBER OF GRATES	V DIMENSION IN FEET	CURB FACE HEIGHT (INCHES)	NUMBER OF ARS UNITS INSTALLED	CPS UNIT INSTALLED (YES) (NO)	INSPECTOR	DATE	COMMENTS
CPS	2022	107	COUNTY	9901	MADISON	3RD	NE	ACROSS FROM 223 MADISON	676-E2	N34°00.755 W118°06.816	300-3	3.5	0	4	12	0	1	GK	04/21/2011	
CPS	2022	108	COUNTY	9901	3RD	MADISON	NE	ACROSS FROM 301 3RD	676-E2	N34°00.763 W118°06.102	300-3	3.5	0	4	9	0	1	GK	04/21/2011	
CPS	2022	109	COUNTY	9901	2ND	MADISON	SW	201 MADISON	676-E2	N34°00.737 W118°06.049	300-3	10	0	4	11	0	1	GK	04/21/2011	
CPS	2022	110	COUNTY	9901	2ND	MADISON	SE	121 MADISON	676-E2	SEE COMMENTS						0	0	GK	04/26/2011	NO STEP CLEARANCE
CPS	2022	111	COUNTY	9901	MADISON	2ND	SE	121 MADISON	676-E2	N34°00.737 W118°06.036	300-3	7	0	4	11	0	1	GK	04/21/2011	
CPS	2022	112	COUNTY	9901	MADISON	2ND	NE	110 MADISON	676-E2	N34°00.744 W118°06.028	300-3	7	0	5	12	0	1	GK	04/21/2011	
ARS & CPS	2022	113	COUNTY	9901	POPLAR	MADISON	SW	121 MADISON	676-E2	N34°00.711 W118°05.924	300-3	7	0	4	13	2	1	GK	04/21/2011	
ARS & CPS	2022	114	COUNTY	9901	POPLAR	MADISON	SE	244 POPLAR	676-E2	N34°00.707 W118°05.914	300-3	7	0	4	13	2	1	GK	04/21/2011	
ARS & CPS	2022	115	COUNTY	9901	MADISON	POPLAR	SE	244 POPLAR	676-E2	N34°00.719 W118°05.909	300-3	3.5	0	4	10	1	0	GK	04/21/2011	NO 6" WALL CLEARANCE
ARS & CPS	2022	116	COUNTY	9901	MADISON	POPLAR	NE	300 POPLAR	676-E2	N34°00.718 W118°05.905	300-3	7	0	4	13	2	1	GK	04/21/2011	
CPS	2022	212	COUNTY	555	S/D RIO DEL SOL	IN GRANT REA PARK	ON-SITE	ON BIKE PATH AT CHANNEL	676-G1	SEE COMMENTS						0	0	GK	04/26/2011	NO ACCESS TO C.B.

ATTACHMENT B

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO AGREEMENT NO. 2907
WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

This Amendment No. 1 to Agreement No. 2907 is entered into by and between the City of Montebello (hereinafter called "CITY") and Los Angeles County Flood Control District (hereinafter called "LACFCD").

RECITALS

WHEREAS, CITY entered into a written Agreement No. 2907 ("AGREEMENT") with LACFCD for CITY to install and maintain TRASH EXCLUDERS (as defined in the AGREEMENT) within storm drain catch basins owned by LACFCD and located within CITY streets;

WHEREAS, CITY desires to install and maintain additional TRASH EXCLUDERS within storm drain catch basins owned by the LACFCD and located within CITY streets;

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

SECTION 1. CITY shall prepare a list of locations and other information for the additional TRASH EXCLUDERS that CITY proposes to install on LACFCD catch basins, in form prescribed by the LACFCD. Once completed by the CITY, the list shall be attached hereto as "Supplemental Exhibit A".

SECTION 2. CITY shall apply for and obtain a permit from the LACFCD for the installation of the additional TRASH EXCLUDERS identified on Supplemental Exhibit A.

SECTION 3. Upon completion of the installation of the additional TRASH EXCLUDERS in accordance with the terms and conditions of the permit from LACFCD, CITY shall provide to the LACFCD an updated Supplemental Exhibit A, as necessary to reflect any differences between the proposed and the as-built conditions.

SECTION 4. Once LACFCD approves the updated Supplemental Exhibit A, the updated Supplemental Exhibit A shall replace and supersede the prior Supplemental Exhibit A and shall be deemed incorporated into Exhibit A to the AGREEMENT as if set forth in full therein.

SECTION 5. Except as specifically amended by this Amendment No. 1, the remaining provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the CITY, acting through its authorized officer, on _____, and by the LACFCD acting through its Chief Engineer, on _____.

CITY OF MONTEBELLO:

_____
Kimberly Ann Cobos-Cawthorne, Mayor

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: _____
Chief Engineer

EXHIBITS

- Exhibit A – Supplemental Exhibit

EXHIBIT B

CITY OF MONTEBELLO

SUPPLEMENTAL EXHIBIT A: CITY PROVIDES THE FOLLOWING INFORMATION																	
		http://dpw.lacounty.gov/fcd/stormdrain/disclaimer.cfm						Field Data									
No.	Device To Be Installed	LACFCD CB ID NO.	Ownership	Drain Name	Street Name	Nearest Cross Street	Side of Street	CB Type (SPPWC Std.)	Number of Grates	Sump (Y/N)	CB Width "W" (ft)	Curb Face Height "X" (in)	"Y" (V-X) (in)	V Depth (in)	Notes	Northing	Easting
1	CPS	1914232	COUNTY	BI 1109 - U2 LINE B	SIMMONS AVE	VIA SAN DELARRO	NE	300-2	0	N	8.00	11.00	55.00	66.00	Side Opening	3765743.33	394471.43
2	CPS	1914240	COUNTY	BI 1109 - U2 LINE B	VIA SAN DELARRO	LEONARD	NW	300-2	0	N	4.50	11.00	32.00	43.00	Side Opening	3765544.35	394743.00
3	CPS	1915010	COUNTY	BI 1109 - U2 LINE B	VIA CORONA	VIA NORTE	NE	300-2	0	N	8.00	12.00	14.00	26.00	Side Opening	3765218.85	395172.55
4	CPS	1968117	COUNTY	BI 9950 - U3 LINE B	VIA CAMPO	GARFIELD AVE	NE	300-2	0	N	14.00	10.00	44.00	54.00	Side Opening	3766367.17	395698.55
5	CPS	1968118	COUNTY	BI 9950 - U3 LINE B	VIO CAMPO	GARFIELD AVE	SE	300-2	1	N	3.50	7.00	5.00	12.00	Grated	3766359.13	395703.44
6	CPS	1969047	COUNTY	BI 9901	MADISON AVE	VAIL AVE	SW	300-2	0	N	4.50	12.00	56.00	68.00	Side Opening	3764496.85	396737.79
7	CPS	1969050	COUNTY	BI 9901	RUBIDOUX	MADISON AVE	NE	300-2	0	N	11.00	12.00	63.00	75.00	Side Opening	3764495.5	396821.44
8	CPS	1969051	COUNTY	BI 9901	MADISON AVE	16TH ST	SW	300-2	0	N	4.50	12.00	56.00	68.00	Side Opening	3764468.57	396839.43
9	CPS	1969055	COUNTY	BI 9901	MADISON AVE	MAPLE PL	SW	300-2	0	N	4.50	10.00	22.00	32.00	Side Opening	3764447.97	396918.44
10	CPS	1969058	COUNTY	BI 9901	MAPLE AVE	MADISON AVE	NW	300-2	0	N	15.00	10.00	36.00	46.00	Side Opening	3764447.98	396999.25
11	CPS	1969059	COUNTY	BI 9901	MAPLE AVE	MADISON AVE	NE	300-2	0	N	21.00	12.00	68.00	80.00	Side Opening	3764444.64	397010.39
12	CPS	1969063	COUNTY	BI 9901	TAYLOR AVE	MADISON AVE	SE	300-2	0	N	4.50	12.00	25.00	37.00	Side Opening	3764351.26	397245.14
13	CPS	1969066	COUNTY	BI 9901	TAYLOR AVE	MADISON AVE	NW	300-2	0	N	21.00	11.00	67.00	78.00	Side Opening	3764387.43	397243.41
14	CPS	1969070	COUNTY	BI 9901	12TH ST	MADISON AVE	NW	300-2	0	N	8.00	12.00	57.00	69.00	Side Opening	3764357.44	397339.95
15	CPS	1969081	COUNTY	BI 0555 LINE H	WILCOX AVE	LINCOLN AVE	SW	300-2	0	N	8.00	9.00	27.00	36.00	Side Opening	3765399.49	396411.44
16	CPS	1969146	COUNTY	BI 9901	MADISON AVE	VIA MIRAMONTE	SE	300-2	0	N	4.50	12.00	30.00	42.00	Side Opening	3764699.79	395970.21
17	CPS	1969149	COUNTY	BI 9901	MADISON AVE	CONCOURSE AVE	SE	300-2	0	N	4.50	12.00	72.00	84.00	Side Opening	3764674.19	396068.92
18	CPS	1969151	COUNTY	BI 9901	MORRIS PL	MADISON AVE	NE	300-2	0	N	11.00	12.00	58.00	70.00	Side Opening	3764673.36	396145.01
19	CPS	1969157	COUNTY	BI 9901	MADISON AVE	WILCOX AVE	SE	300-2	0	N	4.50	12.00	78.00	90.00	Side Opening	3764625.93	396242.37
20	CPS	1969166	COUNTY	BI 9901	20TH ST	MADISON AVE	NW	300-2	0	N	4.50	10.00	56.00	66.00	Side Opening	3764589.34	396464.71
21	CPS	1969171	COUNTY	BI 9901	19TH ST	MADISON AVE	NW	300-2	0	N	8.00	10.00	56.00	66.00	Side Opening	3764564.32	396561.59
22	CPS	1969174	COUNTY	BI 9901	MADISON AVE	18TH ST	SW	300-2	0	N	10.00	12.00	32.00	44.00	Side Opening	3764520.16	396644.40
23	CPS	1969176	COUNTY	BI 9901	18TH ST	MADISON AVE	NW	300-2	0	N	8.00	12.00	62.00	74.00	Side Opening	3764537.76	396658.45
24	CPS	1969179	COUNTY	BI 0555 - LINE J	18TH ST	CLEVELAND AVE	NW	300-2	0	N	4.50	12.00	30.00	42.00	Side Opening	3764340.7	396606.06
25	CPS	1969185	COUNTY	BI 1109 - U2 LINE B	CONCOURSE AVE	REPETTO AVE	NW	300-2	0	N	8.00	10.00	74.00	84.00	Side Opening	3764379.23	395984.87
26	CPS	1969207	COUNTY	BI 5750 - UNIT 1 - LINE A	19TH ST	WHITTIER BLVD	NW	300-2	0	N	29.00	10.00	60.00	70.00	Side Opening	3764165.58	396455.46
27	CPS	1969212	COUNTY	BI 5750 - UNIT 1 - LINE A	21ST ST	WHITTIER BLVD	NW	300-2	0	N	22.00	9.00	51.00	60.00	Side Opening	3764217.72	396261.17
28	CPS	1969215	COUNTY	DDI 0023 - OAK & FERGUSON	WHITTIER BLVD	WILCOX AVE	NE	300-2	0	N	15.00	9.00	21.00	30.00	Side Opening	3764260.75	396130.13
29	CPS	1969222	COUNTY	BI 1109 - U2 LINE B	WHITTIER BLVD	CONCOURSE AVE	SW	300-2	0	N	8.00	9.00	87.00	96.00	Side Opening	3764282.82	395897.93
30	CPS	1969226	COUNTY	BI 1109 - U2 LINE B	ALLSTON ST	S 22ND ST	NW	300-2	0	N	4.00	9.00	51.00	60.00	Side Opening	3764142.86	396130.22
31	CPS	1969239	COUNTY	BI 1109 - U2 LINE B	19TH ST	MEDFORD DR	NW	300-2	0	N	8.00	11.00	65.00	76.00	Side Opening	3763975.49	396405.63
32	CPS	1969246	COUNTY	BI 1109 - U2 LINE B	OLYMPIC BLVD	18TH ST	NW	301-2	1	N	8.00	11.00	67.00	78.00	Grated	3763848.11	396461.86
33	CPS	1969249	COUNTY	BI 1109 - U2 LINE B	VAIL AVE	OLYMPIC BLVD	NW	300-2	0	N	15.00	10.00	56.00	66.00	Side Opening	3763838.97	396577.57
34	CPS	1969253	COUNTY	DDI 0023 - OAK & FERGUSON	FERGUSON DR	PICKERING WAY	NW	300-2	0	N	6.00	12.00	20.00	32.00	Side Opening	3763573.56	396347.66
35	CPS	1969295	COUNTY	BI 9901	MADISON AVE	5TH ST	SE	300-2	0	N	4.50	12.00	64.00	76.00	Side Opening	3764139.23	398084.71
36	CPS	1969296	COUNTY	BI 9901	5TH ST	MADISON AVE	SE	300-2	0	N	8.00	12.00	68.00	80.00	Side Opening	3764133.04	398072.08
37	CPS	1969301	COUNTY	BI 9901	MADISON AVE	6TH ST	SE	300-2	0	N	4.50	12.00	72.00	84.00	Side Opening	3764165.00	397987.92
38	CPS	1969303	COUNTY	BI 9901	6TH ST	MADISON AVE	NE	300-2	0	N	22.50	12.00	78.00	90.00	Side Opening	3764190.90	397982.85
39	CPS	1969305	COUNTY	BI 9901	MADISON AVE	7TH ST	SE	300-2	0	N	4.50	10.00	71.00	81.00	Side Opening	3764190.34	397890.95
40	CPS	1969307	COUNTY	BI 9901	7TH ST	MADISON AVE	NE	300-2	0	N	15.00	12.00	20.00	72.00	Side Opening	3764221.10	397887.13
41	CPS	1969310	COUNTY	BI 9901	MADISON AVE	MONTEBELLO BLVD	SE	300-2	0	N	8.00	7.00	85.00	92.00	Side Opening	3764209.77	397816.36
42	CPS	1969317	COUNTY	BI 9901	SPRUCE ST	MADISON AVE	NW	300-2	0	N	15.50	12.00	58.00	70.00	Side Opening	3764280.87	397631.23
43	CPS	1969350	COUNTY	BI 1109 - U2 LINE B	OLYMPIC BLVD	SPRUCE ST	NE	303-2	2	N	7.00	N/A	40.00	40.00	Grated	3763468.11	397434.76
44	CPS	1969351	COUNTY	BI 1109 - U2 LINE B	OLYMPIC BLVD	10TH ST	NE	303-2	1	N	3.50	N/A	46.00	46.00	Grated	3763493.90	397336.86
45	CPS	1969356	COUNTY	BI 1109 - U2 LINE B	OLYMPIC BLVD	PARK AVE	NE	300-2	0	N	15.50	11.00	44.00	55.00	Side Opening	3763601.57	396930.18
46	CPS	1969368	COUNTY	BI 5750 - UNIT 1 - LINE A	CALIFORNIA AVE	WHITTIER BLVD	SE	300-2	0	N	14.50	10.00	62.00	72.00	Side Opening	3764039.40	396798.36
47	CPS	1969372	COUNTY	BI 5750 - UNIT 1 - LINE A	MAPLE AVE	WHITTIER BLVD	NW	300-2	0	N	14.50	9.00	51.00	60.00	Side Opening	3764050.78	396893.33
48	CPS	1969388	COUNTY	BI 0555 - LINE J	MAPLE AVE	CLEVELAND AVE	NE	300-2	0	N	29.00	12.00	66.00	78.00	Side Opening	3764249.80	396958.49
49	CPS	1969390	COUNTY	BI 0555 - LINE J	MAPLE AVE	CLEVELAND AVE	NW	300-2	0	N	29.00	12.00	66.00	78.00	Side Opening	3764254.35	396948.01
50	CPS	1969391	COUNTY	BI 0555 - LINE J	MAPLE AVE	CLEVELAND AVE	inside school (S BASIN)	300-2	0	N	4.50	12.00	28.00	40.00	Side Opening	3764235.31	396934.50
51	CPS	1969519	COUNTY	BI 0555 - LINE J	MAPLE AVE	CLEVELAND AVE	inside school (N BASIN)	300-2	0	N	4.50	12.00	28.00	40.00	Side Opening	3764247.14	396938.05
52	CPS	1969445	COUNTY	BI 9901	CONCOURSE AVE	MADISON AVE	NW (N Basin)	300-2	0	N	8.00	12.00	48.00	60.00	Side Opening	3764755.99	396012.10
53	CPS	1969446	COUNTY	BI 9901	CONCOURSE AVE	MADISON AVE	NW (S Basin)	300-2	0	N	22.00	11.00	49.00	60.00	Side Opening	3764736.07	396018.53
54	CPS	1969494	COUNTY	BI 9901 - U4	VIA CORONA	GARFIELD AVE	NE	300-2	0	N	8.50	11.00	27.00	38.00	Side Opening	3765107.97	395310.75
55	CPS	1969495	COUNTY	BI 9901 - U4	VIA CORONA	HAY ST	MID (N)	307-2	0	N	8.50	10.00	42.00	52.00	Side Opening	3765044.45	395388.64
56	CPS	1970024	COUNTY	BI 5701 - LINE C	JACMAR DR	MONTEBELLO BLVD	SE	300-2	0	N	11.00	10.00	74.00	84.00	Side Opening	3762255.26	397031.25
57	CPS	1970026	COUNTY	BI 5701 - LINE C	MONTEBELLO BLVD	JACMAR DR	NW	300-2	0	N	4.50	12.00	32.00	44.00	Side Opening	3762281.63	397023.6
58	CPS	1970077	COUNTY	BI 5701 - LINE A	GREENWOOD AVE	WASHINGTON BLVD	NE	303-2	0	N	3.00	9.00	27.00	36.00	Side Opening	3762205.25	396644.69
59	CPS	1970120	COUNTY	TELECHURCH - U1	CHURCH RD	TELEGRAPH RD	NE	303-2	2	N	6.50	10.00	38.00	48.00	Grated	3761168.26	395259.39
60	CPS	1970121	COUNTY	TELECHURCH - U1	TELEGRAPH RD	CHURCH RD	SW	307-2	0	N	8.00	10.00	22.00	32.00	Side Opening	3761140.60	395224.16
61	CPS	1970132	COUNTY	BI 5701 - LINE B	TAYLOR AVE	DATE ST	NW	301-2	1	N	14.00	12.00	32.00	44.00	Side Opening	3761842.86	396216.37
62	CPS	1970141	COUNTY	BI 5701 - LINE B	DATE ST	SPRUCE ST	NE	302-2	1	N	3.50	N/A	60.00	60.00	Grated	3761656.56	396549.93
63	CPS	1970142	COUNTY	BI 5701 -LINE B	SPRUCE ST	DATE ST	NE	300-2	0	N	10.00	12.00	27.00	39.00	Side Opening	3761665.45	396548.36
64	CPS	1970143	COUNTY	BI 5701 - LINE B	GREENWOOD AVE	DATE ST	NE	301-2	0	N	14.00	10.00	62.00	72.00	Side Opening	3761741.22	396413.40
65	CPS	1970156	COUNTY	BI 5701 - LINE A	DATE ST	MONTEBELLO BLVD	NE	300-2	0	N	4.50	11.00	21.00	32.00	Side Opening	3761584.46	396692.97
66	CPS	1971008	COUNTY	TELEGRAPH ROAD DRAIN - RIO HONDO	TELEGRAPH RD	GREENWOOD AVE	MID (3rd CB SE)	303-2	2	N	7.00	10.00	20.00	30.00	Grated	3760423.46	395832.36
67	CPS	1971034	COUNTY	TELEGRAPH ROAD DRAIN - RIO HONDO	TELEGRAPH RD	SLAUSON AVE	NE (N Basin)	300-2	0	N	8.00	12.00	17.00	29.00	Side Opening	3760007.36	396176.38
68	CPS	1971044	COUNTY	TELEGRAPH ROAD DRAIN - RIO HONDO	TELEGRAPH RD	SLAUSON AVE	SE	300-2	0	N	22.00	10.00	116.00	126.00	Side Opening	3759953.74	396222.26
69	CPS	2022035	COUNTY	POPLINK DRAIN - U1 LINE A	LINCOLN AVE	1ST ST	SW	300-2	0	N	15.00	10.00	80.00	90.00	Side Opening	3764846.03	398658.95
70	CPS	2022040	COUNTY	POPLINK DRAIN - LAT H	POPLAR AVE	LINCOLN AVE	NE	303-3	1	N	3.50	10.00	60.00	70.00	Grated	3764879.89	398789.98
71	CPS	2022052	COUNTY	POPLINK DRAIN - LAT E	VICTORIA AVE	LINCOLN AVE	SW	300-2	0	N	29.00	10.00	48.00	58.00	Side Opening	3764843.12	399065.14
72	CPS	2022055	COUNTY	POPLINK DRAIN - U1 LINE A	LINCOLN AVE	VICTORIA AVE	NW	300-2	0	N	21.00	10.00	72.00	82.00	Side Opening	3764881.99	399070.82
73	CPS	2022056	COUNTY	POPLINK DRAIN - U1 LINE A	LINCOLN AVE	VICTORIA AVE	NE	300-2	0	N	17.00	10.00	66.00	76.00	Side Opening	3764884.05	399127.35
74	CPS	2022070	COUNTY	POPLINK DRAIN - U1 LINE C	LINCOLN AVE	RANCHO DR	NE (3rd CB)	300-2	0	N	28.00	10.00	54.00	64.00	Side Opening	3765029.77	399460.32
75	CPS	2022071	COUNTY	POPLINK DRAIN - U1 LINE C	LINCOLN AVE	RANCHO DR	NE (2nd CB)	300-2	0	N	28.00	10.00	54.00	64.00	Side Opening	3765018.20	399453.55
76	CPS	2022085	COUNTY	POPLINK DRAIN - LAT I	EAST OF REA DR	ON SITE - GRANT REA PARK		304-2	5	N	17.00	N/A	108.00	108.00	Grated	3764641.89	399507.91
77	CPS	2022110	COUNTY	BI 9901	2ND ST	MADISON AVE	SE	300-2	0	N	21.00	12.00	66.00	78.00	Side Opening	3764052.95	398363.23
78	CPS	2022115	COUNTY	BI 9901	MADISON AVE	POPLAR AVE	SE	300-2	0	N	4.50	12.00	91.00	103.00	Side Opening	3764009.73	398566.31
79	CPS	2022084	COUNTY	POPLINK DRAIN - U3 LINE E	SOUTH OF RIO DEL SOL	ON SITE - GRANT REA PARK	ALONG BIKE PATH	304-2	1	N	4.00	N/A	60.00	60.00	Grated	3764642.99	399572.01
80	CPS	2022211	COUNTY	POPLINK DRAIN - U3 LINE E	SOUTH OF RIO DEL SOL	ON SITE - GRANT REA PARK	ALONG BIKE PATH	304-2	1	N	5	N/A	60	60	Grated	3764679.58	399635.47
81	CPS	2022212	COUNTY	POPLINK DRAIN - U3 LINE E	SOUTH OF RIO DEL SOL	ON SITE - GRANT REA PARK	ALONG BIKE PATH	304-2	1	N	4.00	N/A	48.00	48.00	Grated	3764765.39	399731.31
82	CPS	Null	COUNTY	BI 9950 - U1 LINE A	GARFIED AVE	VIA CORONA	NE	300-2	0	N	5.00	10.00	37.00	47.00	Side Opening	3765124.21	395296.44
83	CPS	1969481	COUNTY	BI 9950 - U1 LINE A	GARFIED AVE	VIA CORONA	NE - 3RD BASIN	300-2	0	N	29.00	10.00	52.00	62.00	Side Opening	3765151.81	395297.48

ITEM # 18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Authorization to Issue a Request for Proposals (RFP No. 22-4) for Commercial and Multi-Family Organic Waste Collection, Recycling and Processing Services**

DATE: December 8, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Authorize City Staff to issue a Request for Proposals (RFP No. 22-4) for Commercial and Multi-Family Organic Waste Collection, Recycling and Processing Services; and

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

FISCAL IMPACT

Issuing the Request for Proposals (RFP) will have no fiscal impact. Following selection of a firm and the negotiation of an acceptable fee structure, staff will request City Council authorization to award a franchise agreement with a recommended fee schedule for services. Recommendations, at that time, will also include appropriate budget amendments and adjustments to collection fees, as necessary to implement per Senate Bill No. 1383 (see details below).

BACKGROUND

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016 to reduce organic waste disposal by 75% and increase edible food recovery by 20%, by 2025. SB 1383 is the most significant waste reduction mandate adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic

recycling ordinance by January 1, 2022. This legislation requires all customers to comply with recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

As a result of SB 1383, the California Department of Resources Recycling and Recovery (CalRecycle), which is the state department tasked with administering California's waste and recycling programs, developed prescriptive regulations to achieve the State's outlined organic waste disposal goals by 2025. Over the last two (2) years, CalRecycle conducted informal hearings with local governments and stakeholders to develop regulations to achieve the State's organic waste reduction mandates. In November 2020, CalRecycle released the final regulations for SB 1383.

SB 1383 builds upon Assembly Bill 1826 (AB 1826), which previously went into effect on April 1, 2016. AB 1826 required any business generating two or more cubic yards of solid organic waste per week, and multi-family properties with five or more units, to recycle their organic waste (under AB 1826, multi-family properties are only required to recycle landscape debris). Additionally, AB 1826 required the City to implement an organic waste recycling program that included identifying non-compliant businesses that are required to recycle organic waste and notifying the businesses of these requirements.

ANALYSIS

Requirements of Senate Bill 1383:

As a result of SB 1383 and the regulations established by CalRecycle, the City will have to implement the following practices to be in compliance:

- Provide organic waste recycling services to all commercial, single-family, and multi-family properties;
- Inspect and enforce compliance with SB 1383 by adopting an enforcement ordinance;
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, and edible food recovery organizations;
- Procure recycled organic waste products like compost, mulch, and renewable natural gas; and
- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements.

The recommended RFP will result in the selection of a solid waste hauler to provide the required organic waste collection services for all commercial and multi-family properties within the City of Montebello.

The publishing of the RFP is scheduled for December 13, 2021 with a deadline for submission on January 13, 2022. Recommendations for the award of a franchise agreement to the City Council is anticipated in February 2022 and the start of the service no later than July 1, 2021.

ENVIRONMENTAL

The recommended City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment, and is, therefore, not subject to CEQA. No further action under CEQA is required.

SUMMARY

Upon the approval by the City Council of the recommended actions, staff will coordinate the advertisement of the Request for Proposals, conduct the evaluation process and make recommendations for the selection of a franchise hauler to the City Council at a subsequent meeting.

ATTACHMENT:

A. Attachment A – Request for Proposals (RFP No. 22-4)

ATTACHMENT A

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS (RFP)

For

MANDATORY COMMERCIAL AND MULTI-FAMILY ORGANICS COLLECTION, RECYCLING, AND PROCESSING SERVICES

RFP No. 22-4

FOR

CITY OF MONTEBELLO, CALIFORNIA

Deadline for Submission: **January 13, 2022 at 5:00 PM**

City of Montebello
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd., Montebello, CA 90640
Email: jenriquez@cityofmontebello.com
City Website: https://cityofmontebello.com

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INTRODUCTION

The City of Montebello ("City") is requesting proposals from qualified solid waste and recycling companies authorized to conduct business within the City, and who are in good standing, to provide mandatory commercial organics collection, recycling, and processing services. It is the City's intent to enter into one or more franchise agreements for commercial organics recycling, collection, and processing services. The anticipated service start date for a new collection service franchise agreement is no later than July 1, 2021.

Specifically, City is interested in receiving proposals for one (1) or more Commercial Organics Collection, Processing and Recycling Franchise Agreement(s) ("Franchise Agreement") that will encompass all commercial and multifamily accounts within the City. The specific services and contract terms are set forth in this document and in the Draft Franchise Agreement, which together make up the Request for Proposals (RFP). Prospective Proposers should examine these documents in detail in order to understand the services being requested.

The successful Firm will have presented an accurate representation of the Firm's experience and expertise in the organics collection, recycling, and processing services generated in the commercial and multifamily sectors.

City seeks one (1) or more Firms that offer a rate stabilization program to provide long-term collection capacity, processing, and recycling, through point of source collection while meeting all the diversion and program requirements of the State of California, Los Angeles County, and the City as may be applicable.

CITY OF MONTEBELLO GOALS & OBJECTIVES

The City of Montebello's goals and objectives for the RFP process and future collection services are as follows:

Conduct the RFP process with integrity and transparency.

- Provide a cost-effective, environmentally sound, and efficient commercial organics collection, processing, recycling, and management system, which includes mandatory collection of all organic material generated within commercial establishments of the City.
- Preserve the environment and protect the health, safety, and quality of life for Montebello residents by utilizing fully automated Air Quality Management District (AQMD) (Alternative Fueled) compliant vehicles and trained operators that are licensed and possess a Commercial Driver's License (CDL) within the State of California.
- Comply with State of California Senate Bill (SB) 1383, Assembly Bill (AB) 1826, achieve and organic waste disposal rate of seventy-five percent (75%), and all other State, federal, and local mandates during the term of the Franchise Agreement.
- Implement programs requiring businesses to recycle their organic waste and implement an organic waste recycling program to divert organic waste generated by businesses, including

multifamily residential dwellings that consist of five (5) or more units (please note, however, that multifamily dwellings are not required to have a food waste diversion program). For the purpose of this solicitation, the term "organic" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

- Participate in the City of Montebello as an exemplary corporate citizen by supporting local non-profit organizations and serving as a member of the community.
- Provide a long-term organic management program that includes, but is not limited to: collection, processing, and recycling programs or other organic waste processing programs that reduce the amount of organic waste being disposed of, and that includes a rate stabilization program or other programs to divert organic waste from landfills.

ORGANIZATION OF THE RFP

This RFP is organized into six (6) sections as follows:

Section Intro Introduction to the RFP
Section 1 City Information and Statistics
Section 2 Scope of Services
Section 3 Key Agreement Terms
Section 4 Proposal Format and Content
Section 5 Proposal Evaluation Criteria
Section 6 Attachments

SUMMARY OF PROPOSED SERVICES

A description of all service requirements and related stipulations is included in the attached Draft Franchise Agreement. The table below briefly describes the services City is seeking from qualified Firms.

TABLE 1: SUMMARY OF PROPOSED SERVICES

Service Sector	Service Description
Commercial Industrial Multifamily	• Minimum Weekly Automated Service • 32-Gallon Container or Cart • 64-Gallon Container or Cart • 96-Gallon Container or Cart • 1 Cubic Yard Bin • 1.5 Cubic Yard Bin • 2.0 Cubic Yard Bin • 3.0 Cubic Yard Bin • 4.0 Cubic Yard Bin • 6.0 Cubic Yard Bin • 8.0 Cubic Yard Bin • 20-Cubic Yard Roll Off Container • 30-Cubic Yard Roll Off Container • Space Limitations/ Optional Sizes • Temporary Organic Bin and Box Collection • Disadvantaged/Small Business Organic Program • Senior/Low-Income Multi-family Discount Program • Customer Service Line with 24-hour message center

PROPOSAL SUBMITTAL DATE AND REVIEW

The Office of the City Clerk, located at Montebello City Hall - 1600 West Beverly Blvd, Montebello, CA, 90640, will receive sealed Proposals for the mandatory commercial organics collection, recycling, and processing services RFP No. 22-4, on or before January 13, 2022, no later than 5:00 p.m.. Firms must submit ten (10) complete copies of their Firms' Proposal, one (1) original with wet signatures, and one (1) electronic copy with all attachments on a thumb drive.

The received proposals will become part of the official files of the City of Montebello and will not be returned. Further, and in accordance with Section 3.16 ("Public Records Act") of this RFP, information, writings, or documents included as part of the proposal(s) not labeled as "proprietary" or "trade secret" in nature may be subject to public disclosure per the Public Records Act. Late proposals will not be accepted. The RFP package must be sealed and labeled as follows:

"Proposal for Commercial Organics Collection, Recycling, and Processing Services, RFP No. 22-4"

AWARD

All proposals will be reviewed to determine conformance with the RFP requirements, form, and content. Any proposal deemed incomplete, conditional, or non-responsive to the RFP may be rejected. *Proposals and proposed rates must be honored for twelve (12) months from the proposal due date or the Franchise Agreement Effective Date, whichever comes first*. The City reserves the right to reject any and all proposals. The successful proposal may or may not be the lowest cost proposal.

The anticipated date of award by the City Council is February 23, 2022.

AGREEMENT TERM

The City of Montebello (City) is soliciting written competitive proposals from authorized Firms to provide commercial organics collection, recycling, and processing services for commercial and Multi-family customers within the City. The contemplated three-year (3-year) Franchise Agreement with three (3), one-year (1-year) options will allow and require the successful Firm to provide commercial organics collection, recycling, and processing services within City boundaries shown on the attached map (**Attachment A**, "City Map") for existing and future service needs within the commercial, institutional, and Multi-family service area.

RFP POINT OF CONTACT

Technical questions should be directed in writing to James Enriquez, Director of Public Works at JEnriquez@cityofmontebello.com. Firms interested in submitting a proposal shall not contact other representatives of the City of Montebello including its officer's, agents, elected officials, employees, volunteers, consultants, Franchisees, and/or others in connection with the RFP prior to the announcement of a preferred Firm. Should interested Firms make any such contact in connection

with this RFP, the City reserves the right to reject or disqualify any submission associated with the contacting person, party, or entity. No person is authorized to make oral changes to the RFP.

SCHEDULE

The City plans to adhere to the following schedule to the greatest extent possible. Changes to the schedule will be at the sole option of the City.

TABLE 2: SCHEDULE

Action	Date
RFP Release	December 13, 2021
RFP Questions Deadline	December 30, 2021
Response to Questions	January 6, 2022
Proposal Submittal Date	January 13, 2022
City Council Presentation & Award	February 23, 2022
Commence Services	No later than July 1, 2021

SECTION 1: CITY INFORMATION/STATISTICS

The City of Montebello (hereinafter referred to as either the "City" or "Montebello") is located near the center of the Los Angeles metropolitan complex. The industrial heart of the Western United States swings out 40 miles to the west and 50 miles to the east, providing communication, transportation, technology, finance, and labor as well as being its own best consumer market.

Montebello is ringed by freeways and has become a center for the trucking and specialty vehicle industry. Wheels, engines, underbodies, refrigerated trucks, campers and truck trailers are all manufactured in Montebello. The over-the-road trucking industry has found Montebello a convenient home as well, as have the service, maintenance, and custom fabrication groups.

Commercial and Multi-family waste management services are currently provided under a nonexclusive franchise system and is serviced by thirteen (13) nonexclusive franchised haulers. The following table shows an estimated number of Commercial businesses and Multi-family properties in the City. All prospective bidders should take whatever steps are necessary to verify the number of businesses, institutions, and Multi-family properties, tonnages, and collection area in preparing their proposals.

1.1 Businesses, Institutions, and Multi-family Properties

TABLE 3: AFFECTED BUSINESS LISTING TABLE

Description	Units
Number of Multi-family Properties	963
Number of Restaurants/Eating	190
Number of Grocery Stores and Supermarkets	24
Number of Bakeries	20

The information presented in the table above, is based on City record for licensed businesses within the City. The City is not guaranteeing the accuracy of this information nor is the City implying that the Proposers include this information in the determination of pricing and/or service levels. All prospective bidders should take any steps deemed necessary to verify the number of Multi-family properties, restaurants, grocery stores, and supermarkets in preparing their proposals.

NOTE: DATA ACCURACY

City asserts no claim as to the accuracy of the information with respect to each service area. The information represents the City's best judgment based upon information existing as of the date of this RFP, but they do not constitute warranties. Proposers must draw on their own professional experience to best correlate or corroborate the data. Proposers are responsible for independently investigating service conditions in the service area.

1.2 CURRENT SERVICE ACCOUNT DATA

As of the date of issuance of this RFP, the information that has been received by the City may represent conflicting and contradictory data relative the actual number of account services relative to Commercial Organics Collection, Processing, and Recycling within the City. Currently, the City has received information from 13-nonexclusive franchised haulers relative to account data for which such information has not been audited of verified in totality.

1.2.1Multi-family Sector Service Data

The Multi-family sector covered under this solicitation is reported to be comprised of 963 addressed locations.

1.3 DISPOSAL TONNAGE DATA

The City understands that accurate disposal reporting information is critical for Proposers in the determination of pricing and program implementation. The table below demonstrates information available on the CalRecycle website and information supplied by the current nonexclusive franchised haulers. All prospective bidders should take any steps deemed necessary to verify the information in preparing their proposals.

1.3.1 Reported Total Tonnage Collected

Since the current services are provided by thirteen (13) different nonexclusive franchised haulers, the reliability of the information related to organic waste material collected and processed has not

been verified, as such it is the responsibility of the proposing Firm to verify the data relative to organic tonnage collected.

1.4 DIVERSION RATES

The City is committed to meeting the goals and objectives of SB 1383 and AB 1826 as well as subsequent legislation mandating certain organic recycling requirements. The successful Franchisee will be required to divert and recycle a sufficient amount of covered material to ensure that the City continues to meet or exceed the requirements of SB 1383 and AB 1826, as well as all other State, local, and federal mandates during the term of the Agreement.

1.5 CURRENT COLLECTION RATES

Currently, the City does not establish rates for commercial organics collection, processing, and recycling, therefore, it shall be the responsibility of the Proposer to provide competitive rates that are reflective of their business operations and the services set forth herein.

1.5.1 Current Billing Procedures

Currently, commercial, and Multi-family customers are billed via their nonexclusive commercial franchises solid waste provider and at this time there is no plan to change this billing method.

SECTION 2: SCOPE OF SERVICES

The City is requesting proposals for the services as described herein. No other residential or commercial waste collection services, construction debris collection services (commercial or residential construction), street sweeping, or other waste collection services are to be bid. All services described below are to be considered "Core Services".

Franchisee shall establish and shall continue to maintain during the term that services are provided, a local office for the purpose of handling customer inquiries, orders, and complaints. The "local" office must remain in a location within fifteen (15) miles of the City boundary and having the same telephone area code as that existing in the City. If approved by the City, a local toll-free number may be provided as a substitute to existing area code and must be staffed by a live person during regular office hours. The local office shall be open to the public during regular office hours defined as being between the hours of 8:00 a.m. to 6:00 p.m., five (5) days per week, Monday through Friday, and 7:00 a.m. to 2:00 p.m. on Saturdays Holidays excepted. A representative of Franchisee shall be available during regular office hours for communication with the public at such local office.

2.1 COMMERCIAL COLLECTION SERVICE

2.1.1 Commercial Organics/ Green Waste Container Collection

Franchisee will distribute commercial organics carts, Bins, Containers, or compactors in sizes and quantities that it deems necessary to guarantee safe and sanitary services under the Franchise Agreement and shall ensure that the services provided do not fall to such a level or frequency that

the collection Containers become subject to infiltration by mammals, birds, rodents, bugs, maggots, flies, or the like.

2.1.2 Commercial Organics/ Green Waste Container Collection Sizes and Frequencies

At a minimum, the successful service provider must provide commercial organics collections at least once per week and shall provide or make available the following Container sizes:

- 32-Gallon Container or Cart
- 64-Gallon Container or Cart
- 96-Gallon Container or Cart
- 1 Cubic Yard Bin
- 1.5 Cubic Yard Bin
- 2.0 Cubic Yard Bin
- 3.0 Cubic Yard Bin
- 4.0 Cubic Yard Bin
- 6.0 Cubic Yard Bin
- 8.0 Cubic Yard Bin
- 20-Cubic Yard Roll Off Container
- 30-Cubic Yard Roll Off Container

2.1.3 Vector Control Program

During the term for which services are provided, the successful provider must implement or ensure the implementation of a Vector Control Program for each location as to ensure that vectors are controlled. For the purpose of this RFP a Vector Control Program must be designed to limit or eradicate the mammals, birds, insects, or other arthropods (here collectively called "vectors") which transmit disease pathogens in or around where the organic collection programs are located.

2.1.4 Organic Material Overages

In the event that a commercial, industrial, or Multi-family establishment exceeds the capacity of the service provided, the successful provider must provide collection service to the customer within 24-hours of notification regardless of when the notification was made.

2.1.5 Cart Colors and Markings

The Commercial Organic and Green Waste Containers provided under this solicitation must be differentiated by color and shall possess markings clearly identifying them as Organic material collection only. The colors shall be resistant to fading as a result of weathering. Color shall be uniform within each Container type, including replacement Carts and Containers distributed throughout the Term. All Container markings must be approved by the City prior to ordering Containers. Graphics indicating how to properly dispose of organic waste shall be included on the Container lid or front of the Container. Containers must clearly identify the Franchisee's name and phone number on each side. Franchisee shall include in their work plan specifications and cut sheets from the proposed manufacturer along with a distribution plan for all Containers. Franchisee shall also provide details as to the manner and method that they will employ with respect to Container management which must include the repair, maintenance, and exchange of Containers and, any associated charges shall also be included in this section.

2.1.6 Public Outreach Program

Franchisee shall implement a City-approved Multi-Lingual Commercial Organic Outreach Program in a format approved by the City, or at the direction of the City, participate in the outreach program mandated by the City. Any outreach material provided must be specific to Montebello and public outreach must coincide with the start of the Commercial Organics Collection, Processing, and Recycling Program. This public outreach must be specific and unique to Montebello, and clearly establish the billing procedures, explain the billing format, clearly describe the customer's responsibilities, and provide a customer service number for the Franchisee.

2.1.7 Holiday Schedule

Holidays prescribed by the City specific to Franchisee service include: New Year's Day, Labor Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day. All collection activities scheduled during a prescribed Holiday will be collected on the following non-holiday calendar day except when said alternate collection day falls on a previously identified Holiday. During Holiday collection schedules, all services will slide backward one (1) day when collection activities fall upon an approved holiday.

2.1.8 Removal and Recycling of Existing Carts

Franchisee shall coordinate delivery of the new Commercial Organics and Green Waste Collection Containers with the previous haulers' removal of existing Containers to minimize the period of time during which Commercial Customers are without service. If prior Collection Franchisee does not collect their Containers at the start of service under the Franchise Agreement, Franchisee shall Collect and store Containers until the City instructs Franchisee to Repurpose, Reuse, or Recycle the Containers for maximum Diversion credit, or until the prior Franchisee arranges to collect the Containers from Franchisee. During the term, if additional Containers belonging to the prior Franchisee are placed for servicing or Collection during the Term, Franchisee shall remove Containers from service and notify prior Franchisee to make reasonable arrangements for pick up, or the previous Franchisee shall be responsible for the payment of their previous Containers. Neither City nor Customers shall be responsible for any of Franchisee's costs associated with actions undertaken in accordance with this section.

2.1.9 Citywide Quarterly Clean-up Program

City, along with a third-party collector, shall conduct a quarterly citywide organics and food waste clean-up event at no additional cost. Franchisee and City shall define the scope of this Program upon award of the contract.

2.2 MULTI-FAMILY RESIDENTIAL "CORE" COLLECTION SERVICE

Franchisee shall provide commercial organics bin service and/or automated Cart service to all Multi-family properties at least once per week. Available bin sizes are referenced above...

2.3.1 Bins, Boxes, Containers

Franchisee shall provide clean freshly painted Bins, Containers, and Roll-off Boxes, free from graffiti, equipped with reflectors, and shall have the name and phone number of Franchisee prominently displayed in letters not less than three (3) inches high on the exterior of each Bin and/or

Box so as to be visible when the Container is placed for use. All Bins, Boxes, and Containers must be kept graffiti free at all times. Within four (4) hours of visible or informed sighting, Franchisee shall touch-up, repaint, or replace any bin, box, or Container tagged with graffiti or excess markings that are not part of the haulers collection program.

SECTION 3: KEY AGREEMENT TERMS

A comprehensive description of the Franchise Agreement terms is contained in the Draft Franchise Agreement. The following Key Terms are contained herein to draw the Proposers' attention.

3.1 AGREEMENT TERM

The contemplated three-year (3-year) Franchise Agreement with three (3), one-year (1-year) options

3.2 ANNEXATION

If additional area is annexed to the City, it shall be added to the Commercial Organics Collection, Processing, and Recycling areas, subject to the legal rights of others to provide services in that area. The franchise holder shall provide services to those areas.

3.3 MANDATORY COLLECTION

The City franchised collector shall collect all commercial organics and green waste in accordance with the terms of the Franchise Agreement.

3.4 BILLING AND COLLECTION

Every commercial occupant or owner of property in the City shall be billed by the Franchisee for services provided under this solicitation

3.5 EDUCATION AND PUBLIC AWARENESS

The City recognizes that effective public education is the key to implementing effective programs and achieving the diversion requirements of, SB 1383, and AB 1826, and future subsequent legislations. See Draft Franchise Agreement for specific requirements relating to minimum public outreach requirements.

3.6 MINIMUM RECYCLING RATE

Franchisee shall propose a minimum recycling rate of seventy-five percent (75%) for all organic waste it collects under the Franchise Agreement. Organic materials not collected by the Franchisee is not counted towards meeting the organic recycling requirement of this RFP.

3.7 FIRM'S EMPLOYEES

Firm's employees shall be required to wear a clean uniform bearing the Firm's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

3.8 RECORDS AND REPORTS

The City shall require specific reporting and record keeping requirements in completion of collection activities. At the conclusion of each Quarter of service, the Franchisee shall be required to report any/all information requested by the City within forty-five (45) days of the end of each Quarter. Storage of specific reports and records must be kept in electronic format for no less than five (5) years after the completion of the services provided and be available upon request within seven (7) days of notification.

3.9 RESPONSIBILITY FOR DAMAGES AND INJURY/INDEMNIFICATION

The City shall require that the Franchisee indemnify the City as set forth in the draft Agreement. The Franchisee / Franchisee - shall become familiar with the City and shall provide adequate safeguards to prevent damage to existing structures and improvements from its operations. All property damage shall be replaced and/or repaired, at the Firm's expense, to the original condition and to the satisfaction of the property owner.

3.10 COOPERATION WITH UTILITY AND OTHER COMPANIES

Work within the City may be performed by utility and construction companies, which may obstruct the public right of way or properties at which service is to be provided from time to time. It is the responsibility of the Firm to be informed of work planned by these parties and to coordinate Commercial Organics Collection, Processing, and Recycling work accordingly in such a manner as to not provide an undue burden on the City or its residents and commercial establishments and customers.

3.11 REPORTING AND AUDITING

Proposer should review the Draft Franchise Agreement, which contains detailed auditing, reporting and record keeping requirements. Proposer shall familiarize themselves with these requirements.

3.12 CLEAN-AIR COLLECTION VEHICLES

Pursuant to the requirements of Rule 1193 ("Clean On-Road Residential and Commercial Refuse Collection Vehicles") of the AQMD, Collector shall propose and route only collection compressed natural gas (CNG), liquefied natural gas (LNG), or any other clean-air vehicle that meets Rule 1193 at the commencement of the Franchise Agreement.

3.13 QUALITY OF SERVICE SURVEYS

The City requires that the Franchisee provide at its own expense annually, a "quality of service" survey of Franchisee's customers during the term of the Franchise Agreement in a format approved by the City. Responses to the annual survey must be remitted directly to the City and not the Franchisee. At the discretion of the City the survey shall be conducted by a City approved third-party at the sole expense of the Franchisee. Prior to finalizing the survey form, the City shall review the survey with the Franchisee. Results of the survey and the quality-of-service survey shall be provided to the City, reviewed with the Franchisee, and used to discuss improvements in service delivery.

3.14 RATE ADJUSTMENT

Initial rates will be set based on the rates proposed in Maximum Customer Rates and shall be fixed through the first twenty-four (24) months of the new Franchise Agreement. The rates will,

thereafter, be annually adjusted using a weighted index as stipulated in the Draft Franchise Agreement.

3.15 AUTHORITY TO WITHDRAW RFP AND/OR NOT AWARD CONTRACT AND POSSIBLE LEGAL CHALLENGES.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to postpone the opening of proposals at its own convenience and to reject any and/or all proposals responding to this RFP without indicating any reasons for such rejection. The City shall not be obligated to any Firm to enter into a franchise Agreement with the Firm despite City Council's prospectively awarding a contract to a Proposer. City shall be obligated to a Proposer if and only if the City enters into a Franchise Agreement for the services contemplated in this RFP with the Proposer. No action will lie against the City to compel it to execute a Franchise Agreement or to recover from City any damages or costs any Proposer may incur if the City elects to sign a Franchise Agreement. Further, note that the City reserves the right to modify the Draft Franchise Agreement to more fully effectuate the intent of this RFP and the City's collection services program.

All parties, by submitting a bid to this RFP, acknowledging potential for judicial intervention or prohibition, and are agreeing to hold the City harmless from any costs, expenses, damages, attorney fees, court costs or other economic and non-economic consequences from the potential judicial determination which may delay or prohibit the award of contract and franchise.

3.16 PUBLIC RECORDS ACT

All correspondence with City, including responses to this RFP, will become the exclusive property of the City and will be public records under the California Public Records Act (Government Code Section 6250 et seq.). The City will maintain the confidentiality of the proposals before it announces a recommendation for award. If a responder to the RFP believes that portions of its proposal are exempt from disclosure under the Public Records Act, it must be marked as such and specifically state the factual and legal basis for exemption. If a request is made for information marked as proprietary or a trade secret, City will provide the submitter reasonable notice to seek protection from disclosure in court.

3.17 MAXIMUM CUSTOMER RATES

The franchise holder, not the City, establishes customer rates. However, because City proposes to grant one (1) or more nonexclusive franchises, the contemplated Franchise Agreement will set maximum permitted rates for the first two (2) years of service. In the following years, the maximum permitted rate will be adjusted by a formula based on changes to the Price Index(s) as described in the Draft Franchise Agreement. The total annual maximum rate increases are explained in the Franchise Agreement.

3.19 INITIAL FEE UPON AWARD

In exchange for a the City granting the franchise pursuant to this Franchise Agreement, Franchisee shall pay to City a one-time administrative fee, to be paid no later than thirty (30) days after the Effective Date *(Section 3.1 of the Draft Franchise Agreement)*, to reimburse the City for all costs

related to the preparation of the Request for Proposals that led to the selection of the Franchisee, and the City's legal fees (attorneys' fees and costs) and professional fees (consultant fees and costs), incurred in the negotiation, research and drafting of this Franchise Agreement which amount shall be One Hundred Thousand dollars ($100,000).

3.20 AB 939 PROGRAM PAYMENT FEE

The Franchisee shall annually remit payment in the amount of thirty thousand dollars and zero cents ($30,000.00) or sixteen percent (16%) of Gross Receipts, whichever is greater, to reimburse the City for costs related to compliance with State recycling mandates, public education, City staff expense for oversight and review of Franchisee recycling activities, and the cost of professional consulting services as determined necessary and/or beneficial by the City.

3.21 PERFORMANCE AUDIT FEE

The Franchisee shall annually remit payment in the amount of thirty thousand dollars and zero cents ($30,000.00) for a third-party review and audit of Franchisee performance and records. Such an audit will verify the accuracy of franchise fee payments as well as the Franchisee's implementation of programs and general compliance with the terms of this Franchise Agreement.

3.22 GOOD CORPORATE CITIZENSHIP

The holder of the franchise under this Franchise Agreement shall be a visible and important part of the Montebello community and shall be an exemplary "Corporate Citizen," supporting local non-profit organizations in the community and strengthening Montebello in other ways. Proposals should describe the commitments that the Firm will make to continue or expand up on that tradition. Please see "Attachment C" ("Good Corporate Citizen Statement") for further information.

3.23 PERFORMANCE BOND AND LETTER OF CREDIT

Franchisee shall provide a Performance Bond and/or Letter of Credit for a total a surety of two hundred and fifty thousand Dollars ($250,000.00) or the equivalent of Three (3) Quarter of rate service, whichever is greater. For the purpose of this document, the "Three Quarter of rate service shall be calculated based on the standard City Council approved monthly fee charged to Commercial customers multiplied by nine (9) months or the equivalent of three (3) fiscal quarters

3.24 SURETY/BID BOND

Each proposal must be accompanied by surety made payable to the City of Montebello in the amount of twenty-five thousand dollars and zero cents ($25,000.00) in the form of a certified check, Cashier's check, or bid bond.

3.25 PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not

intended to indicate their relative importance. See Section 5 ("Proposal Evaluation Criteria") of this Document for a complete listing of Evaluation Criteria.

NOTE: Maximum customer charges will not be the sole criteria for award of this Contract. All criteria will be considered.

3.26 CONFLICTS OF INTEREST

City officials may not participate in any decision in which they have a financial interest under the California Political Reform Act (Government Code Sections 87100 *et seq*.). Cities may not contract with any Firm in which members of their council have a disqualifying interest under Government Code Section 1090 and following. In order to identify any legal conflicts of interest, Firms submitting a proposal shall identify any officers, directors, employees, or ownership interests that would constitute a financial interest under the Political Reform Act or Government Code Section 1090 and following for any elected or appointed City official, employee, or agent.

3.27 FAMILIARITY WITH LAWS AND ORDINANCES

Firms are required to comply with all provisions of State, Federal, County and City laws, ordinances, rules, and regulations that are applicable to them and their operations. The submission of a response to this RFP shall be considered a representation that the Firm making the proposal is familiar with all such laws, ordinances, rules, and regulations.

3.28 DRAFT FRANCHISE AGREEMENT

The Proposer must review the entire Draft Franchise Agreement for details relating to the specific requirements of this Request for Proposal. Should Proposer find items that are not acceptable to Proposer, Proposer must identify such items in its response proposal. The final approved Franchise Agreement will incorporate the successful Proposers' response to this RFP.

3.30 ORGANIC RECYCLING AUDITS

Franchisee is required to conduct Bi-Annual organic waste composition audits, at no charge to the City, of the organic waste collected from commercial customers Containers. The purpose of this audit is to establish the materials and their relative percentages by weight in the commercial organic waste stream. The City and/or its designee shall have the right to be present to oversee the Franchisee while this audit is conducted.

3.31 RATE COMPOSITION

During the Term of the contemplated Franchise Agreement, all franchise rates will be divided into two (2) rate components: "Collection" and "Processing/Recycling". Such a "component" breakdown must be disclosed to the City within the initial rates for the Franchise Agreement and as part of any subsequent rate increase request by the Franchisee. Such collection components are not required to be listed in franchise rate sheets or included on billings to the Franchisee's customers.

3.32 INFORMATION / "HOW-TO" VIDEO

Franchisee shall develop, produce, and provide for customer viewing, an informative *How-To* video. The produced video shall inform commercial organic customers of program services available and

other opportunities, and general information on billing and customer service information. The City may, at its sole discretion, and at the request of the Franchisee waive such a requirement if the franchisee is able to provide alternative methods of informing commercial customers of the manner and methods referenced herein.

SECTION 4: PROPOSAL FORMAT AND CONTENT

This Section includes the required proposal format, and a description of the specific information Proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposals should be typed and as brief as possible. They should not include any elaborate or unnecessary promotional material. Nine (9) bound or stapled copies of the Proposal should be submitted. Each Firm should adhere to the following order and content of proposal sections:

1. GENERAL REQUIREMENTS

A. Title page

B. Cover Letter

A cover letter should summarize key elements of the proposals. An individual authorized to bind the Firm must sign the letter. Please include the address and telephone number of the Firm's office located nearest to Montebello, California, and the office from which the Agreement (Attachment D, "Draft Franchise Agreement") will be managed.

The letter must stipulate that the proposed maximum customer rates shall be valid for the first two (2) years of service and that any future increases will be limited by the Rate Adjustment formula stipulated in the Draft Franchise Agreement.

The letter must also state that the proposing Firm understands and accepts that the data supplied is for informational purposes only and that the prospective bidder has taken the steps necessary to verify the number of businesses, Multi-family residences, Containers, routes, tonnage volumes, and collection area in preparation of the submitted proposal. The Proposer must include a statement that they have reviewed the entire RFP including Attachments ___ - ___ inclusive of the Draft Franchise Agreement and take either no exceptions or have included any exceptions in therein.

Furthermore, the Franchisee understands and accepts that within thirty (30) days upon execution of the Franchise Agreement (the "Effective Date"), the Firm will be required to make payment to the City of Montebello in the amount of One hundred Thousand dollars ($100,000). to cover the costs associated with the RFP process. The letter should further state as a condition of the Franchise Agreement, the Firm will remit at least sixteen percent (16%) of annual gross receipts to the City and at no time will franchise fee costs or any City Program fee costs be added to customer billing statements or passed on to its customers.

C. Table of Contents shall be included in the numbering format exhibited in this section.

D. Business Structure Provide the following information regarding the proposing entity and entity that would provide a corporate guarantee, if applicable.

i. Legal name of proposing entity that would sign the Franchise Agreement and whether it is an individual, a partnership, a corporation, or a joint venture

ii. Entity that would submit financial statements and whether it is an individual, a partnership, a corporation, or a joint venture. If other than proposing entity, indicate relationship and willingness to sign corporate guarantee

iii. Number of years in which proposing entity has been organized and doing business under this legal structure (if other than an individual)

iv. Number of years in which the proposing entity has been authorized to conduct business within the City of Montebello.

Names of owners/stockholders with more than ten percent (10%) of the Firm's equity

v. Names of all officers

vi. Corporate headquarters

vii. Local headquarters (if different)

2. EXPERIENCE AND QUALIFICATIONS

The successful Firm shall have at a minimum five (5) years of experience with hauling and collecting solid waste and recyclables within the City of Montebello and at least two (2) years of experience providing organic collection in either a commercial, industrial, institutional, or residential setting.

The successful Firm must be qualified by experience, adequate financing, staffing, and equipment to provide the services specified in this RFP. Describe all recent experience (five [5] years suggested – two [2] years minimum) in providing services of the type being proposed in this RFP. Include on each listing the following:

i. Name of the agency/jurisdiction issuing a franchise, permit or agreement in which services were/are provided

ii. A description of the services provided

iii. Primary agency contact, address, telephone number, and email address

iv. Dates for the contract or other agreement under which services were provided

v. Name of the person or persons at the Firm primarily responsible for supervising or managing the services and their respective responsibilities

vi. A statement certifying that the Firm is in good standing with the agency/jurisdiction if currently providing services or was in good standing with the agency/jurisdiction at the time the services concluded

3. REFERENCES

Proposer shall provide at a minimum of three (3) references but no more than five (5) references. For each reference, indicate the following:

a. Reference name and Title

b. Organization affiliation

c. Complete mailing address, email address and telephone number

The City reserves the right to reference check any and/or all of the organizations or individuals listed.

4. ORGANIZATION AND STAFFING

Describe the Firm's approach and methods for managing the services to be provided under the contract, including all reporting and other requirements. Provide an organizational chart showing proposed team members. Describe the responsibilities of each person on the team. Identify the person(s) who will be the key contact(s) with the City. Please include resumes for key members of the team with particular emphasis on their experience and qualifications.

5. BACKGROUND

The Background Section should describe the Firm's understanding of the City and the service to be provided. Each Proposer is required to independently verify the number of affected businesses, Multi-family complexes, tonnage volumes, and collection area in preparation of their proposal. Please explain your Firm's verification process while providing the data and methodology utilized in the preparation of your proposal.

6. WORK PLAN AND METHODOLOGY

This section should describe the services the Firm will provide and the methodology for providing said services. The "Work Plan" must include the methodology and actions the Proposer will implement in meeting the requirements of the RFP and the Draft Franchise Agreement.

Make evident the methodology your Firm will implement in meeting State of California requirements associated with SB 1383, AB 1826, and other statutory requirements. **Additional points may be awarded to the Firm(s) that offer diversion rates above the minimum diversion requirements set forth in Attachment _____.**

Include all proposed facility names, SWIS number and addresses where materials will be delivered, sorted, and/or processed. Include the type of permits for the facility (i.e., certified to receive organic materials including food waste, green waste, yard waste, or other organic debris, etc.). State the permitted total tonnage allowed (capacity) at facility per day, per quarter, annually, and current tonnage of materials received for each.

The successful Proposers "Work Plan" will become an attachment to the Franchise Agreement. This "Work Plan" section of the proposal will be identified in the final Franchise Agreement as "Attachment _____"

7. FACILITIES USED

Proposer is to identify each permitted and nonpermitted facility Proposer intends to utilize during the Term of the Franchise Agreement. Proposer shall include the following information for each facility:

i. Commodity/Materials to be delivered to each facility

ii. Diversion rate for each waste stream

iii. The name, address, and type of facility

iv. Facility Solid Waste Information Systems (SWIS) Number

v. Statement regarding any relationship between the Proposer and the facility owner/operator

vi. Number of months or years that Proposer has used the facility, material brought to the facility, and frequency of such use

8. SCHEDULE OF SERVICES

Firm shall adopt a schedule for providing services to locations and frequencies set forth in a separate agreement with the City Manager. Include in this section your proposed suggestions for collection times and other policies and/or procedures not presented in the above work plan.

9. EQUIPMENT LIST

Franchisee shall provide evidence thereof, no later than thirty (30) days prior to the Franchise Start Date of the Franchise Agreement, a fleet of alternatively fueled collection vehicles sufficient in number and capacity to perform efficiently the work required by the Franchise Agreement in strict accordance with its terms. Collection vehicles must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast AQMD Rule 1193 relating to alternative fueled trash collection equipment.

During the first twelve (12) months of the Franchise Agreement, Franchisee may operate with used clean-air collection vehicles no older than seven (7) years of age. During the first Term year, Franchisee shall provide evidence of an order to purchase new clean-air collection vehicles, with a delivery date on or before the thirteenth (13) month of the Term. The fleet of alternatively fueled vehicles shall be no older than seven (7) years of age at any time during years two (2) through seven (7) of the Franchise Agreement. For the purpose of this agreement, "Term" shall mean the annual period for which service is provided.

Please attach a table that includes the following information for each vehicle to be used under the first twelve (12) months of this franchise.

1. Make
2. Model
3. Year
4. Mileage
5. Vehicle Identification Number
6. Type of Fuel to be Used
7. Waste Stream to be collected

10. EMPLOYEE SAFETY TRAINING AND EQUIPMENT SAFETY RECORDS

Describe your organization's training and health/safety programs for your employees. Describe employee response procedures when nonorganic materials, solid waste, recycling, hazardous wastes, or the like are encountered during collection activities. Include any employee manuals as appropriate. Provide all equipment safety, Biennial Inspection of Terminals BIT inspection, and California Highway Patrol reports or citations for the most recent three (3) years.

11. IMPLEMENTATION/TRANSITION PLAN

Provide an implementation plan describing the Firm's plan for facilitating a smooth transition of services and, if applicable, a smooth transition between service providers. The proposal must clearly demonstrate that the Firm has the ability to implement the services including equipment, educational outreach, personnel administration, and maintenance requirements. Please describe any assistance that will be needed from City staff during the transition period. Proposer must include a delivery schedule with any lead-time needed for the purchase of new Bins, Carts, Roll-off Boxes, and vehicles.

12. Organics Waste Recycling

Proposer shall describe in their Work Plan a clear understanding of Organics Recycling (AB 1826 and SB 1383), and specifically identify Proposers' methodology of implementing said Organics Recycling Program(s) for commercial, industrial, and Multi-family sectors, as presented in this Document and the Draft Franchise Agreement.

13. Minimum Recycling Requirement

For the purpose of this solicitation, the successful Proposer must provide a detailed plan as to how the Firm will achieve a seventy-five percent (75%) diversion rate for Organic waste material by December 31, 2020.

14. CUSTOMER SERVICE

Franchisee must provide customer service in English and Spanish. Proposer must fully describe the Firm's plan for providing customer service in the City, including the following:

1) General customer service including responding to customer inquiries and keeping the City informed of problems/issues that arise; Proposer must be able to facilitate customer service services in both English and Spanish.
2) Quarterly customer billing for services.
3) Customer outreach bill inserts describing programs, services, and events (to be completed at the Firm's expense) Firm shall include such program/information inserts at least twice annually; all material shall be reviewed with the City prior to distribution; all educational materials and public outreach must be in English and Spanish.
4) Proposer must facilitate a Website for the communication of services identified herein, bill paying services and City communications relevant to waste collection, special collection events, and public outreach. This site must be presented in English and Spanish.
5) At least one (1) dedicated staff member to respond to service inquiries. Such person should be identified in the Firm's proposal.

6) The hauler must have a local area code number or with City approval a "toll-free" telephone number for the residents of Montebello to utilize for all customer service and billing needs.

15. FINANCIAL STATEMENT

Submit a compiled audited financial statement for the past three (3) fiscal years. Include balance sheets and profit/loss statements, as appropriate. All financial information submitted will be held confidential to the extent permitted by law. Financial statements should be delivered inside of a sealed envelope, separate from the Franchisee's proposal, labeled **"CONFIDENTIAL"**

16. INSURANCE INFORMATION

Include documentation from your Insurance carrier confirming that your Firm meets the minimum insurance requirements as stipulated in Article 11 of the Draft Franchise Agreement.

17. PAST/PENDING LITIGATION: JUDGMENT, PENALTIES, FINES, VIOLATIONS, REVOCATIONS, AND CANCELLATION OF JURISDICTIONAL SERVICES

Proposer shall disclose any and all past or pending judgments, penalties, fines violations, revocations, and cancellations incurred, filed against. or in process for the past seven (7) years in the following areas:

- Environmental & Safety
- Criminal Actions
- Enforcement Actions
- Procurement Contests
- Class Actions brought against Proposer, regardless of resolution
- Labor disputes, including strikes, walkouts, or slowdowns
- Cancellation, revocation, suspension, sale, or transference of any public jurisdiction, city, county, or government contract, agreement, or service
- Debarment from any public entities within the last five (5) years

18. GUARANTEES AND SURETY

A. Performance Guarantee

Provide a letter from a surety stating your organization's ability to obtain a performance bond in the amount of two hundred fifty thousand ($250,000.00).

B. Bid Bond

Each proposal must be accompanied by surety made payable to the City of Montebello in the amount of twenty-five thousand dollars ($25,000.00) in the form of a certified check, Cashier's check, or bid bond.

19. STATEMENT OF COMPLIANCE

Firms must submit a Statement of Compliance with all terms and conditions of the RFP (including all terms of the Draft Franchise Agreement), and, if any, a listing of exceptions and suggested changes. A description of any cost implication for suggested changes must also be included. The Statement of Compliance must declare either:

1. This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement and no exceptions to either are proposed; or
2. This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement except for the items listed

For each exception or suggested change, the Firm must include:

1. Reasons for submitting the proposed exception or change
2. Any impact the change or exception may have on Franchise Agreement costs, scheduling or other considerations

SECTION 5: PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list, and the order in which they appear is not intended to indicate their relative importance. Should any portion of the criteria be amended or removed, the City shall adjust the point values accordingly which may reflect a reduction in available points:

Item	Description	Points Available
1	Document Organization & Completeness	5
2	Experience and Qualifications	20
3	References	10
4	Organization and Staffing	10
5	Background	5
6	Work Plan & Methodology	20
7	Facilities Used	10
8	Schedule of Services	5
9	Equipment List	5
10	Employee Safety & Training	10
11	Implementation/Transition Plan	10
12	Customer Service	5
13	Financial Statement	5
14	Insurance Information	5
15	Past/Pending Litigation	10
16	Guaranties and Surety	10
17	Statement of Compliance	5
B	Proposed Rates	50
*	Total Points Available (This Section)	200

	EXTRA CREDIT	
1	Additional Diversion Processing Above Min.	10
*	Total Extra Credit Available	10

Notes:

1. Should Proposer submit a "Work Plan" (Attachment E) that is incomplete and not inclusive of all of the 17 items listed above, the Proposal will be deemed "Non-Responsive" resulting in a zero score for that particular incomplete item, and the Proposal may be disqualified from further consideration *(To be determined by City Council).*
2. Rates for services and total cost will not be the sole criteria for award of this Contract. All criteria will be considered.

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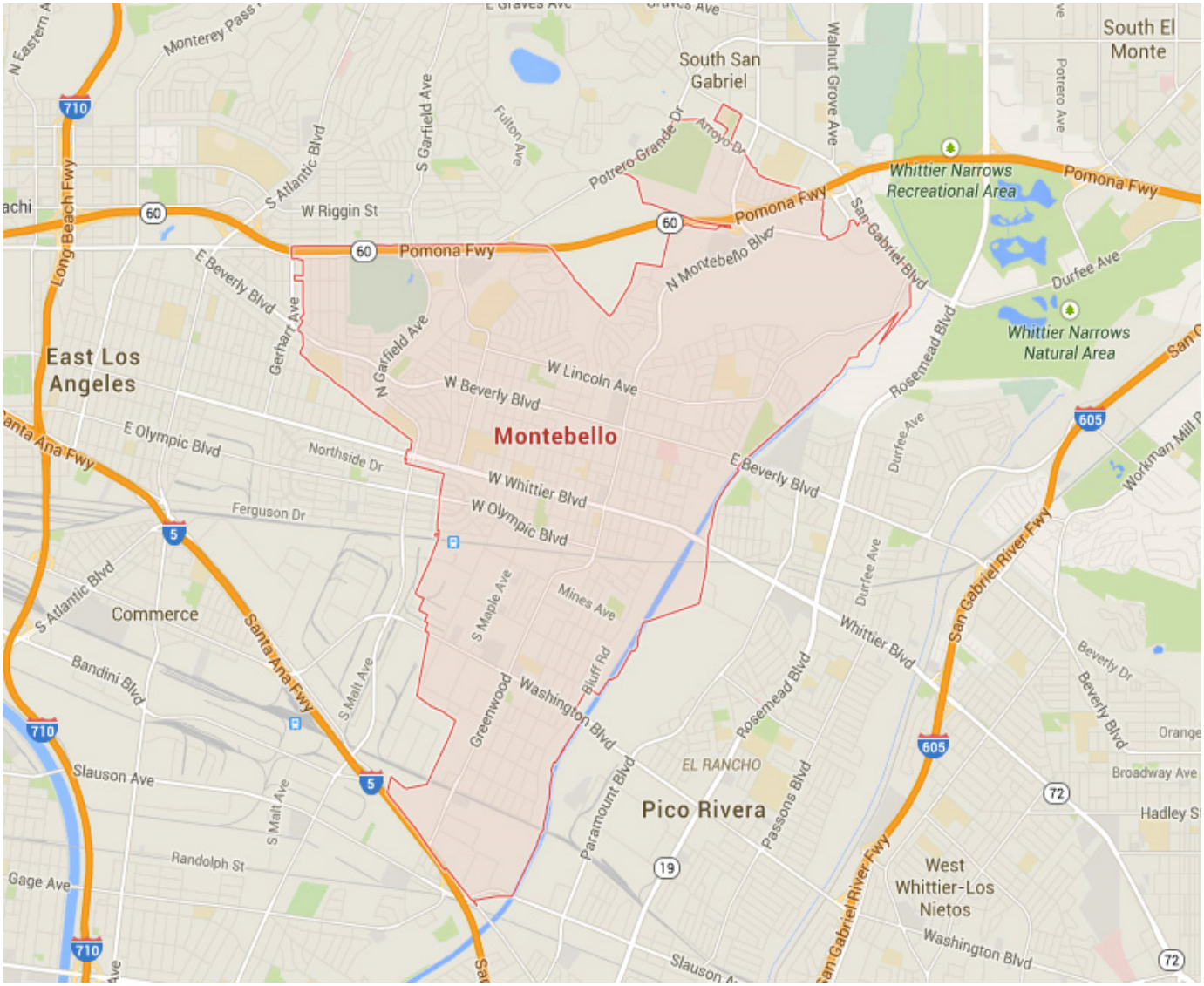
SECTION 6: LIST OF ATTACHMENTS

Attachment A	**City Map**
Attachment B	**Organic Collection and Processing Rate Schedules**
Attachment C	**Good Corporate Citizen Statement**
Attachment D	**Draft Franchise Agreement**
Attachment E	**Work Plan (Place holder for Proposers' Response to this RFP)**

ATTACHMENT A: CITY MAP



ATTACHMENT B-1: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

COMMERCIAL/INDUSTRIAL SERVICES

Following are the rates for July 1, 2022, through June 30, 2024:

CONTAINER SIZE	COLLECTION RATE BY FREQUENCY							PROCESSING FEE	UNIT OF MEASURE
	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week	6x/Week	7x/Week		
32-Gallon Container									
64-Gallon Container									
90-Gallon Container									
1 Cubic Yard Bin									
1.5 Cubic Yard Bin									
2.0 Cubic Yard Bin									
3.0 Cubic Yard Bin									
4.0 Cubic Yard Bin									
6.0 Cubic Yard Bin									
8.0 Cubic Yard Bin									
20-Cubic Yard Roll Off Container									
30-Cubic Yard Roll Off Container									

Signature of Authorized Representative Authorized to Bind Firm

Printed Name and Position

Signature and Date

ATTACHMENT B-2: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

MULTI-FAMILY SERVICES

Following are the rates for July 1, 2022, through June 30, 2024:

CONTAINER SIZE	COLLECTION RATE BY FREQUENCY							PROCESSING FEE	UNIT OF MEASURE
	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week	6x/Week	7x/Week		
32-Gallon Container									
64-Gallon Container									
90-Gallon Container									
1 Cubic Yard Bin									
1.5 Cubic Yard Bin									
2.0 Cubic Yard Bin									
3.0 Cubic Yard Bin									
4.0 Cubic Yard Bin									
6.0 Cubic Yard Bin									
8.0 Cubic Yard Bin									
20-Cubic Yard Roll Off Container									
30-Cubic Yard Roll Off Container									

Signature of Authorized Representative Authorized to Bind Firm

Printed Name and Position

Signature and Date

ATTACHMENT C: GOOD CORPORATE CITIZEN STATEMENT

1. **Good corporate citizens enhance Montebello through employment practices:**
   - Hire Montebello residents when possible
   - Provide training and promotion opportunities for all workers
   - Provide adequate wages and benefits
   - Provide safe, clean, and healthy work environment
   - Provide family friendly benefits that support family life such as maternity/paternity leave, childcare, and day care
2. **Good corporate citizens enhance Montebello through environmental responsibility:**
   - Use Montebello sources for goods
   - Minimize use of resources
   - Used recycled content products wherever possible
   - Use energy efficient systems
   - Support opportunities for employees to use carpools/public transportation
3. **Good corporate citizens enhance Montebello through excellent customer service practices:**
   - Being responsive to Montebello Commercial business complaints
   - Being courteous and helpful
   - Being bi-lingual
   - Extending a helping hand to seniors and mobility impaired multifamily properties, and to disadvantaged businesses
4. **Good corporate citizens enhance Montebello through financial practice:**
   - Purchase supplies locally
   - Support Montebello youth teams, local schools, and community organizations
   - Support volunteerism and community involvement by employees
   - Support and participate in Montebello community events

ATTACHMENT D: DRAFT FRANCHISE AGREEMENT

THE DRAFT FRANCHISE AGREEMENT IS PROVIDED AS A TEMPLATE OF ANTICIPATED TERMS. FINAL TERMS SHALL BE DEFINED UPON AWARD OF FRANCHISE.

NOTE: THIS DRAFT AGREEMENT IS PROVIDED AS A TEMPLATE OF ANTICIPATED TERMS. FINAL TERMS SHALL BE DEFINED UPON AWARD OF ORGANICS FRANCHISE AND INCLUDE ALL ASPECTS OF THE RFP AND DOCUMENS USED IN THE AWARDING OF SERVICES.

DRAFT

FRANCHISE AGREEMENT
FOR COMMERCIAL ORGANICS WASTE AND RECYCLING COLLECTION SERVICES BETWEEN THE CITY OF MONTEBELLO AND

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This Agreement for a Commercial Organics Franchise (hereinafter the "Agreement") is entered into this ____ day of _____, 202___, by and between the City of Montebello, a California municipal corporation ("City") and _____ ("Franchisee"), for the collection, transportation, recycling, processing, and disposal of commercial organics and other related services. City and Franchisee may be referred herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, California Public Resources Code section 40059 provides that aspects of Solid Waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS City is obligated to protect the public health and safety of the residents in City, and arrangements made by nonexclusive franchises for the collection of Commercial Organic Waste should be made in a manner consistent with the exercise of City's police power for the protection of public health and safety; and

WHEREAS, City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Commercial Organic Waste, including SB 1826 – Mandatory Commercial Organics Recycling, as well as other legislative enactments that may be implemented, changed, or updated from time to time; and

WHEREAS, City and Franchisee desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" and that it is Franchisee, an independent entity, nor City, which will arrange to collect Commercial Organic material from commercial businesses and multiple family dwelling Customers in City, transport for recycling of Organic material which may contain food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste is a non-exclusive service under this Agreement**;** and

WHEREAS, Franchisee represents and warrants to City that Franchisee has the experience and qualifications to conduct organic waste collection and diversion programs, to provide City with information sufficient to meet City's reporting requirements to CalRecycle and any other State, County, or additional agencies with jurisdiction over the portion of City's waste stream that is collected by Franchisee, and that Franchisee shall submit any such data required by the City to meet its reporting obligations in a format approved by City; and

WHEREAS Franchisee represents that it employs qualified persons responsible for the day-to-day collection, safe transportation, and processing of organic material and that such persons will operate equipment and otherwise conduct all activities in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that Franchisee has the ability to indemnify City in accordance with this Agreement; and

WHEREAS, the City's City Council ("City Council") finds and determines pursuant to California Public Resources Code section 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with City's Source Reduction and Recycling Element, would be served if Franchisee were to be awarded either an exclusive or nonexclusive Franchise for collection, recycling, diversion and processing of organic waste material from commercial Customers in City.

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NOW THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of the Municipal Code or by Division 30, Part I of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Section 1.1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following respective meanings:

1.2 Agreed Upon Procedure

"Agreed Upon Procedure" shall mean the procedures and methodology approved by the City's Chief Administrative Officer for review and audit of Franchisee's financial records in connection with this Agreement.

1.3 Agreement

"Agreement" shall mean this Agreement for Provision of Commercial Organic Waste and Recycling Collection Services.

1.4 Bin

"Bin" shall mean any Organic Waste container of a capacity exceeding 100 gallons (i.e., a "dumpster") and provided to customers by Franchisee.

1.5 Cart

"Cart" shall mean any molded Container provided by Franchisee of a size not to exceed 100 gallons with two or more wheels for easy carting by an individual.

1.6 Chief Administrative Officer

"Chief Administrative Officer" shall mean the City Manager of the City or his or her designee(s).

1.7 City

"City" shall mean the City of Montebello, a municipal corporation organized under the laws of the State of California, and all of the territory lying within the municipal boundaries of the City as presently existing and, subject to the provisions of Section 3.1.3, all geographic areas which may be added or annexed thereto during the Term of this Agreement.

1.8 City Facility

"City Facility" shall mean any building, park or other site owned, leased, or used by the City.

1.9 Compensation Schedule

"Compensation Schedule" shall mean that set of prices established by the City to compensate the Franchisee for the full costs of the collection, processing, recycling,

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composting, and/or transformation of Organic Wastes, inclusive of all City fees and program costs.

1.10 Company

"Company" shall mean a corporation, entity or partnership organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies, and subcontractors.

1.11 Contract Year

"Contract Year" shall mean each annual period starting from the Effective Date and recurring thereafter from the Effective Date's (Section 2.3 below) anniversary.

1.12 Contractor shall mean_____, a corporation organized and operating under the laws of the State of_____and its officers, director, employees, agents, companies, and subcontractors, as permitted under the Agreement. The term "Contractor" and "Franchisee" may be used interchangeably in this Agreement.

1.13 Contractors Proposal

"Contractor's Proposal" shall mean the proposal submitted by Contractor to City on, _____ ___, 2021 in response to a Request for Proposals dated _____ ___, 2021. While there are provisions contained in Contractor's Proposal, this Agreement supersedes Contractor's Proposal and is the final written expression of the Parties' Agreement. Contractor represents and warrants that all representations set forth in such proposal are true and correct. Contractors Proposal will be attached to the Final Agreement and become part of the Final Agreement.

1.14 County

"County" shall mean the County of Los Angeles.

1.15 CPI

"CPI" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), all items less food and energy index - U.S. city average, not seasonally adjusted.

1.16 Day

"Day" shall mean calendar day, unless otherwise stated in this Agreement.

1.17 Disposal Fee

"Disposal Fee" shall mean those costs imposed at the Disposal Site for the handling or dumping of Organic Waste collected by Franchisee.

1.18 Disposal Site

"Disposal Site" shall mean an organic waste facility, composting facility, transfer station, Material Recovery Facility, or pre-processing facility capable of receiving Organic Waste Materials.

1.19 Diversion

"Diversion" shall mean any combination of waste prevention (source reduction), recycling, reuse and composting activities that reduces Organic Waste disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of the City's Diversion rate. CalRecycle may limit Diversion considered to be achieved through use of Green Waste as alternative daily cover ("ADC") and other activities.

1.20 Facility

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"Facility" shall mean any plant or site, owned, or leased and maintained, operated, or used by Franchisee

1.21 Franchisee

"Franchisee" shall mean a corporation, entity or partnership organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies, and subcontractors.

1.22 Franchise Documents

"Franchise Documents" shall mean this Agreement, and any attachments hereto.

1.23 Franchisee Fee

"Franchisee Fee" shall mean the fee more particularly defined in Section 3.1 hereof to be paid by Franchisee to City as part of its consideration for the right granted to provide exclusive or nonexclusive Commercial Organic Waste and Recyclables Collection Services as set forth in this Agreement.

1.24 Franchise Start Date

"Franchise State Date" shall mean the date on which the exclusive franchise granted by the Agreement commences to start, which date shall be at 12:01 a.m. of _____ ___, 2022. The Franchise Start Date will commence on _____ ___, _____ regardless of the date of the Effective Date of this Agreement.

1.25 Franchise Term

"Franchise Term" shall mean the term of the exclusive franchise granted to Franchisee by this Agreement, which Franchise Term shall commence on the Franchise Start Date (12:01 a.m., _____ ___, 2022) and continue until _____ ___, 2025, and may be increased by three additional one-year terms by mutual consent of the Parties. The Franchise Term differs from the general Term of this Agreement only because the Franchise Term commences from the Franchise Start Date rather than the general Effective Date.

1.26 Franchise Fee

"Franchise Fee" shall mean an amount paid monthly to City equal to Sixteen Percent (16%) of Gross Receipts collected during the preceding month for any franchise service, or related service, provided under this Agreement. This franchise fee is a specific public benefit remitted to City in recognition of the granting of this franchise and is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council.

1.27 Green Waste

"Green Waste" shall mean any and all forms of biodegradable plant material which can be placed in a covered Container, such as wastes generated from the maintenance or alteration of public, commercial, or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning(s), brush, and weeds as well as green waste. Tree stumps and limbs greater than three (3) inches in diameter are excluded unless they are reduced to a chipped form; otherwise, such large portions of Green Waste shall be considered Bulky Waste.

1.28 Gross Receipts

"Gross Receipts" shall mean all monies, consideration and revenue received by Franchisee in connection with the services carried out under this Agreement and shall include all Tipping Fees or other fees and/or taxes charged to and collected by Franchisee and thereafter passed-

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on to Franchisee's customers under this Agreement, subject to any requirements of Proposition 218.

1.29 Holiday

"Holiday" shall mean holidays prescribed by the City of Montebello specific to Franchisee service. These prescribed holidays include New Year's Day, Labor Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas. All collection activities scheduled during a prescribed Holiday will be collected on the following non-holiday collection day.

1.30 Materials Recovery Facility

"Material Recovery Facility or MRF" shall mean a transfer station which is designed to, and as a condition of its permit, shall, recover for reuse or recycling, at least fifteen percent (15%) of the total volume of material recovered by the facility as set forth in Public Resources Code Section 50000(a)(4).

1.31 Maximum Rate Schedule

"Maximum Rate Schedule" shall mean that schedule of rates charged to Commercial and Multiple-family Residential Premises Units and customers located in the City by Franchisee for Franchisee's waste hauling services, which Maximum Rates are effective as of the Effective Date of this Agreement and attached hereto in "Attachment B"

1.32 Multi-Family

"Multi-Family" shall mean a development of five (5) or more Residential Units, including a condominium project, duplex, townhouse project, apartment house, or mobile home park, irrespective of whether residence therein is transient, temporary, or permanent, such that all Multiple-family Residential Premises dispose of Organic Waste and/or Recyclable Materials in a communal Bin(s) at centralized locations.

1.33 Multiple-family Residential Premises Unit

"Multiple-family Residential Premises " shall mean any individual dwelling unit used for or designated as a Multiple-family Residential Premises dwelling.

1.34 Organic Waste and Organic Waste Material

"Organic Waste" and "Organic Waste Material" shall mean food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Examples of "food waste" includes solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers and herbs; and any putrescible matter produced from human or animal food production, preparation, and consumption activities. Food waste includes food-soiled paper. Examples of food-soiled paper that are typically mixed in with food waste include uncoated products such as napkins, paper towels, tissues, formed paper packaging such as egg cartons, and some paper plates and cups.

1.35 Organic Recyclable Container

"Organic Recyclable Container" shall mean any Bin or Cart provided by the Franchisee for the collection of Recyclable Materials.

1.36 Owner

"Owner" shall mean the person, organization or corporation holding the legal title to the real property constituting the Premises to which Organic waste management services are provided or required to be provided. For the purposes of provisions in this Agreement pertaining to the sending of notices, billings, or other communications by Franchisee to an Owner, Franchisee may regard as the Owner the person, organization, corporation, or other entity shown in the records of the Assessor of the County or as may be indicated by documents recorded in the Office of the Recorder of the County.

1.37 Premises

"Premises" shall mean any parcel of land, building(s) and/or structure(s), or portion thereof, in the City where Commercial or Multifamily Organic Waste is produced, generated, or accumulated and which is billed as one customer or one Multi-Family complex.

1.38 Proposition 218

"Proposition 218" shall mean Articles XIIIC and XIIID of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time.

1.39 Recycling/Recycle

"Recycling" shall mean the processing of Organic Materials for the purpose of returning them to the economy in the form of compost or other materials that are reused, or reconstituted products.

1.40 Refuse

"Refuse" shall mean putrescible and non-putrescible Solid Waste.

1.41 Solid Waste

"Solid Waste" shall mean all solid wastes generated by commercial sources, which are collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Waste, any waste which is not permitted to be disposed of at a Class III landfill and which fall within the definition of "Nonhazardous Solid Waste" set forth in Title 27, Chapter 15, Section 2523(a) of the California Code of Regulations.

1.42 Source Reduction

"Source Reduction" shall mean the process of reducing the amount of waste produced by the person or organization generating such waste. Source Reduction occurs through the use of alternative goods and products and/or the reuse of goods and products.

1.43 Source Separated

"Source Separated" shall mean the segregation, by the generator, of materials designated for separate collection for some form of materials recovery or special handling.

1.44 Term

"Term" shall mean the effective period of this Agreement as defined in Section 2.3.

1.45 Tipping Fee

"Tipping Fee" shall mean the common name for and has the same meaning as Disposal Fee.

1.46 Transformation

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"Transformation" shall mean incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

1.47 Waste Diversion or Diversion

"Organic Waste Diversion" or "Diversion" shall mean diversion from Disposal Sites or transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of the Act, provided that "Divert" or "Diversion" shall include delivery to transformation facilities if the overall Diversion achieved by the Town is at a level where delivery to such facilities shall be considered Diversion pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq).

1.48 Waste Generator

"Waste Generator" shall mean a commercial entity, whose act of process produced Organic Waste as defined herein, or whose act first causes Organic Waste to become subject to regulation.

1.49 Work Plan

"Work Plan" shall mean the Franchisee's prepared proposal pursuant to Section 4 of the Request for Proposals (RFP) and identified as "Attachment G" of this Agreement.

ARTICLE 2: GRANTS AND ACCEPTANCE OF FRANCHISE

2.1 Documents

The "Franchise Documents" consist of this Agreement, the request for proposal response of the selected firm awarded the Franchise, and any attachments hereto. All of the provisions of the Franchise Documents are incorporated and made a part of this Agreement as though set forth in full. Nothing shall prevent City from amending or from adopting such other and further legislation as City deems necessary or appropriate.

2.2 Enforcement of Exclusivity

Franchisee shall be responsible for enforcing the exclusivity of this Agreement (except as provided in Section 2.9 below). City shall have the right to enforce the exclusivity provisions hereof if, in its absolute and sole discretion, it chooses to do so, but shall have no obligation to do so for the benefit of Franchisee or otherwise. City additionally shall have the right, but not the obligation, to request that Franchisee enforce the exclusivity provisions hereof. Franchisee shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. For example, Franchisee may be asked to notify City of inappropriately placed Containers and to place warning tags on such Containers. City may direct Franchisee to impound such Containers in accordance with City's Municipal Code; Franchisee may be entitled to charge Container owners City-approved fees for such impounding with advance written City approval. If Franchisee requests that City take administrative, law enforcement, or other legal action to protect Franchisee's exclusive rights, or otherwise enforce the exclusivity of this Agreement (including the adoption of any resolution or ordinance intended to facilitate the enforcement of the exclusive rights granted herein), Franchisee shall reimburse City for all administrative, law enforcement, or other legal costs and fees related to any such action. Franchisee's obligation to reimburse City shall not apply to any criminal enforcement by City.

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2.3 Effective Date

The term "Effective Date" means the date established on the first page hereof where this Agreement was executed by City and Franchisee.

2.4 Franchise Term

The term of this Agreement (the "Term") shall commence on the Franchise Start Date of _____ ___, 2022, and expire on _____ ____, 2025, but is subject to extension as provided in Section 2.5, as applicable.

2.5 Option to Extend

City and Franchisee may mutually consent to extend this Agreement by three (3) additional one-year periods, thus creating a maximum six-year Term. Franchisee may also make a proposal to the City Council to extend, renew, or enter into a new Agreement six (6) months prior to the end of the Term. City is under no obligation to grant any requested extension or new agreement proposed by Franchisee.

2.6 Grant of Franchise

City grants to Franchisee and Franchisee shall have during the Franchise Term, the non-exclusive franchise, right, license and privilege (except as provided in Section 2.9 below) to engage in, the business of collecting and transporting all Organic Waste Materials generated within the designated commercial area of City. It is expressly understood that the collection of commercial organic waste material is conducted by Franchisee and not City, and while City grants the right to conduct the business within the terms of this Agreement, Franchisee must determine what personnel to employ, terms and conditions of employment; what equipment to utilize and at the rates set forth in their RFP response, attached hereto as Exhibit _____ for their commercial customers. Any and all methods, costs, obligations, and mechanisms that may be undertaken shall be the responsibility of the Franchise.

2.7 Duty

Franchisee is and shall be at all times ready, willing, and able to perform its obligations under this Agreement, including but not limited to, collecting, transporting, and disposing of all commercial Organic Waste generated within City in accordance with the provisions of this Agreement and all applicable laws, rules, and regulations.

2.8 Annexations

This Agreement shall extend to any territory annexed to City during the Term that is not covered by an existing Organic Waste permit, license, agreement, or franchise granted by another public entity shall be added hereto, except to the extent that collection by Franchisee within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Franchisee to fulfill any requirement necessary for Franchisee to serve the annexed area.

2.9 Scope of Franchise; Mandatory Service and Exclusions

The franchise granted to Franchisee shall be non-exclusive within the identified district, districts, or City limits such that Franchisee shall not be the sole provider of Organic Waste Materials hauling services to City commercial businesses and Multiple-family Residential Premises. To this end, at all times during the Term of this Agreement, the City shall require the Owner of each Commercial Unit and Multiple-family Residential Premises where Organic Waste is produced to subscribe to the collection service provided for in this

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Agreement. The hauling services franchise herein granted shall be subject to the following exclusions:

2.9.1 Intergovernmental Immunity

All (i) universities, (ii) school districts, (iii) other state agencies, (iv) any other governmental entity that is not subject to City's police powers, and (v) the exclusivity provisions of any ordinance to be adopted by City.

2.9.2 Self-Hauling Exclusions

Self-hauling by City commercial businesses, and contractors within City who may elect to opt out of the services provided for by the Franchisee include the following:

i. Self-haul materials, which are generated by a commercial entity and delivered by that entity directly to an organic composting facility, recycling facility, processing facility, transfer station, or facility that is designed to accept Organic Waste Material.

ii. Removal of materials from a premise by a contractor as an incidental part of a gardening, landscaping, tree trimming, pruning, cleaning, maintenance, construction, or similar service offered by that contractor rather than as a hauling service, provided that the hauling is performed by the contractor itself and not a subcontracted hauling company.

iii. Sale or Gift of Recyclable Materials. This Agreement does not prohibit any person from selling organic material or food waste materials or giving Organic material or food waste materials away to persons or entities other than the Franchisee; however, in either instance: (1) the Organic Materials and Food Waste must be segregated from and not mixed with Solid Waste; and (2) the segregated organics and food waste material cannot have a contamination level of greater than 10%, measured by weight or volume. Specifically, "contamination" would encompass any putrescible or non-putrescible material not specifically targeted for segregation; and

iv. Emergency Collections. The casual or emergency collection, removal, disposal or Diversion of Organic Waste by City through City officers or employees in the normal course of their employment; and

v. Legally Required Exemptions. Other collection, removal or disposal activities required to be exempt from mandatory franchise services pursuant to law, or entities exempt from such franchise pursuant to State or Federal law, including but not limited to Non-City governmental entities located within City boundaries.

2.10 City's Right to Direct Charges

2.10.1 General

City may direct Franchisee to perform additional Organic and food waste collection services or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new collection methods, and different kinds of services and/or new requirements for Organic Waste generators are included among the kinds of changes which City may direct. Franchisee acknowledges that State law may increase the Diversion requirement or require new programs during the term of this agreement and Franchisee agrees to propose services to meet such new requirements. Franchisee shall be entitled to an adjustment in its Contractor Compensation for providing such additional or modified services at a rate equivalent to the cost for the added service. City may utilize cost components included in Franchisee's Proposal in calculating equitable rate adjustments. If City and Franchisee cannot agree on compensation for new or additional services within ninety (90) days from the date City first requests a proposal from Franchisee, then City may contract with other parties for

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such services, which shall be considered exempt from the exclusivity provisions of Section 2.9.

2.10.2 New Diversion Programs

Franchisee shall present, within thirty (30) days of a request to do so by City, a proposal to provide additional or expanded Organic and/or food waste diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed
- Processing methods
- Equipment to be utilized (number of vehicles, types, etc.)
- Labor requirements (number of employees by classification)
- Type(s) of Containers to be utilized
- Type(s) of material to be collected
- Provision for program publicity/education/marketing
- One-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions

2.11 Representations and Warranties of Franchisee

2.11.1 Corporate Status

Franchisee, doing business as_____, a company duly organized, validly existing and in good standing under the laws of the State of California. Franchisee is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.11.2 Corporate Authorization

Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

2.11.3 Accuracy of Representations

The representations and warranties made by Franchisee in this Article 2 are true and correct on and as of the Effective Date of this Agreement.

ARTICLE 3: ADMINISTRATIVE, FRANCHISE & FEES

3.1 Initial Program Fee:

In exchange for the City granting the franchise pursuant to this Franchise Agreement, Franchisee shall pay to City a one-time administrative fee in the amount of One hundred Thousand dollars ($100,000)., to be paid no later than thirty (30) days after the Effective Date.

3.2 AB 939 Program Fee

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i. The Franchisee shall annually remit payment in the amount of thirty thousand dollars and zero cents ($30,000.00) or sixteen percent (16%) of Gross Receipts, whichever is greater, to reimburse the City for costs related to compliance with State recycling mandates, public education, City staff expense for oversight and review of Franchisee recycling activities, and the cost of professional consulting services as determined necessary and/or beneficial by the City.

3.3 Performance Audit Fee

i. The Franchisee shall annually remit payment in the amount of thirty thousand dollars and zero cents ($30,000.00) for a third-party review and audit of Franchisee performance and records. Such an audit will verify the accuracy of franchise fee payments as well as the Franchisee's implementation of programs and general compliance with the terms of this Franchise Agreement.

3.4 Future Fees

In the event that City implements a new fee that results from Legislative enactments, mandate, or requirements from the California State Legislature or other governing jurisdiction (or increases an existing fee beyond the amount contemplated under this Agreement) Franchisee shall be entitled to a rate adjustment in an amount sufficient to recover the fee from Customers. City may elect to have Franchisee pay monthly, or on another schedule as City identifies. City may set deadlines and late fees, and additional fees would be subject to audit. Conditions to Effectiveness of Agreement.

Each payment of the Annual Program Payment(s) and Franchise Fee Payments shall be accompanied by a statement setting forth Franchisee's computations and the total of fee due. Each statement shall include the following certification executed by an officer of Franchisee: "I hereby certify that the foregoing statement is made by me, that I am authorized to make such statement, and that, to the best of my knowledge and belief, it is true, correct and complete."

ARTICLE 4: DIRECT SERVICES OF FRANCHISE

4.1 General Standards

The work to be performed pursuant to this Agreement shall include the furnishing of all supervision, labor, materials, equipment, tools, expertise, and any other items necessary to perform the services described in this Agreement. All work shall be accomplished in a courteous, thorough, and workmanlike manner and adhere to the highest standards consistent with the best practice in the industry.

4.2 Standards of Performance

4.2.1 Availability of Franchisee

Franchisee has established and shall continue to maintain a local office for the purpose of receiving customer payments and handling customer inquiries, orders, and complaints. The "local" office must remain in a location within fifteen (15) miles of City boundary, having the same telephone area code as that existing in City, or establishing a Toll-Free phone number for which customer inquiries can be received. The local office shall be open to the public between the hours of 7:00 a.m. to 5:00 p.m., five (5) days per week, Monday through Friday, Holidays excepted. A representative of Franchisee shall be available

during office hours for communication with the public at such local office. Additionally, Franchisee shall continue to employ the services of a telephone answering exchange for calls during non-business hours and provide a telephone system sufficient and adequate to handle calls during peak periods. Franchisee shall provide the City's Chief Administrative Officer and City's Police ("Police Department") and Fire Department ("Fire Department") with any updated emergency telephone numbers. Franchisee shall have a representative or answering service available at said telephone number during all hours other than normal office hours.

4.3 Commercial Collections

4.3.1 Commercial Cart Services

Collection service for Commercial Units and Multiple-family Residential Premises shall occur Monday through Friday between the hours of 7 a.m. to 4 p.m. (unless allowed on Saturdays due to a holiday) on a schedule approved by the Chief Administrative Officer.

4.3.2 Collection Quantities

The basic service level and rates specified in the RFP and attached hereto as Exhibit _____, shall be the default collection quantity. Collection of lesser or additional collection quantities, including the use of alternatively sized containers shall be the right of Franchisee's customers, provided the container size is listed in the Compensation Schedule and ascribed a specific franchise rate, and that any lesser service collection quantity is reasonably compatible with the customer's waste generation quantities. City shall be the ultimate arbiter of collection quantity disputes between Franchisee and its customers.

4.3.3 Containers

i. **Multi-Family Containers & Collections**. Multi-Family complexes utilize one or more Franchisee Provided Container(s) (generally at least one Bin for Organic Waste) located at a central on-site location and shared by multiple units. The location of Containers and the location for automated collection therefrom in Multi-Family complexes shall be mutually agreed as between the Multi-Family site management and Franchisee, excepting that any storage or placement of Multi-Family Organic Waste Containers in public streets or rights-of-way shall be subject to the prior written approval of City.

Multi-Family complexes consisting of five (5) units, or more are by mandate, required to recycle organic waste pursuant to AB 1826 (Mandatory Organics Collection) and SB 1383 (Short-lived Climate Pollutants). Franchisee shall process all Multi-Family Bin Organic Waste at an approved organic waste or composting Facility.

ii. **Charges for Franchisee-Provided Containers**. The cost to customers for each Franchisee Provided Container (Carts, Bins or Recycle Containers) is built-in to the Maximum Services Rates attached hereto in Exhibit "B".

4.4 Valet Service

Residents physically unable to roll their automated Carts to and from the point of collection may request valet service. Franchisee will be required to remove the Carts from the backyard or other location(s) of Cart storage to the curb for collection, and return said Carts to their original storage locations by 6:00 p.m. the same day of service at no additional cost.

An annual verification process will be initiated, providing evidence of physical disabilities. City and Franchisee will utilize the California Department of Motor Vehicles handicap

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license as evidence of physical disability. If customer does not possess a driver's license, then City and Franchisee shall determine another course of verification.

4.5 Public Outreach Programs

Franchisee shall implement a City-approved Multi-Lingual format: public outreach to coincide with the start of the Organics collection services. This public outreach must clearly establish the billing procedures, explain the billing format, clearly describe the customer's responsibilities, and provide a customer service number for the Franchisee. In addition, Franchisee shall establish and maintain the following public educational programs and efforts in Multi-Lingual.

i. **Initial Mailing:** At least thirty (30) days prior to the start of franchise services and collection under this agreement, Franchisee shall prepare and mail to each service recipient an initial mailing explaining the transition from the existing service program to the new program as defined in this Agreement. The initial mailing shall describe routes, schedule of important program dates, Organic Recycling programs, and other pertinent information.

ii. **Instructional "How-to" Packet:** Franchisee shall prepare a "How-to" An information packet shall be provided to each Customer at the start of service under this Agreement and to each new Customer throughout the Agreement term. This packet shall: describe the Organic Waste Material collection and processing services; provide instructions for proper use of the Carts and Bins provided (such as how to place Carts or other permitted items for Collection and the types of materials to be placed in each Cart); detail holiday Collection schedules; and provide Billing and Customer service telephone numbers. This packet will contain updated information on how to use Containers, when where and how to place Organic Waste for Collection, and whom to contact with service or Billing questions.

The packet should also clearly indicate what materials should not be disposed of in these Containers.

iii. **Franchisee Website**: Franchisee shall develop and maintain an up-to-date website about Franchisee, its services, the parameters of any recycling or source reduction programs administered by Franchisee, and a description of any methods by which customers can contribute to higher levels of Organic Material recycling and source reduction.

iv. **Billing Changes**: Franchisee will implement billing services as described in Section 7 hereof. Franchisee shall provide/mail all customers a notification within thirty (30) days of the start of the franchise Agreement, informing each customer the billing schedule and payment procedures. The notices shall be reviewed and approved by City.

v. **Billing Inserts**: Franchisee shall include any City requested billing insert, at no cost to City or any customer of Franchisee, for the term of this Agreement, provided said insert does not increase Franchisee's cost of postage.

vi. **Corrective Action "Red-Tag" Notice**: Franchisee shall develop a corrective action notification form, or "Red-Tag" notice, for use in instances where a Customer sets out inappropriate materials for Collection, that explains the appropriate manner for Disposal of such items

4.10.1 Collection Schedule

- **Notice of Commercial Collection Schedule**: Once annually, Franchisee shall provide written route schedules and maps of the routes to the Chief Administrative Officer.

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- **Changes in Commercial Collection Schedule**: Any changes in the route schedule shall require the prior written approval of the Chief Administrative Office. City may require changes in the route schedule for among other things, to improve service or resolve complaints. Prior to the change of a route schedule, Franchisee shall provide written notice of the change to affected customers thirty (30) days in advance.

4.11 Good Corporate Citizenship

Franchisee's commitment to good corporate citizenship as the holder of an exclusive or non-exclusive franchise in City is set forth in Exhibit E.

4.12 Complaints

Franchisee shall respond to all complaints within twenty-four (24) hours and shall exercise due diligence to resolve all complaints. City may, but is not obligated to, respond to complaints that have not been resolved within twenty-four (24) hours and may charge Franchisee for the actual costs incurred. In connection herewith, Franchisee shall adequately staff its telephone system so that it is capable of handling all calls during peak business hours.

4.12.1 Record of Complaints

Franchisee shall maintain a record of all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint) for a period of three (3) years. Franchisee will maintain records listing the date of consumer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by Franchisee to resolve the complaint. Franchisee shall notify City in writing at least 30-days prior to the destruction of any logs or customer data.

4.12.2 Disputes

Disputes between Franchisee and its customers regarding the services provided in accordance with this Agreement may be resolved by City; provided, however, City shall not be obligated to resolve any such disputes. The City Council by resolution may prescribe the procedures for processing customer complaints. City's decision shall be final and binding unless challenged in a court of competent jurisdiction.

4.12.3 Record of Non-Collected Materials

Franchisee shall notify customers in the event any item left for collection under this organic collection program is not picked up. Said notification shall be in writing, state Franchisee's telephone, address, and shall give the reason for non-collection. Reasons for non-collection may include but are not limited to the following: containers inaccessible to Franchisee (after Franchisee has made a reasonable effort to secure access); improper container or use of a non-Franchisee Provided Container; container overfilled; heavy container; or the container includes Hazardous Waste or other material that makes it ineligible for organic and food waste processing . Franchisee shall maintain a record of all items not collected and provide a copy of said record to the Chief Administrative Officer or his or her designee on a monthly basis.

4.12.4 Property Damage Caused by Franchisee

Franchisee shall be responsible for the cost of repairing any/all property damaged by the negligent, unintentional, or intentional conduct of its employees or agents.

4.12.5 Quality of Service Surveys

City requires that the Franchisee provide at its own expense, annually a City approved "quality of service" survey of Franchisee's customers during the term of the Agreement.

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Prior to finalizing the survey form, City shall review the survey with Franchisee. Results of the quality-of-service survey shall be reviewed with Franchisee and used to discuss improvements in service delivery. All data received as part of the survey must be presented to City in either written or electronic format as determined by City

4.13 Collection Route Audits

City reserves the right to conduct audits of Franchisee's collection routes. The Franchisee shall cooperate with City in connection therewith, including permitting City employees or agents, designated by City, to follow behind the collection vehicles, and/or to dump the loads from targeted collection routes at a material recovery facility designated by City, in order to determine waste composition. Franchisee shall have no responsibility or liability for the salary, wages, benefits, or worker compensation claims of any person designated by City to conduct such audits. Franchisee will be required to pay the tipping fee at a City designated organic material processing facility, for the purposes of a route audit, up to the amount contractually paid by Franchisee at the designated facility authorized under this Agreement.

4.14 "On-Call" Equipment and Personnel

During normal business hours, the Franchisee shall have "on-call" at least one (1) truck to handle called-in pick-ups or missed collections. After normal business hours, Franchisee shall have "on-call" the necessary manpower and equipment to respond to customer emergencies that are an immediate threat to life or property. Franchisee's on-call equipment and personnel shall also be available to assist City with Organic Material collection and removal within a reasonable time resulting from emergencies and natural disasters, excepting that nothing in this Section shall require Franchisee to collect, haul or dispose of waste that Franchisee is not permitted to handle.

4.15 Hours of Operation.

4.15.1 Commercial Organic Collection Hours

Commercial Organic Collection services at each Commercial Area or Multiple-family Residential Premises shall not start before 7:00 a.m. nor continue after 4:00 p.m. of any day.

4.15.2 Revisions to Hours

City may, from time to time, revise the collection hours specified in Sections 4.15.1 for City approved Holidays and other purposes that may be deemed necessary by the City by duly adopted resolution.

ARTICLE 5: WASTE DIVERSION

5.1 Franchisee Organic Waste Diversion Responsibilities.

5.1.1 Cooperation and Education

Franchisee shall cooperate with City's efforts to develop and implement public education and information programs designed to promote Organic Waste, food waste, and other waste reduction activities in general as well as specific strategies. Franchisee shall have a bi-lingual public education program in place where it will distribute flyers and leaflets to all identified customers within City (free of charge) pursuant to Section 4.5 of this Agreement.

5.1.2 Information / "How-To" Video

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Franchisee shall develop, produce, and provide for customer viewing, an informative How-To video. The produced video shall inform commercial customers of commercial organic program services available, composting, and other opportunities, and general information on billing and customer service information.

5.2 Implementation of Strategies and Penalties

Franchisee shall implement the strategies jointly developed and agreed to by the Parties. If Franchisee's failure to perform its obligations under this Section, results in the imposition of penalties against City, Franchisee shall reimburse City for such fine within thirty (30) days of imposition of such fine or penalty. City acknowledges that to meet the mandates of SB 1383 and AB 1826, additional and significant legislation affecting the disposal of Organic Waste not covered by this Agreement may be required.

5.3 Commercial Organic Waste Reporting Requirements

Franchisee shall comply with the reporting requirements established by City. Franchisee shall provide City with monthly, quarterly, and annual reports in a form acceptable to City and adequate to meet City's reporting requirements to CalRecycle on compliance with SB 1383 and AB 1826, and all other applicable legislation, including a breakdown of the tons collected, tons diverted, and tons disposed, by service type prescribed by this Agreement. Franchisee further agrees to provide program specific data required by City to meet reporting requirements to any Federal, State, or local entity having the authority to request such data.

Franchisee shall maintain accurate records of all data required to fulfill the requirements of this section. All reports and reporting formats shall be approved by the Chief Administrative Officer or his/her designee. All reports submittals shall be in an electronic format approved by City, compatible with City's software at no additional charge.

Monthly reports shall be submitted within thirty (30) days after the end of the reporting month. Quarterly reports shall be submitted within thirty (30) days of the reporting quarter. Annual reports for which a date is not otherwise specified in this Agreement shall be submitted within twenty (20) calendar days after the end of the calendar year, by January 20th.

5.3.1 Monthly Reports

Monthly reports shall include, at a minimum:

i. Organic Waste tonnage collected by Franchisee, separated by service sector. The report will indicate the tons collected, tons processed, tons composted, tons recycled, tons diverted by other means, tons of discarded material and the tonnage at the location of final disposition.
ii. Tonnage reports shall indicate the type of organic waste collected, diverted, and the facilities where the tons were processed or composted.
iii. Reports must contain collection data that, at a minimum, includes but is not limited to, number of customers serviced by type, quantity, tonnage, and disposal

5.3.2 Quarterly Reports

Quarterly reports shall include, at a minimum, the information otherwise reported monthly, including the following:

i. Customer Counts: The number of commercial accounts serviced
ii. Number of missed pickups and the actions taken to remedy the missed collection

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iii. Warning "Tag" notice report detailing the address, service type, issue/incident of warning tag and resolution
iv. Complete list of each disposal and non-disposal facility utilized for the reporting period
v. Complaint log for the reporting period per Section 4.12 of this document
vi. Description of all outreach activities conducted by Contractor, with copies of outreach materials
vii. On-Site Technical assistance log, including location address, date, contacted person and discussion notes

5.3.3 Annual Report

Annual reports shall include, at a minimum, the information otherwise reported monthly and quarterly, including the following:

i. Number of Containers in service as of the last day of the calendar reporting year. (December 31st) including the Cart size, Bin Size, frequency, and type of material serviced.
ii. Updated route schedules
iii. Vehicle list for each organic waste route; report shall include vehicle type, model year, fuel type, vehicle number and license plate number

5.4 Meet and Confer Process

If Franchisee fails to divert the required amount of City's Organic Waste, as described in this Agreement, Franchisee and City shall meet and confer to develop a revised or new organic processing and/or diversion program. If City and Franchisee fail to agree on a revised or new program within one hundred twenty (120) days of commencing the meet and confer process (which date may be extended by mutual written agreement), notwithstanding anything to the contrary contained herein, City may elect, in its sole discretion, to terminate this Agreement on ninety (90) days written notice. Franchisee agrees to continue performance under this Agreement until City hires a new contractor.

5.5 Recycling Program

5.5.1 Organic Recycling Containers

Franchisee shall conduct an Organic Material collection program as identified in their response to the referenced RFP. Every Recyclable Container shall be clearly labeled. Franchisee shall, at no charge, replace any Franchisee Provided Containers which become unusable by reason of normal conditions of wear and tear.

5.5.2 Franchisee as Authorized Commercial Organic Collection and Processing Agent

City hereby designates Franchisee as its authorized commercial organic collection and processing agent for the purposes of conducting recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Franchisee at all times shall be and remain independent from City.

ARTICLE 6: VEHICLES, EQUIPMENT AND PERSONNEL

6.1 Vehicles

6.1.1 General

Franchisee shall provide evidence thereof, no later than 30 days prior to the Franchise Start Date of this Agreement, a fleet of alternatively fueled collection vehicles sufficient in

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number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. Collection vehicles must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast Air Quality Management District Rule 1193 relating to alternative fueled trash collection equipment.

6.1.2 Truck Bodies

All truck bodies used by Franchisee shall be constructed of metal, shall be watertight and leak-proof, and shall be so constructed as to prevent odors or the falling, leaking, or spilling of Organic Waste Material or other materials. Each vehicle shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Each vehicle shall also carry a fire extinguisher and first aid kit.

6.1.3 Backup Alarm

Each vehicle used for collecting, hauling, or disposing of Organic Waste or Recyclables shall be equipped with an audible warning device that is activated when the vehicle is backing up.

6.1.4 Gross Vehicle-Weight Limit

No vehicle used for collecting, hauling, or disposing of Organic Waste shall be loaded in excess of the manufacturer's gross vehicle weight rating or in excess of the maximum weight specified by the California Vehicle Code, whichever is less. Evidence of the manufacturer's name and gross vehicle weight rating shall be maintained in, or upon, every vehicle.

6.1.5 Vehicle Identification

All vehicles used in the performance of this Agreement shall bear the Franchisee's name, phone number and vehicle number in minimum lettering of three (3) inches. Franchisee shall have a vehicle billboard on at least one side with frames capable of securing signs measuring 29 3/16 inches by 93 3/16 inches or other dimensions approved by City. Franchisee shall prepare and install signs promoting Recycling and Diversion with text and graphics approved by City.

6.2 Vehicle Maintenance and Appearance

6.2.1 Vehicle Inventory

Within thirty (30) days of the Effective Date of this Agreement, again on such date within twelve months of the Effective date, and on an annual basis thereafter, Franchisee shall provide City with an inventory of vehicles used in the performance of this Agreement.

6.2.2 Preventive Maintenance and Repair Program

Franchisee shall develop and have available for City review a complete and comprehensive preventive maintenance and repair program. Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule and shall inspect each vehicle daily to ensure that all equipment is in good working order. Franchisee shall keep accurate records of all vehicle maintenance and repairs, recorded according to date and mileage, nature of maintenance or repair and the signature of a maintenance supervisor or mechanic that the maintenance or repair has been properly performed. Franchisee shall make such maintenance records available to City on request.

6.2.3 Vehicle Cleaning

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Vehicles shall be washed completely at least once a week and steam-cleaned on a regular basis so as to present a clean appearance and minimize odors, but in no event less than once a month.

6.2.4 Vehicle Storage

No vehicle used by Franchisee in performance of this Agreement shall be stored on any public street or other public property in City.

6.2.5 Container Condition

Franchisee at its sole cost and expense shall maintain all Franchisee Bins in good condition and repair as needed and shall clean and paint each container annually. More frequent cleaning and painting shall be conducted by Franchisee if needed. Franchisee shall, at no charge, replace any Franchisee Provided Containers (Carts or Bins) which become unusable by reason of normal conditions of wear and tear. During all times that a Franchisee Provided Container is in the custody and control of Franchisee, Franchisee shall not store such Container in or on public streets or rights-of-way. All Bins and Boxes must be kept graffiti free at all times. Within four (4) hours of visible or informed sighting, Franchisee shall touch-up or replace any bin or box tagged with graffiti.

6.3 Inspections

6.3.1 Initial City Inspection

City may inspect Franchisee's vehicles for the purpose of determining the adequacy of Franchisee's Vehicle to provide vehicles that are safe, sanitary and of good appearance.

6.3.2 City Inspections

Franchisee shall give City at least fifteen (15) days prior written notice of any vehicle inspection to be performed by the California Highway Patrol ("CHP") and City may elect to observe the CHP inspection. Without limiting City's right to observe the CHP inspections, City reserves the right to cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the Municipal Code and the State Vehicle Code, including but not limited to California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with applicable codes and such conformance has been acknowledged by City. City may elect in its sole discretion to hire an independent contractor to perform a comprehensive inspection of Franchisee's vehicles. If City hires an independent contractor to perform the inspection on behalf of City, Franchisee shall pay for the cost of such inspection. City shall act prudently in requesting any such inspection.

6.3.3 Brake Inspections

The brake system of each vehicle used in performance of this Agreement shall be inspected bi-annually by the CHP and shall comply with State law. Notice of certification shall be filed with City within thirty (30) days after each such certification. Failure to submit the required certification shall be grounds for terminating this Agreement.

6.3.4 Correction of Defects

Following any inspection, the Chief Administrative Officer shall have the right to require Franchisee to take out of service any vehicles and equipment not in good working order

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and cause Franchisee to recondition or replace any vehicle or equipment found to be unsafe, unsanitary, or unsightly within thirty (30) days of notification of defect in such vehicle or equipment. The Chief Administrative Officer's determination may be appealed to the City Council.

6.4 Personnel

6.4.1 General

Franchisee shall furnish such qualified drivers, mechanical, supervisory, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a courteous, safe, and efficient manner.

6.4.2 Driver Qualifications

All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

6.4.3 Uniforms and Identification Badges

Franchisee shall require its drivers and all other collection personnel to wear a suitable and appropriate uniform as a means of identifying the employee. All other employees of Franchisee who come into contact with the public shall carry suitable identification badges or cards upon their person.

6.4.4 Employee Appearance and Conduct

All employees, while engaged in the collection of Commercial Organic Waste within City or otherwise engaged in collection services described in this Agreement, shall be attired in uniform. At least one member of every collection truck crew shall be able to read and speak English. Franchisee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Franchisee shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Franchisee shall take all appropriate corrective measures.

6.4.5 Background Check

City reserves the right to perform a security and identification check through the Police Department upon Franchisee and all its present and future employees, in accordance with accepted procedures established by City, or for probable cause.

6.4.6 Safety Training

Franchisee shall provide suitable operational and safety training for all its employees who use or operate vehicles or equipment for collection of Organic Waste or who are otherwise directly involved in such collection. Franchisee shall train its employees involved in Organic Waste collection to identify, and not to collect non-organic waste materials. Franchisee and its employees shall comply with the terms of all contracts between the Los Angeles County Sanitation District and any site or location that is used by Franchisee.

6.4.7 Safety

All work performed pursuant to this Agreement shall be performed in a manner that provides safety to the public and meets or exceeds safety standards outlined by the California Construction Safety Orders under the State of California Code of Regulations ("CAL-OSHA"). City reserves the right to issue restraint or cease and desist orders to Franchisee when unsafe or harmful acts are observed

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or reported to City. Franchisee shall instruct its employees to report immediately any hazardous conditions or Hazardous Wastes they observe within City during the course of their work to City.

6.4.8 No Gratuities

Franchisee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the work performed by those employees pursuant to this Agreement.

ARTICLE 7: FRANCHISEE'S COMPENSATION

7.1 Maximum Rate Schedule

In the attached Exhibit "B", which is incorporated herein by this reference ("Maximum Rate Schedule"), City has approved the maximum service rates which may be charged by Franchisee to its customers in City. The Maximum Rate Schedule will become effective on Franchise Start Date or when service under this Agreement commences, whichever is earlier. Franchisee shall not receive any other fees or compensation for the services to be performed pursuant to this Agreement in excess of those provided in the Maximum Rate Schedule until such additional fees or compensation have been duly noticed and subjected to a public hearing process in accordance with Proposition 218.

7.2 Proposition 218 Process for Adjustments to Maximum Rate Schedule (If Required)

7.2.1 Compliance with Proposition 218, if necessary

Further adjustments and/or increases to the Maximum Rate Schedule in addition to those identified in Section 7.3, below, are strictly subject to the assent of the City and compliance with Proposition 218, if necessary. To this end, City will only approve and process proposed adjustments to service rates applicable if such proposed adjustments are consistent with the agreed-upon methodology established in Section 7.3. More generally, City intends to comply with all applicable laws, including without limitation Proposition 218 (if required), concerning the setting of adjustments to the Maximum Rate Schedule under this Agreement.

7.2.2 Indemnification

Franchisee shall indemnify, defend and hold harmless City, their officers, employees, agents and volunteers, (collectively, "Indemnitees") from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Franchisee or any of the Indemnitees resulting in any form from City's establishing maximum rates for service under this Agreement or in connection with the application of California Constitution Article XIIIC and Article XIIID to the imposition, payment or collection of rates and fees for services provided by Franchisee under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Franchisee's costs in providing service, such as governmental fees, franchise fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers, and employees. Nothing herein is intended to imply that California Constitution Articles XIIIC or XIIID, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss as between the Parties.

7.2.3 Pass-Through of Proposition 218 Compliance Costs

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Franchisee shall pay for all costs of Proposition 218 compliance, including but not limited to the costs of Proposition 218 notices and hearings. Franchisee may, if permitted by law, pass its actual costs of Proposition 218 compliance on to customers through service rates if and only if, such pass-through is duly noticed and included as part of the service rates adopted through the Proposition 218 process.

7.2.4 Notice of Increases

Franchisee shall give thirty (30) days prior written notice of any duly adopted rate increases to all customers of the increase before such increase may become effective.

7.2.5 City Not Obligated to Approve Increase

City has no legal obligation to accept Maximum Rate Schedule adjustments proposed by Franchisee. While Franchisees' failure to comply with the terms hereof could be a default leading to termination of this Agreement, in no case will City's failure to approve any specific Maximum Rate Schedule adjustment be a default hereunder, and City bears no liability to Franchisee for any damages suffered by Franchisee as a result of the failure to pass new Maximum Rate Schedules or adjustments thereto. Accordingly, the City Council is completely free within its police powers to exercise its discretion in considering such matters, and the City has not contracted away any of its police powers or duties to protect the public health, safety, or general welfare of its citizens pursuant to State and Federal law.

7.2.6 Rate Approvals

Nothing contained herein concerning City's approval of Franchisee's rate adjustments shall be deemed as action by City to establish or set rates as authorized by this Agreement, but rather, is required solely to verify the accuracy and appropriateness of the rate adjustments implemented by Franchisee.

7.3 Billing

Franchisee shall be responsible for the billing and or invoicing of call commercial customers requiring and/or participating in the commercial organic collection programs covered under this Agreement.

7.4 No Waiver of City Remedies to Address Public Nuisance

Should Franchisee terminate service to any customer in City, nothing herein waives or supersedes City's rights to initiate code enforcement action(s) in response to the build-up, long-term stagnation, or misplacement of Organic Waste as a result of said termination of Franchisee's service. In addition, City and Franchisee shall, at the option of either party, meet and confer in good faith to resolve any matters of public nuisance or Organic Waste build-up that resulted from a termination of service by Franchisee.

ARTICLE 8: ACCOUNTING AND RECORDS

8.1 Financial Statements

The Chief Administrative Officer may elect to review Franchisee's annual financial statements. Franchisee shall have financial statements annually prepared. Within ninety (90) days of a City request, Franchisee shall allow the Chief Administrative Officer, his/her designee or an auditor selected by City to review copies of the financial statements at

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Franchisee's local office or other such mutually agreeable premises of Franchisee. City and Franchisee agree to use reasonable efforts to protect the confidential nature of Franchisee's financial statements.

8.2 Inspection and Retention of Franchisee's Accounts and Records

Franchisee's records of customer complaints, SB 1383 and AB 1826 compliance records, maps, billing records, gross income, franchise fee payments, and customer payment histories shall be available at Franchisee's principal local office as set forth in Section 4.2.1 at any time during regular business hours for inspection on twenty-four (24) hours' notice, and/or performance of financial review of Franchisee's records by City or its duly authorized representative in accordance with the Agreed Upon Procedures (as such term is associated with standard audit procedures), for a period of five (5) years following the close of the Franchisee's fiscal year. Franchisee shall provide City with a copy of any requested record at no cost to City. Nothing in this Agreement shall interfere with any legal requirement that such records be kept for a longer period of time. Franchisee shall not destroy or discard any records pertaining to this Agreement without first giving notice to City and affording City the opportunity to copy such records.

8.3 Cost of Agreed Upon Procedures

The cost of the annual Agreed Upon Procedure of Franchisee's books and records is compensated through the Performance Audit Program Fee paid annually to City by Franchisee. This Performance Audit Program Fee is also payment for reasonably expected City costs to review Franchisee's request for an increase in rates under the Maximum Rate Schedule. Should City's performance of an Agreed Upon Procedure disclose that a requested rate increase contains any inaccurate data or cost claims that are not properly substantiated, Franchisee will be responsible to reimburse City for all costs incurred to correct data submissions or substantiate cost claims.

8.4 Payments and Refunds

Should the performance of an Agreed Upon Procedure by City disclose that any City fee payable by the Franchisee was underpaid or that customers were overcharged for the period under review, Franchisee shall pay to City any underpayments and/or refund to Franchisee's customers any overcharges within 15 days of a City issued notice.

ARTICLE 9: ENFORCEMENT OF AGREEMENT

9.1 City Right to Terminate

City shall have the right to terminate Franchisee's franchise and this Agreement upon Franchisee's breach of any of its obligations under this Agreement. City's right to terminate shall be in addition to any other remedy provided in this Agreement or provided by law and shall include, but not be limited to, any of the events of default set forth in this Article 9. In addition, specific events of default by Franchisee include, without limitation, the following:

i. If Franchisee practices, or attempts to practice, any willful fraud or deceit upon City. Both parties agree and understand that any failure to disclose information material to the performance of this Agreement shall constitute a breach.

ii. Should Franchisee or any of its officers, directors, shareholders, subsidiaries, affiliates, employees, or agents be or have been found guilty of felonious conduct, illegal transport or disposal of Hazardous Waste, or bribery of public officials, City reserves the unilateral right to terminate this Agreement or to impose such other sanctions

(which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it shall deem proper. The term "found guilty" shall be deemed to include any judicial determination of guilt including, but not limited to, pleas of "guilty", "nole contendere", "no contest", or "guilty to a lesser charge" entered as part of a plea bargain.

iii. If Franchisee fails to provide or maintain in full force and effect the workers' compensation or any other insurance coverage or performance bond required by this Agreement.

iv. If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee, provided that Franchisee may reasonably contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.

v. If Franchisee fails to make any payments or to pay any penalties required to be made or paid by Franchisee pursuant to this Agreement.

vi. If Franchisee for any reason ceases to provide Organic Waste collection, processing, or management services as required under this Agreement over all or a substantial portion of its franchise area for a period of thirty (30) days

vii. If Franchisee violates the terms, conditions, or requirements of the Municipal Code or SB 1383 and AB 1826 or successor legislation, as they may be amended from time to time, or violates any order, directive, rule, or regulation issued pursuant to the foregoing legislation, where the violation is not remedied within the time set in the written notice of the violation

viii. If Franchisee refuses to provide City with required information, reports, or test results in a timely manner as required by this Agreement

ix. If Franchisee becomes insolvent, unable, or unwilling to pay its debts, or upon the appointment of a receiver to take possession of all or substantially all of the assets of Franchisee, or upon a general assignment by Franchisee for the benefit of creditors, or upon any action taken by or suffered by Franchisee under any insolvency or bankruptcy act

x. If Franchisee fails to meet the Waste Diversion requirements of this Agreement, SB138, or AB 1826

9.2 Rights of Non-Defaulting Party after Default

The Parties hereto acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default ("Non-defaulting Party") shall comply with the notice and cure provisions below.

9.3 Notice of Default and Opportunity to Cure

A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in "default" under this Agreement, where: (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

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9.4 Non-Monetary Defaults; Longer Cure Period

The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

i. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
ii. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;
iii. Promptly commences to cure the default within the thirty (30) day period;
iv. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
v. Diligently prosecutes such cure to completion.

9.5 Termination Upon Default

Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements ("Termination Notice"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate this entire Agreement and will describe the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate Agreements will only be waived if the Defaulting Party fully and completely cures all defaults prior to the date of termination.

9.6 Franchisee Hearing Opportunity Prior to Termination

If Franchisee is the Defaulting Party, then City's Termination Notice to Franchisee shall additionally specify that Franchisee has the right to a hearing prior to City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, California Government Code Sections 54950-54963. At said Termination Hearing, Franchisee shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

i. Decide to terminate this Agreement
ii. Determine that Franchisee is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default
iii. Impose conditions on a finding of default and a time for cure, such that Franchisee's fulfillment of said conditions will waive or cure any default. Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings:
    a. That a default in fact occurred and has continued to exist without timely cure
    b. That such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, City, or the financial terms established in this Agreement

9.7 Penalty for Monetary Default

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In the event Franchisee fails to perform any monetary obligation under this Agreement, Franchisee shall pay a pre-determined penalty thereon at the rate of one-and-one-half percent (1½%) per month, or any fraction of a month, from and after the due date of said monetary obligation until payment is actually received by City.

9.8 City's Right to Perform Service

9.8.1 City Rights

In addition to any and all other legal or equitable remedies, in the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or deliver to an organic processing facility, as appropriate, any or all Organic Waste Material which it is required by this Agreement to collect and transport, at the time and in the manner provided in this Agreement, for a period of more than five (5) days, and if, as a result thereof, Organic Waste should accumulate in the City to such an extent, in such a manner, or for such a time that the Chief Administrative Officer in his or her sole discretion should find that such accumulation endangers or menaces the public health, safety or welfare, then the Chief Administrative Officer shall have the right, but not the obligation, without payment to Franchisee, to:

i. Cause to be performed, such services itself with its own personnel or employ Franchisee's personnel, without liability to Franchisee
ii. To take possession of any or all of Franchisee's equipment and other property used or useful in the collection and transportation of Organic Waste and to use such property at the expense of Franchisee to collect and transport any Organic Waste which Franchisee would otherwise be obligated to collect and transport pursuant to this Agreement

9.8.2 Franchisee and City Responsibilities

Franchisee further agrees that in such event:

i. It will fully cooperate with City to affect the transfer of possession or property to the City for City's use
ii. It will, if the Chief Administrative Officer so requests, and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition
iii. City agrees to assume complete responsibility for the proper and normal use of such equipment and facilities while in its possession

9.8.3 Franchise Waivers

Franchisee agrees that City's exercise of its rights under this Article 9:

i. Does not constitute a taking of private property for which compensation must be paid, but is rather an exercise of City's police power
ii. Will not create any liability on the part of City to Franchisee, including but not limited to, any right to compensation for use of Franchisee's equipment
iii. Does not exempt Franchisee from the indemnity provisions of Article 11, which are meant to extend to circumstances arising under this Section 9.8, provided that Franchisee is not required to indemnify City against claims and damages arising from the sole negligence of City, its officers, employees, agents, or volunteers acting under this Section 9.8.

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iv. Does not terminate this Agreement, unless termination occurs under other provisions of this Agreement

9.9 Duration of City's Possession

City has no obligation to maintain possession of Franchisee's property and/or continue its use in collecting and transporting Commercial Organic Waste for any period of time and may, at any time, in its sole discretion, relinquish possession to the Franchisee. Should City desire to retain possession of Franchisee's property, City's right to retain temporary possession, and to provide Commercial Organic Waste collection services, shall continue until Franchisee can demonstrate to the Chief Administrative Officer's reasonable satisfaction that it is ready, willing, and able to resume such services.

9.10 Forfeiture of Performance Bond

In the event Franchisee shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare that portion of the performance bond established pursuant to Section 11.3 which is necessary to recompense and make City whole , forfeited to City. Upon partial forfeiture of the performance bond, Franchisee shall promptly take all steps necessary to restore the performance bond to its face amount.

9.11 City's Right to Lease Franchisee's Equipment Following Termination

If City terminates this Agreement for cause, City shall have the right to lease Franchisee's equipment from Franchisee at its fair market value for a period not to exceed six (6) months in order to allow City to perform the services required under this Agreement.

9.12 Cooperation Following Termination

At the end of the Term or Franchise Term or in the event this Agreement is terminated for cause prior to the end of the Term or Franchise Term, Franchisee shall cooperate fully with City and any subsequent contractor to assure a smooth transition of Commercial Organic Waste management services. Franchisee's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement.

9.13 Remedies for Nuisance Violations

9.13.1 Liquidated Damages

The provision of poor public service or the production of any nuisance condition will subject Franchisee to administrative procedures, potential liquidated damages and, ultimately, termination, for severe and repeated violations.

9.13.2 Complaints

Public complaints (whether received by City regarding Franchisee's performance or received directly by Franchisee) will be handled as prescribed in Section 4.12 hereof.

9.13.3 Nuisance Conditions

Repeated, substantiated complaints of, or continued conditions of, poor service quality and/or nuisance conditions may be handled in the manner prescribed below. For purposes of this Section, the term "nuisance conditions" shall include, but is not limited to, the following:

i. Failure to duly collect Organic Waste that have been properly set out for collection through the willful or negligent conduct of Franchisee employees
ii. Uncured damage to the property of third parties or customers through the willful or negligent conduct of Franchisee employees
iii. Legitimate complaints of rude or unprofessional behavior or conduct by Franchisee's employees in the course of their duties

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iv. Failure to perform service surveys and route audits as required by Sections 4.12.5 and 4.13, respectively
v. Unreasonable leakage or spillage of Organic Waste or other collected materials from Franchisee's vehicles
vi. Failure to immediately or promptly collect Organic Waste or other materials that spilled or fell from Franchisee's vehicles onto public streets or third-party property
vii. Poor maintenance of Franchisee's vehicles in violation of Sections 6.1 and 6.2 hereof
viii. Violations of personnel standards and qualifications in contravention of Section 6.4 hereof

9.13.4 Notice of Violation

Initially, when City's Public Works Director ("Director")or a designated enforcement officer observes a violation, a verbal warning shall be given to Franchisee. If the violation is thereafter repeated and, in the opinion of the Director or designated enforcement officer, Franchisee has not taken timely, effective action to correct the violation and prevent its repetition, then the Director or designated enforcement officer may issue a written notice of violation (the "Notice of Violation") describing the violation, the period in which Franchisee is required to cure the violation (if such violation is curable) and a warning that continued violations can be subject to liquidated damages.

9.13.5 Franchisee's Right to Contest

Within five (5) business days after receiving the Notice of Violation, Franchisee may submit a written response (the "Response") to the Notice of Violation to the Director. The Director shall review Franchisee's Response and may further investigate the claimed violation. The Director shall make a final determination regarding the Notice of Violation and the Director shall deliver to Franchisee a written conclusion concerning the Notice of Violation. Additionally, at the election of either Party, the Parties may meet to develop a written corrective action plan ("Correction Plan") to prevent further occurrence of the problematic conditions established in the Notice of Violation. The Correction Plan shall be finally prepared by City (or, at the election of City, by Franchisee) within ten (10) business days after the meeting between the Director and/or the Chief Administrative Officer's City designee and Franchisee. The Correction Plan may include additional procedures, as deemed necessary by the Director and/or the Chief Administrative Officer's designee, to assure that in the future Franchisee will be able to perform its services in compliance with this Agreement.

9.13.6 Liquidated Damages

If a second Notice of Violation is issued for any violation after an initial verbal warning and thereafter the issuance of a written Notice of Violation that is not withdrawn pursuant to Subsections 9.13.3 or 9.13.4 above, then liquidated damages may thereafter be assessed against Franchisee (as liquidated damages and not a penalty) by the Director and/or the Chief Administrative Officer's designee in the amount of $250 for every day the condition persists. Further, if the violation for which liquidated damages were assessed recurs on three (3) or more days within a 60-day period following any assessment of liquidated damages, then starting on the fourth (4th) day that such violation either persists or recurs the amount of liquidated damages shall increase to $500 per day.

9.13.7 Basis for Liquidated Damages

The Parties further recognize that if Franchisee repeatedly fails to prevent and remediate nuisance conditions, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City and its citizens will suffer. Therefore, the Parties agree that the liquidated damages established herein represent a reasonable estimate of the amount of

such damages for such specific violations, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions prior to entering this Agreement.

Franchisee's Initials_____ City Initials _____

9.13.8 Further Remedies for Severe or Persistent Violations

The above provisions for a Correction Plan procedure and liquidated damages are intended to give the Parties a remedy under this Agreement short of termination or default; however, should Franchisee's violations be severe and repetitive or otherwise not reasonably subject to correction through liquidated damages, the Director may, in his/her sole discretion, institute the procedures set forth in this Article hereof.

9.14 No Waiver of City's Police Powers or Legal Rights

Nothing in this Agreement is intended to limit the power and ability of City or any Local Enforcement Agency (LEA) to initiate administrative and/or judicial proceedings for the abatement of nuisance conditions or violations of any applicable law. Nothing herein shall waive or limit any other legal rights or recourses City may have in response to Franchisee's repeated, material violations of Performance Standards or failure to mitigate nuisance conditions.

ARTICLE 10: TRANSFERS OF INTEREST

10.1 Restrictions on Transfers

City, in entering into this Agreement, has placed a special value, faith and confidence in the experience, background, and expertise of the Franchisee in the field of Organic Waste collection. Such faith and confidence being a substantial consideration in the granting of this Agreement warrants the transfer restrictions provided in this Article 10.

10.2 Definition of Transfer

As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement by Franchisee, subject to the exceptions set forth in Section 10.4 below. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of Franchisee (jointly and severally referred to herein as the "Trigger Percentages"), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of Franchisee in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event Franchisee or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of Franchisee, or of beneficial interests of such trust; in the event that Franchisee or any general partner comprising Franchisee is a limited or general partnership or a limited liability company,

such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that Franchisee or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

10.3 Transfers Require Approval

Franchisee shall not Transfer this Agreement or any of Franchisee's rights hereunder, directly, or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. Franchisee will submit its request for City consent to City together with documents, including but not limited to:

i. The transferee's audited financial statements for at least the immediately preceding three (3) operating years
ii. Proof that the proposed transferee has organic waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee
iii. Proof that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures
iv. Proof that the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion
v. Proof that the proposed transferee conducts its organic waste management practices in accordance with sound management practices in full compliance with all federal, state, and local laws regulating the collection and processing of organic waste.
vi. Proof that the transferee's officers or directors have no criminal convictions for fraud, deceit, false claims or racketeering with respect to the transferee's course of business
vii. Any other information required by City to ensure the proposed transferee can fulfill the terms of this Agreement, including the payment of indemnities and damages and provision of bonds and/or performance standards, in a timely, safe, and effective manner

10.4 Exceptions

The requirement to obtain City approval for a Transfer shall not apply to any of the following:

i. Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom
ii. A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation
iii. A sale or transfer to an affiliate of Franchisee owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family

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10.5 Assumption of Obligations

No attempted Transfer of any of Franchisee's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of Franchisee under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Franchisee.

10.6 Release of Franchisee

City's consent to a Transfer shall not be deemed to release Franchisee of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Franchisee under this Agreement by the assignee, Franchisee shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Franchisee is in default under the terms of this Agreement prior to said Transfer.

10.7 Franchisee to Pay Transfer Costs

Franchisee will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee, and to review and finalize any documentation required as a condition for approving any such Transfer.

10.8 Subcontracting

This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City. No such consent shall be construed as making City a Party to such subcontract or subject City to liability of any kind to any subcontractor. Franchisee shall submit all subcontracts for review and approval by City and any permitted subcontract shall terminate on or before the termination of this Agreement. All subcontractors shall be licensed as required under State, Federal and local laws, and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Franchisee shall remain otherwise liable for the full and complete performance of its obligations hereunder.

10.9 Heirs and Successors

The terms, covenants and conditions of this Agreement shall apply to and shall bind the heirs, successors, executors, administrators, and assigns of Franchisee and City.

ARTICLE 11: INSURANCE, INDEMNITY, AND BONDS

11.1 Insurance

Franchisee shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

11.1.1 Comprehensive General Liability Insurance

A policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than either (i) a combined single limit of $2,000,000.00, or (ii) bodily injury limits of $1,000,000.00 per person, $2,000,000.00 per occurrence and $1,000,000.00 products and completed operations and

property damage limits of $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

11.1.2 Workers' Compensation Insurance

A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both Franchisee and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Franchisee in the course of carrying out the work or services contemplated in this Agreement.

11.1.3 Automotive Insurance

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $1,000,000.00 per person and $2,000,000.00 per occurrence and property damage liability limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate or (ii) combined single limit liability of $2,000,000.00. Said policy shall include coverage for owned, non- owned, leased, and hired cars.

11.1.4 Umbrella Insurance

Umbrella coverage to bring total aggregate insurance coverage for all underlying insurance coverage to TEN MILLION DOLLARS ($10,000,000.00)

11.1.5 General Insurance Provisions

All of the above policies of insurance shall be primary insurance and shall name City, its officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City, its officers, employees, and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days' prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, the Franchisee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 11.1 to the Chief Administrative Officer. No work or services under this Agreement shall commence until the Franchisee has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by City.

11.1.6 No Limitation

Franchisee agrees that the provisions of this Article 11 shall not be construed as limiting in any way the extent to which the Franchisee may be held responsible for the payment of damages to any persons or property resulting from the Franchisee's activities or the activities of any person or persons for which the Franchisee is otherwise responsible.

11.1.7 Rating

The insurance policies required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California rated All or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class IV or better, unless such requirements are waived by the Chief Administrative Officer of City.

11.1.8 Primary Insurance

The insurance policies shall be considered primary insurance as respects any other valid and collectible insurance City may possess including any self-insured retention City may have, and

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any other insurance City does possess shall be considered excess insurance and shall not contribute with it. The insurance policies shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

11.1.9 Changes in Market

In the event the Chief Administrative Officer determines that (i) the market conditions creates an increased or decreased risk of loss to City, (ii) greater insurance coverage is required due to the passage of time or (iii) changes in the insurance industry require different coverages be obtained, Franchisee agrees that the minimum limits of any insurance policy required to be obtained by Franchisee may be changed accordingly upon receipt of written notice from the Chief Administrative Officer.

11.2 Indemnification

Without regard to the limits of any insurance coverage, Franchisee agrees to indemnify, defend with counsel appointed by City, protect and hold harmless the City, its representatives, officers, agents and employees against any and an fines, response costs, assessments, actions, suits, injunctive relief, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with (i) violations of the commerce clause of the U.S. Constitution, SB 1383, AB 1826, and AB 939 ("Integrated Waste Management Act"), the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 § 9601 et seq. ("CERCLA") , HSAA, RCRA, any other Hazardous Waste laws, or other federal, state or local environmental statutes, ordinances and regulations which arise from this Agreement; (ii) the negligent performance of the work or services of Franchisee, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Franchisee hereunder, or arising from Franchisee's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of City, its representatives, officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of City, its representatives, officers, agents or employees, who are directly responsible to City, and in connection therewith:

i. Franchisee will indemnify and defend any action or actions filed against City in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith
ii. Franchisee will promptly pay any judgment rendered against City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Franchisee hereunder; and Franchisee agrees to save and hold City, its officers, agents, and employees harmless therefrom
iii. In the event City, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Franchisee for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work or services of Franchisee hereunder, Franchisee agrees to pay to City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees
iv. Franchisee's obligations hereunder shall survive the termination or expiration of this Agreement

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11.3 Performance Bond

City requires Franchisee to deliver to City a performance bond in the sum of the amount of thirty thousand dollars and zero cents ($30,000.00), in the form provided by the Chief Administrative Officer. Said performance bond shall guarantee Franchisee's faithful performance of waste hauling services under the auspices of this Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. The bond shall be unconditional and remain enforce during the entire term of this Agreement and shall be null and void only if the Franchisee promptly and faithfully performs all terms and conditions of this Agreement.

11.4 SB1383 and AB 1826 Guarantee and Indemnification

Without in any way limiting the indemnification provisions in Section 11.2 above, Franchisee unconditionally guarantees compliance with the requirements SB 1383, and AB 1826 as amended from time to time. Franchisee shall carry out its obligations under this Agreement so that City will meet or exceed the diversion requirements set forth in SB 1383 and AB 1826, and all amendments thereto, as more fully set forth below. City and Franchisee shall reasonably assist each other to meet City's SB 1383 and AB 1826diversion requirements. In carrying out the provisions of this Section, Franchisee agrees to perform the following obligations at its cost and expense:

i. Defend, with counsel approved by City, indemnify and hold harmless City against all fines and/or penalties imposed by the CalRecycle Board, if Franchisee fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by SB 1383 and AB 1826in a timely manner
ii. Assist City in preparing for, and participating in, the Board's biannual review of City's source reduction and recycling element pursuant to Public Resources Code Section 41825
iii. Assist City in responding to inquiries from the Board in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the Board relating to SB1383 and AB 1826; or in any other investigative or enforcement manner undertaken by any agency
iv. Defend, with counsel acceptable to City, and indemnify and hold harmless City against any fines or penalties levied against it for violation of SB 1383 and AB 1826's diversion requirements, excepting any fine or penalty imposed if City's failure to meet the legislation's diversion requirements is the result of an order
v. In cooperating with City, should it seek to become its own enforcement agency, to the extent it may be permitted under state law

11.5 SB1383 and AB 1826 Education

Franchisee and City shall jointly develop and implement a public awareness and education program that is consistent with City's Source Reduction and Recycling Element and its Household Hazardous Waste Element.

ARTICLE 12: GENERAL PROVISIONS

12.1 Late Payment Fee

City shall give Franchisee written notice of any delinquent payment of any sum owing to City by Franchisee under this Agreement. In the event that Franchisee does not pay City such delinquent sum within ten (10) days of the date of the written notice, Franchisee shall pay City the pre-determined penalty of one and one-half percent (1½%) interest per month,

or any fraction of a month, on the amount of delinquent sum commencing from the date such sum was originally due.

12.2 Force Majeure

The time period(s) specified for performance of the provisions of this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Franchisee, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Franchisee shall within ten (10) days of the commencement of such delay notify the Chief Administrative Officer in writing of the causes of the delay; no extension of time for performance shall be granted, however, by reason of the unavailability of any Disposal Site or by reason of strikes, lockouts, or other labor disturbances, or breakage or accidents to vehicles, equipment, machinery or plants. The Chief Administrative Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Chief Administrative Officer such delay is justified. In no event shall Franchisee be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Franchisee's sole remedy being extension of the Agreement pursuant to this Section 12.2.

12.3 Notices

All notices, demands, requests, approvals, disapprovals, proposals, consents, or other communications whatsoever which this Agreement contemplates or authorizes, or requires or permits either Party to give to the other, shall be in writing and shall be personally delivered, sent by telecopier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective Party as follows:

If to Franchisee:
[INSERT INFORMATION]
[INSERT INFORMATION]
[INSERT INFORMATION]

If to City:
City of Montebello
Public Works Department
James Enriquez, P.E., Director/City Engineer
1600 W. Beverly Blvd.
Montebello, CA 90640
jenriquez@cityofmontebello.com

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section 12.3. Notice shall be deemed effective on the date personally served or by facsimile or, if mailed, three (3) days from the date such notice is deposited in the United States mail.

12.4 Non-discrimination

Franchisee covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, sexual orientation, or ancestry in the performance of this

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Agreement. Franchisee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

12.5 Compliance with Immigration Laws

Franchisee agrees that, in the performance of this Agreement, it will comply with all applicable immigration laws and regulations.

12.6 No Liability of City Officials

No officer, employee or agent of City shall be personally liable to the Franchisee, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to Franchisee or to its successor, or for breach of any obligation of the terms of this Agreement.

12.7 Laws and Regulations

Franchisee shall observe all the terms of any City ordinance or resolution now in effect, or as the same may be subsequently adopted or amended by City, governing, or affecting the collection, removal, and disposal of Commercial Organic Waste in the City of Montebello. Franchisee further agrees to comply with all applicable county, state or federal laws or regulations as they exist now or may subsequently be adopted or amended, governing the collection, removal, and disposal of Commercial Organic Waste. Franchisee further agrees to comply with all applicable state and federal laws governing employment, wages, working conditions, use of materials, equipment, supplies and the like.

12.8 Proprietary Information: Public Records

City acknowledges that a number of the records and reports of Franchisee are proprietary and confidential. Franchisee is obligated to permit City inspection of certain of its records, as provided herein, on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Franchisee and shall not voluntarily disclose such proprietary information. Notwithstanding the foregoing, any documents provided by Franchisee to City that are public records may be disclosed pursuant to a proper public records request.

12.9 Waiver of Existing Claims

In entering into this Agreement, City and Franchisee waive their respective rights to any claim, known or unknown, for damages or rights arising out of any previous Agreement, either written or oral. The Parties expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity, and each said Party represents and warrants that this uncertainty was taken into account in determining the consideration to be paid for the giving of this Agreement, and that a portion of said consideration having been bargained for between the Parties with the knowledge of the possibility of such unknown claims was given in exchange for full accord, satisfaction and discharge of all such claims. Franchisee specifically acknowledges that it is familiar with the provisions of California Civil Code Section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY"

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."

12.10 Waiver of Future Claims

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

12.11 Conflict of Interest

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Franchisee warrants that it has not paid or given and will not payor give any officer, employee, or agent of City any money or other consideration for obtaining this Agreement.

12.12 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12.13 Integration: Amendment

It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may only be amended at any time by the mutual consent of the Parties by an instrument in writing. This Agreement is intended, in part, to carry out City's obligations to comply with the provisions of SB 1383 and AB 1826 and regulations promulgated thereunder, as amended from time to time. In the event that SB 1383 and AB 1826 or other state or federal laws or regulations enacted after this Agreement prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. No other amendment of this Agreement shall be valid unless in writing duly executed by the Parties.

12.14 Severability

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

12.15 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in

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such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys, fees, and expert witness fees.

12.16 No Joint Venture

Neither City nor any of its employees shall have any control over the manner, mode or means by which Franchisee, its agents, or employees, perform the services required herein, except as otherwise set forth. Franchisee shall perform all services required herein independent from City and shall remain at all times as to City a wholly independent entity with only such obligations as are consistent with that role. Franchisee shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Franchisee in its business or otherwise or a joint venture or a member of any joint enterprise with Franchisee.

12.17 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

12.18 Governing Law

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

12.19 Jurisdiction and Venue

The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Agreement. The Parties further agree that Los Angeles County, California is the proper place for venue as to any such litigation arising out of the Agreement and Franchisee agrees to submit to the personal jurisdiction of such court in the event of such litigation.

12.20 Legal Action

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

12.21 Entire Agreement

This Agreement represents the full and entire Agreement between the parties with respect to the matters contained herein. 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.

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[SIGNATURE ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties hereto do hereby set their hands and seals as of the day and the year first written above.

City of Montebello, a California municipal corporation
"City"

_____
René Bobadilla, P.E.
City Manager

Date: _____

[ENTER INFORMATION]

"Franchisee"

_____
[ENTER NAME/TITLE]

Date: _____

ATTEST

_____
Christopher Jimenez,
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman,
City Attorney

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EXHIBITS TO BE PROVIDED

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ATTACHMENT E: WORK PLAN

(PLACE HOLDER FOR PROPOSERS' RESPONSE TO THIS RFP)

ITEM # 19

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation
James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Emergency Sewer Repairs for the Transportation Department Facility and Professional Services Agreement Update**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adjust the Fiscal Year 2020-21 budget by transferring $201,931 in appropriations to Account No. 202-921-2018-6040.45 (SB-1 – State of Good Repairs, Contract Services – Sewer Maintenance) to cover the cost of emergency sewer repairs at the Transportation Department Facility; and

2) Authorize Staff to issue a Notice of Termination for Agreement No. 3356 with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) and pay all outstanding invoices; and

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

FISCAL IMPACT

This project will be expensed utilizing Fiscal Year 2018-19 Senate Bill 1/ State of Good Repair (SB1/SGR) (Account No. 202-921-2018-6040.45) funding. The identified funding source will be used to develop and extend the useful life of the Transportation Department facility. There is currently $363,729 appropriated in Account No. 202-921-2018-6040.10. These funds are available to cover these emergency repair costs. Staff will complete a budget adjustment moving $201,931 in funds from the above account to Account No. 202-921-2018-6040.45. No increase in appropriations is required to pay for these additional expenses.

BACKGROUND

On February 14, 2018, the City Council approved an agreement with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) ("Mr. Rooter Plumbing") for a 3-year term in an amount not-to-exceed $240,000 per year. The agreement also has two one-year extension options for a total maximum contract term of 5 years. The Agreement is for on-call sewer maintenance and citywide plumbing repair services.

There have been two significant and unanticipated sewer repairs required at the Transportation Department Facility that require augmenting the annual budget for the Transportation Department. The repairs were required to ensure workspaces maintained adequate access to restroom facilities. The necessary repairs are described as follows:

- **March 2021:** Facility maintenance staff was called out multiple times within a period of two (2) months for sewer backups at the fuel island restroom located at the Transportation Facility. Mr. Rooter was called out for a video inspection of the four (4) inch cast iron sewer line. Video inspection found the line to have a severe low spot. Video also showed the line had 77 linear feet (LF) of pipe with tuberculation, a form of interior corrosion.

  To prevent further sewage backups, Mr. Rooter was given the directive to proceed with repairs. Sewer line was hydro jetted and vacuumed out to start the repair process. Sections of concrete slab were sawcut in multiple areas to expose the four (4) inch sewer line. Three (3) new cleanouts were installed to provide staff with entry points if future hydro jetting were to be required. A trenchless pipe lining system known as cured-in-place-pipe (CIPP) was installed into the section of pipe that was highly corroded. The CIPP system was chosen due cost savings, a 50-plus year life expectancy and to minimize disturbance. After the pipe was lined and clean outs were installed, the exposed pipe was backfilled and damaged cement slabs were repaired. Total cost of this emergency repair was $42,703.

- **August 2021:** Facility maintenance staff was called out multiple times within a period of one (1) month for sewer backups inside of the body shop area located at the Transportation Facility. Mr. Rooter was called out to open up the line by running a cable machine through the drain line to clear the stoppage. Video was then taken of the four (4) inch cast iron sewer line. Video showed the line had a large section of pipe that was corroded with tuberculation. The interior of the pipe was no longer smooth, causing catch points and developing blockages.

  A total amount of 220 linear feet (LF) of pipe was hydro jetted and then chain knocked to clear out all rust accumulation. Sections of concrete slab inside the mechanic shop above the pipe were sawcut and excavated to provide access to the line. It was determined installation of five (5) cleanouts would provide entry points for future hydro jetting. Two hundred and twenty (220) linear feet of CIPP

system was installed. New drain lines were installed that serve employee restrooms. After the pipe was lined and clean outs were installed, the exposed pipe was backfilled and damaged cement slabs were repaired. Total cost of this emergency repair was $159,228.

DISCUSSION

Agreement No. 3356 is for on-call sewer maintenance and plumbing repair services. Since the County of Los Angeles Consolidated Sewer Maintenance District is currently providing all maintenance and operation functions for the sewer system, the related services under Agreement No. 3356 are no longer needed. Furthermore, Mr. Rooter Plumbing was invited to participate in the City's on-call plumbing contractor solicitation earlier this year and has not executed a contract due to the fact that Agreement No. 3356 has not been formally terminated. Mr. Rooter Plumbing has been advised that a termination for convenience is forthcoming and they will be invited in the future to submit informal bids solicited from the City's on-call plumbing contractor list, after they have signed a contract.

The recommended Notice of Termination is in accordance with Section 7 of Agreement No. 3356 regarding Termination for Convenience. The Agreement allows for a ten business day notice of termination without cause and solely for the convenience of the City at any time during the term of the Agreement. Mr. Rooter Plumbing has provided a list of outstanding invoices that will be paid upon termination and under the terms of Agreement No. 3356.

In addition to the unanticipated charges relating to the Transportation Department, Mr. Rooter Plumbing has a total of $34,803 in outstanding invoices for a variety of non-Transit related plumbing repairs. The FY 2021-22 adopted budget included adequate funds for these types of expenses and no additional appropriation is required to terminate this Agreement (Account No. 100-30-310-6040.45, General Fund, Public Works, Streets, Contract Services – Sewer Maintenance).

SUMMARY

The emergency sewer repairs at the Transportation Department Facility were required in order to prevent further damage to the facility and to keep the facility operational to avoid interruption of transit services. Upon approval of the recommended actions, staff will process the associated invoices for payment in the aggregate amount not-to-exceed $201,931 from Account No. 202-921-2018-6040.45.

ATTACHMENT (S):

A. Attachment A – Agreement No. 3356

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3356
BY AND BETWEEN
CITY OF MONTEBELLO
AND
SEBASTIAN WATERWORKS, dba MR. ROOTER PLUMBING

THIS AGREEMENT ("Agreement") is made and entered into on **February 14, 2018**, by the **CITY OF MONTEBELLO**, a municipal corporation (hereinafter referred to as "CITY") and **SEBASTIAN WATERWORKS, dba MR. ROOTER PLUMBING**. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide on-call sewer maintenance and plumbing services in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for On-Call Sewer Maintenance and Plumbing Services in the City of Montebello (December 6, 2017) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for performing on-call sewer maintenance and plumbing services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

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

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

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

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

SECTION 4. WORK PRODUCT.

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

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he

is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 21. NOTICE.

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

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@cityofmontebello.com

Joe Diaz, Owner
Sebastian Waterworks, Inc. dba Mr. Rooter Plumbing
P.O. Box 3735
Montebello, California 90640
E-mail: diazmrrooterplumbingsg@gmail.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this

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

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

Andrew Pasmant
Acting City Manager

Dated: 3/5/18

CONTRACTOR (SEBASTIAN WATERWORKS, dba MR. ROOTER PLUBMING)

Joe Diaz
Owner

Dated: 2-23-18

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Request for Proposals

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed.1/03/18@11:00a.m.

CITY OF MONTEBELLO
PUBLIC WORKS DEPARTMENT

NOTICE INVITING SEALED BIDS/PROPOSALS FOR ON CALL SEWER MAINTENANCE AND PLUMBING SERVICES (RFP NO. 18-27)

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids/proposals for the above stated services. Bids/proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) or by submitting/delivering 3 copies of proposal to the City Clerk's Office at 1600 West Beverly Boulevard, up to the hour of 11:00 a.m. on Wednesday, January 3, 2018.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640 and on PlanetBids Portal, accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html.

As described in the Bidding Documents, the bids are for a public works project ("Project") which consist of ON CALL SEWER MAINTENANCE AND PLUMBING SERVICES and related work.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The terms and conditions for bidding on the Project are described in the attached Bidding Instructions

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed. 1/03/18@11:00a.m.

BIDDING INSTRUCTIONS

1 **DEFINITIONS.** Unless provided otherwise, the definitions in the Greenbook, Special Conditions, or other Contract Documents are applicable to all Bidding Documents.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.7 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and

Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other

work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS.** No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 **SUBCONTRACTORS.**

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 **ADDENDA.**

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 **PRE-BID CONFERENCE.** Bidder will attend a Pre-Bid Conference where the City will discuss the Bidding Documents, answer questions, accept comments, and conduct a Project site visit. The City requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list which is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

9 **FORM AND STYLE OF BIDS**

9.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

9.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

9.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

9.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

9.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

9.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

9.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

10 BID SECURITY

10.1 Each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Montebello." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

10.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

10.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

10.4 The City will retain Bid Security until the occurrence of one of the following:

10.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

10.4.2 The specified time has elapsed during which Bids may be withdrawn.

10.4.3 All Bids have been rejected.

10.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid, as instructed in the Bidding Instructions.

10.6 A Bid received after the Bid Deadline will be returned to Bidder unopened.

10.7 Bidder will assume full responsibility for timely delivery of their Bid.

10.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

11 **MODIFICATION OR WITHDRAWAL OF BID.**

11.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

11.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

11.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

11.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

12 **OPENING OF BIDS.** Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

13 **REJECTION OF BIDS.**

13.1 The City will have the right to reject all Bids.

13.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

14 **AWARD**

14.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

14.2 The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

14.3 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

14.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

14.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

14.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

14.5.1 Three originals of the Agreement signed by Bidder.

14.5.2 Three originals of the Payment Bond.

14.5.3 Three originals of the Performance Bond

14.5.4 Certificates of Insurance on form provided by the City.

14.5.5 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

14.5.6 Preliminary Contract Schedule.

14.5.7 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

14.5.8 Cost Breakdown.

14.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

14.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

14.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed, 1/03/18@11:00a.m.

PROPOSAL
FOR
ON CALL SEWER MAINTENANCE AND PLUMBING SERVICES
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☒

2. If yes, explain the circumstances:

01/05/2018

Bidder's Signature Date

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
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INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial General Liability	$2,000,000
Business Automobile Liability	$1,000,000
Worker's Compensation	Statutory Requirement

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates 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.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

01/05/2018

Bidder's Signature — Date

SEBAWAT-02 D1SMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 954553
AssuredPartners of Ohio LLC, Franchise Division
3900 Kinross Lakes Parkway #300
Richfield, OH 44286

CONTACT NAME: Franchise Division
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: FranchiseCerts@assuredpartnersoh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty	24074
INSURER B: American Fire & Casualty Co.	24066
INSURER C: Capitol Specialty Ins Corp	10328
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sebastian Waterworks, Inc. DBA Mr. Rooter Plumbing
P.O. Box 3735
Montebello, CA 90640

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		BKO58223489	12/21/2017	12/21/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY							
	[X] ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			BAA58223489	12/21/2017	12/21/2018	BODILY INJURY (Per person)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR							
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			BAA582233489	12/21/2017	12/21/2018	EACH OCCURRENCE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0						AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liability			EV20150759-02	12/29/2017	12/29/2018	Pollution	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Montebello is Additional Insured for the above listed General Liability policy with regards to the operations of the named insured with 30 day notice of cancellation.

CERTIFICATE HOLDER

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and

2. Included in the "products-completed operations hazard".

However:

a) The insurance afforded to such additional insured only applies to the extent permitted by law; and

b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

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C. With respect to the insurance afforded by this endorsement, exclusion **l. Damage To Your Work** of Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section II - Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claims Or Suit:**

   An additional insured under this endorsement will as soon as practicable:

   a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

   b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

   d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written. notice of a "suit" by the additional insured.

2. Paragraph **4. of Section IV - Commercial General Liability Conditions** is amended as follows:

   a. The following is added to Paragraph **a. Primary Insurance:**

      If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

   b. The following is added to Paragraph **b. Excess Insurance:**

      When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

      Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or

(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3. of Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1. of Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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MRROO-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VERITY Insurance Services Inc. 248 E Rowland St Covina, CA 91723 Chris Mendoza 626-956-4048	CONTACT NAME: PHONE (A/C, No, Ext): 626-956-4048 FAX (A/C, No): 626-956-4050 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NorGuard Insurance Co.	31470
INSURED SEBASTIAN WATERWORKS, INC. PO Box 3735 Montebello, CA 90640	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			SEWC770195	07/01/2017	07/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All terms and conditions are per the actual policy.
Evidence of Insurance.

CERTIFICATE HOLDER CITYMOT

City of Montebello
1600 West Beverly Blvd
Montebello, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brandon

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CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed. 1/03/18@11:00a.m.

BIDDING DOCUMENTS

I. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in the bidding documents. The bid must be fully completed and executed. Bids/proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) or by submitting/delivering 3 copies of proposal to the City Clerk's Office at 1600 West Beverly Boulevard, up to the hour of 11:00 a.m. on Wednesday, January 3, 2018.

Each bid proposal, delivered or mailed, must be submitted in a sealed envelope addressed to City of Montebello, City Clerk office, 1600 West Beverly Blvd, Montebello, California 90640, Attention: ON CALL SEWER MAINTENANCE AND PLUMBING SERVICES and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING."

II. GENERAL INFORMATION

A It is the intent of the City of Montebello to solicit proposals for qualified, plumbing maintenance services (operator) businesses who are duly registered and licensed in the State of California to render quality plumbing services to the City in order to provide a reliable environment for employees, clients and visitors to the offices, buildings and/or grounds of the various City locations stated in the specifications. Locations may, be added or deleted during the term of this contract and extensions thereof.

B. The contracted vendor(s) shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform plumbing service, for both specified and unspecified sites at various City locations.

C. Contractor(s) shall comply with and perform all plumbing maintenance services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any licenses or permits required to do the specified work.

D. The term of this agreement shall be for three (3) years. The City may elect to extend the agreement for two (2) additional one (1) year periods on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed. 1/03/18@11:00a.m.

SCOPE OF SERVICES

1. The City of Montebello (City) is seeking proposals from licensed and qualified Plumbers to provide a full range of plumbing services. Services will be performed in a variety of City locations including, but not limited to, administrative offices, park facilities, senior center, Library, Museum and jail. These will include installations, routine maintenance, service calls, supplies, and emergency services.

2. The Facilities Maintenance Department may contact a plumbing service company to assist maintenance staff. The services may include a full range of services including, but not limited to plumbing services such as unclogging drains, installation, maintenance and repair of building, main domestic water supply and sewer lines, their component as well as repair faucets, flush valves, hot water heaters and pumps, repair, maintain and replaced gas lines, also unstop, repair, replace drain lines up to and including the City main sewer lines.

3. Contractor Must Hold a current commercial plumbing license issue by the state of California, Including but not limited to a C-36, C-42 and A license

Delivery of services

1. Contractor(s) shall be able to provide Dispatcher services — (24) hours a day, (7) days a week, including weekends and holidays, so that the Contractor(s) shall respond to calls for service to any City emergency, within (1) hour of notification.

2. The City expects the Contractor to give "priority" service to any call for a plumbing emergency failure in some city facilities or City main sewer lines, when is deem a matter of public safety; there for a (1) hour emergency response is critical.

3. Vendor/Contractor shall take all necessary precautions for the safety of the employees and or public on the work site and should erect and maintain at all time, as require on job conditions and process of the work, all necessary safeguards for the protection of the workman and pubic.

4. Service calls will normally be responded to with a Journeyman and apprentice Plumbers Only. The City must authorize any additional personnel. If additional personnel are necessary, they are to be apprentice unless the service requires a master plumber.

5. All Contractor personnel working in or around city facilities shall wear distinctive uniform clothing and identification.

6. EXTRA WORK: Contractor shall, from time-to-time, be asked to perform Extra Work of varying types. Including but not limited to the following: Replacement of underground sewer lines, installation of new drinking fountains, removal of sidewalks and asphalt to make

necessary repairs, etc. Vendor shall prepare a written quote for all Extra Work, no such work may be performed without prior written authorization from The City of Montebello. Additional work will be charged base on the rates provided in Attachment A.

Work Specifications

1. All work perform by the proponent shall be to a professional standard, complying with requirements of the applicable editions of the uniform plumbing code, uniform building code, state and local codes. The (MUTCD) Manual on uniform traffic control devices.

2. Contractor must be experience at and ether own or have immediate access to equipment necessary to perform the following task, but not limited to, the following conditions.

1. All types of commercial plumbing repairs including confine space entry repairs
2. The Contractor will repair/replace broken/damage/deteriorated drain lines, sewer lines and waterlines
3. Video inspections of sewer and drain lines, electronic leak detection, and electronic locating of sewer lines, pipes
4. Repair, replace, install new drain clean outs. This includes, but not limited to, in ground clean outs and roof vents clean outs
5. Resolves minor and major stoppages and sewage spills
6. High pressure jet drain cleaning-large and small diameter pipe
7. Vacuum pump truck to cleanup sewer overflows, storm drains or flooded streets
8. Trenchless pipe lining
9. Handle plumbing associated with remodels and buildups
10. Commercial re-piping
11. Back flow installation, testing and repairs
12. Lift station pumping and cleaning
13. Residential and commercial water heater replacement and repairs
14. Septic tanks and clarifier pumping

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed 1/03/18@11:00a.m.

ATTACHMENT "A"

Proposal Fee Sheet

Regular Business Hours are, 6:30 am to 5:30 pm Monday to Friday.
Holidays rates go into effect on the holiday observed by the City.

	Regular Hours	After Hours
Hourly Rate for Master Plumber	$ 185.00 per Hour	$ 277.50 per Hour
Hourly Rate for Journeyman Plumber	$ 165.00 per Hour	$ 247.50 per Hour
Hourly Rate for Hydro Jetting Sewer Lines	$ 225.00 per Hour	$ 337.50 per Hour
Hourly Rate for Video Inspections	$ 225.00 per Hour	$ 337.50 per Hour
Hourly Rate for dump truck with Operator	$ 385.00 per Hour	$ 460.00 per Hour
Hourly Rate for Backhoe with Operator	$ 375.00 per Hour	$ 420.00 per Hour
Hourly Rate for backflow testing	$ 135.00 per Hour	$ 202.50 per Hour

Additional Repair Items:

Cutting Concrete	$ 10.20 per Square Foot
Replacement of Concrete	$ 20.00 per Square Foot
Cutting Asphalt	$ 10.20 per Square Foot
Replacement of Asphalt	$ 20.00 per Square Foot
Replacement of 8inch clay pipe	$ 375.00 per Linear Foot
Slurry Seal	$ 15.00 per Square Foot

Hourly rate above shall include charges for apprentices and/or laborers accompanying Master Plumber or Journeyman on maintenance calls.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed. 1/03/18@11:00a.m.

ATTACHMENT "B"

BID FOR PLUMBING SERVICES CURRENT AGENCY OR BUSINESS REFERENCES
This form must be included as part of the sealed bid proposal. References from three governmental agencies or other similar accounts for which bidder currently provides Plumbing services are required.

1. AGENCY /COMPANY NAME: State of California Dept. of Transportation (Cal Trans)

   PHONE NO.: (213) 897-1884

   ADDRESS: 100 S Main Street, MS-6, Los Angeles, Ca 90012

   CONTACT PERSON: Ed Frances

   DATE SERVICES STARTED: 10/20/2015

   SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:

   State owned buildings and properties : residential and commercial properties in the 710 cooridor.

2. AGENCY /COMPANY NAME: Los Angeles County ISD

   PHONE NO.: (818) 686-1047

   ADDRESS: 13811 Del Sur Street, San Fernando, Ca 91340

   CONTACT PERSON: Richard Lugo

   DATE SERVICES STARTED: 12-22-2006

   SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: LA County Library,

   LA County ISD office, LA County Animal Control, Olive View Hospital, Descanso Gardens

   LA County Fire Dept., LA County Sheriff's Dept., LA County Juvenile Hall & Probation Dept.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed.1/03/18@11:00a.m.

3. AGENCY /COMPANY NAME: City of Monterey Park

PHONE NO.: 626-307-2506

ADDRESS: 751 So Alhambra Ave. Monterey Park, Ca 91755

CONTACT PERSON: Chris Reyes

DATE SERVICES STARTED: 11/17/2005

SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:

City of Monterey Park City Hall, Police Department, Fire Departments, Public Parks &

City Yard. City Library, Senior Center, and Public Pools.

City of Montebello

Department of Public Works
ADMINISTRATION DIVISION
PHONE (323) 887-1200 x462
FAX (323) 887-4716

To: Prospective Responders/Bidders

From: Danilo Batson
Assistant City Manager

Date: December 28, 2017

Subject: **RFP No. 18-27 – Request for Bids/Proposals for On-Call Sewer Maintenance and Plumbing Services (ADENDUM # 1 - Extension of Due Date)**

I. EXTENSION OF PROPOSALS DUE DATE:

Sealed Bids/Proposals are due on or before Wednesday, January 10, 2018 at 11:00 AM.

Bidder's Certificate: (This Certificate must be signed and returned together with the Bid/Quote Proposal, otherwise the submitted bid shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #1 AND I ACCEPT THE AFOREMENTIONED CONDITIONS.

DATE: 01/05/2018

COMPANY: Mr. Rooter Plumbing

SIGNATURE: _____

TITLE: President

City of Montebello

Department of Public Works
ADMINISTRATION DIVISION
PHONE (323) 887-1200 x462
FAX (323) 887-4716

To: Prospective Responders/Bidders

From: Danilo Batson
Assistant City Manager

Date: December 28, 2017

Subject: **RFP No. 18-27 – Request for Bids/Proposals for On-Call Sewer Maintenance and Plumbing Services (ADENDUM # 2 – Response to Inquiries)**

I. **RESPONSE TO INQUIRIES:**

1) **How much does the City spend annually for these services?**
Answer: On average, the City spends approximately $240,000 annually for the services requested in this RFP.

2) **How long is the contract for?**
Answer: The RFP states (under Bidding Documents, General Information, Item D), "The term of this agreement shall be for three (3) years. The City may elect to extend the agreement for two (2) additional one (1) year periods on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement."

Bidder's Certificate: (This Certificate must be signed and returned together with the Bid/Quote Proposal, otherwise the submitted bid shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #2 AND I ACCEPT THE AFOREMENTIONED CONDITIONS.

DATE: 01/05/2018

COMPANY: Mr. Rooter Plumbing
221 W Pomona Blvd, Mpk Ca 91754

SIGNATURE: _____

TITLE: President

RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Bid Bond - Annual Contract

Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS,

That we, Sebastian Waterworks, Inc. dba Mr. Rooter Plumbing
221 W. Pomona Blvd., Monterey Park, CA 91754, as Principal, hereinafter called Principal, and RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615 P.O. Box 3967 Peoria, IL 61612-3967, a Illinois corporation, as Surety, hereinafter called Surety, are held and firmly bound unto City of Montebello
1600 W. Beverly Blvd., Montebello, CA 90640, as Obligee, hereinafter called Obligee, in the amount of Ten percent of the Total Amount Bid Dollars (10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit a proposal to Obligee on a contract for:
Three-year Maintenance Service, Sewer Maintenance and Plumbing Services

Bid Date: January 10, 2018

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Obligee shall accept the bid of Principal and Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, **save for the condition(s) noted in the following paragraph,** and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal shall pay to Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IT IS AGREED AND UNDERSTOOD that the following conditions apply to this bid:

1. That if Obligee shall accept Principal's bid, the bond and or bonds required by the contract to be provided by Principal shall be limited to an initial term of one (1) year; renewable for one (1) year periods at the surety's sole option (see attached sample).

THIS AGREEMENT shall be binding on the Principal and Surety executing the same, their legal representatives, successors, and assigns.

SIGNED AND SEALED this 10th day of January, 2018.

Sebastian Waterworks, Inc. dba Mr. Rooter Plumbing
Principal

By: _____

RLI Insurance Company

By: _____
Lori A. Proch — Attorney in Fact

C0092215-50,0

ACKNOWLEDGMENT OF SURETY

STATE OF Ohio

COUNTY OF Summit

On this 10 day of January in the year 2018, before me personally came Lori A. Proch to me known, who, being by me duly sworn, did depose and say that she resides in the Village of Chagrin Falls, Ohio and that she is the Attorney-in-Fact for RLI Insurance Company, the corporation described in and which executed the attached instrument; that she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by Order of the Board of Directors of the said corporation, and that she signed her name thereto by like order.

Kristine M Heinrich
Notary Public
In and For the State of Ohio
My Commission Expires
02 October 2021

(SEAL)

My Commission Expires: October 2, 2021

9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company,** required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Bruce W. Lockhart, David J. Black, Jeremy S. Ball, Louis A. Colagrossi, Mark N. Coleman, Mary Ann Copley, Lori A. Proch, Gary E. Roadruck, Stephanie A. Rook, Linka V. Roeser, Kyp L. Ross, Faith A. Studeny, Teresa Bennett, Sue A. Brandal, Nicole Green, Gail Baker, Kristine M. Heinrich, jointly or severally

in the City of Richfield, State of Ohio, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 28th day of August, 2017.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

B.W.D.

Barton W. Davis — Vice President

State of Illinois } SS
County of Peoria }

On this 28th day of August, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 10th day of January, 2018.

RLI Insurance Company
Contractors Bonding and Insurance Company

B.W.D.

Barton W. Davis — Vice President

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **No** [illegible]

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

RLI Insurance Company

of Illinois *, organized under the*

laws of Illinois *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 21st *day of* December, 2010, *I have hereunto set my hand and caused my official seal to be affixed this* 21st *day of* December, 2010.

Steve Poizner
Insurance Commissioner

By

Susan J. Stapp
for Jesse Huff
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CR-3

OSP 00 39391

RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2016

Admitted Assets

Investments:	
Fixed maturities	$ 691,592,014
Equity securities	890,779,919
Short-term investments	3,606,726
Real estate	30,057,188
Properties held to produce income	0
Cash on hand and on deposit	14,824,739
Other invested assets	23,767,904
Receivables for securities	65,707
Agents' balances	72,408,650
Investment income due and accrued	6,410,724
Funds held	4,000
Reinsurance recoverable on paid losses	9,891,389
Federal income taxes receivable	1,880,750
Net deferred tax asset	0
Guarantee funds receivable or on deposit	46,136
Electronic data processing equipment, net of depreciation	3,036,720
Receivable from affiliates	824,582
Other admitted assets	4,154,773
Total Admitted Assets	$ 1,753,351,921

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	$ 489,669,057
Unearned premiums	238,082,518
Accrued expenses	54,157,871
Funds held	559,190
Advance premiums	5,514,072
Amounts withheld	75,489,279
Dividends declared and unpaid	29,298
Ceded reinsurance premium payable	5,073,678
Payable for securities	1,182,762
Statutory penalties	470,200
Current federal & foreign income taxes	0
Federal income tax payable	11,018,129
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	3,615,055
Other liabilities	8,514,592
Total Liabilities	$ 893,375,721
Surplus:	
Common stock	$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	607,524,741
Total Surplus	$ 859,976,200
Total Liabilities and Surplus	$ 1,753,351,921

State of Illinois
County of Peoria

*The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of* Ohio *and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2016.*

Attest:

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

{ Corporate Seal Affixed }

Craig Kliethermes — President

Cherie L. Montgomery — Assistant Secretary

Sworn to before me this 13th day of March, 2017.

NOTARY PUBLIC STATE OF ILLINOIS — GRETCHEN L JOHNIGK "OFFICIAL SEAL" My Commission Expires May 26, 2020

{ Notarial Seal Affixed }

Gretchen L. Johnigk — *Notary Public, State of Illinois*

M0058317

SUBCONTRACTORS:

1. Tunnelworks Services, INC. – William Duarte
   13502H Whittier Blvd, Suite 165
   Whittier, Ca 90604
   (562) 553-2734
   License #963734

   Work Activity: Pipelining, Fiberglass point repairs, large diameter, sewer and storm drain hydro jetting

2. Rk Industries Group – Randy Kimura
   1301 S Beach Blvd Suite D
   La Habra, Ca 90631
   (714) 723-4658
   License #996175

   Work Activity: Heating and Air Conditioning

3. H2O Restoration Inc. – David Rodriguez
   201 W. Garvey Ave.
   Suite 102-571
   Monterey Park, Ca 91754
   (951) 923-4207
   License #1025426

   Work Activity: Emergency water extraction, fire clean up, water damage clean up, vandalism repair, mold remediation, building maintenance & repair

Exhibit "B"
Schedule of Compensation

SCHEDULE OF COMPENSATION

The Contractor shall be paid in accordance with the attached **Proposal Fee Sheet,** for all work performed. In the event the City requires additional or extra services, all such services shall comply with the provisions in Section 5 of the Agreement.

The contract amount shall not exceed **$240,000** annually.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640

Request for Proposals: 18-27
Bid Issue Date: Dec. 6, 2017
CLOSING DATE: Wed, 1/03/18@11:00a.m.

ATTACHMENT "A"

Proposal Fee Sheet

Regular Business Hours are, 6:30 am to 5:30 pm Monday to Friday.
Holidays rates go into effect on the holiday observed by the City.

	Regular Hours	After Hours
Hourly Rate for Master Plumber	$ 185.00 per Hour	$ 277.50 per Hour
Hourly Rate for Journeyman Plumber	$ 165.00 per Hour	$ 247.50 per Hour
Hourly Rate for Hydro Jetting Sewer Lines	$ 225.00 per Hour	$ 337.50 per Hour
Hourly Rate for Video Inspections	$ 225.00 per Hour	$ 337.50 per Hour
Hourly Rate for dump truck with Operator	$ 385.00 per Hour	$ 460.00 per Hour
Hourly Rate for Backhoe with Operator	$ 375.00 per Hour	$ 420.00 per Hour
Hourly Rate for backflow testing	$ 135.00 per Hour	$ 202.50 per Hour

Additional Repair Items:

Cutting Concrete	$ 10.20 per Square Foot
Replacement of Concrete	$ 20.00 per Square Foot
Cutting Asphalt	$ 10.20 per Square Foot
Replacement of Asphalt	$ 20.00 per Square Foot
Replacement of 8inch clay pipe	$ 375.00 per Linear Foot
Slurry Seal	$ 15.00 per Square Foot

Hourly rate above shall include charges for apprentices and/or laborers accompanying Master Plumber or Journeyman on maintenance calls.

ITEM # 20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Utility Box Beautification Program Artwork Approval**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve artwork recommendations made by the Parks and Recreation Commission; and

2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $4,800 in Account No. 100-70-710-6040.10 (General Fund, Recreation, Other Contract Services); and

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

FISCAL IMPACT

At the April 28, 2021 City Council meeting, City Council authorized the implementation of the Utility Box Beautification Program and directed staff to return with a request to appropriate funds as necessary for the program. The Parks and Recreation Commission has recommended six artwork submissions for approval. The cost estimate for the installation of artwork on each utility box ranges from Six Hundred Dollars ($600) to Eight Hundred Dollars ($800), depending upon the size of the utility boxes for a full vinyl wrap.

The total cost estimate for the purchase and installation of six vinyl wraps is Four Thousand Eight Hundred Dollars ($4,800). The City Council is being asked to amend the Fiscal Year 2021-22 adopted budget by increasing appropriations by $4,800 in the Recreation and Community Services budget, Account Number 100-70-710-6040.10 (Recreation, Other Contract Services).

BACKGROUND

The proposed Utility Box Beautification Program is a public art program designed to transform common traffic signal control boxes in the City into new distinctive works of art, creating a more vibrant, attractive cityscape. The Utility Box Beautification Program also aims to celebrate local artists and their artwork, act as a deterrent to graffiti, involve the community in the beautification of the City and create a sense of place and identity.

ANALYSIS

In August 2021, the City released a Call for Artists for residents in 4th through 8th grades and at the September 8, 2021 City Council meeting, eight artworks were approved for installation. A second Call for Artists was released on September 1, 2021 and was open to Montebello residents of all ages. Interested artists were able to drop off their submissions at the Recreation Department office and submissions were due by October 8, 2021. The Parks and Recreation Commission's Arts and Culture Sub-Committee reviewed the received artwork submissions and selected those that are to be recommended to City Council for final approval.

The Call for Artists included suggested artwork categories for submissions that aim to highlight Montebello and its community. The three suggested categories were: 1) the City's cultural diversity, 2) the City's historical heritage, 3) and memories of Montebello. These categories were taken into consideration when selecting artwork and entries were additionally scored based on the following equally weighted criteria: creativity and innovation of design, originality, artistry, visual impact, and community appropriateness and content.

The Parks and Recreation Commission has selected six submissions for recommendation to City Council. The selected artwork followed all requirements and best demonstrated the above categories and criteria. The City plans to continue the program in 2022 and the next Call for Artists will be advertised on the City website, newsletters, and social media platforms.

SUMMARY

The City Council will consider approving artwork recommendations made by the Parks and Recreation Commission for the Utility Box Beautification Program and amend the FY 2021-22 budget by increasing appropriations by $4,800 in Account No. 100-70-710-6040.10 (General Fund, Recreation, Other Contract Services).

ATTACHMENT(S):

A. Attachment A – Utility Box Beautification Program Application
B. Attachment B – Selected Artwork Submissions

ATTACHMENT A

CITY OF MONTEBELLO

Utility Box Beautification Program

Call for Artists

Second Round

Release Date:	September 1, 2021
Due By Date:	October 8, 2021
Announcement:	November 10, 2021

CITY OF MONTEBELLO
UTILITY BOX BEAUTIFICATION PROGRAM

The City of Montebello is issuing a Call for all Artists, open to all ages, to participate in the Utility Box Beautification Program. Interested artists will need to complete an application to be reviewed and selected by the City of Montebello's Parks and Recreation Commission for consideration by the City Council. Up to twenty-five (25) participants will be selected and approved art work will be placed on one of seventy-nine (79) available utility boxes throughout the City of Montebello as a wrap.

I. BACKGROUND:

The Utility Box Beautification Program is a public art effort designed to transform common traffic control utility boxes in the City, into distinctive works of art, creating a more vibrant, attractive cityscape. The program also celebrates local artists and their artwork, acts as a deterrent to graffiti, and involves the City residents in contributing to the beautification of the city.

II. ARTIST GUIDELINES AND REQUIREMENTS:

A. Eligibility

1. All artists must be a resident of Montebello.
2. Entries must be the original design of the submitting artist.
3. Artwork must be suitable for viewing by all ages.
4. Art work should cover all exposed sides of the utility box using the attached template.
5. Members of the Parks and Recreation Commission, Montebello City Council and their families are ineligible.

B. Artist Responsibilities

1. Artists must submit original copy/copies of the artwork wished to be considered to the Recreation and Community Services Department.
2. Artists may provide up 2 designs for consideration.

C. City Responsibilities

1. Provide approved templates of the utility boxes to all applicants.

2. The City will contract with a third party vendor to convert artwork into a wrap and install on one of the utility boxes selected by the Parks and Recreation Commission.

3. The Parks and Recreation Commission shall review, approve and select artwork submitted by artists.

D. Materials

1. 8 ½ x17 in. template sheet provided by the Recreation & Community Services Department.

E. Suggested Artwork Categories:

1. The City's cultural diversity
2. The City's historical heritage
3. Memories of Montebello

F. Criteria Used to Select Artwork

The Parks & Recreation Commission's Arts & Culture Sub-Committee will score entries based on the following equally weighted criteria:

1. Creativity and innovation of design
2. Originality
3. Artistry
4. Visual Impact
5. Community Appropriateness and Content

G. Artwork must not contain:

1. Written materials (words/sentences)
2. Political statements or persons
3. Religious references, symbols or numbers
4. Copyrighted or trademarked material
5. Corporate or organizational branding

H. Application Requirements

1. Print, complete and sign an application form, and:

a. Include a detailed description describing your design theme. Indicate if your theme has specific relevance to the City of Montebello's history, culture and heritage or to a specific location. **This must be attached with your application**. Please limit description to one page or utilize the form field on the application.

b. Create full color, detailed concept drawings using the template provided.

c. Designs are accepted as a single sided full color drawing on 8.5 x 17 sheets using the template provided.

d. The art may include the name of the artist (no larger than 3" x 5") at the bottom of the template.

I. Read and sign:

1. The Utility Box Program Participant Release of Liability form.

2. The Artist's Application Form.

J. Submission of Entry

1. Mail or deliver the signed application with the full color designs to the City of Montebello Recreation and Community Services Department. – 1700 West Victoria Ave.

2. Artist can submit up to 2 designs. Only 1 design per artist will be chosen at a time.

3. Entries must be postmarked, emailed or hand delivered no later than Thursday, October 8, 2021 at 5:00 p.m. to be considered for approval at the October 21, 2021 Parks and Recreation Commission Meeting.

K. Selection Process and Criteria

1. Designs will be reviewed, approved and selected by the City of Montebello's Parks and Recreation Commission.

L. Questions

Contact: Laurie Aguilar by email only at laguilar@cityofmontebello.com

ATTACHMENTS:

1. 8 ½ x 17 Design Template

2. Artist Application Form (Application and Diagram Template)

3. Art in Public Places – Utility Box Program Participant Release of Liability Form

CITY OF MONTEBELLO
UTILITY BOX BEAUTIFICATION PROGRAM APPLICATION

Instructions: This application must be filled out completely and submitted to the Recreation & Community Services Department along with artwork template and waiver, Attn**: Utility Box Beautification Program.**

Please write legibly in black or blue ink only. Do not use pencil or other ink colors. All blanks must be completed or have N/A written.

1. APPLICANT INFORMATION

Applicant Name _____

Applicant's Address _____

Phone Number _____

Email _____

Age _____

2. SUBMITTAL DESCRIPTION

Indicate if your theme has specific relevance to the City of Montebello's history, culture, heritage, geography or to a specific location

_____

_____

_____

_____

_____

_____

_____

For Office Use Only:

Date Submitted: _____
Date of Approval: _____

CITY OF MONTEBELLO, CALIFORNIA

UTILITY BOX BEAUTIFICATION PROGRAM

PARTICIPANT RELEASE OF LIABILITY FORM

PLEASE PRINT OR TYPE

NAME:_____DATE:_____

ADDRESS:_____CITY/STATE/ZIP_____

TELEPHONE#:_____ AGE ( ) DOB _____/_____ /_____

Participant does hereby release the City of Montebello, California, ("City") its City Council, representatives, employees, volunteers, agents and/or assigns, as well as all other participants, from any and all claims, obligations, causes of action, and liability of any kind, arising from the Participant's involvement in any events conducted as part of the Utility Box Art Beautification Program, or in connection with any work, labor, or services performed by the undersigned for and on behalf of any of the participants in events conducted and sponsored by the Utility Box Art Beautification Program, City, or otherwise.

This release is intended as a full and complete release covering any possible claims, contingent or otherwise, involving personal injury or property damage which may arise in connection with the Utility Box Art Beautification Program. This release includes, although it is not specifically limited to, any claim for any injuries or damages which the undersigned may suffer in connection with the Utility Box Art Beautification Program related actions in connection with any work, labor, or services performed by the undersigned for or on behalf of City or the Utility Box Art Beautification Program, regardless of whether the undersigned is actually participating in said activities, any injury to the person or damage to property which may be suffered by the undersigned as the result of or arising out of the Utility Box Art Beautification Program.

The consideration for this release is the undersigned's participation in the Utility Box Art Beautification Program, the permission granted by City to the undersigned to enter onto City property or to participate in events and activities sponsored by the Utility Box Art Beautification Program, and the permission granted by City to the undersigned to engage in any City sanctioned or sponsored events. To the extent permitted by law, Participant agrees to protect, defend, hold harmless, and indemnify City, its Council, officers, employees, volunteers and agents, from and against all claims, injury, liability, loss, cost, and expense, arising out of, occurring by reason of, or in any way connected with Participant's participation in the Utility Box Art Program, except for acts arising out of the sole negligence of City.

Signature: _____

Print Name: _____ **Date:** _____

ATTACHMENT B

Utility Box Beautification Program

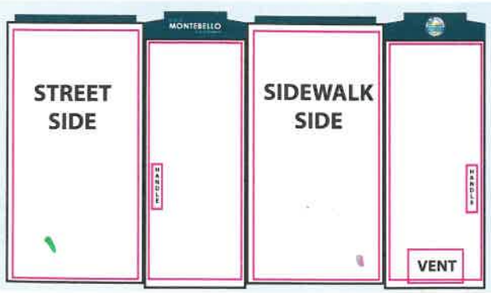
Round 2

Selected Artwork

December 8, 2021

LARGE UTILITY BOX

City of
MONTEBELLO
CALIFORNIA

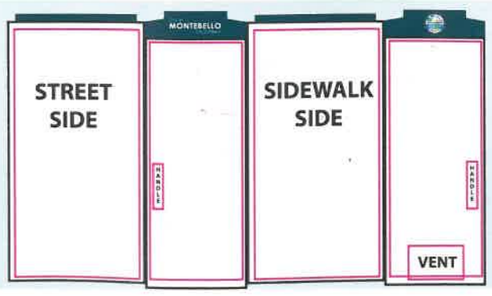


Please keep important artwork away from edges.
Be aware of handles and vent on template map.

Digital Media export at 300dpi print ready pdf or jpeg

LARGE UTILITY BOX

City of
MONTEBELLO
CALIFORNIA



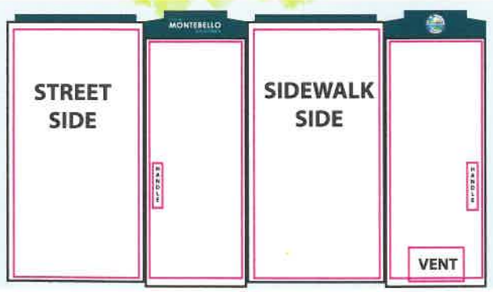
Please keep important artwork away from edges.
Be aware of handles and vent on template map.

Digital Media export at 300dpi print ready pdf or jpeg

CITY OF MONTEBELLO
INCORPORATED OCT. 16, 1920
CALIFORNIA

LARGE UTILITY BOX

City of
MONTEBELLO
CALIFORNIA

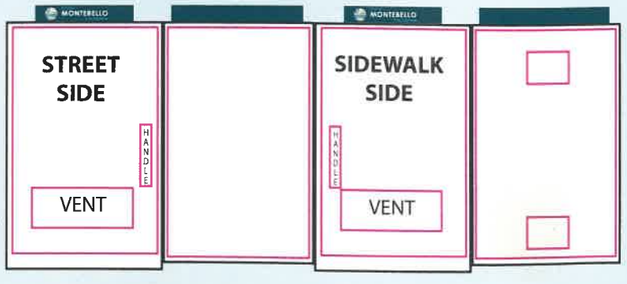


Please keep important artwork away from edges.
Be aware of handles and vent on template map.

Digital Media export at 300dpi print ready pdf or jpeg

ROBIN C. PADILLA

SMALL UTILITY BOX

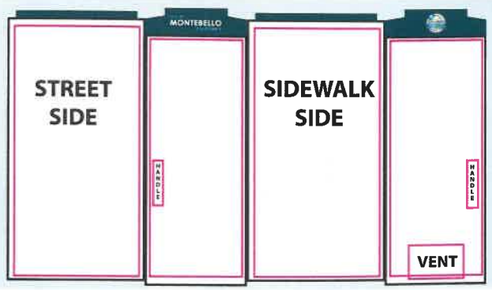


Please keep important artwork away from edges.
Be aware of handles and vent on template map.

Digital Media export at 300dpi print ready pdf or jpeg

LARGE UTILITY BOX

City of
MONTEBELLO
CALIFORNIA



Please keep important artwork away from edges.
Be aware of handles and vent on template map.

Digital Media export at 300dpi print ready pdf or jpeg

ITEM # 21

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Authorizing Submission of an Application to the Clean California Local Grant Program**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Authorize the submission of an application to the Clean California Local Grant Program; and

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

FISCAL IMPACT

With Montebello City Council approval, staff will apply for potential funding opportunity through the California Department of Transportation (Caltrans). The City could potentially receive up to $5,000,000 in funding for the beautification and placemaking of existing public spaces.

Caltrans requires a funding match of 12.5% of total project costs based on factors such as area median income and the City's CalEnviroScreen score. Based on the estimated total project cost of $5,000,000, the City will be responsible for an estimated $625,000 in matching (i.e., in-kind) project funding. Staff will return with a plan to fund the required match and/or a request to amend the budget if the grant application is successful.

BACKGROUND

Staff is seeking authorization from City Council to submit an application to Caltrans for the Clean California Local Grant Program. The grant program provides approximately

$296 million to beautify and improve streets and roads, tribal lands, parks, pathways, and transit centers to restore pride in public places. Goals of the program include enhancing, rehabilitating, restoring, or installing measures to beautify and improve public spaces and to enhance public health, cultural connections and community placemaking by improving public spaces for walking and recreation.

Staff is proposing improvements to Holifield Park in an effort to enhance park amenities and features for the community to utilize. Proposed improvements will include new picnic areas and shelters, upgrades to existing pathways, a community garden, lighting upgrades, parking lot upgrades, community center renovations, the addition of a soccer field and baseball field, and basketball court renovations.

The addition of new proposed amenities are based on the Level of Service Analysis completed for the recently approved Parks Master Plan. Based on population, the analysis determined additional amenities are needed within the City to best serve the community, such as soccer fields and baseball fields. Improvements will also incorporate sustainable designs such as bioswales, smart irrigation systems, LED lighting, parking lot solar panels, and permeable pathways.

As part of the grant application process, staff plans to conduct community outreach to supplement efforts of the Parks Master Plan to formulate a final park design prior to submitting the grant application.

SUMMARY

That the City Council authorize the submission of an application to the Clean California Local Grant Program.

ATTACHMENT

A. Attachment A – Draft Holifield Park Site Plan

ATTACHMENT A

DRAFT

LEGENDS:

1. (2) NEW BASKETBALL COURT
2. NEW LITTLE LEAGUE BASEBALL FIELD WITH ARTIFICIAL TURF
3. NEW T-BALL FIELD WITH ARTIFICIAL TURF
4. NEW SOCCER FIELD 100 X 130 YARD WITH ARTIFICIAL TURF
5. NEW FENCE
6. EXISTING POOL ROOM, RESTROOM, LOCKERS AND STORAGE TO BE RENOVATED
7. NEW MAINTENANCE STORAGE
8. NEW SPLASH PAD
9. EXISTING POOL TO BE REPLASTERED AND TO RECEIVE NEW INTERIOR LIGHTING
10. NEW PUMP ROOM WITH SOLAR HEATING SYSTEM
11. NEW LIFEGUARD STANDS
12. NEW PARKING LOT WITH PERMEABLE PARKING SPACES AND SOLAR PANEL CARPORTS
13. NEW COMMUNITY GARDEN
14. NEW PLAYGROUND WITH RUBBER SURFACE
15. NEW PICNIC AREA
16. EXISTING COMMUNITY CENTER BUILDING TO BE RENOVATED WITH NEW FLOORS, CEILINGS AND FINISHES
17. NEW RESTROOMS
18. ADJACENT STRUCTURE NOT PART OF THE SCOPE
19. NEW CALIFORNIA NATIVE WILDFLOWERS
20. EXISTING PARKING TO RECEIVE NEW AC PAVEMENT AND PERMEABLE PARKING SPACES WITH SOLAR PANEL CARPORTS
21. NEW LIGHTS WITH DOG WASTE PICKUP STATIONS AND TRASH CANS (13) TOTAL
22. NEW DRINKING FOUNTAINS (2) TOTAL
23. NEW WROUGHT IRON FENCE
24. NEW FIELD LIGHTS (11) TOTAL
25. NEW DUGOUTS (4) TOTAL

N

GRANT APPLICATION

PROPOSED SITE PLAN

1060 S GREENWOOD AVE
MONTEBELLO, CA 90640

ITEM # 22

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Brad Keller, Chief of Police

SUBJECT: **Award Professional Service Agreement No. 3944 with Axon Enterprises Inc. for Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software**

DATE: December 8, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Award a Professional Service Agreement to Axon Enterprises Inc. for Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software; and

2) Authorize the City Manager to execute an Agreement on behalf of the City; and

3) Amend the Fiscal Year 2021-22 budget by increasing appropriations a total of $169,400 in the following accounts and in the following amounts: $155,000 Account No. 100-80-815-6040.95, General Fund, Police, Support Services, Other Professional Services; and $14,400 Account No. 100-80-815-6040.65, General Fund, Police, Support Services, Equipment/Software Maint-Repair; and,

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

FISCAL IMPACT

The total five year cost of this project is $752,657, the majority of the expenses ($738,257) is for professional services related to the agreement with Axon Enterprises Inc. This amount is spread over five years, $154,451 each year (Fiscal Year 2021-22 through 2025-26). There is an additional one-time cost of $14,400 for software integration with

the City's current Computer Aided Dispatch/Records Management System software provider, Tyler Technology.

The tables below indicate the annual costs over the next five fiscal years:

Axon - $738.257

	Year 1 FY 2021-22	Year 2 FY 2022-23	Year 3 FY 2023-24	Year 4 FY 2024-25	Year 5 FY 2025-26
BWC, MAV, Docks, Evidence.com Licenses, Unlimited Storage.	$154,451.45	$145,951.42	$145,951.42	$145,951.42	$145,951.42

Tyler Technologies - $14,400

	Year 1 FY 2021-22	Year 2 FY 2022-23	Year 3 FY 2023-24	Year 4 FY 2024-25	Year 5 FY 2025-26
Tyler Technologies Interface/Export	$14,400.00				

For the first year of implementation, the $169,400 total cost will be recorded in the General Fund (Account Nos. 100-85-815-6040.95 and 6040.65). The City Council is being asked to amend the FY 2021-22 budget by increasing appropriations in each of those accounts.

In subsequent fiscal years, non-General Fund sources of funding could be available (e.g., Asset Forfeiture, Department of Justice Grants, etc.). Staff will work to identify alternative funding sources in future fiscal years so as to minimize the impact on the General Fund. Subsequent budgets will include appropriate funding through the regular budget process.

BACKGROUND

It has been the desire of the City to provide police personnel with all the necessary tools to conduct their duties efficiently and in the best interest of the community and the City. Technology is continually advancing and as such it is imperative that law enforcement keep up with those advancements. One such advancement is the use of audio and video recordings both by law enforcement and those witnessing law enforcement activity.

Often audio and video recordings by civilians of law enforcement activity are released to the public without the entire encounter being captured and/or released. It is crucial that law enforcement have the ability to record law enforcement activity to ensure that all and not just part of law enforcement encounters are being recorded. The advancements in technology to record, retain, and maintain audio and visual recordings is costly but in the past several years has become more affordable to most police agencies in the country.

Police cameras improve police accountability and lower reports of police misconduct. Police cameras are powerful tools in prosecuting cases including cases of domestic violence. Police cameras have become widely used throughout the country and have strong support from members of the public.

The Montebello Police Department conducted a Body Worn Cameras (BWC) and Mobile Audio Video (MAV) test trial phase with three vendors in early 2021. The test trial phase was done to evaluate the needs of the department and to develop a comprehensive RFP.

Staff received City Council approval to issue a Request for Proposals (RFP) at the April 28, 2021 meeting. Subsequently, RFP 21-34 was published via The Daily Journal and posted on Planet Bids inviting proposals from highly qualified contractors for body worn cameras, mobile audio video, and maintenance and software configuration in August 2021. Six companies responded to the proposal.

A selection process was used to evaluate proposals based on various components based on a combination of qualitative and price considerations. Qualitative considerations included; management plan, experience and qualifications, technical approach, compatibility and ease of integration with existing software (i.e., Computer Aided Dispatch (CAD) and Report Management System (RMS) equipment), quality of proposed personnel, training, technical support, and ongoing maintenance. The selection process included a full review of each proposal and personal reference contact with agencies currently using the vendors.

Four vendors met the needs of the department and qualifications requested in RFP 21-34. The following four (4) proposers were ranked in accordance with the guidelines of RFP No. 21-34 and were evaluated based on the understanding of the scope of work, project approach, budget, references, and other criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

1) Axon - $738.257
2) Motorola - $817,000
3) LensLock - $589,236
4) Getac Video - $643,625

Axon was selected over the competitors based upon a review of qualitative attributes (work plan, project approach, references and experience) presented in the proposal.

DISCUSSION

Staff recommends acquiring Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software from Axon. Axon has become the industry standard since it created its first BWC in 2009, continuously improving and excelling in the

business. They currently have contracts with the Los Angeles Police Department and Los Angeles County Sherriff's Office, as well as agencies similar in size to the Montebello Police Department: Alhambra, Beverly Hills, Gardena, Redondo Beach and South Gate. Axon provides a system that will ensure reliable recording of enforcement and investigative contacts with the public. Included in the proposal are warranties, hardware upgrade/replacement at 30 months, unlimited cloud storage on all Axon recordings, auto-redaction software, along with all equipment necessary to roll out the program.

Additionally, Axon has proprietary software, "Axon Performance", which selects videos at random for auditing purposes to ensure conformance with established Montebello Police Department policy. Auto auditing is important to promote transparency to the community along with ensuring officers that the audit is done fairly. Axon is the only vendor that has this capability. This software also saves staff hours in manually selecting recordings for review.

There is an additional start-up cost required to integrate the City's current Tyler Technology's Computer Aided Dispatch (CAD) and Report Management System (RMS) with Axon. Tyler Technologies provided a quote of a one-time fee of $14,400. This additional, one-time cost is needed to implement the BWC system.

SUMMARY

Staff recommends that the City Council approve and award the contract with Axon and amend the Fiscal Year 2021-22 budget by increasing appropriations a total of $169,400 in the following accounts and in the following amounts: $155,000 Account No. 100-80-815-6040.95, General Fund, Police, Support Services, Other Professional Services; and $14,400 Account No. 100-80-815-6040.65, General Fund, Police, Support Services, Equipment/Software Maint-Repair, and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENTS:

A. Attachment A – RFP 21-34
B. Attachment B – Axon Quote
C. Attachment C – Tyler Technologies Quote
D. Attachment D – Draft Agreement No. 3944

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 21-34

Body Worn Camera and Mobile Audio Video System

August 26th,2021

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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INTRODUCTION

The City of Montebello invites your company to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your company. Proposals 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 in order to qualify for consideration. The successful bidder will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

The City of Montebello Police Department is a full-service organization committed to traditional values of close community involvement and the value of the individual employee. The Department is big enough to provide challenge and variety, yet small enough to treat each employee as a person, not a number. The agency consists of 74 sworn Officers, 10 Reserve Officers, and 29 Civilian personnel organized into three divisions: Field Services, Investigative Services, and Support Services. A Reserve Officer Corps, a Police Chaplain Corps, a Police Explorer Program and a civilian Citizen's on Patrol program augment the Department. The Department management team consists of the Chief of Police, 2 Captains, 6 Lieutenants, 10 Sergeants, and 2 Civilian Supervisors. The Department maintains specialized units in many areas including, Traffic Investigations, Adult and Juvenile Investigations, Narcotics Investigations, Gang Investigations, K-9 unit, and a Training bureau.

The primary intent of this Request for Proposal is to enter into an agreement with a contractor capable of providing Body Worn Camera and Mobile Audio Video Equipment systems based upon the needs of the Montebello Police Department.

DATE: August 26th, 2021

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.21-34

TITLE: CITY OF MONTEBELLO and MONTEBELLO POLICE DEPARTMENT

BODY WORN CAMERA AND MOBILE AUDIO VIDEO EQUIPMENT SYSTEMS

The City, Montebello Police Department, is soliciting proposals from qualified contractor to provide Body Worn Camera and Mobile Audio Video Equipment systems for the Montebello Police Department.

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

Name: Briannon Padilla
Title: Management Analyst
Address: 1600 W. Beverly Blvd.
Montebello, CA 90640
Telephone: (323) 887-1200 ext.223
E-mail: bpadilla@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Montebello department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **September 23rd, 2021 at 1500 hours Pacific Standard Time** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Montebello hereby notifies all prospective Proposers that the City will require each Proposer to affirmatively demonstrate that Disadvantaged Business Enterprises (DBE) are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

TIMETABLE & SCHEDULE OF EVENTS

Thursday	August 26, 2021	REQUEST FOR PROPOSAL (RFP) RELEASE
Thursday	September 9, 2021	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Thursday	September 16, 2021	ANSWERS TO QUESTIONS
Thursday	September 23, 2021	PROPOSAL DUE DATE BY 1500 HOURS PST
TBD	PRESENTATIONS & INTENT TO AWARD	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 7	
2	Letter of Transmittal Licensing, Permits, Certificates, and Taxes	Page # 10	
3	Letter of Transmittal	Page # 31	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Price Summary Sheet	Exhibit D	
8	Sample Selection & Assessment Tool	Exhibit E	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to **1500 hours PST on September 23, 2021.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello to accept or reject any portion of the submitted requests.

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP; (2) Proposer comprehends all conditions that may impact the Proposal; (3) Proposer has reviewed all addenda; and (4) Proposer is capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP in a manner that meets the City's objectives. Failure of the Proposer to examine the documents and inform itself shall be at the Proposer's own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **1500 hours PST on September 9, 2021.** Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. No questions will be answered individually by the City or Montebello Police Department. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MPD prior to becoming a Contract modification.

Contract Termination: MPD may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MPD shall pay the CONSULTANT his allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by MPD to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MPD shall pay the CONSULTANT a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

CONSULTANT shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the CONSULTANT provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value") as described to the City, based on the Evaluation Criteria. The City reserves the right to:

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

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

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

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

Point of Contact

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

during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Police Department
Attention: Briannon Padilla,
Management Analyst
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 ext. 223
Email: bpadilla@cityofmontebello.com

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

EVALUATION OF PROPOSALS

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

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

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

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

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon

the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Chief of Police.

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	Work Plan	10 points
2	Customer Service Support	20 points
3	Qualifications and Experience	20 points
4	Product (Hardware)	30 points
	TOTAL	**80 points**

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer's Price Proposal (PP) will be compared to the proposal with the best value to the City. The best value responsive price will receive the total weighted value for this criterion **(20 points).** All other PPs will be scored as follows:

Proposer Price Score = Best Value Proposal x 20 (Total Points Available for Price Evaluation)

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

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

A. The Potential Vendor shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity, and the length of time the firm has been providing the requested service.
B. The Potential Vendor shall list the proposed key members of staff to be assigned to the City's contract including their roles and estimated participation in delivering the services.
C. The Potential Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs.
D. The Potential Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.
E. If selected, Vendor, and any of their employees who work with the video system, must agree to submit and pass a criminal background check.

SECTION 4 – SCOPE OF WORK

CAMERA, MAV AND SOFTWARE CONSIDERATIONS

Camera Characteristics:

- Maximum total combined weight of device to be worn by officers, in ounces
- Minimum recording capability on a single battery charge, in hours
- Minimum storage capacity on the device, in hours
- Minimum sustained stand-by battery life without recharging, in hours
- Recording indicator visible to the operator
- Ability for the officer/operator to turn the recording indicator off and on
- Minimum field of vision, in degrees
- Low light functionality similar to the human eye
- Ability to disable night vision function,
- Ability to transfer camera between multiple locations on the body
- Maximum number of wire or cable connections for the worn device
- Auto-tagging function for date/time, including hours, minutes, and seconds
- Additional product literature
- BWC attachment/accessory options (Molly, belt clip, magnetic clip)

- Ability to mute
- Record after the fact or prerecorded feature

MAV Characteristics:

- Minimum storage capacity on the device, in hours
- Ability to view the video via monitor or ability to connect to our existing MDC system to view the video
- Ability to disable night vision function
- Auto-tagging function for date/time, including hours, minutes and seconds
- Additional product literature
- Record after the fact (total storage in hours/days)
- Auto-trigger / BITS system (Code 3, weapon system, rear door)
- Record after the fact or prerecorded feature

Evidence/Video Management System (Evidence.com, Evidence Library.com etc.)

- Ability to store video/audio (Storage, Cloud)
- Ability to share video(s) via link onto the video management system
- Ability to share video(s) with the District Attorney's Office
- Ability to share video(s) with other agencies
- Ability to store videos, pictures from outside source (Ring, NEST, Surveillance Camera)
- Auto audit feature (Automatically pull random videos for audit)
- Redaction feature (Video and Audio)

Display and Access:

- Ability to view the video in the field (screen monitor)
- Presence of enhanced user authentication
- Existence of a log showing users that have viewed and copied the video
- Ability to set and control the length of video retention by the System Administrator
- Identified management of account administration
- Ability to support multiple concurrent user log-ins
- Existence of customized search criteria
- Built in audio and video redaction capability
- Customizable logs/reports

Technical Capabilities:

- Capability with existing Department software (Tyler Tech and New World System)
- Disclose additional cost to interface with Tyler Tech and CAD/RMS

System Warranty:

- Minimum warranty for all patches, hardware, and software with option to extend warranty
- Articulated Return Material Authorization process
- Maximum time allowed for replacement of inoperable equipment by the vendor
- Turnaround time for replacement of equipment (BWC/MAV System)
- Upgrade BWC/MAV System as new versions (Equipment and software) come out

Storage

- Ability to export video in an industry standard file format
- Acknowledgment that all data is property of the city and must be made available at no additional cost
- Storage solution compliance with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. No external party-initiated connections will be allowed. The storage facility must be located within the United States (lower 48) including data storage for disaster recovery (DR) solutions. [NOTE: For additional information on CJIS standards, please see https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center.]
- Clear indication of storage costs, equipment replacement costs, and cloud transactions costs. Disclosure of all additional costs.
- Ability to export audit trail along with video, including redactions. Identified scope of audit trail.
- Identified data integrity.
- Capability to produce digitally authenticated duplicates.

Technical Component:

- Ability to index data, e.g. officer name, serial number, date/time of recording, report number, and type of crime.
- Ability to automatically integrate with CAD systems and list or identify supported CAD vendors.
- Identified technical support and assistance that will include, but not be limited to the following; devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades, and video retrieval software and procedures.
- Identified areas of expertise and resources available both nationally and locally to provide the requested services.
- Described process for video uploading
- Supported integration system to support integration for the backup of data (including video and database with audit logs) for data integrity in the event of corruption or malware.

- Supported local backend infrastructure in addition to CJIS compliant cloud storage with the ability to migrate in either direction at the discretion of the police department.
- Redaction software and services with auto redaction features in response to public information requests; (including additional costs if applicable)

Customer Support:

- Able to provide 24/7 customer support (Live person).
- Provide quick response in reference to any critical incident(s) where we may need assistance.

Total Equipment Count:

Body worn Camera

- 74 Sworn Personnel
- 8 Spares

Total 82 Body Worn Cameras

MAV system

- 32 Patrol Vehicles
- 2 Motors

Total 34 MAV system

SECTION 5 – FORM OF CONTRACT (SAMPLE)

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____ WITH _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, **202_** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____ (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 _____ 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. **SERVICES / COMPENSATION.**

A. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ 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 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 _____ 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 no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. **TERM.**

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, 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.

SECTION 3. 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 4. WORK PRODUCT.

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 5. 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 6. 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 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days 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 and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) 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 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of the CITY shall be personally liable to 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 10. 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.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. 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 the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS 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 PERS 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.

b. 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 12. 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 13. 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.

SECTION 14. INSURANCE COVERAGE.

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.

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.

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

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

Each insurance policy required above shall state that coverage shall not be canceled, except after

thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. 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.

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).

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.

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.

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.

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.

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.

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

SECTION 15. 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 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 21. NOTICE.

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

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

With a copy to:

City of Montebello – Montebello Police Department
Attn: Brad Keller, Chief of Police
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to Consultant:

Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email

SECTION 22. 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 23. 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 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 24. 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]

("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")

CONSULTANT NAME

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Montebello Police Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO_____

BODY WORN CAMERAS AND MOBILE AUDIO VIDEO EQUIPMENT SYSTEM

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

_____

Typed or Printed Name

_____

Title

_____

Title

_____

Date _____ Date _____

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

_____ _____

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP BODY WORN CAMERAS AND MOBILE AUDIO VIDEO EQUIPMENT SYSTEM

Indemnitor(s): _____

(List all names)

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

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

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

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

"Indemnitor"

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

EXHIBIT B

REFERENCES

At Least Three (3) References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $500,000 per occurrence for all covered losses and no less than $1,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $500,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

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

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

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

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

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

EXHIBIT D

PRICE SUMMARY SHEET

Enter below the proposed price for each listing described in the Scope of Work. Prices shall include direct costs, indirect costs. All costs must be included in the price summary sheet along with a not-to-exceed price. The City's intention is to award a firm-fixed-price contract.

Item/ Description	Replacement Frequency (if applicable)	Cost
Body Worn Cameras (BWC)		
Additional Accessories and/or Mounting Options for BWCs		
Additional Accessories and/or Mounting Options for BWCs		
Docking Stations		
Mobile Audio Video (MAV)		
Additional Accessories and/or Mounting Options for MAV's		
Cloud Storage- Unlimited		
Cloud Storage- Limited per GB		
Hard Storage- Unlimited		
Hard Storage- Limited per GB		
24-Hour Technical Support		
Service/Repair/Replacement for Newer Models		
Warranty		
CAD integration		
Redaction software		
Evidence.com or any evidence related storage for BWC, MAV & external videos and/or audio		

Sample Budget/Price Sheet Template. The example below is meant to demonstrate that all components of the proposal must be itemized, including but not limited to, listing equipment/software for the BWC and MAV separately.

Police Department Body Worn Camera Procurement
Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Hardware--Itemize each piece of hardware equipment necessary for body-worn camera program implementation and show basis for computation. Generally, include any materials that are expendable or consumed during the course of the project.

	Computation		Cost
Hardware Items	Quantity	Unit Price	
Wearable Cameras			$0.00
Accessories (collar, epaulette, etc.)			$0.00
Evidence Transfer Manager (docking station)			$0.00
Hardware Maintenance & Support- Yr2 and Yr3			$0.00
Hardware Maintenance & Support- Yr4 and Yr5			$0.00
Subtotal Hardware			$0.00

B. Software--Itemize each piece of software equipment necessary for body-worn camera program implementation and show basis for computation.Generally, include any materials that are expendable or consumed during the course of the project

	TOTAL
Software Maintenance & Support- Yr2 and Yr3	$0.00
Software Maintenance & Support- Yr4 and Yr5	$0.00
Hosting Storage --immediate access	$0.00
Hosting Storage --cold storage Tier 2 Archival storage	$0.00
Subtotal Software	$0.00
Total Hardware and Software **TOTAL**	$0.00

C. Services-- Please provide information on costs associated with the body-worn camera program implementation including (but not limited to): training activities, additional storage, etc Show basis for computation. Generally, include any additional services or fees that are incurred during the course of the project.

	Quantity	Unit Price	
Training Program			$0.00
End Users -- Train the Trainer			$0.00
System Administrator			$0.00
Fixed Labor Rates for additional training			$0.00
Evidence Transfer via Wireless Solution			$0.00
Additional Storage			$0.00
Subtotal Services			$0.00

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Hardware	$0.00
B. Software	$0.00
C. Services	$0.00
TOTAL PROJECT COSTS	$0.00

1. I acknowledge receipt of RFP No. 21-34 and Addenda No.(s) _____.

2. This offer shall remain firm for _____ days from the date of the proposal.
(Minimum 120)

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

EXHIBIT E

SAMPLE SELECTION & ASSESSMENT TOOL

BWC Selection & Assessment Tool

SYSTEM QUESTIONS

If you would like multiple solutions considered, please submit one form for each proposed solution.

No.	Question	Vendor Response	Cost of Any Modification
	General Requirements		
	1.0 PHYSICAL ASPECTS		
1.1	What is the Model Number and Name of the Body Worn Camera (BWC) which you are proposing?		
1.2	Describe and Explain the BWC mounting options (e.g., Head, Chest, Glasses, Helmet, Various).		
1.3	Identify optional mounting locations and devices w/costs required to use the optional mounting location.		
1.4	What is the weight of the device?		
1.5	What are the dimensions of the device?		
1.6	How is the battery recharged?		
1.7	Is the device instant-on with battery replacement?		
1.8	Describe the field serviceability of the replaceable battery.		
1.9	How long does it take for the battery to recharge?		
1.10	Is there a battery charge indicator light? If so, please describe.		
1.11	Is there a back-up battery in the event that the primary battery fails? If so, please describe.		

1.12	Is there a visual indicator of active Recording? If so, please describe.		
1.13	Describe the in-field playback capabilities and the user interface (audio and visual).		
1.14	What is your certified International Protection Rating for Dust and Water protection?		
1.15	What is your certified drop test rating per Mil Standard 810?		
1.16	Describe any restrictions on downloading or uploading data outside of the formal		
1.17	Does the proposed device allow for expanded optional memory? If so, describe the process to upgrade the memory.		
2.0 EQUIPMENT PERFORMANCE			
Video Resolution and Frame Rate			
2.1	*Recording frame rate at 60 frames preferred second (fps) is required. Please describe any deviation from this.		
2.2	What is your maximum resolution for recording at 60 fps?		
2.3	Please define your maximum camera resolution.		
2.4	Does your video recording comply with H.264 video compression standards? If not, please describe the proposed equipment standard.		
Field of View			
2.5	Please list the field of view specification and describe how it balances depth versus breadth.		
2.6	Does the unit have the ability to capture still photo? If yes, at what Megapixel?		

2.7	Does the unit apply date and time stamp? Identify the format.		
2.8	Describe GPS marking capabilities and attributes.		
2.9	Operational time and Storage capacity of (12) hours continuous at highest video resolution and frame rate available per device is required. Describe any deviation from this. *please note resolution and frame rate in response		
2.10	What is the Lux rating (to what lux operational scale?)		
2.11	Please describe night mode; distance, clarity and field of view.		
2.12	Does the camera capture 30 Seconds pre-event record? what is included in pre-event capture.		
2.13	What capabilities exist to prevent deletion or modification of any captured video locally (on the device)?		
2.14	Is there functionality to allow for event marking at any time during recording? Please describe.		
3.0 APPLICATION PERFORMANCE			
3.1	Describe the functionality of the proposed application.		
3.2	How is the application deployed and supported? Is it an on premise or cloud application or a hybrid?		
3.3	How often is the application upgraded? Please describe the upgrade process.		
3.4	Describe how the video content is moved from the BWC to the application repository.		
3.5	Will the proposed application support the management of uploaded video from other recording sources? (Will the application allow import, playback and editing of other video formats?)		

3.6	System must have 24x7 help / support services available. Please describe any deviations from this.		
3.7	Describe security access and permissions. Is it granular enough to segregate / limit access to video content data? Please describe how your application accomplishes this.		
3.8	Where is the data stored (video, audio and metadata)?		
3.9	How is the data backed up?		
3.10	System must support an enterprise-wide single sign-on user authentication process that allows individual users to log-on to different systems with one global user ID and password. Please describe how you accomplish this.		
3.11	What capabilities exist to set retention periods for data storage and can this be managed by system administrators.		
3.12	System should be certified to National Standards. What certifications does your system have?		
3.13	System must be compatible with current web browsers (Chrome, Firefox, Safari, Internet Explorer) to access system functions and ensuring security of the system and data. Please describe your approached to browser compatibility.		
3.14	Video clearinghouse methodology -- how does the application/process prevent flooding the network with uploading requests?		
3.15	Are there restrictions on the number of simultaneous uploads?		
3.16	Please describe any performance metrics		

3.17	What are the bandwidth requirements for one unit downloading the maximum video capacity?		
3.18	Describe any attributes of your system that allow for download management.		
3.19	Does your software allow video marking with searchable metadata?		
3.20	Please describe redaction capabilities within the software, if any.		
3.21	What capabilities exist to audit system access and modifications? Please describe the chain of custody abilities to determine who has accessed, viewed, edited or copied data.		
4.0 TRAINING AND IMPLEMENTATION			
4.1	Vendor must train all staff on-site. Staff consists of: Maximum of __ Officers, __ Command Staff, ___ Administrators. Please describe your approach to training.		
4.2	System must have system administrators trained by vendor on-site for how to do configurations, user permissions, etc. Please describe your approach to admin training.		
4.3	System must have Vendor provided training on Quality Control through audit trail. Please describe your approach.		
4.4	System Vendor must provide training on how the system produces customized, ad-hoc, aggregate reports.		
5.0 CONTRACT TERMS AND CONDITIONS			
5.1	Please provide a sample contract. Please describe our data rights and how		
5.2	Please describe our data rights and how we would retrieve our data and information in the event of our relationship being terminated.		

5.3	Please provide a cost summary and itemization. Include the cost of any modifications.		
5.4	If a cloud solution, please describe CALEA and CJIS compliance for both the application and hosting. Please describe any other compliance considerations. NOTE: CALEA (OPD Accrediting Body) requires that if we use a service provider for electronic storage of data (i.e. vendor or cloud storage) the written agreement establishes: a) data ownership; b) data sharing, access, and security; c) loss of data, irregularities and recovery; d) data retention and redundancy; e) required reports, if any; and f) special logistical and financial arrangements.		
5.5	Please describe the length of contract you are proposing and how replacements and upgrades will be handled.		
5.6	Describe the equipment refresh contracts available; i.e. Lease, hardware maintenance, warranty, etc.		
5.7	Please describe how the contract will be structured to allow for expansion of additional units or to other law enforcement entities.		
5.8	Will the company send legal representation to present in a legal case in the event there is a lawsuit pertaining to use and application of the BWC?		

ATTACHMENT B

Q-352559-44503.720KW

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Issued: 11/03/2021
Quote Expiration: 01/24/2022
EST Contract Start Date: 02/01/2022
Account Number: 109363
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1600 W Beverly Blvd 1600 W Beverly Blvd Montebello, CA 90640-3932 USA	Montebello Police Department - CA 1600 W Beverly Blvd Montebello, CA 90640-3932 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	 Phone: (323) 887-1313 Email: bzeissig@cityofmontebello.com Fax:

Program Length	60 Months
TOTAL COST	$706,924.46
ESTIMATED TOTAL W/ TAX	$738,257.11

Bundle Savings	$141,048.42
Additional Savings	$96,285.30
TOTAL SAVINGS	$237,333.72

PAYMENT PLAN: Jan 2022

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Body Cameras, Docks, Evidence.com Licenses, Unlimited Storage	Jan, 2022	$3,054.51	$96,261.47
		Payment Total	**$96,261.47**

PAYMENT PLAN: Feb 2022

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Professional Services	Feb, 2022	$0.00	$8,500.00
		Payment Total	**$8,500.00**

PAYMENT PLAN: May 2022

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Fleet 3 Dash Cameras (32) + Signal Units for Motors (2)	May, 2022	$3,212.02	$49,689.98
		Payment Total	**$49,689.98**

PAYMENT PLAN: Jan 2023

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Body Cameras, Docks, Evidence.com Licenses, Unlimited Storage	Jan, 2023	$3,054.51	$96,261.47
Fleet 3 Dash Cameras (32) + Signal Units for Motors (2)	Jan, 2023	$3,212.02	$49,689.95
		Payment Total	**$145,951.42**

PAYMENT PLAN: Jan 2024

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Body Cameras, Docks, Evidence.com Licenses, Unlimited Storage	Jan, 2024	$3,054.51	$96,261.47
Fleet 3 Dash Cameras (32) + Signal Units for Motors (2)	Jan, 2024	$3,212.02	$49,689.95
		Payment Total	**$145,951.42**

PAYMENT PLAN: Jan 2025

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Body Cameras, Docks, Evidence.com Licenses, Unlimited Storage	Jan, 2025	$3,054.51	$96,261.47
Fleet 3 Dash Cameras (32) + Signal Units for Motors (2)	Jan, 2025	$3,212.02	$49,689.95
		Payment Total	**$145,951.42**

PAYMENT PLAN: Jan 2026

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE

Body Cameras, Docks, Evidence.com Licenses, Unlimited Storage	Jan, 2026	$3,054.51	$96,261.47
Fleet 3 Dash Cameras (32) + Signal Units for Motors (2)	Jan, 2026	$3,212.02	$49,689.95
		Payment Total	**$145,951.42**

BILLED ON FULFILLMENT		
PLAN NAME	**INVOICE DATE**	**AMOUNT DUE**
None	As Fulfilled	$0.00

Quote Details

Bundle Summary		
Item	**Description**	**QTY**
AB3C	AB3 Camera Bundle	74
AB3C	Additional Spare Body Cameras	6
AB3MBD	AB3 Multi Bay Dock Bundle	9
ProLicense	Pro License Bundle	22
BasicLicense	Basic License Bundle	62
DynamicBundle	Unlimited Axon Device Storage	74
DynamicBundle	Dynamic Bundle	74
DynamicBundle	Signal Units for Motorcycle Officers	2
Fleet3B	Fleet 3 Basic	32
DynamicBundle	Professional Services Training	1
BWCamTAP	Body Worn Camera TAP Bundle	74
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	9
BWCamTAP	Body Worn Camera TAP Bundle	6

Bundle: AB3 Camera Bundle	Quantity: 74	Start: 2/1/2022	End: 1/31/2027	Total: 51726 USD				
Category	**Item**	**Description**	**QTY**	**List Price**	**Discount**	**Tax**	**Net Price**	**Total(USD)**
Camera	73202	AXON BODY 3 - NA10	74	$699.00	0.00%	$5,301.91	$699.00	$51,726.00
Spare Camera	73202	AXON BODY 3 - NA10	2	$0.00	0.00%	$0.00	$0.00	$0.00

Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	27	$0.00	0.00%	$0.00	$0.00	$0.00
Camera Mount	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	27	$0.00	0.00%	$0.00	$0.00	$0.00
Camera Mount	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	27	$0.00	0.00%	$0.00	$0.00	$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	82	$0.00	0.00%	$0.00	$0.00	$0.00

Bundle: Additional Spare Body Cameras Quantity: 6 Start: 2/1/2022 End: 1/31/2027 Total: 0 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	6	$699.00	100.00%	$0.00	$0.00	$0.00
Camera Mount	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	7	$0.00	0.00%	$0.00	$0.00	$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	7	$0.00	0.00%	$0.00	$0.00	$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 9 Start: 2/1/2022 End: 1/31/2027 Total: 13850.1 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	9	$1,495.00	0.00%	$1,379.12	$1,495.00	$13,455.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9	$0.00	0.00%	$0.00	$0.00	$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	9	$43.90	0.00%	$40.52	$43.90	$395.10

Bundle: Pro License Bundle Quantity: 22 Start: 2/1/2022 End: 1/31/2027 Total: 48906 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	22	$39.00	5.00%	$0.00	$37.05	$48,906.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	66	$0.00	0.00%	$0.00	$0.00	$0.00

Bundle: Basic License Bundle Quantity: 62 Start: 2/1/2022 End: 1/31/2027 Total: 53010 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	62	$15.00	5.00%	$0.00	$14.25	$53,010.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	62	$0.00	0.00%	$0.00	$0.00	$0.00

Bundle: Unlimited Axon Device Storage	Quantity: 74	Start: 2/1/2022	End: 1/31/2027	Total: 101232 USD				
Category	**Item**	**Description**	**QTY**	**List Price**	**Discount**	**Tax**	**Net Price**	**Total(USD)**
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	74	$24.00	5.00%	$0.00	$22.80	$101,232.00

Bundle: Dynamic Bundle	Quantity: 74	Start: 2/1/2022	End: 1/31/2027	Total: 113886 USD				
Category	**Item**	**Description**	**QTY**	**List Price**	**Discount**	**Tax**	**Net Price**	**Total(USD)**
Other	73682	AUTO TAGGING LICENSE	74	$9.00	5.00%	$0.00	$8.55	$37,962.00
Other	73478	REDACTION ASSISTANT USER LICENSE	74	$9.00	5.00%	$0.00	$8.55	$37,962.00
Other	73739	PERFORMANCE LICENSE	74	$9.00	5.00%	$0.00	$8.55	$37,962.00

Bundle: Signal Units for Motorcycle Officers	Quantity: 2	Start: 2/1/2022	End: 1/31/2027	Total: 1221.68 USD				
Category	**Item**	**Description**	**QTY**	**List Price**	**Discount**	**Tax**	**Net Price**	**Total(USD)**
Other	70112	AXON SIGNAL UNIT	2	$279.00	0.00%	$57.19	$279.00	$558.00
Other	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	2	$25.00	0.00%	$5.13	$25.00	$50.00
Other	80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	2	$250.00	0.00%	$0.00	$250.00	$500.00
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	2	$1.16	0.00%	$11.65	$1.16	$113.68

Bundle: Fleet 3 Basic	Quantity: 32	Start: 6/1/2022	End: 1/31/2027	Total: 231167.99 USD				
Category	**Item**	**Description**	**QTY**	**List Price**	**Discount**	**Tax**	**Net Price**	**Total(USD)**
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	64	$17.00	22.28%	$0.00	$13.21	$47,351.96
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	32	$20.00	22.28%	$0.00	$15.54	$27,854.09
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$2,405.00	22.28%	$6,130.71	$1,869.12	$59,811.69
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	32	$1,509.00	22.28%	$3,846.66	$1,172.76	$37,528.42
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	32	$270.00	22.28%	$688.26	$209.84	$6,714.83
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	32	$25.00	22.28%	$63.72	$19.43	$621.74
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	32	$1,200.00	22.28%	$3,058.99	$932.61	$29,843.67

Spare Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$2,405.00	22.28%	$191.60	$1,869.12	$1,869.12
Axon Signal Unit	70112	AXON SIGNAL UNIT	32	$279.00	22.28%	$711.20	$216.83	$6,938.65
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	32	$25.00	22.28%	$63.72	$19.43	$621.74
SIM	72034	FLEET SIM, VZW	32	$15.00	22.28%	$38.25	$11.66	$373.05
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$8.96	22.28%	$1,027.83	$6.96	$10,027.47
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$8.96	22.28%	$32.13	$6.96	$313.36
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	32	$1.16	22.28%	$133.07	$0.90	$1,298.20

Bundle: Professional Services Training Quantity: 1 Start: 2/1/2022 End: 1/31/2027 Total: 8500 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	85055	AXON FULL SERVICE	1	$17,000.00	50.00%	$0.00	$8,500.00	$8,500.00
Other	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$0.00	0.00%	$0.00	$0.00	$0.00

Bundle: Body Worn Camera TAP Bundle Quantity: 74 Start: 2/1/2022 End: 1/31/2027 Total: 68376 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	74	$11.67	59.93%	$2,128.19	$4.68	$20,762.94
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	76	$755.00	59.93%	$2,356.76	$302.54	$22,993.00
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	76	$790.00	59.93%	$2,466.02	$316.56	$24,058.90
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2	$11.67	59.93%	$57.53	$4.68	$561.16

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 9 Start: 2/1/2022 End: 1/31/2027 Total: 15048.69 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9	$21.00	68.91%	$361.35	$6.53	$3,525.23
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9	$1,610.00	61.14%	$577.14	$625.62	$5,630.58
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9	$1,685.00	61.14%	$604.00	$654.76	$5,892.88

Bundle: Body Worn Camera TAP Bundle	Quantity: 6	Start: 2/1/2022	End: 1/31/2027	Total: 0 USD				
Category	**Item**	**Description**	**QTY**	**List Price**	**Discount**	**Tax**	**Net Price**	**Total(USD)**
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	6	$11.67	100.00%	$0.00	$0.00	$0.00
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	6	$755.00	100.00%	$0.00	$0.00	$0.00
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	6	$790.00	100.00%	$0.00	$0.00	$0.00

INDIVIDUAL ITEMS							
Category	**Item**	**Description**	**QTY**	**List Unit Price**	**Discount**	**Net Unit Price**	**Total(USD)**
						Total:	**0**

Item	Description	QTY	Delivery/ Start	End Date	List Price	Tax	Net Price	Total(USD)
AB3C	AB3 Camera Bundle	74	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
AB3C	Additional Spare Body Cameras	6	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	9	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
ProLicense	Pro License Bundle	22	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
BasicLicense	Basic License Bundle	62	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
DynamicBundle	Unlimited Axon Device Storage	74	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - NA10	74	01/01/2022	01/31/2027	$699.00	$5,301.91	$699.00	$51,726.00
73202	AXON BODY 3 - NA10	2	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	27	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	27	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	27	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	82	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00

73202	AXON BODY 3 - NA10	6	01/01/2022	01/31/2027	$699.00	$0.00	$0.00	$0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	7	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	7	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
74210	AXON BODY 3 - 8 BAY DOCK	9	01/01/2022	01/31/2027	$1,495.00	$1,379.12	$1,495.00	$13,455.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	9	01/01/2022	01/31/2027	$43.90	$40.52	$43.90	$395.10
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	22	02/01/2022	01/31/2027	$39.00	$0.00	$37.05	$48,906.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	66	02/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
73840	EVIDENCE.COM BASIC LICENSE	62	02/01/2022	01/31/2027	$15.00	$0.00	$14.25	$53,010.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	62	02/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	74	02/01/2022	01/31/2027	$24.00	$0.00	$22.80	$101,232.00
DynamicBundle	Dynamic Bundle	74	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
DynamicBundle	Signal Units for Motorcycle Officers	2	01/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
Fleet3B	Fleet 3 Basic	32	05/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
73682	AUTO TAGGING LICENSE	74	02/01/2022	01/31/2027	$9.00	$0.00	$8.55	$37,962.00
73478	REDACTION ASSISTANT USER LICENSE	74	02/01/2022	01/31/2027	$9.00	$0.00	$8.55	$37,962.00
70112	AXON SIGNAL UNIT	2	01/01/2022	01/31/2027	$279.00	$57.19	$279.00	$558.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	2	01/01/2022	01/31/2027	$25.00	$5.13	$25.00	$50.00
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	2	01/01/2022	01/31/2027	$250.00	$0.00	$250.00	$500.00
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	64	06/01/2022	01/31/2027	$17.00	$0.00	$13.21	$47,351.96
80400	FLEET, VEHICLE LICENSE, LICENSE	32	06/01/2022	01/31/2027	$20.00	$0.00	$15.54	$27,854.09

72036	FLEET 3 STANDARD 2 CAMERA KIT	32	05/01/2022	01/31/2027	$2,405.00	$6,130.71	$1,869.12	$59,811.69
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	32	05/01/2022	01/31/2027	$1,509.00	$3,846.66	$1,172.76	$37,528.42
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	32	05/01/2022	01/31/2027	$270.00	$688.26	$209.84	$6,714.83
74110	FLEET ETHERNET CABLE, CAT6, 25 FT	32	05/01/2022	01/31/2027	$25.00	$63.72	$19.43	$621.74
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	32	04/01/2022	01/31/2027	$1,200.00	$3,058.99	$932.61	$29,843.67
72036	FLEET 3 STANDARD 2 CAMERA KIT	1	05/01/2022	01/31/2027	$2,405.00	$191.60	$1,869.12	$1,869.12
70112	AXON SIGNAL UNIT	32	05/01/2022	01/31/2027	$279.00	$711.20	$216.83	$6,938.65
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	32	05/01/2022	01/31/2027	$25.00	$63.72	$19.43	$621.74
72034	FLEET SIM, VZW	32	05/01/2022	01/31/2027	$15.00	$38.25	$11.66	$373.05
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	2	01/01/2022	01/31/2027	$1.16	$11.65	$1.16	$113.68
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	05/01/2022	01/31/2027	$8.96	$1,027.83	$6.96	$10,027.47
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	05/01/2022	01/31/2027	$8.96	$32.13	$6.96	$313.36
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	32	05/01/2022	01/31/2027	$1.16	$133.07	$0.90	$1,298.20
DynamicBundle	Professional Services Training	1	02/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
85055	AXON FULL SERVICE	1	02/01/2022	01/31/2027	$17,000.00	$0.00	$8,500.00	$8,500.00
73739	PERFORMANCE LICENSE	74	02/01/2022	01/31/2027	$9.00	$0.00	$8.55	$37,962.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	02/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
BWCamTAP	Body Worn Camera TAP Bundle	74	02/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	9	02/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
BWCamTAP	Body Worn Camera TAP Bundle	6	02/01/2022	01/31/2027	$0.00	$0.00	$0.00	$0.00
80464	EXT WARRANTY, CAMERA (TAP)	74	02/01/2022	01/31/2027	$11.67	$2,128.19	$4.68	$20,762.94

73309	AXON CAMERA REFRESH ONE	76	08/01/2024	01/31/2027	$755.00	$2,356.76	$302.54	$22,993.00
73310	AXON CAMERA REFRESH TWO	76	02/01/2027	01/31/2027	$790.00	$2,466.02	$316.56	$24,058.90
80464	EXT WARRANTY, CAMERA (TAP)	2	02/01/2022	01/31/2027	$11.67	$57.53	$4.68	$561.16
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9	02/01/2022	01/31/2027	$21.00	$361.35	$6.53	$3,525.23
73689	MULTI-BAY BWC DOCK 1ST REFRESH	9	08/01/2024	01/31/2027	$1,610.00	$577.14	$625.62	$5,630.58
73688	MULTI-BAY BWC DOCK 2ND REFRESH	9	02/01/2027	01/31/2027	$1,685.00	$604.00	$654.76	$5,892.88
80464	EXT WARRANTY, CAMERA (TAP)	6	02/01/2022	01/31/2027	$11.67	$0.00	$0.00	$0.00
73309	AXON CAMERA REFRESH ONE	6	08/01/2024	01/31/2027	$755.00	$0.00	$0.00	$0.00
73310	AXON CAMERA REFRESH TWO	6	02/01/2027	01/31/2027	$790.00	$0.00	$0.00	$0.00
							Total	**$706,924.46**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/3/2021

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Montebello Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

tyler technologies

INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 14,400
Third-Party Products	$ 0
Travel	$ 0
Total One-Time Cost	$ 14,400
Annual Recurring Fees/SaaS	$ 0
Tyler Software Maintenance	$ 0

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Quoted By:	Dawn Brown
Quote Expiration:	5/7/22
Quote Name:	Montelbello PD Custom Interface to Axon (Export)

Sales Quotation For:
Montebello Police Department
1600 W Beverly Blvd
Montebello CA 90640-3932
Phone: +1 (323) 887-1212

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
New World Public Safety					
Custom Interface to Axon (Export)	1	$ 14,400	$ 0	$ 14,400	$ 0
TOTAL				**$ 14,400**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 0
Total Tyler Services	$ 14,400	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0

Summary Total	**$ 14,400**	**$ 0**
Contract Total	**$ 14,400**	

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).
New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.
New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.
Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.
Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.
Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.
When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.
When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.
Custom interface will be operational with existing third-party software. Any subsequent changes to third party applications may require additional services.

A Comprehensive Public Safety Software Solution

Computer Aided Dispatch

- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status/Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Note Pads
- Proximity Dispatch
- Rip-N-Run Printing
- Run Cards/Response Plans
- Rapid SOS

Additional Modules

- BOLOS
- CAD Auto Routing
- CAD AVL
- Service Vehicle Rotation
- Unit Management
- Web CAD Monitor

Available Interfaces

- Alarm
- CAD to CAD
- CAD Paging
- E-911
- NG911
- CAD NCIC
- Pictometry
- ASAP
- Pre-Arrival Questionnaire
- Encoder
- CAD CFS Export
- ePCR
- Fire Records
- Out-of-Band AVL
- Telestaff
- PulsePoint
- Twitter
- PEMA Knowledge Center

Law Enforcement Records Management

- Arrests
- Buildings
- Businesses
- Case Management
- Case Processing
- Citations
- Dynamic Reporting
- Field Interviews
- IBR/Clery Reporting
- Impounded Vehicles
- Incidents
- Investigations
- Order of Protection
- Personnel
- Property and Evidence
- Records Request
- Registered Offenders
- Standard Reporting
- Training
- Wants and Warrant

Additional Modules

- Alarms
- Animal Licensing
- Bicycle Registration
- Bookings
- Briefing Notes
- Crash
- Stop Data
- Equipment and Inventory
- Gangs
- Hazardous Materials
- Multi-Server Search
- Narcotics
- Pawn Shops
- Permits
- Scheduling
- Tyler Content Manager
- Use of Force
- Vehicle Tracking

Available Interfaces

- Livescan
- Ticket Writer
- NCIC
- Citizen Reporting
- COPLINK
- Accurint Crime Analysis
- LINX
- Evidence
- SECTOR
- MiDEx
- LACRIS

Fire Records Management

- Activity Reporting/ Scheduling
- Investigations
- Business Registry
- Hazardous Materials
- Hydrant Inventory
- Incident Tracking
- Personnel/Education
- Pre-Plans
- Station Activity Log
- BLS/ALS

Additional Modules

- NFIRS Reporting
- Data Analysis/Mapping
- Equipment Tracking
- Fire Permits
- Inventory
- LOSAP Tracking
- Vehicle Tracking

Corrections Management

- Bookings
- D/L Swipe for Visitors
- Incident Tracking
- Inmate Property Tracking
- Inmate Classification
- Inmate Housing
- Mass Move
- Inmate Scheduling/ Tracking
- Inmate Contact
- Inmate Programs
- Inmate Activity Log
- Trustee
- Case Management
- Corrections Officer Log
- Financial Management
- Jacket Processing
- Business Registry
- Personnel/Education
- State Reporting

Additional Modules

- Inmate Tracking Bar Coding
- Property Room
- Commissary Accounting
- Data Analysis/Mapping
- Officer Activity Reporting
- Officer Equipment Tracking
- Grievance Tracking
- Mugshots
- Web Inmate Inquiry

Available Interfaces

- Livescan
- Booking Export
- Northpointe
- VINE
- CorEMR

Mobile Computing

- Dispatch/Messaging/ State/NCIC
- Fire Dispatch/Messaging
- DL Swipe Mugshot Download
- In-Car Mapping/AVL
- In-Car Routing
- Stop Data
- Use of Force
- LE Field Reporting
- LE Accident Field Reporting
- Field Investigations
- Ticket Writer

Mobility Software

- ShieldForce LE Dispatch
- CrewForce Fire Dispatch
- SceneCollect

Analytics

- Data Marts
- Dashboard
- Law Enforcement Analytics

ATTACHMENT D

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3944
WITH AXON ENTERPRISE INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 8, 2021** corporation (the "CITY") and AXON ENTERPRISE INC. (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 Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software 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. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software Services in the City of Montebello August 23, 2021 ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software 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 no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall five (5) 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.

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SECTION 3. 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 4. WORK PRODUCT.

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 5. 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").

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SECTION 6. 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 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by 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 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.

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SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of the CITY shall be personally liable to 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 10. 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.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. 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 the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS 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 PERS 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.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its

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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 12. 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 13. 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.

SECTION 14. INSURANCE COVERAGE.

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

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CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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.

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

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

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. 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.

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).

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.

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.

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.

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.

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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.

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

SECTION 15. 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 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

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SECTION 19. WARRANTIES.

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

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

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and

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voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

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

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

With a copy to:
City of Montebello – Police Department
Attn: Brad Keller, Chief of Police
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.290
bkeller@cityofmontebello.com

If to Consultant:
Axon Enterprise Inc.
Attn: Robert Driscoll
17800 North 85th Street
Scottsdale, AZ 85255
(800)978-2737
contracts@axon.com

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SECTION 22. 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 23. 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 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 24. 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]

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("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")

AXON ENTERPRISE INC.

Robert Driscoll, VP, Associate General Counsel and Assistant Corporate Secretary

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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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

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Exhibit “B”

Schedule of Compensation

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ITEM # 23

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: **Adopt the Draft Copy of the City of Montebello Emergency Operations Plan and the Letter of Promulgation**

DATE: December 8, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Adopt the Draft Copy of the City of Montebello Emergency Operations Plan; and

2) Adopt finalized Emergency Operations Plan with a Promulgation Letter signed by the City Manager; and

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

FISCAL IMPACT

There is no fiscal impact related to the approval of the City of Montebello Emergency Operations Plan.

BACKGROUND

The City's Emergency Operations Plan (EOP) establishes an Emergency Management Organization (EMO) and assigns functions and tasks consistent with California's Standardized Emergency Management System (SEMS), and the National Incident Management System (NIMS). It provides for the integration and coordination of planning efforts through a whole community approach and authorizes the City's personnel to perform their duties and tasks before, during, and after an emergency. The Emergency Operations Plan follows The Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101, November 2020, Version 3.0

(draftv0.5), and California Governor's Office of Emergency Services (Cal OES) Emergency Operations Plan Crosswalk – Local Government, 2020.

The Comprehensive Preparedness Guide (CPG) 101 provides guidance from FEMA on the fundamentals of planning and developing emergency operations plans. The Emergency Operations Plan describes the steps to produce an emergency operation plan, possible plan structures and components of a base plan and its annexes, in addition the plan also provides a framework detailing information about planning considerations for specific functions, hazards and threats.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

DISCUSSION

The Emergency Operations Plan's content is based upon guidance approved and provided by the Federal Emergency Management Agency (FEMA) standard on EOP organization for a local jurisdiction and the California Office of Emergency Services (Cal OES). The intent of the EOP is to provide direction on how to respond to an emergency from the onset, through an extended response and into the recovery process. It promotes a common understanding of the fundamentals of community-based, risk-informed planning and decision making to help planners examine a threat or hazard and produce integrated, coordinated and synchronized plans. The goal of the EOP is to simplify the planning process across all areas of 1) Prevention, 2) Protection, 3) Mitigation, 4) Response and 5) Recovery. It assist the City to develop and maintain viable all-hazards, all-threats.

SUMMARY

Once adopted, the Emergency Operations Plan is an extension of the County of Los Angeles's Response Plan and the California Emergency Plan. The Plan will be reviewed and tested periodically and revised as necessary to meet changing conditions such as lessons learned from an actual disaster and emergency. The "Letter of Promulgation," (Attachment A- page 6) once signed by the City Manager, will give the plan official status.

ATTACHMENT:

A. Attachment A – “Draft Copy” City of Montebello Emergency Operations Plan

ATTACHMENT A

Draft Document

EMERGENCY OPERATIONS PLAN

PART 1: BASE PLAN

CITY of MONTEBELLO		DATE: October 27, 2021

Draft Document

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CITY OF MONTEBELLO

EMERGENCY OPERATIONS PLAN

PART 1: BASE PLAN – City of Montebello

OCTOBER 2021

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EMERGENCY OPERATIONS PLAN

PART 1: BASE PLAN – City of Montebello
October 2021

PREPARED FOR	PREPARED BY
DISASTER MANAGEMENT AREA PARTNERSHIP **City of Montebello – Emergency Operations Plan**	MICHAEL BRADY EMERGENCY MANAGEMENT CONSULTING **Project Manager/Lead Facilitator:** Michael Brady michaelbrady101@gmail.com **Project Subject Matter Prepared for Area E DMAC and Area E Cities** **Montebello City and EOC Staff** **Technical Expert & Writer:** Hilda Hurtado, CEM, PCP

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1.2 Letter of Promulgation

To: City Officials, Employees and Residents

The preservation of life, property and the environment are inherent responsibilities of local, state, and federal governments. As disasters can occur at any time, the City must provide safeguards that will save lives and minimize property and environmental damage through careful planning, preparedness measures and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses.

The City's Emergency Operations Plan establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardize Emergency Management System (SEMS) and the National Incident Management System (NIMS). It provides for the integration and coordination of planning efforts through a whole community approach and authorizes City's personnel to perform their duties and tasks before, during, and after an emergency.

This plan was developed for City Departments and local special districts with emergency services responsibilities within the City. The content is based upon guidance approved and provided by the Federal Emergency Management Agency standard on EOP organization for a local jurisdiction and the California Office of Emergency Services. Its intent is to provide direction on how to respond to an emergency from the onset, through an extended response and into the recovery process.

Once adopted, this plan is an extension of the County of Los Angeles's Emergency Response Plan and the California Emergency Plan. It will be reviewed and tested periodically and revised as necessary to meet changing conditions such as lessons learned from an actual disaster and emergency; and/or changes in State/Federal guidance.

This EOP will be submitted to the City Council for review, and, upon their concurrence, officially adopted and promulgated.

This promulgation shall be effective upon its signing and shall remain in effect until amended or rescinded by further promulgation. The promulgation of this EOP further affirms the City's support for emergency management, and a safe and resilient community.

_____

René Bobadilla

City Manager

1.3 Approval & Implementation

The City's Emergency Operations Plan addresses the City's planned response to extraordinary emergency situations associated with natural or man-made disasters under an all-hazards approach. This plan does not apply to normal day-to-day emergencies incidents or the established departmental procedures used to cope with such emergencies. Instead, this plan focuses on operational concepts that would be implemented in large-scale disasters, which can pose major threats to life, property, and the environment, requiring unusual emergency responses.

This plan accomplishes the following:

- Establishes the Emergency Management Organization required to mitigate any significant emergency or disaster affecting the City.
- Identifies the roles and responsibilities required to protect the health and safety of City residents, public and private property, and the environmental, due to natural or human-caused emergency disasters.
- Establishes the operational concepts associated with a field response to emergencies, the City's Emergency Operation Center (EOC) activities and the recovery process.

Upon concurrence of the City Council, the plan will be officially adopted and promulgated. The approval date will be included on the title page and the plan will be distributed to City departments, supporting agencies and community organizations having assigned primary responsibilities with the Emergency Operations Plan, as necessary.

Upon the delegation of authority from the City Manager, specific modifications can be made to this plan without the signature of the City Council. This Emergency Operations Plan and Attachments supersede all previous versions of the City's Emergency Operations Plan.

1.4 Plan Concurrence

The following list of signatures documents each City Council Member's concurrence and receipt of the 2021 City Emergency Operations Plan.

Mayor _____

Kimberly Ann Cobos-Cawthorne Date

Mayor Pro-Tem _____

David N. Torres Date

Councilmember _____

Angie M. Jimenez Date

Councilmember _____

Scarlet Peralta Date

Councilmember _____

Salvador Melendez Date

1.5 Record of Changes

Version Number	Date of Change	Change Made By	Date of Approval	Change Approved by	Description of change
1	**7-1-21**	**EOC Staff**		**Fire Chief Pelaez**	**Initial Draft**
2	**7-28-21**	**EOC Staff**		**Arlene Salazar**	**EOP Draft**
3	**8-5-21**	**EOC Staff**		**Fire Chief**	**EOP Draft**
4	**8-26-21**	**EOC Staff**		**Fire Chief**	**EOP Draft**
5					
6					
7					
8					
9					
10					

1.6 Record of Distribution

Recipient Name	Recipient Title	Recipient Agency	Date of Delivery	Number of Copies Provided
Kimberly Ann Cobos-Cawthorne	**Mayor**	**Montebello**		
David N. Torres	**Mayor Pro-Tem**	**Montebello**		
Angie M. Jimenez	**Councilmember**	**Montebello**		
Scarlet Peralta	**Councilmember**	**Montebello**		
Salvador Melendez	**Councilmember**	**Montebello**		
René Bobadilla	**City Manager**	**Montebello**		
Arlene Salazar	**Asst. City Manager**	**Montebello**		
Christopher Jimenez	**City Clerk**	**Montebello**		
Arnold Glasman	**City Attorney**	**Montebello**		
Fernando Pelaez	**Fire Chief**	**Montebello**		
Brad Keller	**Police Chief**	**Montebello**		
David Sosnowski	**Parks and Recreation Director**	**Montebello**		
Nick Razo	**HR & IT Directer**	**Montebello**		
James Enriquez	**Public Works Director**	**Montebello**		
Michael Solorza	**Finance Director**	**Montebello**		
Adrianna Kendrick	**Acting Transit Director**	**Montebello**		
Joseph Palombi	**Planning Director**	**Montebello**		

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2 Purpose, Scope, Situation and Assumptions

2.1 Purpose

The purpose of the City Emergency Operations Plan is to provide the planning basis for a coordinated response to extraordinary emergency situations associated with natural, and human-caused emergencies or disasters within or affecting the City. This plan is the principal guide for the City's response to, management of, and recovery from real or potential emergencies and disasters occurring within its designated geographic boundaries. Specifically, this plan is intended to:

- Outline the methods and procedures used by emergency management personnel to assess emergency situations and take appropriate actions to save lives and reduce injuries, prevent, or minimize damage to public and private property, and protect the environment.
- Identify the components of an Emergency Management Organization and establish associated protocols required to effectively respond to, manage and recover from major emergencies and disasters.
- Develop a whole community approach to emergency management to facilitate a response that is inclusive of the entire community
- Identify the organizational framework for the overall management and coordination of emergency operations in the city by implementing the National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS).
- Identify the responsibilities of local, state, and federal agencies in the event of an emergency or disaster affecting the city.
- Define the operational concepts and procedures associated with the EOC interface with the field emergency responders
- Facilitating mutual aid to supplement local resources.
- Facilitating multi-agency and multi-jurisdictional coordination, particularly between local government, the private sector, operational area (OA), state response levels, and appropriate federal agencies in emergency operations.
- Support the provision for emergency public information throughout the emergency, including information on personal protective actions the public can take.
- Serve as an operational plan as well as a reference document that may be used for pre-emergency planning in addition to emergency operations.
- To be use in coordination with applicable local, state, and federal contingency plans.

Allied agencies, special districts, private enterprise, and volunteer organizations having roles and responsibilities established by this plan are encouraged to develop operating protocols and emergency action checklists based on the provisions of this plan.

Finally, this plan is divided into two parts that contain general and specific information relating to city emergency management operations. Those parts are as follows:

Part 1: Basic Plan. This part provides the structure and organization of the city's emergency management structure, identifies roles and responsibilities, describes the concept of emergency operations, and identifies how the city implements SEMS and NIMS, as established by federal and state emergency management entities.

Part 2: EOC Management and Plan Implementation. This part provides an introduction to EOC operations, processes, considerations, sections and positions and provides supporting documentation such as job aids and forms to support an EOC operations activation.

2.2 Scope

The policies, procedures and provision of this plan are applicable to all agencies and individuals, public and private, having responsibilities for emergency preparedness, response, recovery and/or mitigation activities within the City.

The plan applies to any extraordinary situation associated with any hazard, natural, or human-caused, which may affect the City, as well as situations requiring a planned and coordinated response by multiple agencies or jurisdictions.

Incorporating the Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, November 2020, Version 3.0 (draftv0.5), the CalOES' Emergency Operations Plan Crosswalk - Local Government, 2020; the Los Angeles County Operational Area Emergency Response Plan, and the State of California Emergency Plan best practices, this plan is designed to be read, understood and exercised prior to an emergency and establishes the framework for the implementation of the Standardized Emergency Management System and National Incident Management System for the City.

This plan will be used in coordination with the State Emergency Plan and the National Response Framework.

2.3 Situation Overview

The City, situated within Los Angeles County, faces a variety of hazards. This plan was developed using an all-hazards planning approach as well as leveraging the specific hazard and vulnerability findings that are identified in the County of Los Angeles All-Hazards Mitigation Plan for the City, which include, but are not limited to:

- Climate Change
- Dam Failure

- Earthquake
- Flood
- Landslide
- Tsunami
- Wildfire

More detailed information regarding the hazards to the County and the City can be found in the current County of Los Angeles All-Hazards Mitigation Plan.

2.4 Planning Assumption

The following are assumptions used during the development of this plan. These assumptions translate into basic principles for conducting emergency management operations in preparation for, response to and recovery from major emergencies.

- Emergencies or disasters may occur at any time, day, or night, in populated and remote areas of the City.
- Major emergencies and disasters will require a multi-agency, multi-jurisdictional response. Therefore, it is essential that NIMS, SEMS, and ICS are implemented immediately by responding agencies, and expanded as the situation dictates.
- Large-scale emergencies and disaster may overburden local resources and require the need for mutual aid from neighboring jurisdictions.
- Large-scale emergencies and disasters and the complex organizational structure required to respond to them pose significant challenges in terms of warning and notification, logistics, and agency coordination.
- The City is primarily responsible for emergency actions within City boundaries and will commit all available resources to save lives, minimize injury to persons, protect the environment and minimize property damage.
- Major emergencies and disasters may generate widespread media and public interest; information provided to the public needs to be accurate and timely. Additionally, the media must be considered an ally in largescale emergencies and disasters; it can provide considerable assistance in emergency public information and warning.
- Large-scale emergencies and disaster may pose serious long-term threats to public health, property, the environment, and the local economy. While responding to significant disasters and emergencies, all strategic decisions must consider each of these threats.
- Disasters and emergencies may require an extended commitment of personnel and other resources from involved agencies and jurisdictions.
- The Emergency Management Organization is familiar with this plan, supporting documentation, and NIMS, SEMS, and ICS.

It is the City's intent to fulfill the policies describe here, within the capabilities and resources available at the time of an emergency or disaster.

This plan uses the whole community concept where residents, emergency management representatives, organizational and community leaders, and government officials can understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their resources, capabilities, and interest. Engaging in the whole community emergency management planning process, builds a more effective path to societal security and resilience. This plan supports the following whole community principles:

- Understand and meet the needs of the entire community, including people with disabilities and those with other access and functional needs.
- Engage and empower all parts of the community to assist in all phases of the disaster cycle.
- Strengthen what works well in communities on a daily basis.

In keeping with the whole community approach, this plan was developed with representation from City departments and various other stakeholders. The effectiveness of the emergency response is largely based on the preparedness and resiliency of the community.

Community Resiliency Consists of Three Key Factors:

1. The ability of first responders' agencies (e.g., fire, law etc.) to divert from their day-to-day operations to the emergency disaster effectively and efficiently.
2. The strength of the emergency management system and organization with the region, to include Emergency Operations Centers (EOCs), mass notification systems and communication systems.
3. The civil preparedness of the region's citizens, businesses, and community organizations.

By focusing on enhancing all three of these components, the City is improving not only the City's resiliency to emergency disaster, but also the regions.

3 Concept of Operations

3.1 Response

During a major emergency response, the City will work in coordination with numerous governmental, non-governmental, and private organizations. To enable a multi-faceted operation, the City follows a specific response structure that designates the way local, county, and state-level entities coordinate and communicate during emergency response operations.

This Concept of Operations provides guidance to City decision makers and plan users regarding the sequence and scope of actions to be taken during a citywide emergency response.

The response phase concept of operations the City practices can be summarized in six key elements: (1) goals, priorities, and strategies; (2) plan activation; (3) proclaiming an emergency; (4) presidential declarations; (5) emergency management response levels; and (6) the sequence of events during disasters.

3.1.1 Goals, Priorities and Strategies

Operational Goals: During the response phase, the agencies charged with responsibilities in this plan should focus on the following five goals:

1. Mitigate Hazards
2. Meet basic human needs
3. Address needs of People with Access and Functional Needs
4. Restore essential services
5. Support community and economic recovery

Operational Priorities: Operational priorities govern resource allocation and the response strategies for the City and its political subdivisions during an emergency. Below are operational priorities addressed in this plan:

- **Save Lives** – The preservation of life is the top priority and takes precedence over all other considerations.
- **Protect Health and Safety** – Measures should be taken to mitigate the impact of the emergency on public health and safety.
- **Protect Property** – All feasible efforts must be made to protect public and private property and resources, including critical infrastructure, from damage during and after an emergency.
- **Preserve the Environment** – All possible efforts must be made to preserve the environment and protect it from damage during an emergency.

Operational Strategies: To meet the operational goals, emergency responders should consider the following strategies:

- **Mitigate hazards** –As soon as practical, suppress, reduce, or eliminate hazards and/or risks to persons, property, and the environment during the disaster response in order to lessen the actual or potential effects or consequences of future emergencies.
- **Meet basic human needs** –All possible efforts must be made to supply resources to meet basic human needs, including food, water, accessible shelter, medical treatment, and security during an emergency.
- **Address needs of individuals with disabilities or access and functional needs** – People with access and functional needs are more vulnerable to harm during and after an emergency. The needs of these individuals must be considered and addressed.
- **Restore essential services** –Power, water, sanitation, accessible transportation, and other essential services must be restored as quickly as possible to assist communities in returning to normal daily activities.
- **Support Community and Economic Recovery** –All members of the community must collaborate to ensure recovery operations are conducted efficiently, effectively, and equitably, promoting expeditious recovery of the affected areas.

3.1.2 Plan Activation

The City Emergency Operations Plan may be activated by the City Manager or designated alternates under any of the following circumstances:

- By order of the City Manager as designated by the City Municipal Code or as needed on the authority of the City Manager or designee based on incident complexity.
- Upon proclamation by the Governor that a State of Emergency exists.
- Automatically on the proclamation of a State of War Emergency
- Upon declaration by the President, of the existence of a National Emergency.
- Automatically, on receipt of an attack warning or actual attack on the United States, or upon occurrence of a catastrophic disaster that requires immediate government response

3.1.3 Proclaiming an Emergency

The California Emergency Services Act provides for three types of emergency proclamations in California: (1) Local Emergency, (2) State of Emergency, (3) State of War Emergency.

Emergency proclamations expand the emergency powers and authorities of the State and its political subdivisions. They also provide a mechanism for unaffected jurisdictions to provide resources and assistance to affected jurisdictions. Although emergency proclamations facilitate the flow of resources and support to the affected jurisdiction and local government, they are not a prerequisite to providing mutual aid and assistance

under existing agreements or requesting assistance from agencies such as the American Red Cross, the Los Angeles County, or the State of California.

Local Emergency Proclamations:

In the case of the existence or threatened existence of an emergency that threatens the people, property, or environment of the City, and the condition is beyond the capability of the city to control effectively, the City Manager can proclaim a local emergency. A local emergency may be proclaimed to exist due to a specific situation, such as flood, fire, storm, pandemic, drought, sudden and severe energy shortage, or other condition

If assistance will be requested through California Disaster Assistance Act (CDAA), a Local Emergency may be recommended by the City Manager as specified by the Municipal Code and issued within 10 days after the actual occurrence of a disaster

A Local Emergency proclamation must be ratified by the City Council within 7 days.

The governing body must review the need to continue the proclamation at least every 30 days until the Local Emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant.

The Proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request the Governor proclaim a State of Emergency, if necessary
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements
- Request state agencies and other jurisdictions to provide mutual aid
- Require the emergency services of any local official or employee
- Requisition necessary personnel and materials from any local department or agency
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use
- Impose penalties for violation of lawful order
- Conduct emergency operations without incurring legal liability for performance, or failure of performance (Article 17 of the Emergency Services Act provides from certain privileges and immunities)

When the City proclaims a Local Emergency, it will:

- Notify the Office of Emergency Management (OEM) Duty Officer
- Notify the Disaster Management Area Coordinator (DMAC)

Proclamation of a State Emergency:

The Governor proclaims a State of Emergency based on the formal request from the City Council and the recommendation of the California Office of Emergency Services. If conditions and time warrant, the Governor drafts and signs a formal State of Emergency Proclamation. The Governor has expanded emergency powers during a proclaimed State of Emergency. The Governor:

- Has the right to exercise police power as deemed necessary, vested in the State Constitution and the laws of California within the designated area
- Is vested with the power to use and commandeer public and private property and personnel, to ensure all resources within California are available and dedicated to the emergency when requested
- Can direct all state agencies to utilize and employ personnel, equipment, and facilities for the performance of any and all activities designed to prevent or alleviate the actual and threatened damage due to the emergency and can direct them to provide supplemental services and equipment to political subdivisions to restore any service in order to provide for the health and safety of the residents of the affected area.
- May make, amend, or rescind orders and regulations during an emergency and temporarily suspend any non-safety-related statues, ordinances, regulations, or rules that impose restrictions on the emergency response activities

Proclamation of a State of War Emergency

In addition to a State of Emergency, the Governor can proclaim a State of War Emergency whenever California or the nation is attacked by an enemy of the United States, or upon receipt by California of a warning from the federal government indicating that such an enemy attack is probable or imminent. The powers of the Governor granted under a State of War Emergency are commensurate with those granted under a State of Emergency.

3.1.4 Presidential Declarations

When it is clear that State capabilities will be exceeded, the Governor can request federal assistance, including assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). The Stafford Act authorizes the President to provide financial and other assistance to state and local government, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following Presidential Emergency or Major Disaster declarations.

Declaration of Emergency or Major Disaster: The President of the United States can declare an Emergency or Major Disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (41 USC §5121 et seq.), thereby providing federal government resources to support the States' response and recovery activities. While Presidential Declarations under the Stafford Act release federal resources and funding to support

response and recovery, federal agencies may also provide assistance under other authorities or agreements that do not require a Presidential Declaration.

3.1.5 Emergency Management Response Levels

The City Emergency Operations Plan will be activated when an emergency occurs or threatens to exceed capabilities to adequately respond to and mitigate an incident(s). The scope of an emergency, rather than the type, will largely determine whether the Emergency Operations Plan and Emergency Operations Center will be activated, and to what level.

For planning purpose, the California Office of Emergency Services has established three EOC activation "levels" of response to emergencies. The City also employs this system to guide local response to emergencies in the table below:

Activation Level	Detail	Event or Situation	Minimum Staffing
Three	Level Three is a minimum activation. This level may be used for situations which initially only require a few people	• Events with potential impacts on the health & safety of the public and/or environment • Weather Alerts • Incident involving 2+ City departments • Low risk planned event • Wind or rainstorm • Power outage and Stage 1 & 2 emergencies	1. EOC Director 2. Other Designees (Such as Section Coordinators,)
Two	Level Two activation is normally achieved as an increase from Level Three or a decrease from Level One. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation/staffing	• Two or more large incidents involving 2 or more departments • Major wind or rain • Major scheduled event • Large scale power outage and Stage 3 power emergencies • Hazardous Material Incident involving large scale or possible large-scale evacuations	1. EOC Director 2. Section Coordinators 3. Branches & Units as appropriate 4. Liaison/Agency Representatives as appropriate 5. Public Information Officer
One	Level One activation involves a complete & full activation of all organizational elements & staffing. Level One would be the initial	• Major County/City or Regional emergency, multiple departments with heavy resource involvement	1. All EOC as appropriate

Activation Level	Detail	Event or Situation	Minimum Staffing
	activation for any major emergency requiring acute State help.		

TABLE 1: EOC ACTIVATION LEVELS

3.1.6 Sequence of Events

Two sequences of events are typically associated with disasters: one involves the response and the other involves emergency proclamations. The response sequence generally describes the emergency response activities to save lives, protect property and preserve the environment. This sequence describes deployment of response teams, activation of emergency management organizations and coordination among the various levels of government. The emergency proclamation sequence outlines the steps to gain expanded emergency authorities needed to mitigate the problem. It also summarizes the steps for requesting state and federal disaster assistance.

3.1.6.1 Before Impact

Before an emergency ever occurs, the City is committed to conducting preparedness activities that include developing plans, training personnel, conducting emergency exercises, educating the public, and arranging to have necessary resources available.

To remain ready to respond, the City will keep their emergency communications systems, warning systems and the Emergency Operations Center ready at all times.

Routine Monitoring for Alerts, Watches and Warnings: Emergency officials constantly monitor events and the environment to identify specific threats that may affect their jurisdiction and increase awareness level of emergency personnel and the community when a threat is approaching or imminent.

Increased Readiness: Sufficient warning provides the opportunity for response agencies to increase readiness, which are actions designed to increase an agency's ability to effectively respond once the emergency occurs. This includes, but is not limited to:

- Briefing government officials
- Reviewing plans and procedures
- Preparing and disseminating information to the community
- Updating resource lists
- Testing systems such as warning and communications systems
- Activating Emergency Operations Centers, even if precautionary

Pre-Impact: When a disaster is foreseen as highly likely, action is taken to save lives, protect property and the environment. During this phase, warning systems are activated, resources are mobilized, and evacuation begins.

Proclaiming and Emergency: In the case of the existence or threatened existence of an emergency that threatens the people, property, or environment of the City, and the condition is beyond the capability of the city to control effectively, the City Council, or the City Manager if the Council is not in session, can proclaim a local emergency.

3.1.6.2 Immediate Impact

During this phase, emphasis is placed on control of the situation, savings lives and minimizing the effect of the disaster.

Below is a list of actions to be taken:

Alert and Notification: Local response agencies are alerted about an incident by the public through 911, another response agency, or other method. First responders are then notified of the incident. Upon an alert, response agencies notify response personnel.

Resource Mobilization: Response agencies activate personnel and mobilize to support the incident response. As the event escalates and expands, additional resources are activated and mobilized to support the response. Activation and mobilization continue for the duration of the emergency, as additional resources are needed to support the response. This includes resources with the County, or, when resources are exhausted, from surrounding unaffected jurisdictions.

Incident Response: Immediate response is accomplished within the City by local responders. First responders arrive at the incident and function within their established field level plans and procedures. The responding agencies will manage all incidents in accordance with the Incident Command System organizational structures, doctrine, and procedures.

Establishing Incident Command: Incident Command is established to direct, order, and/or control resources by virtue of some explicit legal agency or delegated authority at the field level. Initial actions are coordinated through the on-scene Incident Commander. The Incident commander develops an initial Incident Action Plan, which sets priorities for the incident, assigns resources, and includes a common communications plan. If multiple jurisdictions or agencies are involved, the first responders will establish a Unified Incident Command Post to facilitate multijurisdictional and multiagency policy decisions. The Incident Commander may implement an Area Command to oversee multiple incidents that are handled by separate Incident Command System organizations or to oversee the management of a large or evolving incident that multiple incident management teams engaged.

Activation of the Multiagency Coordination System: Responding agencies will coordinate and support emergency management and incident response objective through the development and use of integrated Multiagency Coordination Systems (MACS) and Multiagency Coordination System Groups (MAC Groups). This includes developing and maintaining connectivity capability between the Incident Command Post, Local 911 Centers, local Emergency Operations Centers, Regional Emergency Operations Centers,

the State Emergency Operations Center and Federal Emergency Operations Center and National Response Framework organizational elements.

Local Emergency Operations Center Activation: Local jurisdictions activate their local Emergency Operations Center based on the magnitude or need for more coordinated management of the emergency. When activated, local EOCs help form a common operating picture of the incident by collecting, analyzing, and disseminating emergency information. The local Emergency Operations Center can also improve the effectiveness of the response by reducing the amount of external coordination of resources by the Incident Commander by providing a single point of contract to support multiagency coordination. When activated the local Emergency Operations Center notifies the Operational Area lead that the local Emergency Operations Center has been activated.

Communications between field and the Emergency Operations Center: When a jurisdiction Emergency Operation Center is activated, communications and coordination are established between the Incident Commander and the Department Operations Center to the Emergency Operations Center, or between the Incident Commander and the Emergency Operations Center.

Operational Area Emergency Operations Center Activation: If one or more local EOCs are activated, or if the event requires resources outside the affected jurisdiction, the Operational Area Emergency Operations Center activates. The Operational Area Emergency Operations Center also activates if a Local Emergency is proclaimed by the affected local government. The Operational Area Emergency Operations Center then coordinates resource requests from the affected jurisdiction to an unaffected jurisdiction, or if resources are not available within the Operational Area, forwards the resource request to the Regional Emergency Operations Center and mutual aid coordinators.

Regional Emergency Operations Center Activation: Whenever an Operational Area Emergency Operations Center is activated the California Office of Emergency Services Regional Administrator will activate the Regional Emergency Operations Center within the affected region and notifies the California office of Emergency Services Headquarters. The Regional Emergency Operations Center will then coordinate resource requests from the affected Operational Area to unaffected Operational Areas within the affected region, or, if resources are not available within the affected region, resource requests are forwarded to the State Operations Center for coordination.

State Level Field Teams: The State may deploy Field Teams (Emergency Services Regional Staff) to provide situation reports on the disaster to the Regional Emergency Operations Center in coordination with responsible Unified Command.

State Operations Center Activation: The State Operations Center is activated when the Regional Emergency Operations Center activates to:

- Continuously monitor the situation and provide situation reports to brief state officials as appropriate

- Process resource request between the affected regions, unaffected regions, and state agency Department Operation Centers
- Process requests for deferral assistance and coordinate with Federal Incident Management Assistance Teams when established
- Coordinate interstate resource request as part of the Emergency Management Assistance Compact or Interstate Disaster and Civil Defense Compact
- The State Operations Center may also be activated independently of a Regional Emergency Operations Center to continuously monitor emergency conditions

Joint Information Center Activation: Where multiple agencies are providing public information, the lead agencies will work together to analyze the information available and provide a consistent message to the public and the media. Where practical, the agencies will activate a Joint Information Center to facilitate the dissemination of consistent information.

State Department Operations Center Activation: Each state agency may activate a Department Operations center to manage information and resources assigned to the incident. If a Department Operations Center is activated, an agency representative or liaison may deploy to facilitate information flow between the two facilities.

Federal Emergency Management Agency Regional Response Coordination Center Activation: The Federal Emergency Management Agency Regional Response Coordination Center may deploy a liaison or Incident Management Assistance Team to the State Operations Center to monitor the situation and provide situational awareness to federal officials.

3.1.6.3 Sustained Operations

As the emergency continues, further emergency assistance is provided to individuals impacted by the disaster and efforts are made to reduce the likelihood of secondary damage. If the situation demands, mutual aid is provided, as well as activities such as search and rescue, shelter and care, and identification of victims.

3.1.6.4 Transition to Recovery

As the initial and sustained operational priorities are met, emergency management officials consider the recovery phase needs. Short-term recovery activities include returning vital life-support systems to minimum operating standards. Long-term activity is designed to return to normal activities. Recovery planning should include reviews of ways to avert or mitigate future emergencies. During the recovery phase, damage is assessed, local assistance centers and disaster recovery centers are opened, and hazard mitigation surveys are performed.

Local Assistance Centers: Local Assistance Centers (LAC)are opened by local governments to assist communities by providing a centralized location for services and resource referrals for unmet needs following a disaster or significant emergency. The LAC

is staffed and supported by local, state, and federal agencies, as warranted, as well as nonprofit and voluntary organizations. The LAC provides a venue at which individuals, families, and businesses can access available disaster assistance programs and services. The LACs need to be physically accessible and information needs to be provided in accessible formats for all community members. If federal resources are authorized, a state-federal Disaster Recovery Center (DRC) may be co-located with the LACs.

Joint Field Office: The state coordinates with FEMA as necessary to activate a JFO to coordinate federal support for the emergency. The state will appoint a State Coordinating Officer (SCO) to serve as the state point of contact. A Federal Coordinating Officer (FCO) is appointed upon a Presidential Declaration of an Emergency or Major Disaster.

Demobilization: As resources are no longer needed to support the response, or the response activities cease, resources are demobilized. Demobilization includes provisions to address and validate the safe return of resources to their original location and includes processes for resource tracking and ensuring applicable reimbursement. Where applicable, demobilization should include compliance with mutual aid and assistance provisions.

The sequence of activities occurring for the emergency response and proclamation process is illustrated in **Figure 1 – Response Phase Sequence of Events.**

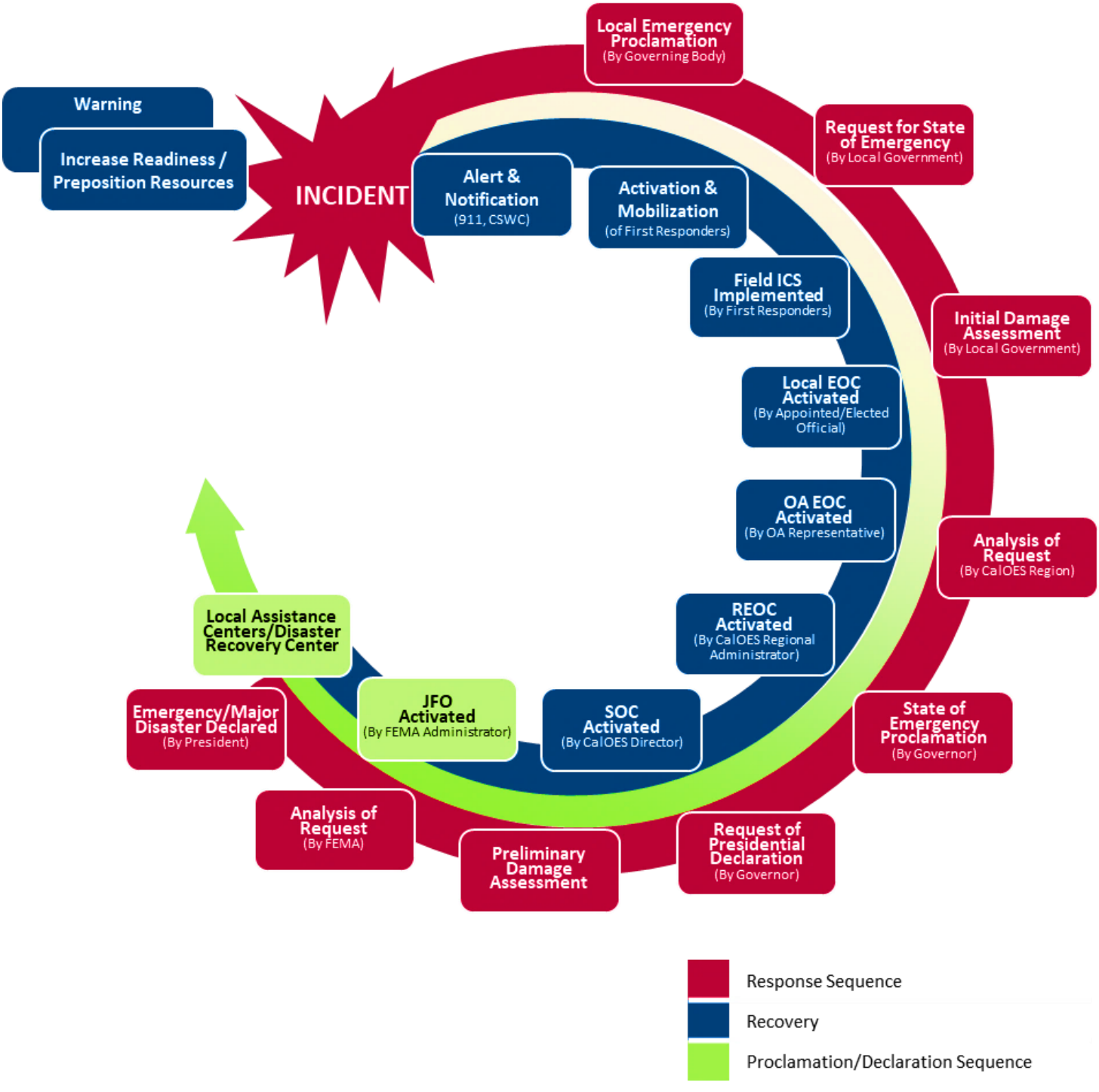


FIGURE 1: RESPONSE PHASE SEQUENCE OF EVENTS

3.2 Recovery

In the aftermath of a disaster, many citizens will have specific needs that must be met before they can pick up the thread of their pre-disaster lives. Typically, there will be a need for such services as these:

(1) Assessment of the extent and severity of damages to public and private property.
(2) Restoration of services generally available in communities - water, food, medical assistance, utilities, and lifelines.
(3) Repair of damaged homes, buildings, and infrastructure.
(4) Professional counseling when the sudden changes resulting from the emergency have resulted in mental anguish and inability to cope.

Local governments can help individuals and families recover by ensuring that these services are available and by seeking additional resources if the community needs them. Recovery occurs in two phases: short-term and long-term.

3.2.1 Short-Term

Short-term recovery operations begin during the response phase of the emergency. Although referred to as "short-term" recovery, these activities may last for weeks. Short-term recovery includes actions required to:

- Stabilize the situation.
- Restore services (electricity, water, and sanitary systems)
- Implement critical infrastructure recovery plans to maintain operations during emergencies and the recovery phase.
- Commence the planning for the restoration of the community, including economic functions.
- Address debris that poses a threat to public health and safety.

For federally declared disasters, Disaster Assistance Centers may be established by the Federal Emergency Management Agency (FEMA) to assist disaster victims and businesses in applying for grants, loans, and other benefits. In coordination with the American Red Cross, the City may provide sheltering for disaster victims until housing can be arranged.

3.2.2 Long-Term

Long-term recovery continues the short-term recovery actions focusing on community restoration. Long-term recovery may continue for several months or years depending on the severity and extent of the damage sustained. These activities include those necessary to restore a community to a state of normalcy, given the inevitable changes that result from a major disaster. Long-term recovery activities require significant planning to

maximize opportunities and mitigate risks after a major incident and may include the following:

- Reconstruction of facilities and infrastructure including the technology systems and services necessary for restoration of all operations functions.
- Community planning including the development of long-term housing plans.
- Implementation of waivers, zoning changes, and other land-use legislation to promote recovery.
- Assistance to displaced families, which may include financial support as well as social and health services.
- Restoration of the local economic system.
- Integration of mitigation strategies into recovery efforts.
- Documentation of eligible disaster-related costs for reimbursement through state and federal grant programs.

3.3 Continuity

Continuity of Operations and Government: A critical component of the City emergency management strategy involves ensuring that government operations will continue during and after a major emergency or disaster. The ability to maintain essential government functions, including the continuity of lawfully constituted authority is a responsibility that must be provided for to the greatest extent possible.

A major disaster could result in great loss of life and property, including the death or injury of key government officials, the partial or complete destruction of established seats of government and/or the destruction of public and private records essential to continue operations of government and industry.

In the aftermath of a major disaster, during the reconstruction period, law and order must be preserved and, so far as possible, government services must be maintained. The civil government can best complete these services. To this end, it is particularly essential that the local units of government continue to function.

The following portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of State and local government:

- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- Preservation of Local Government (Article 15 of the California Emergency Services Act)
- Temporary Seat of State Government (Section 450, Title 1, Division 3, Chapter 1 of the Government Code)

Key authorities include Sections 8635 through 8643 of the Government Code:

- Furnish a means by which the continued functioning of political subdivisions can be assured by providing for the preservation and continuation of (City and County) government in the event of an enemy attack, or in the event a State of Emergency or Local Emergency is a matter of statewide concern.
- Authorize political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.
- Authorize governing bodies to designate and appoint three standby officers for each member of governing body and for the Chief Executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision, other than that to which they are appointed. Standby officers take the same oath as regular officers and are designated numbers 1, 2 and 3 as the case may be.
- Authorize standby officers to report ready for duty in the event of a State of War Emergency, State of Emergency or Local Emergency at the place previously designated.
- Authorize local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency or Local Emergency exists, and at a place not within the political subdivision.

4 Organization and Assignment of Responsibilities

4.1 Use of SEMS, NIMS, and ICS

For the City, this basic plan establishes the operational organization that is relied on to respond to an emergency. The City uses the Standardized Emergency Management System, The National Incident Management System, and the Incident Command System, to be consistent with the National Response Framework concepts and to be coordinated with other jurisdictional partners within the Los Angeles County.

The following sections list out the city's organization structure as well as departmental roles and responsibilities during an Emergency Operations Center activation.

Additionally, it details out the role that Disaster Management Area Coordinators (DMACs) have during an emergency.

4.2 Role of Elected Official

All disasters are locally driven events, and it is the local official's role to provide leadership and policy guidance to their jurisdiction before, during, and after a disaster. It is important for local elected officials to engage in preparedness efforts, which are ongoing and involve activities undertaken to prepare for disasters and emergencies, as well as to facilitate future response and recovery efforts. The following section detail some of the local official's roles and responsibilities during and following a disaster.

Elected Officials Role During an Emergency Disaster: The primary role of an elected official during a disaster is that of support. As the disaster is occurring and the immediate response is underway, you will best serve your citizens by empowering and allowing your first responders and the EOC staff the freedom to manage the incident as they have been trained to do. Allow them time to stabilize the situation before attempting to step in as a decision maker. Your role as decision maker will come, but the primary goal of addressing a disaster as it is happening is to stabilize the situation quickly and efficiently – your staff will do that for you. To help in this goal, your role consists of:

- Support and work with your emergency management officials, as needed. This may include facilitating communication with and obtaining assistance from other agencies, declaring a local state of emergency, and issuing emergency orders such as imposing curfews etc.
- Communicate quickly, clearly, and effectively to your constituents and work with your partners to ensure a coordinated message.
- Get accurate information out early and often, and ensure all messaging is accessible.
- Maintain situational awareness regarding the disaster by staying informed.
- Provide direction for response-related activities, when appropriate.

- Trust and empower your emergency management officials to make the right decisions.
- Serve your citizens by allowing the First Responders and the EOC staff to manage the incident as they are trained to do. The active participation of Elected Officials in planning / training before a disaster and leadership during the recovery period is where you will have the greatest impact and be of most value.
- Use an EOC Liaison to help you stay informed during the incident.

Elected Officials Role Following an Emergency Disaster: The primary role of an elected official after a disaster is that of leadership. Once the first responders and EOC staff have stabilized the situation, your role as an elected official becomes crucial to the recovery process. A community is built on law and order, and this stems from City Code, Zoning Regulations, Building Code, Police Enforcement, and much more. Just because a disaster occurs does not mean these regulations are null and void. On the contrary, they are crucial to make sure your community is built back right. For a City to truly recover, diligent and firm adherence to the City's Codes and Regulations must be adhered to. To help in accomplishing this goal, the following is a list of roles for you to fill.

- Understand the disaster assistance programs available and application process for State of California and the Federal Disaster Declarations.
- Support your community throughout the recovery – it can be a long process and may take multiple years.
- Help identify opportunities to rebuild and mitigate future damage through planning and smart infrastructure investments.
- Ask questions – the recovery process and programs can be complex.
- Ensure all Codes and Regulations are enforced during the recovery process.

4.3 Role of City Departments

In the event of an Emergency Operations Center activation, each City department is responsible to support emergency response and recovery objectives and taking the lead regarding the emergency function to which they have been assigned. The departments also provide representatives to the EOC to coordinate people, resources, and information in order to manage an incident that occurs in the city, and to communicate emergency efforts between departments and/or jurisdictions.

Designated department representatives are trained in emergency management and response operations. In addition, these representatives have assigned successors to support EOC staff in the event of extended operations. The sections below outline the designated responsibilities for each of the city departments. Details for department staff roles and responsibilities in the EOC are defined in the EOC position job-aids included in part two of this plan.

City Manager's Office. The executive staff members of the City Manager's Office are responsible for policy level decisions related to the management of the incident. The office will provide representatives to assist in the EOC, and provide liaison assistance to the operational area, if activated. The City Manager, or designee (e.g., Assistant City Manager, City's Emergency Manager), will serve as the EOC Manager/Director overseeing the direction and policy guidance of all EOC operations. Policy level decisions are related to formation of policies/procedures, authorization of expenditures, support of local emergency management operations with additional staff, resources, etc., as well as other operations as determined appropriate. The City Manager's Office will also utilize the Public Information Officer (PIO) to staff the position of EOC PIO to support the collection, verification, and dissemination of emergency related information to the public and the media.

Montebello Transit Department. Montebello Bus Lines (MBL) primary responsibility is to provide transportation services to residents of Montebello and neighboring cities. MBL has a fleet of 66 buses and serves the communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier. Montebello Dial-A-Taxi (DAT) provides transportation services for seniors over 62 in age and qualified disabled residents of any age and their attendants. The service utilizes vehicles equipped with wheelchair lifts upon request at the time of scheduling. DAT provides transportation service within the City of Montebello and medical trips within the designated DAT boundary service area. The department maintains the Montebello Metrolink Station and over 800 bus stops. MBL secures dedicated transportation funding from federal, state, and local agencies to provide public transit services. Representatives from the Transit Department will be assigned to assist at the EOC to coordinate and provide transportation services during an emergency or disaster for re-location and evacuation.

Planning and Community Development. The Department serves in the Recovery Coordination Group following the response phase of a disaster event as the city moves into the recovery phase. The Development supports redevelopment and recovery strategies for the city using current economic development strategies. The Planning and Community Development Department is responsible for providing support on public infrastructure evaluation/damage assessment, providing GIS support upon request, identifying possible shelter locations (ensuring the structural safety of the buildings). Department representatives from the Planning and Community Development lead the Planning Section and may serve in a variety of EOC sections and branches, depending on the needs of the incident.

Finance Department. The City Finance Department is responsible for overseeing all expenditures related to emergency management and response operations, including tracking and documentation necessary for recovery reimbursement purposes including personnel time tracking during emergency operations. Finance will provide department representatives to staff the Finance Section in the EOC. Department representatives will utilize established procedures and protocols for expense tracking and documentation

but may also develop additional procedures as necessary to fit the needs of emergency operations. Finance will also provide staffing to the Procurement Unit in the Logistics Section in the EOC utilizing established procedures and protocols for purchasing but may develop procedures as necessary to support emergency operations.

Fire Department. The Montebello Fire Department is responsible for the management of fire operations within the city during emergency response efforts. This includes the immediate first responder effort to manage any fires, as well as the management of a safe scene, recognition of potential hazardous materials, public safety on scene, and many other responsibilities. The Fire Department will coordinate all response efforts and serve as the main coordination point when requesting fire response or emergency medical service (EMS) assistance from neighboring jurisdictions.

Fire services also include the provision of Emergency Medical Services (EMS), providing life-saving medical care. Fire EMS personnel will work in coordination with private EMS providers to meet the needs of the incident in the event that Fire EMS is overwhelmed. A Fire Department representative will be appointed to serve in the Fire Branch of the Operations Section in the EOC.

Human Resources and Information and Technology Department: The City Human Resources Department is responsible for managing all efforts associated with city personnel and volunteers. As emergency resources, city personnel and volunteers may be assigned to positions in the EOC or in the field to support city emergency management and response operations. Department representatives will staff the Personnel Branch of the EOC, addressing issues such as workers compensation, disaster service worker (DSW) agreements, volunteer management, and other various tasks as determined appropriate. In addition, the risk management personnel within Human Resources are responsible for providing a representative to staff the Safety Officer position within the EOC.

The City Information Technology (IT) is responsible for ensuring the operation of the city's critical IT infrastructure during an emergency and providing technical support to the EOC when activated. IT will staff the Communications Unit in the EOC, and will provide support to GIS, mapping, and any other technical resources. IT will provide representatives to the EOC when activated.

Parks & Recreation Department. The City Parks & Recreation Department is responsible for supporting mass care operations, including the implementation of shelter operations in the city. Mass care and shelter operations include the mobilization and deployment of department personnel and resources (in coordination with the operational area) and receiving and registering volunteer resources during emergencies. The Parks & Recreation Department will provide staff to manage the shelter facilities and may request additional assistance from the American Red Cross (ARC), if necessary. The Parks and Community Services Department is responsible for providing support and staff to the EOC for providing animal care services to support sheltering/evacuation. Parks & Recreation department personnel are also responsible for reporting damage assessment information related to park facilities, working within their departmental reporting damage to park facility structures. The Parks & Recreation department will appoint department

representatives to the city EOC to assist in the coordination of department operations. In addition, the department also serves in a primary role for the provision of services for people with access and functional needs (PAFN) during an emergency.

Police Department. The Montebello Police Department is responsible for law enforcement operations and terrorism prevention within the city. Police officers will respond to the immediate threats and dangers associated with any emergencies in the city. The Police Department will support emergency operations including, but not limited to prevention of threats, protection of population, evacuation, and damage assessment. A Police Department representative will be appointed to serve in the Law Branch of the Operations Section in the EOC.

Public Works Department. The Montebello Public Works Department serves in a variety of roles to support emergency management and response operations. Responsibilities for Public Works include, but are not limited to, damage assessment, critical infrastructure restoration, support for debris management, transportation, evacuation, and general logistics operations. Public Works is also responsible for providing flood gate management services for designated areas within the city. Department representatives will be appointed to the EOC to serve in both the Operations and Logistics Sections. In addition, Public Works will assist emergency operations by deploying personnel into the incident area to assess damage, manage flood gates (if necessary), and begin emergency restoration efforts. These operations will be coordinated through their Department Operations Center (DOC), which will communicate and coordinate with the EOC.

Flood Control Agencies. The Los Angeles County Flood Control District is responsible for the management of flood response operations, mitigation, planning and recovery activities. The District will monitor and assess weather-related data, provide technical assistance for interpreting river level related data and its impacts in the city, document any flooding through photographs, observations, and computer-generated data, ensure water and sewer are maintained during the emergency, manage certain floodgates, and provide support to the EOC if necessary. The flood monitoring information provided by the District will assist the EOC in making necessary evacuation, transportation, or other emergency management related decisions. The District will coordinate flood fighting operations in coordination with local reclamations districts and other city and contracted partners in the event of potential or actual levee failure, or other weather-related flood emergencies. The District is responsible for the maintenance and access to hazard maps (such as 100-year flood zone maps).

Utilities: The City of Montebello is serviced by private providers for electric, natural gas, and water utilities. In the event of an emergency requiring an EOC activation, these entities can provide support to the EOC through a liaison or agency representative.

1 – **Electrical Utility serving Montebello** – Southern California Edison Company, 1000 Portrero Drive, Monterey Park CA, 91755. (800) 655-4555.

2 – **Natural Gas Utility serving Montebello** – Southern California Gas Company. Gas company emergencies and safety issues contact (800) 427-2200.

3 – **Water Purveyors serving Montebello**

City of Montebello Water System Operated by San Gabriel Valley Water Co.
1600 W. Beverly Blvd, Montebello CA 90640
626-448-6183

San Gabriel Valley Water Company
11579 E. Hadley, Whittier CA 90606, 562-699-1041
11142 Garvey Ave., El Monte CA 91733, 626-448-6183

California Water Service
3316 W. Beverly Blvd., Montebello CA 90640
323-722-8601

Montebello Land & Water Company
344 E. Madison Ave., Montebello CA 90640
323-722-8654

South Montebello Irrigation District
864 W. Washington Blvd., Montebello CA 90640
323-721-4735

EOC, DOC and Responder Personnel. While this Emergency Operations Plan is focused on the City's organizational response, all city employees with responsibilities for emergency functions would greatly benefit from having a personal and family preparedness plan. Any city employee with responsibility to report to the EOC, a department operations center (DOC), or to field response operations should have a personal and family preparedness plan in place. Personal and family preparedness planning supports city employees in ensuring the safety of their loved ones, and in turn supports the employees with being available to respond to their city emergency management responsibilities.

4.4 Role of Disaster Management Area Coordinators (DMACs)

The mission of DMACs is to coordinate with Area cities in planning for preparedness, mitigation and recovery from emergencies/disasters. During an actual emergency, DMACs are responsible for Advocating for Area cities and liaison with the Los Angeles County Operational Area Emergency Operations Center as (OAEOC) as necessary, assist other Areas as requested; staff City Liaison post at OAEOC.

- Additional they check in with Area cities to quickly determine the impact of the emergency/disaster.
- Provide a quick Area status report to the OAEOC to supplement individual cities' reports. This is not a detailed or formal report. It should be consider outside the normal reporting system and will provide the OAEOC with an indication of where

potential problems might exist as well as indicate which Disaster Management Area Coordinators (DMACs) might be in the best position to directly provide staffing to assist the most heavily impacted Area(s) and the OAEOC (staffing may come from the DMAC or from a city within the DMAC's Area).
- Get feedback from the OAEOC as to which DMAC Areas appear to be the most heavily impacted and which appear least impacted. Feedback will include a recommendation from the OAEOC as to which DMAC should provide staffing to the OAEOC (staffing may come from the DMAC or from a city within the DMAC's Area).
- DMAC of selected city provides shift staffing to the OAEOC to represent concerns of cities, to ensure that the needs and concerns of cities are properly represented in the OAEOC, and to participate, as appropriate, in the development of solutions affecting cities.

Finally, the following sections list out the role and responsibilities of the private sector.

4.5 Role of the Private Sector

The role of the Private Sector in the event of an emergency can be determined by the magnitude of the emergency and the need for services beyond what the city is able to provide.

4.5.1 Contracted City Services

In the event of an Emergency Operations Center activation, each Contracted City Service partner is responsible to support emergency response and recovery objectives and taking the lead regarding the emergency function to which they have been assigned. At a minimum contract city service partners will either provide a representative to the City EOC or provide a contact number for Business Operations Center to coordinate people, resources, and information in order to manage an incident that occurs in the city, and to communicate emergency efforts between their organization and the City.

- **Radio Communications:** City of Glendale outside contract to provide radio communications maintenance and support for the Montebello Fire Department.

4.5.2 Residents

The residents of the City are primary beneficiaries of the City's emergency management system. At the same time, residents play an important role in emergency management by ensuring that they and their families are prepared for disasters. Before an emergency, residents can assist the emergency management effort by taking first aid training, maintaining supplies, and being prepared to evacuate or shelter-in-place for several days.

Many residents join disaster volunteers' programs such as Community Emergency Response Teams and remain ready to volunteer or support emergency response and recovery efforts. During an emergency, residents should monitor emergency communications and carefully follow direction from authorities. By being prepared, residents can better serve their family, their community and reduce demands on first responders.

4.5.3 Population with Access and Functional Needs

Populations with access and functional needs include those members of the community that may have additional needs before, during and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

Individuals in need of additional response assistance may include those who:

- Have disabilities – temporary and/or lifelong
- Live in assisted living settings
- Are elderly
- Are unaccompanied children
- Are from diverse cultures
- Have limited English proficiency or a non-English speaking
- Have sight or hearing losses (impairments)
- Are transportation dis-advantage; or
- Other situations that would require assistance

Lessons learned from recent emergencies concerning people with disabilities and older adults have shown that existing paradigm of emergency planning, implementation and response must change to meet the needs of these groups during an emergency. These lessons show four areas that are repeatedly identified as most important to people with disabilities and older adults:

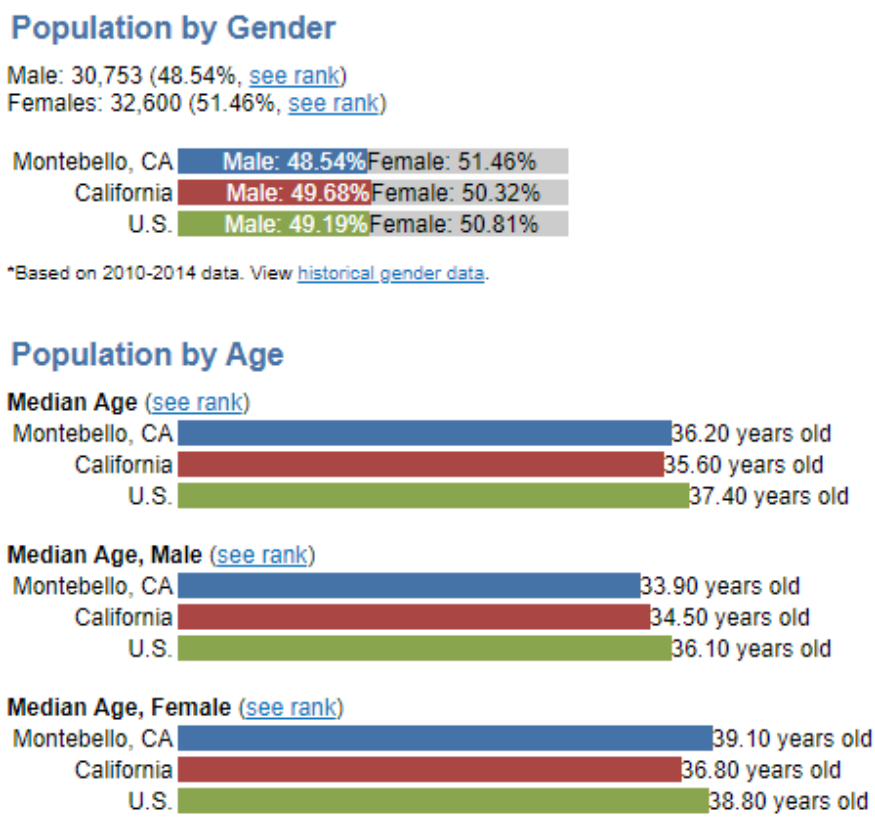
- **Communications and Public Information:** Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind
- **Evacuation and Transportation:** Evacuation plans must incorporate disability and older adult transportation providers for identifying and the movement of people with mobility impairments and those with transportation disadvantages
- **Sheltering:** Care and shelter plans must address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters
- **Americans with Disabilities Act:** When shelter facilities are activated, the State will work with local officials to ensure they accommodate the provisions of the Americans with Disabilities Act.

Demographics: City of Montebello – Population by Age Groups

	Montebello, CA	% of the Total Population	California	U.S.
Under 5 years	4,816	7.60%, see rank	6.62%	6.36%
5 to 9 years	3,420	5.40%, see rank	6.65%	6.51%
10 to 14 years	3,638	5.74%, see rank	6.70%	6.59%
15 to 19 years	3,973	6.27%, see rank	7.12%	6.85%
20 to 24 years	5,030	7.94%, see rank	7.58%	7.13%
25 to 34 years	9,768	15.42%, see rank	14.48%	13.47%
35 to 44 years	8,050	12.71%, see rank	13.60%	12.96%
45 to 54 years	8,012	12.65%, see rank	13.79%	14.09%
55 to 64 years	7,205	11.37%, see rank	11.32%	12.29%
65 to 74 years	4,680	7.39%, see rank	6.71%	7.64%
75 to 84	3,280	5.18%, see rank	3.72%	4.25%
85 years and over	1,481	2.34%, see rank	1.70%	1.85%

*Based on 2010-2014 data. View historical age data.

Demographics: City of Montebello – Population by Gender



Demographics: City of Montebello – Homebound Senior Population

According to Los Angeles County Department of Public Health, as of April 2021 there is approximately **1397** individuals in Montebello that would fall under the definition of Homebound and / or disabled Senior's. Medicare considers an individual homebound if:

1. You need the help of another person or medical equipment such as crutches, a walker, or a wheelchair to leave your home, or your doctor believes that your health or illness could get worse if you leave your home.
2. And, it is difficult for you to leave your home and you typically cannot do so.

Demographics: City of Montebello – Homeless Population

The number of homeless in Montebello has fluctuated in the last six years. It was as low as 52 in 2016, then jumped to 359 in 2017, decreasing to **158** in 2019 and increasing slightly to 170 in 2020, according to street counts conducted by the Los Angeles Homeless Services Authority.

Demographics: City of Montebello – Population by Race

Population by Races

White:	42,311 (66.79%, #1110)
Black:	800 (1.26%, #621)
Hispanic:	48,194 (76.07%, #165)
Asian:	8,033 (12.68%, #200)
Native (American Indian, Alaska Native, Hawaiian Native, etc.):	573 (0.90%, #610)
One Race, Other:	10,171 (16.05%, see rank)
Two or More Races:	1,465 (2.31%, see rank)

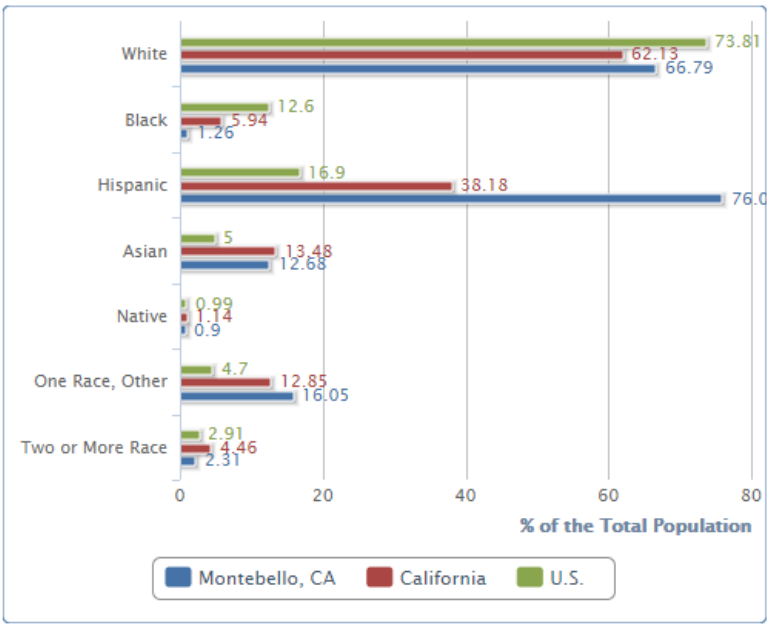
Hispanic Population

Mexican:	42,665 (88.53%, see rank)
Puerto Rican:	236 (0.49%, see rank)
Cuban:	185 (0.38%, see rank)
Central American:	3,671 (7.62%, see rank)
South American:	762 (1.58%, see rank)

Asian Population

Indian:	425 (5.29%, see rank)
Chinese:	3,372 (41.98%, see rank)
Filipino:	1,269 (15.80%, see rank)
Japanese:	1,419 (17.66%, see rank)
Korean:	706 (8.79%, see rank)
Vietnamese:	134 (1.67%, see rank)
Asian, Other:	708 (8.81%, see rank)

*Based on 2010-2014 data. View historical race data.



Montebello: Demographics – General Overview

Montebello is located in Southern California. Montebello is part of Los Angeles County. Montebello has 8.33 square miles of land area and 0.04 square miles of water area. As of 2010-2014, the total Montebello population is 63,353, which has grown 1.94% since 2000. The population growth rate is much lower than the state average rate of 12.39% and is much lower than the national average rate of 11.61%. Montebello median household income is $47,562 in 2010-2014 and has grown by 22.57% since 2000. The income growth rate is lower than the state average rate of 29.47% and is lower than the national average rate of 27.36%. Montebello median house value is $384,400 in 2010-2014 and has grown by 93.17% since 2000. The house value growth rate is higher than the state average rate of 75.60% and is much higher than the national average rate of 46.91%.

4.5.4 At Risk Individuals

Another perspective is to consider the needs of people who are not in contact with traditional emergency service providers. These people may feel they cannot comfortably or safely access and use the standard resources offered in preparedness, response, and recovery. These include, but are not limited to individuals who are:

- Homeless
- Without transportation
- Out of hearing range of community alert sirens/systems
- Without radio or television to know they need to take action
- Without access to telephones
- Visiting or temporarily residing in an impacted region
- Not familiar with available emergency response and recovery resources
- Limited in their understanding of English
- Geographically or culturally isolated

4.5.5 Businesses

Most of the City's critical infrastructure is owned and maintained by businesses and must be protected during a response to ensure a quick and complete recovery from an emergency. These same businesses provide valuable resources before, during and after an emergency, as well as play a critical role in meeting the needs of those impacted by an emergency.

Target Hazards: Some key industries are potential targets for terrorist attacks and must institute measures to prevent attacks and protect their infrastructure and surrounding community. This requires businesses to coordinate with local, state, and federal governments to ensure that their emergency plans are integrated with government plans.

Target Hazards Identified within the City of Montebello

The below listed facilities and infrastructure have been identified as Target Hazards within the City of Montebello. Facility information and mapping is included to provide an overview of the risk potential during an emergency.

1 – Beverly Hospital

2 – Shops at Montebello

3 – Southern California Gas Company Storage Terminal

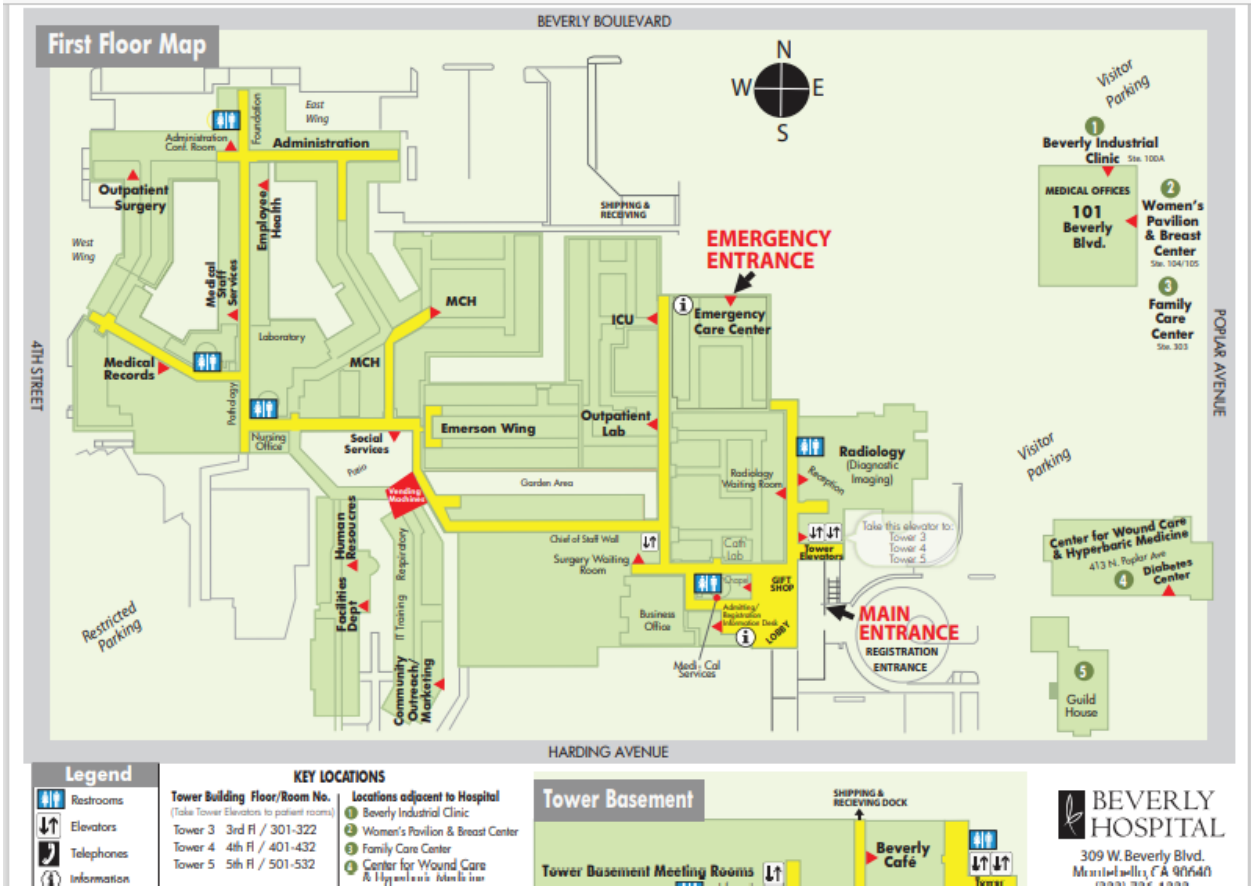
4- Southern California Gas Company – Montebello Facility Wells

5- Chevron Montebello Fuel Terminal

Target Hazard: Beverly Hospital, Montebello

Beverly Hospital – 309 W. Beverly Blvd., Montebello 323-726-1222

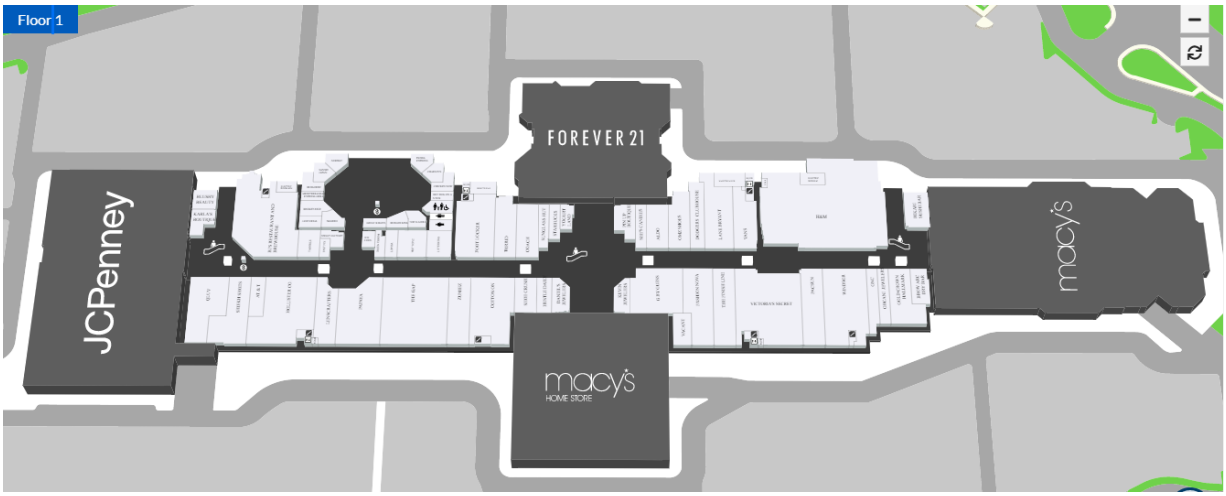
224 Bed Acute Care Facility with Ambulance Receiving Emergency Department

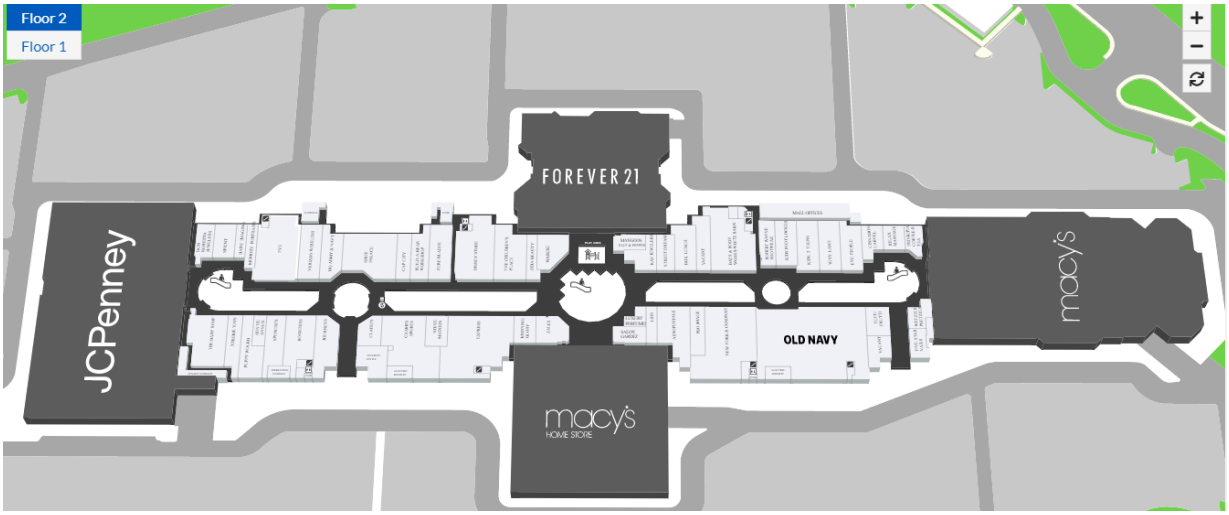


Target Hazard: Shops at Montebello: 2134 Montebello Town Center Drive, Montebello

Security 24 Hours: 323-722-9351

Two Story Indoor Mall Complex Comprised of (4) Hub Retail Stores and approximately 160 Retailers.





Target Hazard: Southern California Gas Company Storage Terminal: Montebello

831 N. Howard Avenue, Montebello

Natural Gas Storage Facilities in the South Coast Basin

South Coast AQMD

Montebello (Fac ID 800127)

History

- Standard Oil began drilling in Montebello oil field in 1917; by 1920 Montebello oil fields were producing 1/8th of the state's crude oil.
- Natural gas storage began in 1965 in 487 acre facility.
- In 2000, SoCalGas filed with the California Public Utilities Commission (CPUC) to decommission the facility.
- In 2001, the CPUC approved the request to decommission the facility, and 280 wells at the site have already been permanently sealed (per SoCal Gas).
- Most of the active wells at Montebello are depleted and the gas must be extracted from liquids (oil and water)

11

Natural Gas Storage Facilities in the South Coast Basin

South Coast AQMD

Montebello Facility

Site Details

- Total Storage Capacity: 14 Billion CF
- 31 wells onsite
  - 4 active production (oil, gas, and water)
  - 23 production (idle)
  - 3 gas injection (idle)
  - 1 water injection
- 20 wells located in community
  - 4 active production
  - 3 waste water
  - 13 observation

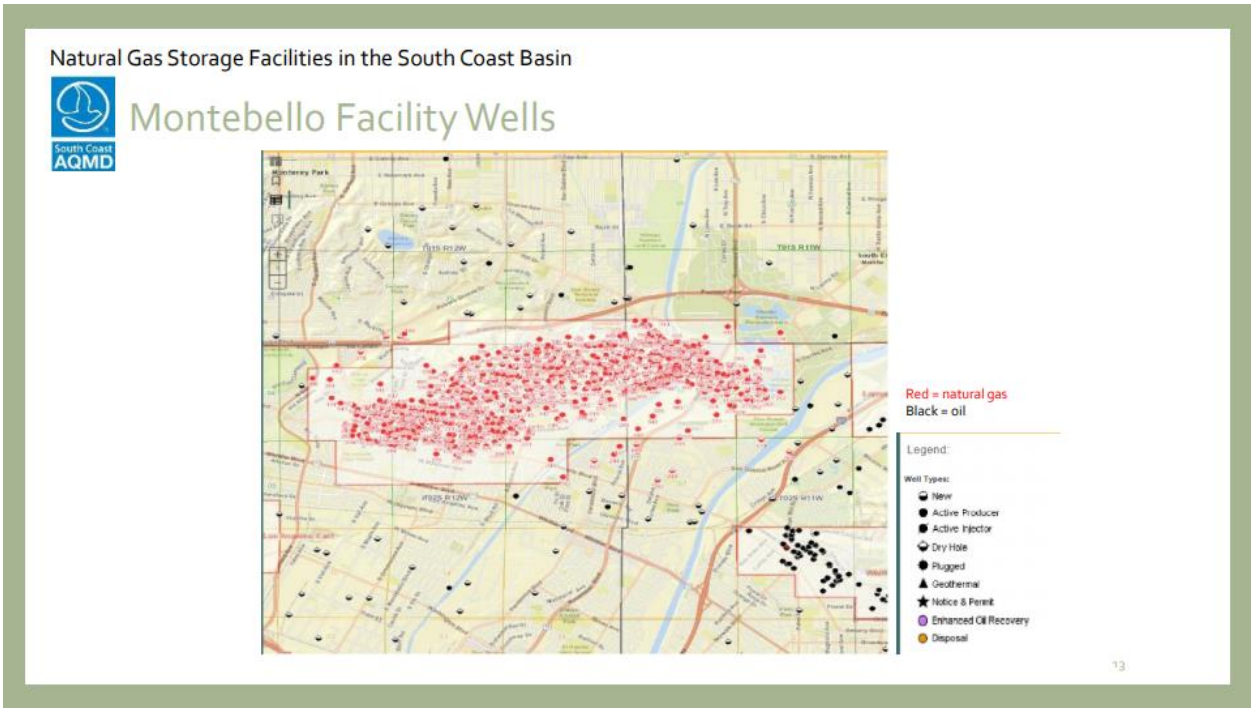
- Pumping out 1 MCF of natural gas & 100 barrels of oil as part of decommissioning process
- Number of Active SCAQMD Permits: 4
  - Wastewater Treating
  - Bulk Loading Rack
  - Afterburner
  - Storage Tank

12

Target Hazard: Southern California Gas Company Storage Terminal: Montebello

831 N. Howard Avenue, Montebello

Facility Well Map



Target Hazard: Chevron Montebello Terminal: 601 S. Vail Avenue, Montebello

Petroleum Bulk Station and Terminal

Site: 14.161 Acres, 11, 486 sq. ft. Offices, (4) Buildings on Site

Contact: John Dalton (Operator) 562-212-3925

Contact: Tam Bui (Manager) 714-719-5136

3.1.1 Scenario Selection Criteria

The credible worst fire scenarios due to flammable gas or liquid releases and subsequent ignition are identified from the PHA study. For the Montebello Terminal facility, jet fire, flash fire, pool fire, tank fire and BLEVE/explosion consequences are considered in the FHA. The extent of thermal radiation levels from QRA and Building Siting are analyzed using small, medium and large releases.

3.1.2 Pool Fire Formation

Gasoline liquid releases can form flammable liquid pools. Also, pressurized hydrocarbon liquids that are gas at normal atmospheric pressure and temperature may form liquid pools during accidental release. Typical hydrocarbon fire could have a thermal radiant heat between 10,000 BTU/hr./ft2 (32 kW/m2) to 60,000 BTU/hr/ft2 (190 kW/m2).

3.1.3 Flash Fire Formation

Flash fires are of short duration. The vapor cloud will ignite and burn back to the source, which is the release point. If release continues, it may evolve into jet fire.

3.1.4 Jet Fire Formation

Jet fires may result from ignition of a pressurized leak of a flammable vapor or liquid.

3.1.5 Thermal Release Impact Criteria

The thermal radiant heat profile from pool and jet fire shall identify the level of exposure protection that will be required. The estimated failure time of a steel component with a 9/32-inch steel plate or 12-inch x 5-inch steel beam can potentially fail in 13 minutes, when subjected to non-impinging fire at 37.5 k/m2 thermal radiant heat exposure without fire protection mitigation. This data is referenced from Chevron's Engineering Standard, Fire Hazard Analysis and Mitigation Strategy (FPM-DC-6212), which was referenced from the Center for Chemical Process Safety, Guidelines for Fire Protection in Chemical, Petrochemical, and Hydrocarbon Processing Facilities, New York, Wiley-AIChe, 2003 (refer to Table 2). For the Montebello FHA, the QRA and Building Siting modeling included 40kW/m2 radiant heat levels (12680 BTU/hr/ft2), and therefore this was the value used during this analysis.

Impacts to Personnel and Egress:

Exposed to a radiant heat of 4.5 kW/m2 (the outer circle) it is predicted that personnel would experience a 2nd degree burn in less than 40 seconds and/or a 1st degree burn in less than 20 seconds. These estimates assume bare skin, unprotected by clothing.

Target Hazard: Chevron Montebello Terminal

Exposed to radiant heat level of 4.5 kW/m2 (the outer circle), it is predicted that personnel could perform emergency actions lasting several minutes without shielding, but with appropriate clothing.

Exposed to radiant heat level of 40 kW/m2 (the inner circle), it is predicted that the impact would be 100% lethality in less than 1 minute.

Target Hazard: Chevron Montebello Terminal

Target Hazard: Chevron Montebello Terminal

Hazardous Materials Area Plans: Some industries are required by law or regulation to have emergency operations procedures to address a variety of hazards, the California Office of Emergency Services Hazardous Materials Program requires businesses that handle hazardous materials that meet certain quantity or risk thresholds must submit Business Program Plans and Risk Management Plans to the County's Certified Unified Program Agency or Administering Agency. The administering Agency can then develop Hazardous Material Area Plans to respond to a release of hazardous material within the county.

Business Emergency Plans: This plan recommends that all businesses develop comprehensive emergency plans that include employee injury and illness prevention programs, business resumption and continuity of operations elements. A comprehensive business emergency plan can assist the business and community at-large by providing:

- Information to employees to protect themselves and their families from the effects of likely emergencies
- A business emergency organization with identified positions having clear and specific emergency roles, responsibilities, delegated authority and identified successors

- An identification of actions necessary to protect company property and records during emergencies
- A list of critical products and services
- Production shutdown procedures
- A company command post
- Alternative work sites
- Methods and channels of communication
- Contacts with local emergency management officials
- A method to provide and accept goods and services from other companies

Business Operations Centers: This plan also promotes the use of business operations centers to enhance public and private coordination. Local government can effectively coordinate with businesses by establishing a business operation center that is linked to their existing emergency operations center.

4.5.6 Volunteer Organizations

The City recognizes the value and importance of organizations that perform voluntary services in their community. These organizations have resources, which can augment emergency response and recovery efforts. Some examples of voluntary organization are the following:

- American Red Cross
- Community Emergency Response Team within the City or County
- Amateur Radio Groups within the City or County

4.5.7 Public-Private Partnerships

The private sector provides valuable assistance and resources to support emergency response and recovery activities. The goal of the Public-Private partnership is to advise on:

- Appropriate agreements to provide for quick access to emergency supplies and essential services to minimize the need to stockpile such supplies during normal times
- Logistic measures required to quickly deliver needed supplies and services to affected areas
- Methods to utilize non-profit and private sector capabilities to increase the surge capacity of local agencies responding to emergencies
- Methods to promote the integration of the non-profit and private sectors into the emergency services system so that people can be better informed and prepared for emergencies
- Systems that aid business and economic recovery after an emergency

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5 Direction, Control and Coordination

5.1 Direction and Control

The City is responsible for coordinating the resources, strategies, and policy for any event in the City that exceeds the capacity of field responders. Tactical control always remains the responsibility of field Incident Commanders. The City Manager, working through the mechanism of the Emergency Operations Center, provides direction and control over the coordination of multi-department and multi-jurisdictional resources to support the field responders. Policy decisions may be made by the Emergency Operations Center Manager/Director that is staffed by the City Manager or designee.

5.2 Coordination

The City Emergency Operations Center will coordinate resource requests from the field and other jurisdictions within the City. If request exceed the supply, the Emergency Operations Center will provide resources based on established priorities.

If resources are not available within the City, requests will be made to the Los Angeles Operational Area Emergency Operations Center either directly or through DMACs will who are responsible for advocating for Area cities and liaison with the Los Angeles County Operational Area Emergency Operations Center as (OAEOC) as necessary. The Operational Area Emergency Operations Center will coordinate resources obtained from within the operational area. If resources are not available in the operational area, they will request from the Southern Regional Emergency Operations Center. The Regional Emergency Operations Center will coordinate resources obtained from operational areas throughout the region. If resources are not available in the region, they will request from the State Operations Center. If the state cannot supply the resource, they will request from Federal Emergency Management Agency and other federal agencies. Below is a visual of this coordination relationship.

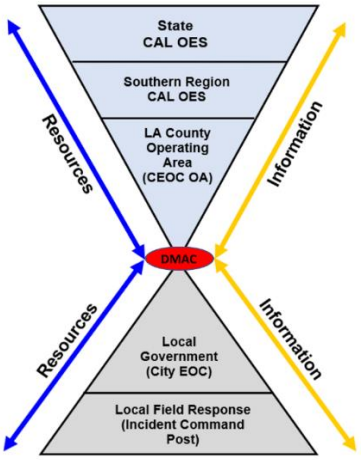


FIGURE 2: DMAC COORDINATION RELATIONSHIP

5.3 Multi-Entity/Jurisdiction Coordination and Mutual Aid

Operational Area Coordination: In the event that an incident overwhelms the resources and capabilities of the City, additional support will be requested from a variety of entities, jurisdictions, and organizations. For general emergency management operations, the city will follow SEMS and make requests for additional assistance through the operational area, working directly with the operational area emergency management personnel and the operational area EOC, if activated. If the emergency requires state and federal support, representatives from the operational area will work with the state level emergency management organization (Regional Emergency Operations Center), following the established SEMS, NIMS, and ICS structures.

When working with external partners such as private companies, non-profit organizations, nongovernment organizations, or other partners, city representatives in the EOC will ensure that these external partners work within the designated organizational structure of the city EOC. The City EOC Manager/Director will designate the coordination procedures for new partners that are not already established as part of the city's emergency management operational systems.

Mutual Aid: California's emergency assistance is based on a statewide mutual aid system designed to ensure additional resources are provided to the state's political subdivisions whenever their own resources are overwhelmed or inadequate. The basis for this system is the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), which is entered into by and between the State of California, its various departments and agencies, and the various political subdivisions, municipal corporations, and public agencies to assist each other by providing resources during an emergency. The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, federal and state funding may be appropriated to reimburse public agencies who aid other jurisdictions. If other agreements, memoranda, and contracts are used to provide assistance for consideration, the terms of those documents may affect disaster assistance eligibility and local entities may only be reimbursed if funds are available. This plan promotes the establishment of emergency assistance agreements between public and private sector agencies at all levels.

There are four approved, formal Mutual Aid Systems in California. Those systems are:

1 Fire and Rescue
2 Law Enforcement
3 Coroner
4 Emergency Management (resources not covered by the other three systems)

Other informal mutual aid involves, but is not limited to the interchange of:

1 Public Information
2 Medical and Health
3 Communications
4 Transportation Services
5 Facilities
6 Hazardous Material Mutual Aid System
7 Volunteer and Private Agencies

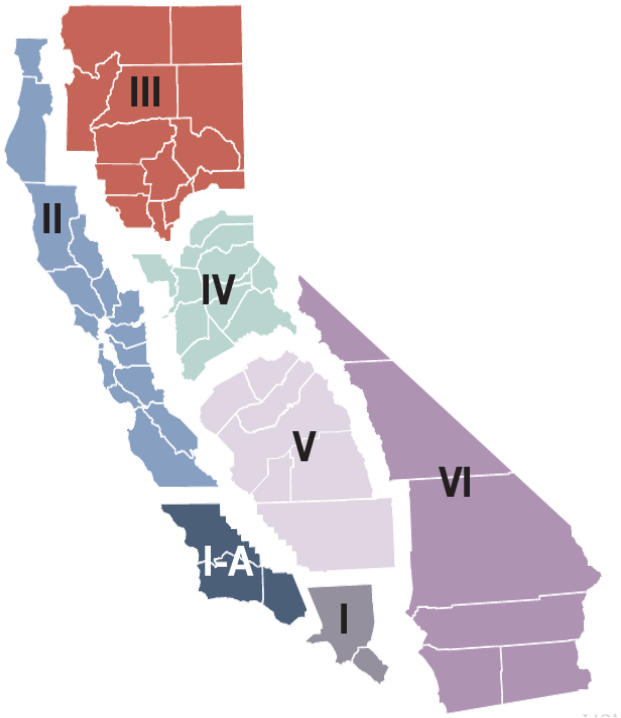


FIGURE 3: CALIFORNIA MUTUAL AID REGIONS

California is divided into six mutual aid regions, which are subdivisions of the state emergency services organization to facilitate the coordination of mutual aid and other emergency operations within an area of the State consisting of two or more Operational Area. A map of the Regions is shown in **Figure 3: California Mutual Aid Regions**. The City is located in Mutual Aid Region I-A.

Mutual Aid Coordination: Formal mutual aid requests follow specified procedures and are processed through pre-identified mutual aid coordinators. Mutual aid requests follow discipline-specific chains (i.e., fire, law enforcement etc.) from one level of government to the next. The mutual aid coordinator receives the mutual aid request and coordinates the provision of resources from within the coordinator's geographic area of responsibility. In the event resources are unavailable at one level of government, the request is forwarded to the next higher level of government to be filled.

- **Field Level Requests:** Requests for MMAA resources originate from the Field Level and are managed by the Incident Commander (IC). If the IC is unable to obtain the resource through existing local channels, the request is elevated to the next successive government level until obtained or cancelled.
- **Local Government Request:** Local jurisdictions are responsible for the protection of life and property within the municipal geographic boundaries. The local jurisdiction where the incident occurred should assess its resource inventory and existing local agreements to determine if the requested resource is available. When locally committed resources are exhausted and mutual aid is needed, the local official will request assistance from the OA Mutual Aid Coordinator.

- **Operational Area Requests:** The OA is a composite of its political subdivisions, (i.e., municipalities, contract cities, special districts, and county agencies). The OA Mutual Aid Coordinator assesses the availability of resources within the OA and fulfills the resource request based upon that assessment. In the event resources are unavailable at the OA level, the request is forwarded to the responsible Regional Mutual Aid Coordinator to be filled.
- **Region Level Requests:** The State is geographically divided into six Mutual Aid Regions. For Law Enforcement Mutual Aid, Region I is divided into two sub-regions. Each Mutual Aid Region is comprised of multiple Operational Areas and has a Regional Mutual Aid Coordinator. The Regional Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the Region to support a mutual aid request by a jurisdiction also within the Region. In the event resources are unavailable at the Region level, the request is forwarded to the State Mutual Aid Coordinator to be filled.
- **State Level Requests:** On behalf of the Governor, the Director of Cal OES has the responsibility for coordination of state mutual aid resources in support of local jurisdictions during times of emergency. The Director will analyze and coordinate the request by forwarding the request to an unaffected REOC or tasking the appropriate State agency to fill the need.

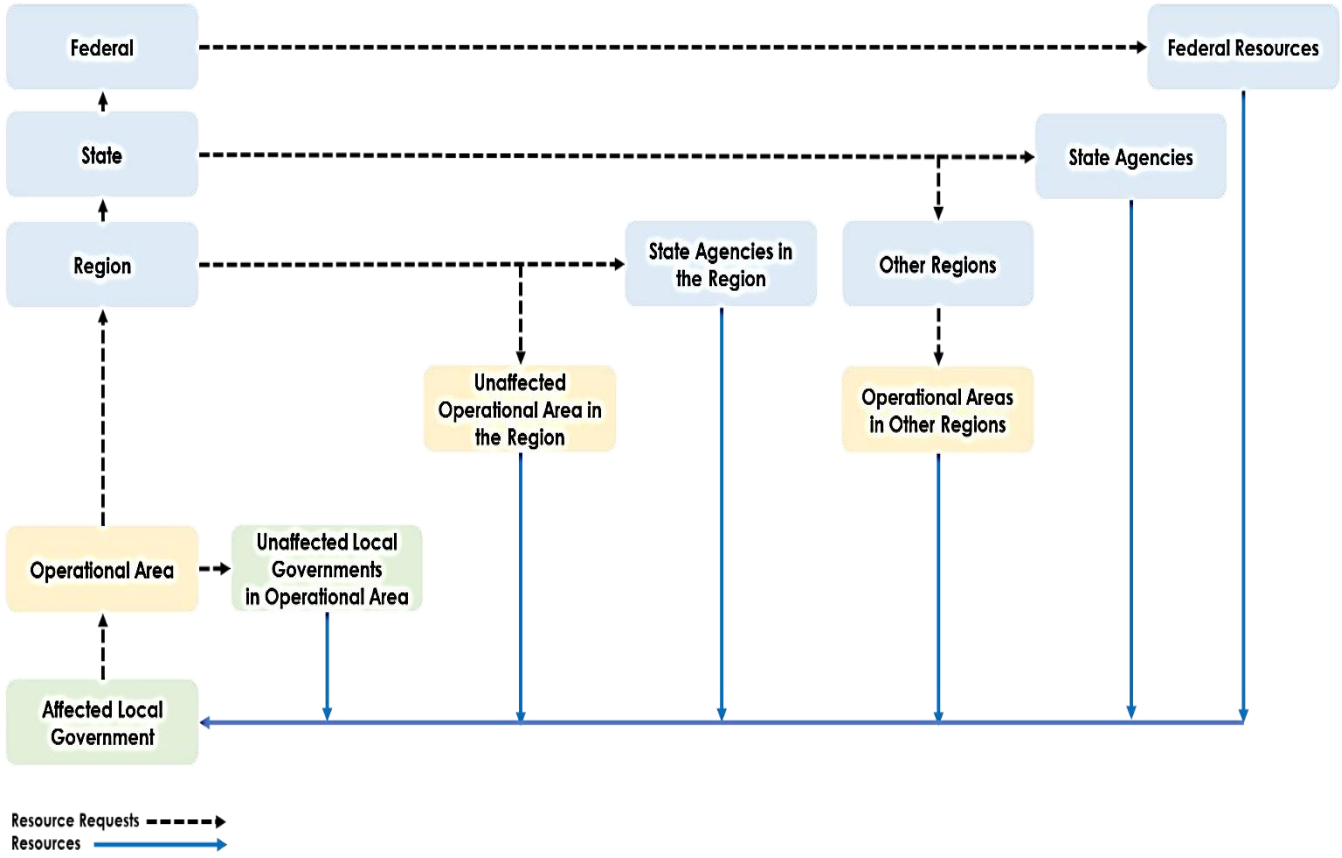


FIGURE 4: FLOW OF REQUEST AND RESOURCES

5.4 NIMS, SEMS, and ICS

Emergency management operations for the City are organized under the guidelines established by NIMS, SEMS, and ICS. These emergency management structures and guidelines provide the foundation for all emergency operations, creating a flexible organizational structure that can be adjusted to meet the needs of any incident, regardless of the size, extent, or associated damage. This plan, following the identified emergency management structures and guidelines, serves as a local, city management plan, and nests into and supports the Los Angeles County and Operational Area Response Plan.

The city will manage their internal operations through the implementation of this plan as outlined, and work in support of county operations if necessary. In following these standardized systems, the city EOC is organized into the sections listed below.

- Management Staff
- Operations Section
- Planning Section

- Logistics Section
- Finance Section

Detailed descriptions of the roles of each position in the EOC can be found in Part 2 of this plan.

NIMS is the national standard for incident management operations defined by the FEMA and based on the National Response Framework. NIMS has been adopted by the City by resolution to serve as its incident management system. ICS is the organizational structure within NIMS that defines how emergency management operations will be organized. All state and local jurisdictions are required to prepare, plan, and respond to emergencies based on the NIMS and ICS standards in order to be eligible for federal reimbursement for emergency related costs. Additional details regarding NIMS and ICS can be found online through FEMA's website.

In addition, the Standardized Emergency Management System (SEMS), based on State of California emergency management standards, has been adopted by the City for managing response to multi agency and multi jurisdiction emergencies, and to facilitate communications and coordination between all levels of the system and among all responding agencies. California Government Code § 8607 requires all local public agencies (cities, special districts, and counties) to respond to emergencies using the SEMS at the scene of a multi-agency emergency and in the EOC.

SEMS defines the organizational structure of local EOCs, reporting to operational area EOCs, which report to Regional EOCs (REOC), to state EOCs, and finally to FEMA. The utilization of SEMS during emergency management and response efforts is required for jurisdictions to be eligible for state reimbursement. Additional information for SEMS can be found online through the California Office of Emergency Services (CalOES) website.

National Incident Management System: The terrorist attacks of September 11, 2001, illustrated the need for all levels of government, the private sector, and nongovernmental agencies to prepare for, protect against, respond to, and recover from a wide spectrum of events that exceed the capabilities of any single entity. These events require a unified and coordinated national approach to planning and to domestic incident management. To address this need, the President signed a series of Homeland Security Presidential Directives (HSPDs) that were intended to develop a common approach to preparedness and response. Two Policy Directives that are of particular importance to emergency planners:

- **HSPD-5, Management of Domestic Incidents:** Identifies steps for improved coordination in response to incidents. It requires the Department of Homeland Security to coordinate with other federal departments and/or agencies and state, local, and tribal governments to establish a National Response Framework and a National Incident Management System.
- **PPD-8, National Preparedness:** Describes the way federal departments and agencies will prepare. It requires DHS to coordinate with other federal

departments and agencies – and with state, local, and tribal governments to develop a National Preparedness Goal.

Together, the National Incident Management System, National Response Framework, and the National Preparedness Goal define what needs to be done to prevent, protect against, respond to, and recover from a major event; and how well it needs to be done. These efforts align federal, state, local, and tribal entities; the private sector; and nongovernmental agencies to provide an effective and efficient national structure for preparedness, incident management, and emergency response.

The National Incident Management System structure provides a consistent framework for incident management at all jurisdictional levels, regardless of the cause, size, or complexity of the incident, building on the Incident Command System and the National Incident Management System provides the nation's first responders and authorities with the same foundation for incident management for terrorist attacks, natural disasters, and all other emergencies. The National Incident Management System structure requires the institutionalization of the Incident Command System and its use to manage all domestic incidents.

The National Incident Management System structure integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines. Six major components make up the National Incident Management system's approach:

- Command and Management
- Preparedness
- Resource Management
- Communications and Information Management
- Supporting Technologies
- Ongoing Management and Maintenance

Standardize Emergency Management System: The Standardized Emergency Management System is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The Standardized Emergency Management System required by the California Emergency Services Act for managing multiagency and multijurisdictional response to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. The Standardized Emergency Management System incorporates the use of the Incident Command System, California Disaster and Civil Defense Master Mutual Aid Agreement, the Operation Area concept and multiagency or inter-agency coordination. State agencies are required to use the Standardized Emergency Management System and local government entities must use the Standardized Emergency Management System in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

Standardize Emergency Management System Organization Levels: There are five Standardized Emergency Management System organizational levels.

- **State:** The State Level of the Standardized Emergency Management System prioritizes task and coordinates state resources in response to the request from the Regional Level and coordinates mutual aid among the mutual aid regions and between the Regional Level and State Level. The State Level also serves as the coordination and communication link between the state and the federal emergency response system. The State Level requests assistance from other state governments through the Emergency Management Assistance Compact and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency when federal assistance is requested. The State Level operates out of the State Operations Center. At the **Federal Level**, the National Response Framework identifies the methods and means for federal resources to provide support to the state and local government. Federal resources would be accessed via the Standardized Emergency Management System process through the mutual aid region and State Operations Center.
- **Region:** The Regional Level manages and coordinates information and resources among Operational Areas within the mutual aid region and also between the Operational Area and the State Level. The Regional Level also coordinates overall state agency support for emergency response activities within the region. California is divided into three Administrative Regions – Inland, Coastal and Southern **(see figure 5)**; which are further divided into six mutual aid regions **(see figure 3)**.

FIGURE 5: ADMINISTRATIVE REGIONS

- **Operational Area:** An operational Area is the intermediate level of the state's emergency management organization, which encompasses a county's boundaries, and all political subdivisions located within that county, including special districts. The Operational Area facilitates and/or coordinates information, resources, and decisions regarding priorities among local governments within the Operational Area. The Operational Area serves as the coordination and communication link between the Local Government Level and Regional Level, State, Federal and Tribal jurisdictions in the Operational Area may have statutory authorities for response similar to that at the local level.
- **Local Government (The City):** The Local Government Level includes cities, counties and special districts, Local governments are required to use the

Standardized Emergency Management System when their Emergency Operations Center is activated, or a local emergency is declared or proclaimed in order to be eligible for state reimbursement of response-related costs.

- **Field:** The Field Level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat.

Standardized Emergency Management System Functions: The Standardized Emergency Management System requires that every emergency response involving multiple agencies include the five functions identified in **Figure 6: Standardized Emergency Management System Functions**. These functions must be applied at each level of the Standardized Emergency Management System organization.

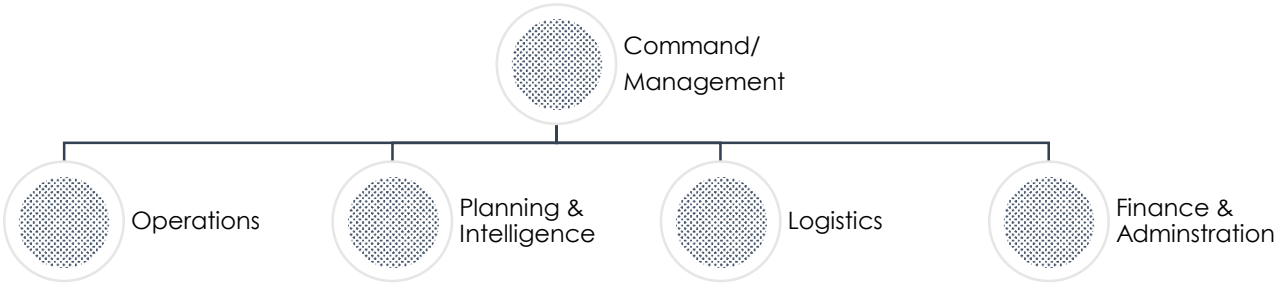


FIGURE 6: STANDARDIZED EMERGENCY MANAGEMENT SYSTEM FUNCTIONS

Command/Management: Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the Standardized Emergency Management System Emergency Operations Center levels. Command and Management are further discussed below:

- **Command:** A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in the organization. In the Incident Command System, the Incident Commander, with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The Incident Commander must respond to higher

authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center of the Emergency Operations Center, when activated.

- **Management:** The Emergency Operations Center serves as a central location from which multiple agencies or organizations coordinate information collection and evaluation, priority setting and resource management. Within the Emergency Operations Center, the Management function:
    - Facilitates multiagency coordination and executive decision making in support of the incident response
    - Implements the policies established by the governing bodies
    - Facilitates the activities of the Multiagency Coordination Group
- **Operations:** Responsible for coordinating and supporting all jurisdictional operations supporting the response to the emergency through implementation of the organizational level's Action Plans. At the Field Level, the Operational Section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan. In the Emergency Operations Center, the Operations Section Coordinator/Chief manages functional representatives who share information and decisions about discipline-specific operations.
- **Logistics:** Responsible for providing facilities, services, personnel, equipment, and materials in support of the emergency. Unified ordering takes place through the Logistics Section to ensure controls and accountability over resource requests. As needed, Unit Coordinators are appointed to address the needs for communications, food, medical, supplies, facilities, and ground support.
- **Planning/Intelligence:** Responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the Incident Action Plan at the Field Level or the Action Plan at an Emergency Operations Center. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the Emergency Operations Center. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems priorities, compile, and maintain documentation, conduct advance planning, manage technical specialists, and coordinate demobilization.
- **Finance/Administration:** Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for incident of Emergency Operations Center personnel and hire equipment, coordinate procurement activities, process claims and track costs.

The field and Emergency Operations Center functions are illustrated in **Table 2: Field and Emergency Operation Center Standardize Emergency Management Functions Comparison**.

SEMS Function	Field Level	EOCs
Command / Management	Command is responsible for directing, ordering and/or controlling resources	Management is responsible for facilitation of overall policy, coordination, and support of the incident
Operations	The coordinated tactical response of all field operations in accordance with the Incident Action Plan	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the Emergency Center Action Plan
Planning & Intelligence	The collection, evaluation, documentation and use of intelligence related to the incident	Collecting, evaluating, and disseminating information and maintaining documentation relative to all jurisdiction activities
Logistics	Providing facilities, services, personnel, equipment, and materials in support of the incident	Providing facilities, services, personnel, equipment, and materials in support of all jurisdictional activities as required
Finance & Administration	Financial and cost analysis and administrative aspects not handled by the other functions	Responsible for coordinating and supporting administrative and fiscal consideration surrounding and emergency incident

TABLE 2: FIELD AND EMERGENCY OPERATION CENTER STANDARDIZE EMERGENCY MANAGEMENT FUNCTIONS COMPARISON

6 Communication

City EOC. Once notified of an emergency or disaster of any size, or of a potential or imminent threat to the city, communications will be established between the City EOC and outside entities, such as field responders, department level personnel, media, or other outside agencies and partners. From the EOC, telephones, cell phones, radios, email, and internet applications (such as WebEOC) are used for direct communications with field responders or outside agencies.

The City EOC can communicate with the OA EOC to access the State OASIS satellite system. OASIS can support the operational area entities by allowing for direct satellite communication with the State's Regional EOC (REOC), and the State Operations Center (SOC). OASIS voice transmission works like a standard telephone and data transmission is similar to a computer modem.

City Operations and Responders. The City operational staff in the field implement interoperable communications through the use of 800 MHz radios to facilitate communications with all responding departments and city entities. Alternate forms of communications such as the use of cell phones, text messaging, email, amateur radio etc., may be utilized if determined necessary. The use of the interoperable radio system allows for communications between DOCs, EOCs, and the Incident Command Post (ICP) that is located near the site of a field emergency incident. DOCs and dispatch centers for private entities (i.e., private EMS providers) are responsible for maintaining communications with the city EOC when it is activated.

Notification and Warning. In addition to an effective communication capability, government must have an effective means to provide warning alerts to the populations impacted or at risk as the result of an emergency. There are three primary alert and warning systems designed to provide City residents with emergency information. These systems are the Emergency Alert System (EAS), Alert LA County System and Cal OES's Emergency Digital Information System (EDIS). Additionally, special broadcasts, or simply driving up and down the streets using the public address system can also be conducted to notify and warn citizens. Police and Fire may be required to disseminate emergency warning to public who cannot be reached by primary warning systems.

NIXLE – The Montebello Police Department utilizes NIXLE to provide an open communication forum that connects public safety, municipalities, schools, businesses and the community. NIXLE enables real-time, two-way communication through text, email, voice messages, social media, and the NIXLE mobile app. In the event of an emergency or disaster, this method of communication can be utilized to inform residents of pertinent real time information and instructions including evacuation and sheltering.

Instagram – The City of Montebello Public Information Officer can provide pertinent information to residents and the business community utilizing the City's Instagram social media form and issue alerts, evacuation notices, and sheltering information. The official account of the City of Montebello, is administered by the Public Affairs Department.

7 Information Collection, Analysis and Distribution

Before an Incident. Information is often provided before an incident occurs. Sources may include weather reports, National Oceanic Atmospheric Administration (NOAA) alerts, levee monitoring data, crime reports, credible threats of intentional events, and others. Advanced notice information can be used to activate the EOC, prepare emergency management and response personnel, and provide information to the city population. This advanced information can increase the preparedness level of emergency management and response personnel, ensuring the number of responders and material resources needed for response operations. Advanced information is also used to notify people that might be living in harm's way, and supports individuals and their families with preparing for, or evacuating from, the hazardous situation. Early information can greatly reduce the numbers of people who might otherwise be harmed by the emergency event.

Calculated Risk Index: Montebello

Table: Calculated Priority Risk Index
(Source: Federal Emergency Management Agency)

CPRI Category	Degree of Risk			Assigned Weighting Factor
	Level ID	Description	Index Value	
Probability	Unlikely	Extremely rare with no documented history of occurrences or events. Annual probability of less than 1 in 1,000 years.	1	45%
	Possibly	Rare occurrences. Annual probability of between 1 in 100 years and 1 in 1,000 years.	2	
	Likely	Occasional occurrences with at least 2 or more documented historic events. Annual probability of between 1 in 10 years and 1 in 100 years.	3	
	Highly Likely	Frequent events with a well-documented history of occurrence. Annual probability of greater than 1 every year.	4	
Magnitude/ Severity	Negligible	Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure. Injuries or illnesses are treatable with first aid and there are no deaths. Negligible loss of quality of life. Shut down of critical public facilities for less than 24 hours.	1	30%
	Limited	Slight property damage (greater than 5% and less than 25% of critical and non-critical facilities and infrastructure). Injuries or illnesses do not result in permanent disability, and there are no deaths. Moderate loss of quality of life. Shut down of critical public facilities for more than 1 day and less than 1 week.	2	
	Critical	Moderate property damage (greater than 25% and less than 50% of critical and non-critical facilities and infrastructure). Injuries or illnesses result in permanent disability and at least 1 death. Shut down of critical public facilities for more than 1 week and less than 1 month.	3	
	Catastrophic	Severe property damage (greater than 50% of critical and non-critical facilities and infrastructure). Injuries and illnesses result in permanent disability and multiple deaths. Shut down of critical public facilities for more than 1 month.	4	
Warning Time	> 24 hours	Population will receive greater than 24 hours of warning.	1	15%
	12–24 hours	Population will receive between 12-24 hours of warning.	2	
	6-12 hours	Population will receive between 6-12 hours of warning.	3	
	< 6 hours	Population will receive less than 6 hours of warning.	4	
Duration	< 6 hours	Disaster event will last less than 6 hours	1	10%
	< 24 hours	Disaster event will last less than 6-24 hours	2	
	< 1 week	Disaster event will last between 24 hours and 1 week.	3	
	> 1 week	Disaster event will last more than 1 week	4	

Calculated Priority Risk Index Ranking: Montebello

Table: Calculated Priority Risk Index Ranking for City of Montebello

Hazard	Probability	Weighted 45% (x.45)	Magnitude Severity	Weighted 30% (x.3)	Warning Time	Weighted 15% (x.15)	Duration	Weighted 10% (x.1)	CPRI Totals
Earthquake – San Andreas M8.0	3	1.35	3	1.2	4	0.6	1	0.1	**2.95**
Earthquake – Newport-Inglewood M7.1	3	1.35	3	1.2	4	0.6	1	0.1	**2.95**
Earthquake – Puente Hills M7.1	3	1.35	3	1.2	4	0.6	1	0.1	**2.95**
Earthquake – Whittier M6.8	3	1.35	3	1.2	4	0.6	1	0.1	**2.95**
Earthquake – Sierra Madre M6.8	3	1.35	3	1.2	4	0.6	1	0.1	**2.95**
Wildfire	2	.90	2	0.6	3	0.45	3	0.3	**2.25**
Flooding	2	.90	2	0.6	1	0.15	2	0.2	**1.85**
Dam Failure	2	.90	3	0.9	2	0.3	4	0.4	**2.50**
Drought	1	.45	2	0.6	1	0.15	4	0.4	**1.60**

Vulnerability - Location, Extent, Probability, and Previous Occurrences: Montebello

Table: Vulnerability: Location, Extent, Probability, and Previous Occurrences in City of Montebello

Hazard	Location (Where)	Extent (How Big an Event)	Probability (How Often) *	Previous Occurrences
Earthquake	Entire Project Area	The Southern California Earthquake Center (SCEC) in 2007 concluded that there is a 99.7 % probability that an earthquake of M6.7 or greater will hit California within 30 years.[1]	Moderate	1994 – Northridge Earthquake
Wildfire	North and Eastern boundaries of City	Cities to the east of the City maintain severe FRAP ratings.	Low	None
Flooding	Rio Hondo Flood Control Channel which runs north to south through length of City and San Gabriel River Basin along east side of City	Urban flooding from severe weather.	Moderate	November 2014 - Urban Flooding from heavy rain
Dam Failure	Eastern boundary of City along Rio Hondo Flood Control Channel	Water depth inundation up to 40 feet along Rio Hondo Flood Control Channel	Low	None
Drought	Entire Project Area	Droughts in urban areas vary considerably in scope and intensity. Likely emergency water shortage regulations would restrict such activities as watering of landscape, washing of cars, and other non-safety related activities.	Moderate	None
* Probability is defined as: Low = 1:1,000 years, Moderate = 1:100 years, High = 1:10 years				
[1] Uniform California Earthquake Rupture Forecast				

Earthquake Probability: Montebello

Map: Regional Faults
(Source: State of California Department of Conservation)

Earthquake Impacts: Local - Montebello

On June 12, 1989 the magnitude 4.9 Montebello Earthquake struck the community resulting in minimal damage. Also, the magnitude 6.7 Northridge Earthquake occurred in 1994 impacting Montebello and the surrounding region. In January 1994, the magnitude 6.7 Northridge Earthquake (thrust fault) which produced severe ground motion, caused 57 deaths, 9,253 injuries and left over 20,000 displaced. Scientists have stated that such devastating shaking should be considered the norm near any large thrust earthquake. Recent reports from scientists of the U.S. Geological Survey and the Southern California Earthquake Center say that the Los Angeles Area could expect one earthquake every year of magnitude 5.0 or more for the foreseeable future.

Previous Occurrences of Earthquakes in Los Angeles County Southern California has a history of powerful and relatively frequent earthquakes, dating back to the powerful magnitude 8.0+ 1857 San Andreas Earthquake which did substantial damage to the relatively few buildings that existed at the time. Paleo-seismological research indicates that large magnitude (8.0+) earthquakes occur on the San Andreas Fault at intervals between 45 and 332 years with an average interval of 140 years. Other lesser faults have also caused very damaging earthquakes since 1857. Notable earthquakes include the 1933 Long Beach Earthquake, the 1971 San Fernando Earthquake, the 1987 Whittier Earthquake and the 1994 Northridge Earthquake. Documented in the City's Local Hazard

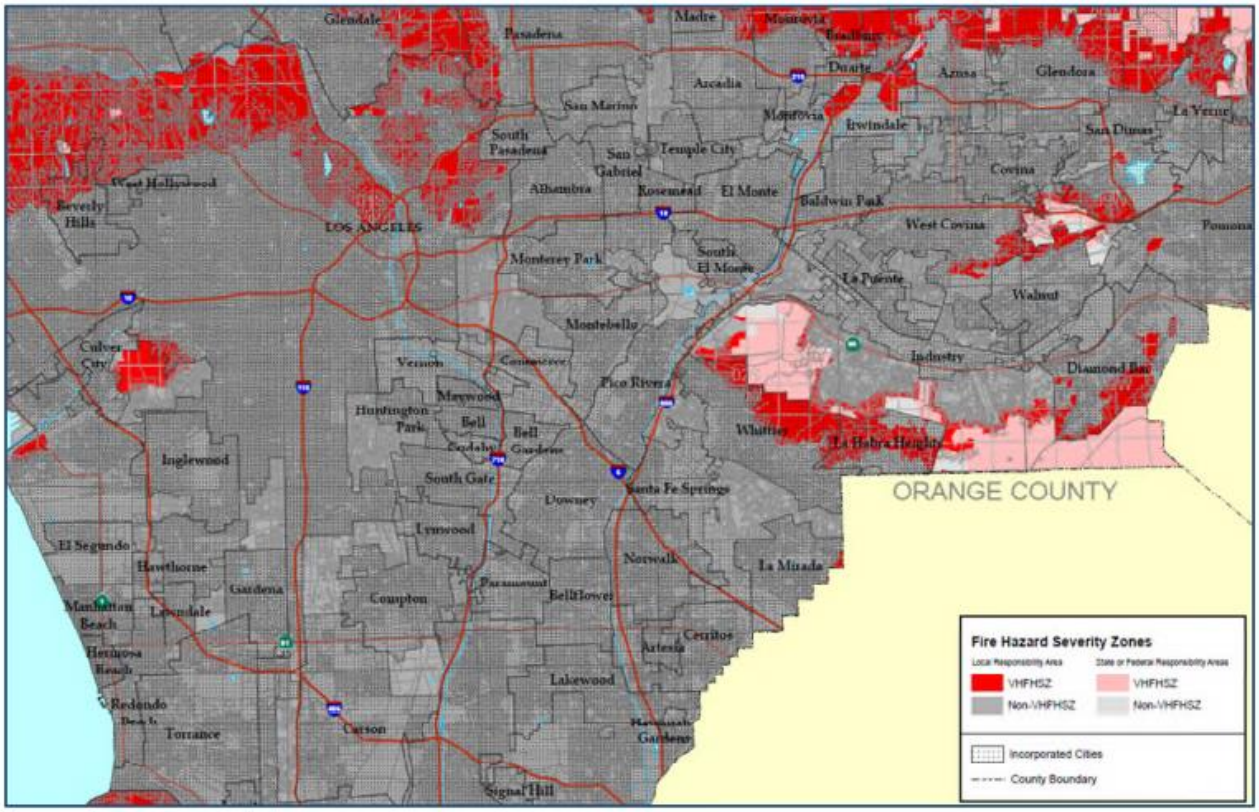
Earthquake Impacts: Local - Montebello

Mitigation Plan (2017), Montebello does not contain an active fault identified within its boundaries. Thus, the City is not required to withhold permit issuance or require geologic investigations to demonstrate structural safety associated with fault rupture. However, since Montebello is located close to the Whittier Fault and atop several blind thrust faults, all structures must abide by seismic reinforcement requirements of the City's Building Code. Earthquakes that could affect the City would most likely originate from the Newport-Inglewood, San Andreas, Whittier, Puente Hills, or Sierra Madre Faults. These faults are close enough in proximity or expected to generate strong enough shaking that could significantly impact the City. Map: Regional Faults plots the various major faults located closest to the City of Montebello, the closest being the Whittier Fault Zone.

Wildfire Impacts: Montebello

Fire Hazard Severity Zones

Map: Local, State, and Federal Responsibility Areas - Very High Fire Hazard Severity Zones
(Source: CAL FIRE)



Wildfire Impacts: Montebello

Previous Occurrences of Wildfire in the City of Montebello: Fortunately, there have been no wildfire outbreaks within the City. However, bordering areas are highly prone to wildfires and, therefore, the City is exposed to a threat from wildfires originating outside the City specifically from the east toward the Hacienda Hills. Although no wildfires have impacted the City, the most recent fire event to impact the City was a brush fire in August 2015. A homeless man sparked a 384-acre wildfire in the Rio Hondo Riverbed while cooking food in the brush. Although no structures were damaged, four firefighters suffered minor injuries while fighting the fire.

Local Conditions According to Map: Local, State, and Federal Responsibility Areas - Very High Fire Hazard Severity Zones the City of Montebello is not designated a very high fire hazard severity zone (VHFHSZ). However, the immediate areas due east of Montebello including the City of Whittier and the unincorporated community of Hacienda Heights are at severe risk to wildfires. These areas are at significant risk during the summer months, extended periods of heat, and long periods of no rain. Strong, easterly Santa Ana winds have the potential to direct wildfires from the west into the City of Montebello. Although unlikely, the northeastern portion of the City is at greatest risk of wildfire impact due to the wildland/urban interface and primarily chaparral fuel source.

Flooding Impacts: Montebello

Previous Occurrences of Flooding in the City of Montebello: Flooding has not been a serious hazard to Montebello in several decades, and the risk of disastrous flooding in the City is considered minimal. The vast majority of Montebello – despite notable areas identified below – does not lie within a 100- or 500- year floodplain, as delineated by the Federal Emergency Management Agency (FEMA). However, the potential for a localized flood event still exists within Montebello, and it is an important hazard to be addressed in the City's Hazard Mitigation Plan. Since the writing of the 2004 Mitigation Plan, there have been no significant flooding events impacting the City of Montebello. Previous Occurrences of Flooding in Los Angeles County Los Angeles County records reveal since 1861, the Los Angeles River has flooded 30 times, on average once every 6.1 years. But averages are deceiving, for the Los Angeles basin goes through periods of drought and then periods of above average rainfall. Between 1889 and 1891 the river flooded every year, from 1941 to 1945, the river flooded 5 times. Conversely, from 1896 to 1914, and again from 1944 to 1969, a period of 25 years, the river did not have serious floods. Average annual precipitation in Los Angeles County ranges from 13 inches on the coast to approximately 40 inches on the highest point of the Peninsular Mountain Range that transects the County. Several factors determine the severity of floods, including rainfall intensity and duration. A large amount of rainfall over a short time span can result in flash flood conditions. A sudden thunderstorm or heavy rain, dam failure, or sudden spills can cause flash flooding. The National Weather Service's definition of a flash flood is a flood occurring in a watershed where the time of travel of the peak of flow from one end of

Flooding Impacts: Montebello (continued)

the watershed to the other is less than six hours. The towering mountains that give the Los Angeles region its spectacular views also wring a great deal of rain out of the storm clouds that pass through. Because the mountains are so steep, the rainwater moves rapidly down the slopes and across the coastal plains on its way to the ocean. Naturally, this rainfall moves rapidly downstream, often with severe consequences for anything in its path. In extreme cases, flood-generated debris flows will roar down a canyon at speeds near 40 miles per hour with a wall of mud, debris and water, tens of feet high. Flooding occurs when climate, geology, and hydrology combine to create conditions where water flows outside of its usual course.

Local Conditions: According to the National Flood Insurance Program, the City is designated as Zone "X" or minimal flood hazard. However, the City contains four specific areas considered to be at special risk of flooding: 1. West side of Grant Rea Park along the Rio Hondo Channel 2. Garfield Avenue between Via Paseo and Beverly Boulevard 3. East side of Rio Hondo Channel from Beverly Terrace to Mines Avenue 4. Mines Avenue from Maple Avenue to Greenwood Map: Rio Hondo 100-Year Flood Scenario shows the 100-year Rio Hondo flood impact scenario on the eastern portion of the City. Urban Flooding Portions of the City of Montebello are prone to urban flooding, also sometimes referred to as ponding, due to debris accumulation on storm drains and in flood control channels and basins, overburdened pumping stations and aged drainage systems. Low-lying areas of the City are particularly susceptible to urban flooding. Flood control channels and basins are at risk of overflowing their banks during times of heavy rainfall and reservoir water release, specifically the Rio Hondo Flood Control Channel which runs north to south through the length of City and the San Gabriel River basin, which runs along the east side of the City. The Los Angeles County Department of Public Works and the Army Corp of Engineers are responsible for notifying the jurisdiction at the onset of planned water releases.

Rio Hondo River 100-Year Flood Scenario: Montebello

Map: Rio Hondo 100-Year Flood Scenario
Source: Emergency Planning Consultants

Dam Failure Impacts: Montebello

Previous Occurrences of Dam Failure in Montebello and Los Angeles County: There are a total of 103 dams in Los Angeles County, owned by 23 agencies or organizations, ranging from the Federal government to Home Owner Associations. These dams hold billions of gallons of water in reservoirs. Releases of water from the major reservoirs are designed to protect Southern California from flood waters and to store domestic water. Seismic activity can compromise the dam structures, and the resultant flooding could cause catastrophic flooding. Following the 1971 Sylmar earthquake the Lower Van Norman Dam showed signs of structural compromise, and tens of thousands of persons had to be evacuated until the dam could be drained. The dam has never been refilled. Local Conditions Loss of life and damage to structures, roads, and utilities may result from a dam failure. Economic losses also result from a lowered tax base and lack of utility profits. These effects would certainly accompany the failure of one of the major dams located near the City of Montebello. Because dam failure has severe consequences, FEMA requires that all dam owners develop Emergency Action Plans (EAP) for warning, evacuation, and post-flood actions. Although there may be coordination with county officials in the development of the EAP, the responsibility for developing potential flood inundation maps and facilitation of emergency response is the responsibility of the dam owner.

Dam Failure Impacts: Montebello

Table: Dams near City of Montebello

Name of Facility	Owner	Primary Purpose
Whittier Narrows	U.S. Army Corps of Engineers (ACOE)	Flood Control
Garvey Reservoir	Metropolitan Water District	Water Supply Storage

Whittier Narrows Dam

Garvey Reservoir

Dam Failure Impacts: Montebello

Whittier Narrow Dam Failure Inundation Map

Map: Dam Failure Inundation – Whittier Narrows Dam (HAZUS)
Source: Emergency Planning Consultants

Drought Impacts: Montebello

Fortunately, there is no severe history of drought within the City of Montebello. Although there is no evidence of a drought having a significant impact on the City at the current time, California as a whole has experienced a serious drought since 2012.

Previous Occurrences of Drought in Los Angeles County: The region's Mediterranean climate makes it especially susceptible to variations in rainfall. Though the potential risk to the City of Montebello is in no way unique, severe water shortages could have a bearing on the economic well-being of the community. Comparison of climate (rainfall) records from Los Angeles with water well records beginning in 1930 from the San Gabriel Valley indicates the existence of wet and dry cycles on a 10-year scale as well as for much longer periods. The climate record for the Los Angeles region beginning in 1890 suggests drying conditions over the last century. With respect to the present day, climate data also suggests that the last significant wet period was the 1940s. Well level data and other sources seem to indicate the historic high groundwater levels (reflecting recharge from rainfall) occurred in the same decade. Since that time, rainfall (and groundwater level trends) appears to be in decline. This slight declining trend, however, is not believed to be significant. Climatologists compiled rainfall data from 96 stations in the State that spanned a 100-year period between 1890 and 1990. An interesting note is that during the first 50 years of the reporting period, there was only one year (1890) that had more than 35 inches of rainfall, whereas the second 50-year period recording of 5 year intervals (1941, 1958, 1978, 1982, and 1983) that exceeded 35 inches of rainfall in a single year. The year of maximum rainfall was 1890 when the average annual rainfall was 43.11 inches. The second wettest year on record occurred in 1983 when the State's average was 42.75 inches. The driest year of the 100-year reported in the study was 1924 when the State's average rainfall was only 10.50 inches. The region with the most stations reporting the driest year in 1924 was the San Francisco Bay area. The second driest year was 1977 when the average was 11.57 inches. The most recent major drought (1987 to 1990) occurred at the end of a sequence of very wet years (1978 to 1983). The debate continues whether "global warming" is occurring, and the degree to which global climate change will have an effect on local micro-climates. The semi-arid southwest is particularly susceptible to variations in rainfall. A study that documented annual precipitation for California since 1600 from reconstructed tree ring data indicates that there was a prolonged dry spell from about 1755 to 1820 in California. Fluctuations in precipitation could contribute indirectly to a number of hazards including wildfire and the availability of water supplies.

Local Conditions: According to the City of Montebello General Plan, water service for the City is provided by five service providers in five different districts: California Water Service Company, Central Basin/Metropolitan Water District (MWD), Montebello Land and Water, San Gabriel Valley Water Company, and the South Montebello Irrigation District. A significant drought has hit the state of California since 2012. The drought has depleted reservoir levels all across the state. In January of 2014, Governor Brown declared a state of emergency and directed state officials to take all necessary actions to prepare for water shortages. As the drought prolonged into 2015, to help cope with

the drought, Governor Brown gave an executive order in April 2015 which mandated a statewide 25 percent reduction in water use. In January of 2016, the Department of Water Resources and the United States. Bureau of Reclamation have finalized the 2016 Drought Contingency Plan that outlines State Water Project and Central Valley Project operations for February 2016 to November 2016. The plan was developed in coordination with staff from State and federal agencies. Although the drought has more significantly impacted surfaces waters and other agencies that use water for agriculture, the City of Montebello is still affected by the drought, primarily due to reduced reliability of imported water.

During an Incident. Information collected during the incident assists in determining the correct course of action and emergency management decisions. Information is collected from field responders, DOCs, private entities, the media, social media, community members, and a variety of other sources. All information collected from open-source public resources will be analyzed for accuracy, processed through rumor control, and documented by the respective EOC sections, branches, and units. All information documentation will be provided to the Situation Unit in the Planning Section of the EOC for inclusion into in the EOC Action Plan.

The use of Actions Plans in the City Emergency Operations Center provides a clear and measurable process for identifying objectives and priorities for a given event. Action Planning is an important management tool that involves:

- Process for identifying priorities and objectives for emergency response or recovery efforts
- Plans which document the priorities and objectives and the task and personnel assignments associated with meeting the objectives

The Action Planning process should involve the Emergency Operations Center Director and Section Chiefs/Coordinators (one from each Section) along with other Emergency Operations Center staff, as needed, such as agency representatives.

The initial Emergency Operations Center Action Plan may be a verbal plan that is developed during the first hour or two following Emergency Operations Center action. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours) and/or a limited number of response personnel. An Emergency Operations Center Action Plan will be developed whenever the Emergency Operations Center is activated, either partially or fully. A written Emergency Operations Center Action Plan is required whenever:

- Two or more agencies are involved in the response
- The incident overlaps more than one operational period
- All Emergency Operations Center functions are fully staffed

The Emergency Operations Center Action Plan addresses a specific operational period, which may vary in length from a few hours to days depending on the circumstances. The

plan should be regularly reviewed and evaluated through the operational period and revised or updated as warranted.

The Planning Section Chief/Coordinator, with input from the EOC Manager/Director, EOC Coordinator, and the Operations Section Chief/Coordinator, establishes the schedule and cycle for planning and situation information dissemination. Initially, meetings may be conducted every few hours or several times each day. Over time, meetings may be held twice each day, and then daily, depending on the level of operations.

In addition, all EOC situation status reports and EOC Action Plans will be developed and presented for the purpose of information sharing at scheduled meetings during each EOC operational period. Information may also be sent to City departments, Emergency Operations Center personnel, the Operational Area, and other key agencies using the City's Emergency reporting system, OASIS, radio, telephone, email, internet, or fax. Regardless of the method of communication, all data should be verified prior to transmission. If unverified data must be transmitted, it should be clearly designated as unconfirmed information.

The City uses EOC forms found in part two of this plan to record and report information.

After an Incident. Information collected throughout emergency operations will be documented by members of the Planning Section. This information will be used during the recovery phase of the emergency to develop a history of actions and expenditures related to the disaster. Information will also be used for the development of the after-action report that is used to document effective practices, archive effective tools, note areas in which EOC personnel saw need for additional training or tools, and document areas for program enhancements. In addition, the city and other agencies, entities, and organizations involved in the emergency management and response operations will collect information related to their respective after-effects of the incident, such as social and economic impacts, relief support provided, and ongoing recovery operations.

Emergency Public Information. Emergency Public Information is a priority of most importance during emergencies and disasters. City government has a primary responsibility to provide accurate and timely information to the public regarding conditions, threats, and protective measures. To avoid conflicts and confusion, the Emergency Public Information function operates best when centralized and coordinated among all involved jurisdictions, agencies, and organizations.

8 Administration, Finance and Logistics

8.1 Administration

Emergency management operations supporting administration, finance, and logistical processes will be primarily conducted within the Logistics and Finance Sections of the EOC and will include the following considerations:

- Tracking and documentation of expenses
- Documentation of all actions taking during emergency operations
- Procuring necessary equipment, resources, and additional support
- Tracking and documentation of city employee working hours
- Documentation of city employee working hours
- Managing continuity of operations (COOP) for the city
- Developing staff rotation schedules for extended operations
- Managing compensation and claims related to emergency operations
- Tracking and documenting of the deployment and utilization of resources
- Managing additional staff and volunteers to support emergency operations
- Managing both financial and in-kind donations
- Overseeing and managing information technology components and issues as they arise
- And other actions as determined appropriate

8.1.1 City Emergency Operations Policy Statement

Limitations: Due to the nature of emergency response, the outcome is not easy to predict. Therefore, it should be recognized that this plan is meant to serve as a guideline and that the outcome of the response may be limited by scope, magnitude, and duration of the event.

Suspension of Routine Activities and Availability of Employees: Day-to-day functions that do not contribute directly to the disaster operation may be suspended for the duration of an emergency. Efforts normally required for routine activities may be redirected to accomplish emergency tasks. During an emergency response, City employees not otherwise assigned emergency disaster related duties will, unless otherwise restricted, be made available to augment the work of their department, or other City departments, if required.

Households of Emergency Response Personnel: City employees may not be at peak efficiency or effectiveness during a disaster if the status of their households is unknown or in doubt. Employees who are assigned disaster response duties are encouraged to make arrangement with other employees, friends, neighbors, or relatives to check on their immediate families in the event of a disaster and to communicate that information to the employee through the City Emergency Operations Center.

Non-Discrimination: All local activities will be carried out in accordance with federal nondiscrimination laws. It is the City's policy that no service will be denied on the basis of race, religion, national origin, age, sex, marital status, veteran status, sexual orientation of the presence of any sensory, mental or physical disability.

Citizen Preparedness: This plan does not substitute government services for individual responsibility. Citizens are expected to be aware of developing events and take appropriate steps to respond in a safe and timely manner. Since the City's resources and personnel may be overwhelmed at the onset of a disaster event, individuals and organizations should be prepared to be self-sufficient following a disaster. The City will make every effort to provide information to the public via the media and other sources to assist citizens in dealing with the emergency.

8.1.2 Disaster Service Workers

Under California Government Code, Section 3100-3109, all public employees are obligated to serve as Disaster Service Workers. Public employees (civil service) are all persons employed by any county, city, state agency or public district in the State of California. Disaster Service Workers provide services and support during declared emergencies or disasters.

In the event of a major emergency or disaster, City employees may be called upon to perform certain duties in support of emergency management operations, such as: serve in a position in the Emergency Operations Center, support shelter operations, or work at a logistics base in the field.

- City employees may be required to work at any time during a declared emergency and may be assigned to disaster service work
- Assignments may require service at locations, times and under conditions other than normal work assignments
- Assignment may include duties within the Emergency Operation Center, in the field or at another designated location

Under no circumstances will City employees that do not usually have a response role in their day-to-day responsibilities be asked to perform duties or functions that are hazardous, that they have not been trained to perform or are beyond their recognized capabilities.

8.1.3 Documentation

The Emergency Operations Center Finance/Administration Section will be responsible for maintaining records on damage assessment expenditures, recovery cost expenditures, insurance related documents, personnel overtime and other cost associated with the emergency.

The Emergency Operations Center Planning Section will maintain copies of documents that are integral to Emergency Operation Center functions such as Emergency Operation Center Action Plans, Situation Status Logs, Position Logs etc. that together make up the history and chronology of the emergency events.

8.2 Finance

In the case of a major disaster, the Emergency Operations Center will support county, state, and federal entities with cost recovery efforts, if requested and as able. City citizens may benefit from the Small Business Administration, and the City may benefit from the State and/or the Federal Emergency Management Agency Public Assistance Program. The City may assist the citizenry with public service announcement regarding support available as unemployment benefits, worker's compensation, and insurance benefits.

8.2.1 Expenditure Tracking

The city may be reimbursed for insurance, state and/or federal sources for disaster-related expense. The purpose of this section is to provide guidance on the record keeping requirements for claiming such expenses.

8.2.2 Eligible Expenses

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and which service is the responsibility of the applicant agency. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy of the emergency service. Ineligible expense includes costs for standby personnel and/or equipment and lost revenue.

8.2.3 Recordkeeping Requirements

State and federal governments require detailed information to support claims for reimbursement. Funding will be approved or denied based upon the information supplied by applicant agencies. Documentation supporting all cost claimed will be required, and all information must relate back to individual original source records. The following guidelines should be followed when documenting disaster-related reimbursable expenses:

- Costs and revenue associated with emergency operations should be segregated from normal operating expenses
- Separate records should be maintained for each vehicle and piece of heavy equipment used for emergency operations
- Vehicles and equipment documentation should include the limes and/or hours operated by location and operator

- Vehicle operating expenses should include fuel, tires, and maintenance
- Labor costs should be compiled separate from vehicle and/or equipment expenses
- Equipment documentation should include exactly where the equipment was used and for what; hours and minutes used; and the name of the equipment operator if applicable
- Revenues and subsidies for emergency operations must be subtracted from any costs claimed
- Requisitions, purchase orders, and invoices must be maintained for all supplies, materials and equipment expenses claimed
- Costs for supplies and materials must include documentation of exactly where resources were used and for what purpose
- All non-competitive procurements must be justified

Expenditure tracking should commence upon notice or obvious occurrence of disasters that require. The following section focus on logistics and resource management, priorities, and requests.

8.3 Logistics

8.3.1 Resource Management

The resource management function describes the system that will be utilized for identifying available resources within the City to enable timely, efficient, and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the National Incident Management System (NIMS) includes mutual aid and assistance agreements, the use of special federal, state, territorial, tribal, and local teams, and resource mobilization protocols. This function specifically includes the management of personnel for emergency management operations and addresses necessary coordination efforts with local jurisdictions to secure necessary support and resources.

8.3.2 Resource Priorities

When activated, the City Emergency Operations Center establishes priorities for resource allocation during the emergency. All City resources are considered part of a pool, which may be allocated by the Emergency Operations Center to fulfill priority missions. Each department retains control of its non-assigned resources until released for an emergency assignment by the Emergency Operations Center.

8.3.3 Resource Requests

Resource requests will be made through one of the following processes:

- Discipline-specific (usually Fire and Law) mutual aid systems: Request for resources that are normally within the inventories of the mutual aid system will go from local coordinator to Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordination.
- All other resource request will be made through the logistics function at each level.

Resource request from the City will be coordinated with the Los Angeles Operational Area Emergency Operations Center to determine if the resource is available internally or other more appropriate sources located within the Operational Area. Emergency Management Mutual Aid Coordinators at each level will keep the Operations Chief informed of the status of resource request and allocations. Coordinators at each level will communicate and coordinate with each other to maintain current status on resource request and allocation within the disaster area.

Resource request from the City Emergency Operations Center to the Los Angeles Operational Area Emergency Operations Center may be verbally requested and then documented. Available resources will be allocated to the requesting local government, if request for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Chiefs in the Emergency Operations Center are responsible for ensuring that priorities are followed.

Resource requests for equipment, personnel, or technical assistance not available to the City should be coordinated with the Los Angeles County Emergency Operations Center to the Southern Region Regional Emergency Operations Center. Once the request is coordinated, approved and resources deployed, planning in coordination with various Operational Branches, is responsible for tracking the resources.

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9 Plan Development and Maintenance

This section of the City EOP discusses the overall approach to plan development and maintenance responsibilities.

This plan is developed under the authority conveyed to the City Manager's office in accordance with the City's Emergency Organization who has the primary responsibility for ensuring that necessary changes and revisions to this plan are prepared, coordinated, published, and distributed. The City uses the planning process prescribed by the Federal Emergency Management Agency and the State of California. This Plan and supporting documentation are reviewed and updated on a regular basis. The review and updates are coordinated with City Departments and the Los Angeles County.

9.1 Administrative Practices

Adherence to standard administrative and financial procedures is critical to ensure resources and funding to support response and recovery activities are accurately tracked and accounted for. Standard administrative and financial practices also support proper cost accounting in order to obtain any reimbursement provided through disaster assistance programs.

The City follow the administrative practices required by state law and the SEMS Guidelines in Part III of the *SEMS Guidelines* documents California's Emergency Management administrative practices.

9.2 Standard Operating Procedures (SOP)

This Plan is intended to be used in conjunction with county, operational area, and State plans and associated SOPs. Where supporting plans are inconsistent with the general principles described in the State Emergency Plan, the state plan will supersede supporting plans.

SOPs provide the purpose, authorities, duration, and details for the preferred method or performing a single function or a number of interrelated functions in a uniform manner. SOPs must also facilitate the need to carry out actions under conditions that may not have been anticipated when the SOP was drafted. For example, it may be necessary to consider alternative procedures that solve a problem in order to perform in a more time-efficient or cost-efficient way. It is clear; therefore, some procedures may need to be suspended, relaxed, or made operational under threat of disaster. However, such action should be carefully considered, and the consequences should be projected realistically.

9.3 Training and Exercises

All city department personnel that are designated responsible for staffing the EOC are required to complete training related to emergency management operations. All designated personnel will be provided a copy of this plan (as noted in the Record of Distribution section of this plan) and are required to read and become familiar with the plan. The Coordinator of Emergency Services will notify holders of this plan of training opportunities associated with emergency management and operations.

A multi-year training and exercise plan (MYTEP) will be developed and followed that will identify and prioritize the levels of training and exercises the city will follow. This MYTEP should, as best as possible, align with other trainings and exercises within the operational area to ensure practice and integration with OA partners as often as possible. The Coordinator of Emergency Services will be responsible for the ongoing maintenance of the MYTEP and ensure plan reviews, trainings and exercises are conducted accordingly.

Partner jurisdictions and agencies having assigned responsibilities under this plan must ensure their assigned personnel are properly trained to carry out identified responsibilities. Individual jurisdictions and agencies are responsible for maintaining their own plans, training, and program maintenance.

Training and exercises involve a variety of scopes, scales, and participation. Such training events include the following:

Drills. A drill is a small, organized exercise that tests one specific action, such as evacuation of a building, or a sheltering-in-place.

- **2021**- Emergency Operations Plan review with EOC and City Staff to familiarize personnel that have the potential to be assigned to the EOC during an activation.
- **2021** – Emergency Operations Center overview to familiarize EOC and City Staff with the process of opening up the EOC in the event of an emergency and provide direction to the functions of the Management, Operations, Planning, and Logistics sections. Provide direction for communications for EOC activities and notifications to the public.

Tabletop exercises. A tabletop exercise is a discussion-based exercise in a low-stress environment to discuss a possible emergency scenario.

- **2022**- Incorporate a Table Top Exercise for EOC and City Staff to manage a designed response to a simulated earthquake to measure the decision making process and functionality of the EOC.
- **2022** – Provide a "Hot Wash" review of the Table Top Exercise for the earthquake scenario to garner input from participants on the functionality of the EOC and process to make improvements for the future.
- **2022** – Complete an After Action Report (AAR) of the Table Top Exercise and provide a briefing to EOC and City Staff that addresses the functionality of the Emergency Operations Center for the simulated earthquake exercise.

Functional exercise. A functional exercise is an activity designed to exercise a single function, or multiple functions through the simulation of a realistic scenario. The functional exercise is designed to simulate real conditions in the EOC, and as such as time constraints on decision making and, by its nature, allows for a more stressful environment.

- **2023** – Conduct a Functional Exercise of a simulated Earthquake Scenario for EOC, City Staff, and First Responders to measure the effectiveness of EOC Operations.
- **2023** – Provide a "Hot Wash" review of the Function Exercise for the earthquake scenario to garner input from participants on the functionality of the EOC and coordination with First Responders to make improvements for the future.
- **2023** - Complete an After Action Report (AAR) of the Functional Exercise and provide a briefing to EOC, City Staff, and First Responders that addresses the functionality and coordination of all participants for the simulated earthquake exercise.

Full-scale exercise. A full-scale exercise is an activity involving multiple agencies, jurisdictions, entities, organizations, etc., and exercising multiple functions through the simulation of a realistic scenario. This exercise includes the mobilization and utilization of city resources.

- **2024** – Conduct a Full-Scale Exercise of the EOC in coordination with outside agencies and supporting entities for a designated scenario that will provide EOC, City Staff, and First Responders the ability to coordinate activities necessary for a wide scale event.
- **2024** – Provide a "Hot Wash" review of the Full Scale Exercise to garner input from participants on the functionality of the EOC in coordination with City Staff, First Responders, and outside agencies / entities to make improvements for the future.
- **2024** – Complete an After Action Report (AAR) of the Full Scale Exercise and provide a briefing to EOC, City Staff, First Responders, and outside agencies / entities that addresses functionality and coordination of all participants for the simulated exercise.

EOC Cadre Course Curriculum

Designated Staff to fill critical EOC positions should be identified to receive additional training specific to EOC Operations. This training is essential to the critical functions of the EOC in terms of Management, Operations, Planning, Logistics, and Finance Sections. Development and implementation of Emergency Action Plans and Operations that are consistent with NIMS and SIMS are essential with operating within the scope of the Incident Command System and the Emergency Operations Center Interface. Grant subsidized training for these courses has been obtained by the Area E Disaster Management Coordinator and will be available to Area E Cities starting in 2021.

EOC Cadre Course Curriculum:

Line #	Course #	Basic Course Name	Hours
1	G191	Incident Command System - Emergency Operations Center Interface (G191)	8
2	G611F	Essential EOC Finance and Admin Section Positions Specific Training (LSEMSF)	8
3	G611L	Essential EOC Logistics Section Positions Specific Training (G611) (LSEMSL)	8
4	G611M	Essential EOC Management Section Positions Specific Training (LSEMSM)	8
5	G611O	Essential EOC Operations Section Positions Specific Training (LSEMSO)	8
6	G611P	Essential EOC Planning and Intel Section Positions Specific Training (LSEMSP)	8
7	G626e	Essential EOC Action Planning (G626E) - CA-007-COMM-1	8
8	G775	EOC Management and Operations (G775)	16

9.4 Essential Records Retention

Maintenance of administrative records continues through all phases of an emergency. In preparation for an emergency, training and appropriate forms are provided, including procedures for all units of potential response organization. During a response, entities ensure adequate documentation is collected through the Documentation Unit at the Incident and EOC, for activities of personnel, use of equipment, and expenditures for the emergency. Finally, after the response has been terminated, records should be protected and maintained for audit purposes. The Cost Unit is responsible for cost recovery records and assisting in collecting any missing information. Problem areas are identified, corrective measures taken, and employees retrained in the proper, updated procedures.

9.5 After Action Reports and Corrective Actions

SEMS regulations require local government agencies, to complete an After-Action Report (AAR) for each Governor proclaimed emergency. After an incident or from a gubernatorial proclamation, the AAR is completed within 120 days. Furthermore, SEMS regulations under Title XIX, Division 2, Chapter 1, Section 2450(a) requires any federal, state, or local jurisdiction proclaiming or responding to a Local Emergency for which the governor has declared a *State of Emergency* or *State of War Emergency* shall complete and transmit an AAR to Cal OES within 90 days of the close of the emergency period.

The identification of corrective actions is critical to the AAR process. Jurisdictions are strongly encouraged to make recommendations for correcting problems noted in the response/recovery effort, or during exercises and training. Corrective actions may encompass anything from detailed recommendations for improving individual agency plans and procedures to broader system-wide improvements. Corrective actions are assigned to relevant stakeholders and tracked to ensure the identified problem has been addressed.

The AAR will provide, at a minimum:

- Response actions that were taken.
- Application of SEMS during response.
- Necessary modifications to plans and procedures that are needed.
- Lessons learned.
- Noted areas of improvement.
- Best practice implementations proposed.
- Training needed.
- Recovery activities conducted to date.
- Additional information as appropriate.

Findings and recommendations in the contents of the AAR will be used to further develop and update the city EOP, as necessary. AAR development will include the input of all personnel involved in the incident or exercise.

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10 Authorities and References

FEDERAL

Authorities

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, 42 U.S.C. 5121, et seq., as amended
- Homeland Security Presidential Directive 5, Management of Domestic Incidents, February 28, 2003
- Homeland Security Presidential Directive 8, National Preparedness, December 17, 2003
- The Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2007
- Public Law 920, Federal Civil Defense Act of 1950, as amended
- Public Law 84-99, U.S. Army Corps of Engineers - Flood Fighting
- Public Law 93-288, Federal Disaster Relief Act of 1974
- Public Law 107-188, Bio-terrorism Act, June 2002
- Public Law 107-296, Homeland Security Act, January 2002
- Executive Order 13228, Office of Homeland Security, October 8, 2001
- Executive Order 13231, Critical Infrastructure Protection, October 16, 2001
- Executive Order 13234, Citizens Prepared, November 9, 2001
- Presidential Decision Directive 39 - U.S. Policy on Counterterrorism, June 1995
- Presidential Decision Directive 62 - Combating Terrorism, May 1998
- Presidential Decision Directive 63 – Critical Infrastructure Protection, May 1998
- National Security Presidential Directive 17 - National Strategy to Combat Weapons of Mass Destruction

References

- National Response Framework (as revised)
- National Incident Management System
- Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, November 2020, Version 3.0 (draftv0.5)

STATE

Authorities

- California Disaster Assistance Act, California Government Code Section 8680 et. seq.
- California Disaster and Civil Defense Master Mutual Aid Agreement
- California Government Code, Title 1, Chapter 4, Division 8, Section 3100 - Disaster Service Workers
- California Government Code, Title 1, Chapter 4, Division 8, Section 8635 - Continuity of Government

- California Government Code, Title 2, Division 1, Chapter 7 – California Emergency Services Act
- California Government Code, Title 19, Division 2 – Standardized Emergency Management System
- California Water Code, § 128-Department of Water Resources - Flood Fighting

References

- Standardize Emergency Management System
- California Disaster Assistance Act
- California State Emergency Plan, October 1, 2017

COUNTY

Authorities

- Los Angeles County Emergency Services Code of Ordinances Chapter 2.68 as amended

References

- Los Angeles County Operational Area Emergency Response Plan, June 2012
- Public Draft - 2019 County of Los Angeles All-Hazards Mitigation Plan, 2019

CITY

- City Resolution No. x adopting the Emergency Operations Plan, Basic Plan, on Month DD, YYYT.
- City, California Municipal Code, Chapter x, Article x, Section x

11 Appendix A - Acronyms

Action Plan (AP)

After Action Report (AAR)

California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA)

California Disaster Assistance Act (CDAA)

California Emergency Services Act (ESA)

Continuity of Government (COG)

Continuity of Operations (COOP)

Department Operations Center (DOC)

Emergency Management Assistance Compact (EMAC)

Emergency Operations Center (EOC)

Emergency Operations Plan (EOP)

EOC Action Plan (EAP)

Incident Action Plan (IAP)

Incident Commander (IC)

Incident Command Post (ICP)

Incident Command System (ICS)

Joint Information Center (JIC)

Multiagency Coordination Group (MAC Group)

Multiagency Coordination System(s) (MACS)

Multi-year Training and Exercise Plan (MYTEP)

National Incident Management System (NIMS)

National Response Framework (NRF)

Operational Area (OA)

Public Information Officer (PIO)

Regional Emergency Operations Center (REOC)

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)

Standard Operating Procedure (SOP)

Standardized Emergency Management System (SEMS)

State Operations Center (SOC)

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12 Appendix B – Glossary of Terms

Action Plan (AP): See EOC Action Plan and Incident Action Plan.

Activation: 1) Initial activation of an EOC may be accomplished by a designated official of the emergency response agency that implements SEMS as appropriate to accomplish the agency's role in response to the emergency. 2) An event in the sequence of events normally experienced during most emergencies.

After Action Report (AAR): A report that examines response actions, application of SEMS, modifications to plans and procedures, training needs, and recovery activities. AARs are required under SEMS after any emergency that requires a gubernatorial state of emergency proclamation. Local government AARs must be submitted to Cal OES within 90 days.

Agency: A division of government with a specific function offering a particular kind of assistance. In the Incident Command System (ICS), agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance). Governmental organizations are most often in charge of an incident, though in certain circumstances private sector organizations may be included. Additionally, Non-Governmental Organizations (NGO) may be included to provide support. All-Hazards: Any incident, natural or human-caused, that warrants action to protect life, property, environment, public health, or safety, and minimize disruptions of government, social, or economic activities.

California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA): An agreement entered by and between the State of California, its various departments and agencies, and the various political subdivisions, municipal corporations, and public agencies of the State of California to assist each other by providing resources during an emergency. Mutual Aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other in response to any type of disaster or emergency. California Emergency Support Functions (CA-ESF): The CA-ESFs are a grouping of State agencies, departments, and other stakeholders with similar functional activities/responsibilities whose responsibilities lend to improving the state's ability to collaboratively prepare for, effectively mitigate, cohesively respond to, and rapidly recover from any emergency. CA-ESFs unify a broad-spectrum of stakeholders with various capabilities, resources, and authorities to improve collaboration and coordination for a particular discipline. They also provide a framework for the state government to support regional and community stakeholder collaboration and coordination at all levels of government and across overlapping jurisdictional boundaries.

California Emergency Services Act (ESA): An Act within the California Government Code to ensure preparations within the state will be adequate to deal with natural, human-caused, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property, and the natural resources of the state, and generally to

protect the health and safety and preserve the lives and property of the people of the state.

Catastrophe: Any natural or human-caused incident, including terrorism that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions.

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command/Management: Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels.

Command Post: See Incident Command Post.

Command Staff: The Command Staff at the SEMS Field Level consists of the Information Officer, Safety Officer, and Liaison Officer. They report directly to the Incident Commander. They may have an assistant or assistants, as needed. These officers are also found at the EOC levels in SEMS and they report directly to the EOC Director and comprise the Management Staff. They may have an assistant or assistants, as needed.

Communications: Process of the transmission of information through verbal, written, or symbolic means.

Continuity of Government (COG): Activities that address the continuance of constitutional governance. COG planning aims to preserve and/or reconstitute the institution of government and ensure that a department or agency's constitutional, legislative, and/or administrative responsibilities are maintained. This is accomplished through succession of leadership, the pre-delegation of emergency authority, and active command and control during response and recovery operations.

Continuity of Operations (COOP): Planning should be instituted, including all levels of governments, across the private sector and non-governmental organizations as appropriate, to ensure the continued performance of core capabilities and/or critical government operations during any potential incident.

Coordination: The process of systematically analyzing a situation, developing relevant information, and informing appropriate command authority of viable alternatives for selection of the most effective combination of available resources to meet specific objectives. The coordination process (which can be either intra- or inter-agency) does not involve dispatch actions. However, personnel responsible for coordination may perform command or dispatch functions within the limits established by specific agency delegations, procedures, legal authority, etc. Multiagency or interagency coordination is found at all SEMS levels.

Coordination Center: Term used to describe any facility used for the coordination of agency or jurisdictional resources in support of one or more incidents.

Corrective Actions: Implementing procedures based on lessons learned from actual incidents or from training and exercises.

Cost Unit: Functional unit within the Finance/Administration Section responsible for tracking costs, analyzing cost data, making cost estimates, and recommending cost-saving measures.

Critical Infrastructure: Systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

Demobilization: The orderly, safe, and efficient return of an incident resource to its original location and status.

Department Operations Center (DOC): An Emergency Operations Center (EOC), specific to a single department or agency where the focus is on internal agency incident management and response. They are often linked to and, in most cases, are physically represented in a combined agency EOC by authorized agent(s) for the department or agency.

Disaster: A sudden calamitous emergency event bringing great damage, loss, or destruction.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Section Chief. A Division is located within the ICS organization between the Branch and resources in the Operations Section.

Documentation Unit: Functional unit within the Planning/Intelligence Section responsible for collecting, distributing, recording, and safeguarding all documents relevant to an incident or within an EOC.

Emergency: Any incident(s), whether natural or human-caused, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives, protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Management Assistance Compact (EMAC): A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues upfront: liability and reimbursement.

Emergency Management Community: The stakeholders in emergency response in California including the residents of California, the private sector and federal, state, local, and tribal governments.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOC may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., federal, state, regional, tribal, city, county), or some combination thereof.

Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Response Agency: Any organization responding to an emergency, or providing mutual aid support to such an organization, whether in the field, at the scene of an incident, or to an operations center.

Emergency Response Personnel: Personnel affiliated with or sponsored by emergency response agencies.

EOC Action Plan: The plan developed at SEMS EOC levels, which contains objectives, actions to be taken, assignments, and supporting information for the next operational period.

Essential Facilities: May include facilities such as law enforcement, fire, emergency operations centers, schools, medical facilities, and other resources that have a role in an effective and coordinated emergency response.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas and their reception and care in safe areas.

Federal: Of or pertaining to the federal government of the United States of America. Finance/Administration Section: The section responsible for all administrative and financial considerations surrounding an incident or EOC activation.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics and Finance/Administration. The same five functions are also found at all SEMS EOC Levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, (e.g., the planning function). A sixth function, Intelligence/Investigations, may be established, if required, to meet emergency management needs.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. See Division.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objective reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods. At the SEMS EOC Level, it is called the EOC Action Plan.

Incident Command: Responsible for overall management of the incident and consists of the Incident Commander, either single or unified command, and any assigned supporting staff.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics, and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Command Post (ICP): The field location where the primary functions are performed. The ICP may be co-located with the incident base or other incident facilities.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Information: Pieces of raw, unanalyzed data that identifies persons, evidence, events; or illustrates processes that specify the occurrence of an event. May be objective or subjective and is intended for both internal analysis and external (news media) application. Information is the "currency" that produces intelligence.

Intelligence: Product of an analytical process that evaluates information collected from diverse sources, integrates the relevant information into a cohesive package, and produces a conclusion or estimate. Information must be real, accurate, and verified before it becomes intelligence for planning purposes. Intelligence relates to the specific details involving the activities of an incident or EOC, and current and expected conditions, and how they affect the actions taken to achieve operational period objectives. Intelligence is primarily intended for internal use and not for public dissemination. Intelligence/Investigations: Intelligence gathered within the Intelligence/Investigations function is information that either leads to the detection, prevention, apprehension, and prosecution of criminal activities (or the individual(s) involved) including terrorist incidents or information that leads to determination of the cause of a given incident (regardless of the source) such as public health events or fires with unknown origins. This is different from the normal operational and situational intelligence gathered and reported by the Planning Section.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public information officials from all participating agencies should co-locate at the JIC.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., federal, state, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

Key Resources: Any publicly or privately controlled resources essential to the minimal operations of the economy and government.

Local Government: According to federal code (36a) county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity.

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, and material support for an incident or EOC activation.

Management Staff: See Command Staff.

Mitigation: Provide a critical foundation in the effort to reduce the loss of life and property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

Mobilization: The process and procedures used by all organizations - federal, state, tribal, and local - for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multiagency Coordination Group (MAC Group): Typically, administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds, are brought together and form MAC Groups. MAC Groups may also be known as multiagency committees, emergency management committees, or as otherwise defined. It can provide coordinated decision-making and resource allocation among cooperating agencies and may establish the priorities among incidents, harmonize agency policies, and provide strategic guidance and direction to support incident management activities.

Multiagency Coordination System(s) (MACS): Multiagency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The elements of multiagency coordination systems include facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are EOC and MAC Groups. These systems assist agencies and organizations responding to an incident. Mutual Aid Agreements and/or Assistance Agreements: Written or oral agreements between and among agencies/organizations and/or jurisdictions that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an incident.

Mutual Aid Coordinator: An individual at the local government, Operational Area, Region or State Level that is responsible to coordinate the process of requesting, obtaining, processing, and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

Mutual Aid Region: A mutual aid region is a subdivision of Cal OES established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the state, consisting of two or more Operational Areas.

National: Of a nationwide character, including the federal, state, tribal, and local aspects of governance and policy.

National Incident Management System (NIMS): Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and non-governmental organizations to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

National Response Framework (NRF): A guide to how the nation conducts all-hazards incident management. Non-governmental Organization (NGO): An entity with an

association based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGO include faith-based charity organizations and the American Red Cross.

Officer: 1) The ICS title for the personnel responsible for the Command Staff (Management Staff at EOC) positions of Safety, Liaison, and Public Information. 2) One who holds an office or post; especially one elected or appointed to a position of authority or trust in a corporation, government, institution, etc.

Operational Area (OA): An intermediate level of the state emergency organization, consisting of a county and all other political subdivisions within the geographical boundaries of the county.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually last 12-24 hours.

Operations Section: The section responsible for all tactical incident operations and implementation of the Incident Action Plan. In ICS, it normally includes subordinate branches, divisions, and/or groups. At the SEMS EOC levels, the section is responsible for the coordination of operational activities. The Operations Section at an EOC contains branches, groups, or units necessary to maintain appropriate span of control.

Organization: Any association or group of persons with like objectives. Examples include, but are not limited to, governmental departments and agencies, private sector, and/or non-governmental organizations.

Planning Section: The section responsible for the collection, evaluation, and dissemination of operational information related to the incident or EOC activities and for the preparation and documentation of the IAP or EOC action plan, respectively. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident or EOC activation.

Political Subdivisions: Includes any city, city and county, county, tax or assessment district, or other legally authorized local governmental entity with jurisdictional boundaries.

Preparedness: A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within NIMS, preparedness focuses on the following elements: planning, procedures and protocols, training and exercises, personnel qualification and certification, and equipment certification.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved

surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity, and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce, and industry.

Protocols: Sets of established guidelines for actions (which may be designated by individuals, teams, functions, or capabilities) under various specified conditions.

Public Information: Processes, procedures, and systems for communicating timely, accurate, and accessible information on the incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected).

Public Information Officer (PIO): A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for interfacing with the public and media and/or with other agencies with incident-related information requirements.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private–sector, non-governmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Regional Emergency Operations Center (REOC): Facilities found at Cal OES Administrative Regions. REOC provide centralized coordination of resources among Operational Areas within their respective regions and between the Operational Areas and the State Level.

Reimbursement: Provide a mechanism to recoup funds expended for incident-specific activities.

Resource Management: Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special federal, state, tribal, and local teams; and resource mobilization protocols.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is

maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of EOP and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response Personnel: Includes federal, state, territorial, tribal, sub-state regional and local governments, private sector organizations, critical infrastructure owners, and operators, NGO and all other organizations and individuals who assume an emergency management role. Also known as an Emergency Responder.

Safety Officer: A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for monitoring incident operations and advising the IC on all matters relating to operational safety, including the health and safety of emergency responder personnel. The Safety Officer may have assistants.

Section: 1) The organizational level having responsibility for a major functional area of incident or EOC Management, (e.g., Operations, Planning, Logistics, Finance/Administration) and Intelligence/Investigations (if established). The section is organizationally situated between the branch and the Incident Command. 2) A separate part or division as: a. A portion of a book, treatise, or writing. b. A subdivision of a chapter. c. A division of law.

Situation Report: Often contains confirmed or verified information regarding the specific details relating to the incident.

Special District: A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate, and maintain systems, programs, services, or projects [(as defined in California Code of Regulations (CCR) Section 2900(s)] for purposes of natural disaster assistance. This may include joint powers authority established under Section 6500 et. seq. of the California Code of Regulations.

Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) establishes the programs and processes for the federal government to provide disaster and emergency assistance to states, local governments, tribal nations, individuals, and qualified private nonprofit organizations. The provisions of the Stafford Act cover all hazards including natural disasters and terrorist events. Relevant provisions of the Stafford Act include a process for Governors to request federal disaster and

emergency assistance from the President. The President may declare a major disaster or emergency.

Standard Operating Procedure (SOP): Complete reference document or an operation manual that provides the purpose, authorities, duration, and details for the preferred method of performing a single function or several interrelated functions in a uniform manner.

Standardized Emergency Management System (SEMS): A system required by California Government Code and established by regulations for managing response to multiagency and multijurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field Response, Local Government, Operational Area, Region, and State.

Standardized Emergency Management System (SEMS) Guidelines: The SEMS guidelines are intended to assist those responsible for planning, implementing, and participating in SEMS.

Standardized Emergency Management System (SEMS) Regulations: Regulations establishing the Standardized Emergency Management System (SEMS) based upon the Incident Command System (ICS) adapted from the system originally developed by the Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) program including those currently in use by State agencies, the Multiagency Coordination System (MACS) as developed by FIRESCOPE program, the Operational Area concept, and the Master Mutual Aid Agreement and related mutual aid systems. Regulations are found at Title XIX. Division 2. Chapter 1, Section 2400 et. seq.

State: When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Public Law 107−296, 116 Stat. 2135 (2002).

State Operations Center (SOC): The SOC is operated by the California Governor's Office of Emergency Services at the State Level in SEMS. It is responsible for centralized coordination of state resources in support of the three Regional Emergency Operations Centers (REOC). It is also responsible for providing updated situation reports to the Governor and Legislature.

Strategy: The general plan or direction selected to accomplish incident objectives.

System: An integrated combination of people, equipment, and processes that work in a coordinated manner to achieve a specific desired output under specific conditions.

Technical Assistance: Support provided to state, tribal, and local jurisdictions when they have the resources, but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design or hazardous material assessments).

Technical Specialists: Personnel with special skills that can be used anywhere within the SEMS organization. No minimum qualifications are prescribed, as technical specialists normally perform the same duties during an incident that they perform in their everyday jobs and they are typically certified in their fields or professions.

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources; is a violation of the criminal laws of the United States or of any state or other subdivision of the United States in which it occurs; and is intended to intimidate or coerce the civilian population, or influence or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Public Law107−296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Tools: Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Unified Command: An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element with functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Vital Records: The essential agency records needed to meet operational responsibilities under national security emergencies or other emergency or disaster conditions (emergency operating records), or to protect the legal and financial rights of the Government and those affected by Government activities (legal and financial rights records).

Volunteer: For purposes of NIMS, a volunteer is any individual accepted to perform services by the lead agency (which has authority to accept volunteer services) when the individual performs services without promise, expectation, or receipt of compensation for services performed. See 16 U.S.C. 742f(c) and 29 CFR 553.101.

Annex Section to the Emergency Operations Plan Document

Annex (1):

American Red Cross – Sheltering – Temporary Evacuation Point

Established and managed by local Government with Red Cross and partner coordination and support

Temporary Evacuation Point (TEP)

A temporary safe place for evacuees to find respite and stage while making the decision about where they will be sheltered, gather information, and participate in the shelter registration process.

Site Selection

- Large parking lot
- Lots of overhead coverage
- Access to outdoor lighting
- Access to restrooms
- Access to handwashing
- Capacity for multiple lanes for inbound and outbound traffic patterns
- Area to support client registration and feeding operations
- If the decision is made to make the TEP an inside evacuation center, or a congregate shelter site, Red Cross Evacuation Center or Sheltering Guidelines must be followed
-

Expectations of TEP Manager (County Emergency Services Coordinator/ Gov Representative)

- In charge of the TEP activities and communicating informational updates
- Activates and closes the TEP in coordination with County EM
- Directs all actions for clients and community partners
- Responsible for safety and security of the TEP
- Coordinates with the Red Cross Site Coordinator for canteen operations and transition of clients to non-congregate and congregate sheltering
- Responsible to route clients with confirmed and present symptomatic signs COVID-19 to Public Health Screening for appropriate medical care of shelter facilities

Annex (1)

Red Cross Support

- Coordinate, through emergency management or EOC, with local community partners for support: Public Health, CERT, and other partners
- Deploy Red Cross team to site
- Upon arrival, verify that security and safety have been established by local government
- Provide snacks and water and then transition to potential meals depending on length of time at location
- Client registration with health screening questions
- Screen for best shelter options for clients
- Provide disaster information
- Direct clients to shelter(s)

Number of TEP Sites	Minimum # of Red Cross Staff per Site	Shelter Lead or Mass Care Lead	Non-Congregate Shelter Client Lodging Coordinator
1-3	3	0	1
3-5	3	1	1
6+	3	1	1

Steps for Readiness

Step 1

Pre-identify TEPs as a safety management mechanism

Step 2

Pre identify 24-hour point of contact at site, access to building, access to lighting, security, and TEP Manager (County EM Representative)

Step 3: Activation

Activate TEP and notify Red Cross of activation

When local emergency management official notifies Red Cross a TEP is activated, the Red Cross deploys their staff withing a maximum of 2 hours. A TEP will be considered minimally staffed when the TEP site Coordinator and one additional Red Cross worker are present.

Annex (1)

TEP Operational Instructions

1	Public Safety Incident Commander orders mandatory evacuations County EM locates, reports and activates TEP
	Region Initial Actions: • Local authorities will notify the temporary evacuation point location (school, church, business, etc.) of the need for facility and request location assistance with opening parking area and providing bathroom facilities (if available) • Red Cross deploy support team to site to assist with set up and operation • When time allows, complete facility walkthrough to identify key facility services (i.e. restrooms, non-vehicle reception area(s), Red Cross workstation) • Coordinate with County EM to ensure location community partners have been notified to support TEP

	Area setup (agency responsible for the TEP is responsible for the following. Red Cross may assist with any of the setup):
	• Entrance and Exit
	  ○ Signage (stop sign, Red Cross sign, wrong entry sign)
	• Non-vehicle reception area for clients who arrive without a vehicle
	  ○ Provide overhead cover (small popup tents maybe required)
	  ○ Folding chairs (6 feet physical distancing protocols no tables)
	  ○ Face masks (All clients will be provided face mask and masks must be worn at all times while in the reception area)
	• If a facility is used that has restrooms, social distancing protocols of maintaining 6-feet physical distancing
	• Yellow tape should be placed on restrooms floor with 6-feet separation

2	Red Cross TEP Actions: • Red Cross Site Coordinator works with TEP Manager to receive work assignments, and coordinates with on-site local partners at TEP • Clients will be given a Family Intake Form to complete at entrance or once parked • Once parked and Family Intake Form is completed, Registration Associate will gather forms and then start the shelter assignment process virtually or in person following social distancing protocols
3	County EM determines that sheltering is required for affected community
	Follow Red Cross sheltering guidelines and assign shelter assignments for clients
4	Non-congregate shelter assignment considerations: Priority: • COVID-19 confirmed cases • Clients presenting symptomatic signs • Vulnerable population:

	○ 65+ with underlying medical conditions ○ Any age with underlying medical conditions • Clients with AFN requirements • If space is still available and mandatory evacuations remain constant, assign rooms to remaining clients.

American Red Cross Contact

Andrea Ritter
Disaster Program Manager
Andrea.ritter2@redcross.org
213-222-5706

ITEM # 24

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: **Approval to Submit Application for the California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program Fiscal Year 2021-22**

DATE: December 8, 2021

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the submission of the grant application for California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program; and

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

FISCAL IMPACT

The California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program currently has a funding opportunity to submit a competitive grant application. The City could potentially receive $375,000 up to $1,000,000 depending on the scope of the project, program design and availability of funding for the project, there are no local matching funds. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

On October 29, 2021, Governor Gavin Newsom announced that the California Homeless Coordinating and Financing Council (HCFC) released the application for $50 million in funding for the brand-new Encampment Resolution Grant program. These funds will be available on a competitive basis to local governments that commit to addressing specific,

persistent encampments by using these resources to provide pathways to permanent housing for individuals experiencing unsheltered homelessness. The $50 million Encampment Resolution Grant program is a broader $12 billion homeless package, which includes $2 billion in flexible homelessness aid directly to local governments.

The Encampment Resolution Funding (ERF) Program grants will fund local demonstration projects that provide services to address the immediate crisis of experiencing unsheltered homelessness in encampments, to support people living in encampments onto paths to safe and stable housing and result in sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter.

ANALYSIS

The latest homeless count (2020) identified 170 homeless individuals in Montebello, though anecdotally, the number is estimated by the Fire Department to be as much as three times higher because of counting difficulties. Specifically, many of Montebello's People Experiencing Homelessness (PEH) live along the banks of the Rio Hondo River; the banks are dense with vegetation and hard-to-reach by foot or vehicle in some locations, making counting, outreaching to, and assisting the City's PEH a logistical challenge.

The PEH served by the Montebello Community Assistance Program (MCAP) have ranged in age from 16-80; approximately 90% of the PEH present with mental health issues and 70% have addiction issues. The vast majority of addiction issues are related to methamphetamine, one of the most addictive drugs in the world. PEH who are addicted to meth are particularly vulnerable due to the myriad serious health problems that accompany the addiction: heart problems, blood pressure issues, blood clots, convulsions, brain damage, confusion/disorientation, and much more. Helping these individuals out of addiction is time-consuming and challenging, and intervening is challenging as the victims are threatened with violence to themselves or their families, deportation, loss of income, and more.

In addition, the City has been addressing the homeless problem, which has worsened over the past decade due to the plummeting availability of affordable housing, and other factors that have contributed to the increase in individuals facing homelessness. Since the Fire Department handles both fire and EMS calls, they are often the first responder for issues related to the homeless. Increasingly, homeless people are responsible for setting (inadvertently or purposely some of the recent large wildfires in and around Montebello. The Fire Department continuously responds to the Rio Hondo riverbed and many others in the surrounding area due to reports of fires and/or medical calls.

DISCUSSION

The City is seeking to submit a proposal seeking funding that will be intended to build capacity to provide relevant and responsive services to individuals experiencing homelessness in encampments. Activities will also support efforts to restore encampment sites to their original state and intended purposes (i.e., clean up), but must prioritize protecting the health, safety, and well-being of the individuals who had been living in the encampments.

The Fire Department will utilize its Homeless Task Force Committee to continue to assess the needs impacting the homeless community. The committee is comprised of intra-Department collaboration, Public Works, Community Development and Parks and Recreation. The project will support cross-systems collaboration and service strategies to help people experiencing homelessness transition out of encampments and towards safe and stable housing pathways, this aligns with the recent efforts around Operation Stay Safe Project to support the bridge housing opportunities.

SUMMARY

That the City Council approve the submission of the grant proposal application for the California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program FY 2021-22.

ATTACHMENT(S):

None.

ITEM # 25

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: **Approval to Submit Application for the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) Fiscal Year 2021 Assistance to Firefighters Grant Program (AFG)**

DATE: December 8, 2021

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the submission of the grant application for Department of Homeland Security (DHS), Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program; and

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

FISCAL IMPACT

The Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program currently has a funding opportunity to submit a competitive grant application. Depending on the scope of the project, the City could potentially receive up to $475,000 for the project with a 10% local matching funds requirement. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

The Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS)/ Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program provides

financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately $7.7 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

DISCUSSION

The Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), is accepting applications for the Assistance to Firefighters Grant (AFG). The objectives of the AFG program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. This grant provides three activities: 1) Operations and Safety, 2) Vehicle Acquisition, and 3) Regional Projects.

The Department is seeking to submit a grant proposal seeking funding that will be intended to be used towards enhancement of all three (3) of the Department's fire stations and support training, applying under the appropriate category based on specific needs. The additional funding resources would provide much needed operational infrastructure that will support the Fire Department's overall strategic goals in the delivery of fire services to the community.

SUMMARY

That the City Council approve the submission of the grant proposal application for the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program.

ATTACHMENT(S):

None.

ITEM# 26

RESOLUTION NO. 21-95

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.1521, consisting of 12 pages, and including:

Warrant No.

General: Checks No.594612 through 594866;
ACH No. 1232 through 1353;
Successor Agency: Check No. 1486

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

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

_____

_____

_____

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

APPROVED AND ADOPTED this 8th day of December 2021.

_____
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. 21-95 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 8th day of December 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

City of Montebello
Register of Demands No.
From Payment Date: 11/04/21 - To Payment Date: 11/24/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR#	VENDOR NAME
4331 - General Account					
1232	11/04/2021	$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
1233	11/04/2021	$1,468.07	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1234	11/04/2021	$18,626.65	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1235	11/04/2021	$17,796.85	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1236	11/04/2021	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
1237	11/04/2021	$790.72	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
1238	11/04/2021	$291.83	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
1239	11/04/2021	$826.68	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
1240	11/04/2021	$16,142.52	CONTRACT SERVICES	2793	IBE DIGITAL
1241	11/04/2021	$2,417.86	SUPPLIES	26670	LIFE-ASSIST INC
1242	11/04/2021	$347.18	CONTRACT SERVICES	1246	JESUS J MACIAS
1243	11/04/2021	$179.44	TRAINING	730	ARMANDO MIRANDA
1244	11/04/2021	$60.20	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1245	11/04/2021	$16,696.61	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1246	11/04/2021	$33,093.96	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1247	11/04/2021	$125.75	SUPPLIES	33960	DAVID SOSNOWSKI
1248	11/04/2021	$1,001.07	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALAS
1249	11/10/2021	$139,917.40	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	37720	ADVANCED APPLIED ENGINEERING INC
1250	11/10/2021	$1,534.06	CONTRACT SERVICES	423	AIR EXCHANGE INC
1251	11/10/2021	$347.29	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1252	11/10/2021	$61,810.51	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1253	11/10/2021	$2,423.42	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
1254	11/10/2021	$8,613.27	SUPPLIES	62880	AMERICAN MARKER
1255	11/10/2021	$334,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
1256	11/10/2021	$35.28	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
1257	11/10/2021	$204.32	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1258	11/10/2021	$5,050.26	SUPPLIES	2624	CRAFCO INC
1259	11/10/2021	$395.50	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
1260	11/10/2021	$535.27	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
1261	11/10/2021	$8,740.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
1262	11/10/2021	$446.64	SUPPLIES	26670	LIFE-ASSIST INC
1263	11/10/2021	$1,312.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC

City of Montebello
Register of Demands No.
From Payment Date: 11/04/21 - To Payment Date: 11/24/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR#	VENDOR NAME
1264	11/10/2021	$150,485.17	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	2955	ONYX PAVING COMPANY INC
1265	11/10/2021	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
1266	11/10/2021	$4,264.00	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
1267	11/10/2021	$4,512.38	CONTRACT SERVICES	3244	SCRIPPS EXECUTIVE HEALTH MEDICAL GROUP INC
1268	11/10/2021	$540.22	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALAS
1269	11/04/2021	$10.00	PERMITS AND FEES	3163	BANK OF AMERICA
1270	11/15/2021	($615.86)	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
1271	11/15/2021	$615.86	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
1272	11/18/2021	$33,565.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1273	11/18/2021	$1,201.85	CONTRACT SERVICES	423	AIR EXCHANGE INC
1274	11/18/2021	$4,143.96	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1275	11/18/2021	$54,067.68	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1276	11/18/2021	$469.92	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1277	11/18/2021	$2,418.00	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1278	11/18/2021	$17,863.16	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1279	11/18/2021	$37.34	SUPPLIES	844	BEST LAWNMOWER INC
1280	11/18/2021	$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
1281	11/18/2021	$2,972.07	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1282	11/18/2021	$384.51	SUPPLIES	2455	THE ILLINI COMPANIES INC
1283	11/18/2021	$197.07	SUPPLIES	408	DEKRA-LITE INDUSTRIES INC
1284	11/18/2021	$40.00	CARPOOL INCENTIVE	3384	ALICIA FERNANDEZ
1285	11/18/2021	$60.00	CONTRACT SERVICES	23660	DAIOHS USA
1286	11/18/2021	$335.00	CONTRACT SERVICES	180	GLORY GLOBAL SOLUTIONS INC
1287	11/18/2021	$12,294.76	MACHINERY & EQUIPMENTS	2654	GOLDEN STAR TECHNOLOGY INC
1288	11/18/2021	$1,378.27	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
1289	11/18/2021	$1,664.80	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1290	11/18/2021	$23,370.44	CONTRACT SERVICES	2793	IBE DIGITAL
1291	11/18/2021	$30.00	CARPOOL INCENTIVE	2704	JACQUELINE JAUREGUI
1292	11/18/2021	$616.85	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1293	11/18/2021	$1,509.05	SUPPLIES	26670	LIFE-ASSIST INC
1294	11/18/2021	$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
1295	11/18/2021	$327.55	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1296	11/18/2021	$82,010.25	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1297	11/18/2021	$8,708.05	BUILDING IMPROVEMENTS	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC

City of Montebello
Register of Demands No.
From Payment Date: 11/04/21 - To Payment Date: 11/24/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR#	VENDOR NAME
1298	11/18/2021	$120.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
1299	11/18/2021	$40.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX
1300	11/18/2021	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
1301	11/18/2021	$40,408.20	CONTRACT SERVICES	42180	PCAM LLC
1302	11/18/2021	$325.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
1303	11/18/2021	$49.17	SUPPLIES	1120	BLUETRITON BRANDS INC
1304	11/18/2021	$19,719.84	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1305	11/18/2021	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
1306	11/18/2021	$1,017.93	FUEL	1059	AMBER RESOURCES LLC
1307	11/18/2021	$40.00	CARPOOL INCENTIVE	3211	JESSICA SERRANO
1308	11/18/2021	$334.75	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1309	11/18/2021	$750.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
1310	11/18/2021	$24,366.00	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
1311	11/18/2021	$63.05	CONTRACT SERVICES	3140	WEX HEALTH INC
1312	11/18/2021	$1,830.18	TRAVEL & MEETINGS	3163	BANK OF AMERICA
1313	11/18/2021	$3,273.29	SUPPLIES	3163	BANK OF AMERICA
1314	11/18/2021	$914.85	SUPPLIES	3163	BANK OF AMERICA
1315	11/18/2021	$957.96	SUPPLIES	3163	BANK OF AMERICA
1316	11/18/2021	$1,702.48	SUPPLIES	3163	BANK OF AMERICA
1317	11/18/2021	$995.95	SUPPLIES	3163	BANK OF AMERICA
1318	11/18/2021	$5,425.33	TRAVEL & MEETINGS	3163	BANK OF AMERICA
1319	11/18/2021	$3,015.20	TRAVEL & MEETINGS	3163	BANK OF AMERICA
1320	11/04/2021	$207.32	SUPPLIES	3163	BANK OF AMERICA
1321	11/04/2021	$3,988.99	SUPPLIES	3163	BANK OF AMERICA
1322	11/04/2021	$200.00	TRAINING	3163	BANK OF AMERICA
1323	11/24/2021	$1,929.38	SUPPLIES	41790	ADLERHORST INTERNATIONAL LLC
1324	11/24/2021	$116,425.45	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1325	11/24/2021	$1,175.49	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1326	11/24/2021	$1,598.58	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1327	11/24/2021	$39,745.15	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1328	11/24/2021	$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
1329	11/24/2021	$800.48	CONTRACT SERVICES	2102	JOHN P BEROKOFF
1330	11/24/2021	$1,060.83	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1331	11/24/2021	$185.38	SUPPLIES	2455	THE ILLINI COMPANIES INC

City of Montebello
Register of Demands No.
From Payment Date: 11/04/21 - To Payment Date: 11/24/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR#	VENDOR NAME
1332	11/24/2021	$23,560.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
1333	11/24/2021	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
1334	11/24/2021	$2,000.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
1335	11/24/2021	$372.52	SALES TAX LIABILITY	22560	H & H AUTO PARTS WHOLESALE
1336	11/24/2021	$361.18	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1337	11/24/2021	$30,129.32	CONTRACT SERVICES	2793	IBE DIGITAL
1338	11/24/2021	$7,658.60	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1339	11/24/2021	$6,681.62	CONTRACT SERVICES	2892	KTU & A
1340	11/24/2021	$773.50	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
1341	11/24/2021	$318.46	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
1342	11/24/2021	$53.36	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1343	11/24/2021	$243.56	VEHICLE MAINTENANCE/EXPENSES	1120	BLUETRITON BRANDS INC
1344	11/24/2021	$7,979.20	FRINGE BENEFITS	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1345	11/24/2021	$76.00	TRAINING	2647	JOSHUA REYNA
1346	11/24/2021	$35,511.55	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1347	11/24/2021	$313.46	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1348	11/24/2021	$500.00	SUPPLIES	33960	DAVID SOSNOWSKI
1349	11/24/2021	$333.46	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
1350	11/24/2021	$28,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
1351	11/24/2021	$285.75	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
1352	11/24/2021	$256.00	SUPPLIES	17180	FERNANDO VALLE
1353	11/24/2021	$3,974.04	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
	ACH TOTAL	**$1,538,220.75**			
594612	11/04/2021	$360.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
594613	11/04/2021	$296.63	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
594614	11/04/2021	$1,794.44	MACHINERY & EQUIPMENTS	3041	ADVEXURE LLC
594615	11/04/2021	$24,112.90	MACHINERY & EQUIPMENTS	2273	AIR & LUBE SYSTEMS INC
594616	11/04/2021	$687.78	UTILITY SERVICES	2257	AIRESPRING INC
594617	11/04/2021	$1,334.03	SUPPLIES	1870	ALEX & E PARTY RENTALS
594618	11/04/2021	$553.36	UTILITY SERVICES	38380	AT&T
594619	11/04/2021	$571.79	UTILITY SERVICES	39550	AT&T
594620	11/04/2021	$23,808.71	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
594621	11/04/2021	$80.00	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC

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594622	11/04/2021	$60.00	TRAINING	21620	BURRO CANYON ENTERPRISES INC
594623	11/04/2021	$194.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
594624	11/04/2021	$1,547.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594625	11/04/2021	$300.00	CONTRACT SERVICES	3312	CHARMANDHAPPY COM
594626	11/04/2021	$70.00	POLICE RELATED FEES	3408	CORNERSTONE BUILDERS & RESTORATION
594627	11/04/2021	$134.98	UNIFORM EXPENSE	3407	ANGEL DELATORRE
594628	11/04/2021	$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
594629	11/04/2021	$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
594630	11/04/2021	$840.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
594631	11/04/2021	$840.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
594632	11/04/2021	$840.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
594633	11/04/2021	$650.00	CONTRACT SERVICES	41130	MIHM INC
594634	11/04/2021	$29.16	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
594635	11/04/2021	$1,230.94	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
594636	11/04/2021	$3,068.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
594637	11/04/2021	$4,350.00	CONTRACT SERVICES	74240	GLOBAL CTI GROUP INC
594638	11/04/2021	$8,044.71	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
594639	11/04/2021	$352.46	SUPPLIES	9470	GRAINGER INC
594640	11/04/2021	$267.89	CONTRACT SERVICES	46870	HDL COREN & CONE
594641	11/04/2021	$464.00	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
594642	11/04/2021	$4,514.99	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
594643	11/04/2021	$226.00	EDUCATION REIMBURSEMENT	2720	FELIX HUSSAKHOON
594644	11/04/2021	$9,705.00	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES, INC.
594645	11/04/2021	$1,175.00	CONTRACT SERVICES	3295	JORGE CORREA
594646	11/04/2021	$2,932.55	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS INC
594647	11/04/2021	$12.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
594648	11/04/2021	$270.90	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
594649	11/04/2021	$2,149.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
594650	11/04/2021	$4,840.00	CONTRACT SERVICES	3401	M & J PAUL ENTERPRISES INC
594651	11/04/2021	$625.00	CONTRACT SERVICES	2597	MAGIC JUMP RENTALS INC
594652	11/04/2021	$200.00	TRAINING	43760	ALFRED MARTINEZ
594653	11/04/2021	$8,091.50	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA INC
594654	11/04/2021	$572.18	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
594655	11/04/2021	$17,376.00	MISCELLANEOUS EXPENSE	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION

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594656	11/04/2021	$17,586.68	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
594657	11/04/2021	$13,063.41	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
594658	11/04/2021	$765.85	ADMINISTRATIVE COSTS	3280	MONTEBELLO CITY TRANSIT
594659	11/04/2021	$42.00	POLICE RELATED FEES	93	MONTHES PALLETS
594660	11/04/2021	$560.00	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
594661	11/04/2021	$68,726.07	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
594662	11/04/2021	$950.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
594663	11/04/2021	$48.04	UTILITY SERVICES	100	PICO WATER DISTRICT
594664	11/04/2021	$113.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594665	11/04/2021	$400.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
594666	11/04/2021	$87,293.47	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594667	11/04/2021	$1,098.48	TRAINING	35750	STEPHEN SHARPE
594668	11/04/2021	$880.30	CONTRACT SERVICES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
594669	11/04/2021	$149.72	CONTRACT SERVICES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
594670	11/04/2021	$119,007.96	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594671	11/04/2021	$639.23	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
594672	11/04/2021	$1,057.56	CONTRACT SERVICES	3397	STERICYCLE INC
594673	11/04/2021	$3,168.62	UTILITY SERVICES	526	T-MOBILE USA INC
594674	11/04/2021	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
594675	11/04/2021	$5,807.19	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594676	11/04/2021	$1,625.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
594677	11/04/2021	$600.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
594678	11/04/2021	$19,166.67	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
594679	11/04/2021	$533.33	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
594680	11/04/2021	$1,049.57	SUPPLIES	45120	ULINE INC
594681	11/04/2021	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
594682	11/04/2021	$1,257.58	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
594683	11/04/2021	$2,527.96	UTILITY SERVICES	23610	VERIZON WIRELESS
594684	11/04/2021	$373.68	SALES TAX LIABILITY	53450	R & O MCINTYRE INC
594685	11/04/2021	$465.70	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594686	11/04/2021	$1,515.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594687	11/04/2021	$1,666.98	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER CORPORATION
594688	11/04/2021	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
594689	11/10/2021	$2,312.35	SUPPLIES	1870	ALEX & E PARTY RENTALS

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594690	11/10/2021	$97.00	CONTRACTORS	3415	ASSOCIATED CONSTRUCTION GROUP
594691	11/10/2021	$154.01	UTILITY SERVICES	39550	AT&T
594692	11/10/2021	$4.67	UTILITY SERVICES	39550	AT&T
594693	11/10/2021	$128.72	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
594694	11/10/2021	$10,945.23	MISCELLANEOUS EXPENSE	13240	BANKCARD CENTER
594695	11/10/2021	$854.38	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
594696	11/10/2021	$95.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
594697	11/10/2021	$450.00	CONTRACT SERVICES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DOSS
594698	11/10/2021	$11,772.21	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594699	11/10/2021	$918.77	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
594700	11/10/2021	$827.42	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
594701	11/10/2021	$177.00	CONTRACTORS	3414	ERIC JACOBY I E INC
594702	11/10/2021	$14,077.48	UNIFORM EXPENSE	55650	GALLS LLC
594703	11/10/2021	$153.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
594704	11/10/2021	$20,550.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
594705	11/10/2021	$1,500.00	TRAINING	3263	K ISAN INSTITUTE LLC
594706	11/10/2021	$120.00	PARKS AND RECREATION	3412	EDUARDO MARAVILLA
594707	11/10/2021	$4,589.90	CDBG-CV	3301	MATER MONTEBELLO LTD PARTNERSHIP
594708	11/10/2021	$264.24	CONTRACT SERVICES	2958	RACHEL YVONNE HOSKINS
594709	11/10/2021	$1,300.00	CONTRACT SERVICES	3413	ANDREW J NINMER
594710	11/10/2021	$15.41	SUPPLIES	15620	OFFICE DEPOT INC
594711	11/10/2021	$2,097.10	FUEL	19700	SYNCHRONY BANK
594712	11/10/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594713	11/10/2021	$11,195.00	CONTRACT SERVICES	3044	RANGWALA ASSOCIATES
594714	11/10/2021	$800.00	CONTRACT SERVICES	3371	ERNANDO RECENDEZ
594715	11/10/2021	$104,568.39	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	20770	SEQUEL CONTRACTORS INC
594716	11/10/2021	$831.18	TRAVEL & MEETINGS	3161	DANIEL SIFUENTES
594717	11/10/2021	$10,007.94	VEHICLE MAINTENANCE/EXPENSES	33540	SNAP-ON TOOLS
594718	11/10/2021	$880.30	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
594719	11/10/2021	$142.59	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
594720	11/10/2021	$7,839.93	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
594721	11/10/2021	$7,561.38	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594722	11/10/2021	$8,488.45	RENT	45630	SOUTHERN CALIFORNIA EDISON
594723	11/10/2021	$225.00	TRAVEL & MEETINGS	3385	CAL FIRE / OSFM

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594724	11/10/2021	$374.00	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
594725	11/10/2021	$21,262.50	ADVERTISING/PRINTING SERVICES	1188	TYLER TECHNOLOGIES INC
594726	11/10/2021	$4,471.36	UTILITY SERVICES	23610	VERIZON WIRELESS
594727	11/10/2021	$975.71	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594728	11/10/2021	$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
594729	11/10/2021	$505.96	RETIREMENT	42490	LINDA PAYAN
594730	11/10/2021	$535.60	RETIREMENT	27300	ROBERT C TUFANO
594731	11/16/2021	$70.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOCIATION
594732	11/18/2021	$59.03	UTILITY SERVICES	1732	AT&T CORP
594733	11/18/2021	$634.21	UNIFORM EXPENSE	1670	ADAMSON POLICE PRODUCTS
594734	11/18/2021	$198.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
594735	11/18/2021	$2,255.72	UTILITY SERVICES	39550	AT&T
594736	11/18/2021	$2,913.60	UTILITY SERVICES	39550	AT&T
594737	11/18/2021	$2,070.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
594738	11/18/2021	$1,760.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
594739	11/18/2021	$359.00	TRAINING	1285	LIFELINE TRAINING
594740	11/18/2021	$225.00	CONTRACT SERVICES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
594741	11/18/2021	$480.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
594742	11/18/2021	$13,054.65	FRINGE BENEFITS	71070	STATE OF CALIF - EMPLOYMENT DEVELOPMENT DEPT
594743	11/18/2021	$90.90	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594744	11/18/2021	$1,250.00	TRAINING	3418	CANINE TACTICAL OPERATIONS
594745	11/18/2021	$1,415.61	CONTRACT SERVICES	2922	ARA H BALAYAN
594746	11/18/2021	$5,234.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
594747	11/18/2021	$614.56	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES INC
594748	11/18/2021	$1,457.17	SALES TAX LIABILITY	950	CUMMINS PACIFIC LLC
594749	11/18/2021	$700.00	CONTRACT SERVICES	2759	D F POLYGRAPH
594750	11/18/2021	$1,415.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
594751	11/18/2021	$712.51	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
594752	11/18/2021	$24.22	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
594753	11/18/2021	$56,271.18	LEASE PAYMENT	1872	FIRST SECURITY FINANCE
594754	11/18/2021	$1,503.95	UNIFORM EXPENSE	55650	GALLS LLC
594755	11/18/2021	$15,000.00	CONTRACT SERVICES	2861	JOSE L GARCIA
594756	11/18/2021	$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
594757	11/18/2021	$2,634.47	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC

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594758	11/18/2021	$48.23	CONTRACT SERVICES	1979	GLASS DOCTOR OF MONTEBELLO
594759	11/18/2021	$5,611.37	CONTRACT SERVICES	3057	GOLD N KOI INC
594760	11/18/2021	$3.60	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
594761	11/18/2021	$2,613.49	SUPPLIES	9470	GRAINGER INC
594762	11/18/2021	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
594763	11/18/2021	$453.60	TRAINING	72010	SCOTT D HOWARD
594764	11/18/2021	$1,642.22	SALES TAX LIABILITY	582	HYDRAULIC ELECTRIC INC
594765	11/18/2021	$2,357.77	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
594766	11/18/2021	$3,955.36	LEASE PAYMENT	2405	JCB FINANCE
594767	11/18/2021	$354.36	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
594768	11/18/2021	$11,146.85	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
594769	11/18/2021	$2,804.71	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
594770	11/18/2021	$128,847.16	SUPPLIES	3404	NATIONAL FITNESS CAMPAIGN LP
594771	11/18/2021	$837.04	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
594772	11/18/2021	$37.76	UTILITY SERVICES	36610	CITY OF PICO RIVERA
594773	11/18/2021	$8,566.32	CONTRACT SERVICES	3279	PROCURE AMERICA INC
594774	11/18/2021	$113.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594775	11/18/2021	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
594776	11/18/2021	$22,021.70	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594777	11/18/2021	$34,184.54	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
594778	11/18/2021	$334.37	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
594779	11/18/2021	$536.23	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
594780	11/18/2021	$646.07	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
594781	11/18/2021	$22,003.75	SALES TAX LIABILITY	3394	T & G GLOBAL LLC
594782	11/18/2021	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
594783	11/18/2021	$572.04	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594784	11/18/2021	$8,990.40	CONTRACT SERVICES	3030	HENRY S DAVID
594785	11/18/2021	$2,389.00	UTILITY SERVICES	72570	US TELEPACIFIC CORP
594786	11/18/2021	$2,587.50	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS LLC
594787	11/18/2021	$3,347.11	CONTRACT SERVICES	20070	UC REGENTS
594788	11/18/2021	$2,624.83	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594789	11/18/2021	$2,975.12	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594790	11/18/2021	$28,523.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
594791	11/18/2021	$75.00	PERMITS AND FEES	58760	LOS ANGELES COUNTY REGISTRAR

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594792	11/24/2021	$915.87	ADVERTISING/PRINTING SERVICES	31600	4 IMPRINT
594793	11/24/2021	$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL INC
594794	11/24/2021	$173.92	VEHICLE MAINTENANCE/EXPENSES	46090	AIRWAVE COMMUNICATIONS ENTERPRISES
594795	11/24/2021	$246.31	UTILITY SERVICES	39550	AT&T
594796	11/24/2021	$2,382.18	UTILITY SERVICES	38380	AT&T
594797	11/24/2021	$1,392.15	SALES TAX LIABILITY	278	ATLAS RADIATOR INC
594798	11/24/2021	$136.53	MISCELLANEOUS REVENUE	3424	BECHTEL INFRASTRUCTURE AND POWER
594799	11/24/2021	$499.70	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
594800	11/24/2021	$26,565.39	VEHICLE PURCHASES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
594801	11/24/2021	$160.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
594802	11/24/2021	$26.00	CONTRACT SERVICES	954	CALIFORNIA EMERGENCY PHYSC MED GRP
594803	11/24/2021	$1,500.00	DUES & SUBSCRIPTIONS	54110	CALIFORNIA PEACE OFFICERS ASSOCIATION
594804	11/24/2021	$51.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594805	11/24/2021	$630.00	CONTRACT SERVICES	40850	MARIA E CASAS
594806	11/24/2021	$79.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
594807	11/24/2021	$42,000.00	CONTRACT SERVICES	3417	CITY OF SANTA FE SPRINGS
594808	11/24/2021	$9,001.12	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
594809	11/24/2021	$397.00	TRAINING	842	CSULB FOUNDATION
594810	11/24/2021	$1,218.93	SALES TAX LIABILITY	950	CUMMINS PACIFIC LLC
594811	11/24/2021	$2,650.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
594812	11/24/2021	$514.06	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
594813	11/24/2021	$700.49	UNIFORM EXPENSE	55650	GALLS LLC
594814	11/24/2021	$240.00	CONTRACT SERVICES	2770	NATALIE GARCIA
594815	11/24/2021	$60.88	CONTRACT SERVICES	1979	GLASS DOCTOR OF MONTEBELLO
594816	11/24/2021	$36,000.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
594817	11/24/2021	$330.41	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
594818	11/24/2021	$304.42	SUPPLIES	9470	GRAINGER INC
594819	11/24/2021	$2,750.74	ADVERTISING/PRINTING SERVICES	3063	HALO BRANDED SOLUTIONS INC
594820	11/24/2021	$312.80	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
594821	11/24/2021	$17.99	VEHICLE MAINTENANCE/EXPENSES	3386	JOHNATHAN HERNANDEZ
594822	11/24/2021	$390.00	VEHICLE MAINTENANCE/EXPENSES	3192	INDUSTRIAL CLUTCH & BRAKE INC
594823	11/24/2021	$7,296.38	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
594824	11/24/2021	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
594825	11/24/2021	$18,700.00	PREPAID EXPENSES	3409	LOCALITY MEDIA INC

City of Montebello
Register of Demands No.
From Payment Date: 11/04/21 - To Payment Date: 11/24/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR#	VENDOR NAME
594826	11/24/2021	$258.26	SUPPLIES	1778	ILENE MARTINEZ
594827	11/24/2021	$5,637.73	SALES TAX LIABILITY	3391	MARTINS BICYCLE SHOP CORP
594828	11/24/2021	$49,500.00	CONTRACT SERVICES	3422	MIKE BUBALO CONSTRUCTION CO., INC.
594829	11/24/2021	$341.24	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
594830	11/24/2021	$7,564.81	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
594831	11/24/2021	$182.08	CONTRACT SERVICES	2958	RACHEL YVONNE HOSKINS
594832	11/24/2021	$900.00	CONTRACT SERVICES	21420	MUNICIPAL CODE CORPORATION
594833	11/24/2021	$2,500.00	CONTRACT SERVICES	3049	MUNISERVICES LLC
594834	11/24/2021	$5,212.58	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
594835	11/24/2021	$2,250.00	CONTRACT SERVICES	3390	NATIONAL PLANT SERVICES, INC.
594836	11/24/2021	$724.50	CONTRACT SERVICES	41180	MANUEL NUNEZ
594837	11/24/2021	$65.37	SUPPLIES	3198	SUSAN PEEBLES
594838	11/24/2021	$324.45	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC
594839	11/24/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594840	11/24/2021	$19,500.00	MACHINERY & EQUIPMENTS	2764	RAINTEK ENTERPRISES INC
594841	11/24/2021	$10,128.99	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
594842	11/24/2021	$559.26	SUPPLIES	2285	RYAN SALDIVAR
594843	11/24/2021	$6,173.83	IMPROVEMENTS OTHER THAN BUILDING	3369	SALLY SWANSON ARCHITECTS, INC.
594844	11/24/2021	$1,187.56	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594845	11/24/2021	$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
594846	11/24/2021	$288,591.54	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS INC
594847	11/24/2021	$16,025.82	CONTRACT SERVICES	2361	SIEMENS MOBILITY
594848	11/24/2021	$2,790.34	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
594849	11/24/2021	$34,602.34	NOTE PRINCIPAL	45630	SOUTHERN CALIFORNIA EDISON
594850	11/24/2021	$16,885.15	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
594851	11/24/2021	$141.89	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
594852	11/24/2021	$1,600.00	CONTRACT SERVICES	3410	SUPER BIRTHDAY INC
594853	11/24/2021	$1,476.66	SUPPLIES	2573	TELEFLEX LLC
594854	11/24/2021	$117.00	CONTRACT SERVICES	2365	LETICIA TORRES
594855	11/24/2021	$3,601.16	UTILITY SERVICES	72570	US TELEPACIFIC CORP
594856	11/24/2021	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
594857	11/24/2021	$7,483.92	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
594858	11/24/2021	$863.36	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
594859	11/24/2021	$625.00	CONTRACT SERVICES	3323	WASHINGTON CONSULTING GROUP LLC

City of Montebello
Register of Demands No.
From Payment Date: 11/04/21 - To Payment Date: 11/24/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR#	VENDOR NAME
594860	11/24/2021	$1,813.17	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594861	11/24/2021	$6,049.19	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594862	11/24/2021	$11,878.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
594863	11/24/2021	$284.57	CONTRACT SERVICES	2905	ZUTRA WATER
594864	11/24/2021	$188.07	CDBG-CV	55830	CHARTER COMMUNICATIONS
594865	11/24/2021	$399.99	CDBG-CV	45630	SOUTHERN CALIFORNIA EDISON
594866	11/24/2021	$286.14	CDBG-CV	40520	SOUTHERN CALIFORNIA GAS CO
	CHECK TOTAL	**$1,838,812.79**			

6093 - Successor Agency

1486	11/18/2021	$4,650.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
	S/A TOTAL	**$4,650.00**			

GRAND TOTAL **$3,381,683.54**

ITEM # 27

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: **Accept Grant Funding from the Department of Homeland Security (DHS) – Federal Emergency Management Agency (FEMA), Fiscal Year 2020 Fire Prevention and Safety (FP&S) Grant Program and Amend the Fiscal Year 2021-22 Budget to Appropriate Grant Funds**

DATE: December 8, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) It is recommended that the City Council accept the grant award from the Department of Homeland Security (DHS), Fiscal Year 2020 Fire Prevention and Safety Grant (FP&S) Program; and

2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $188,843 in Fund 265, expenditures and revenue (Account Nos. 265-85-854-6040.10, Grants, Fire, DHS-FEMA Fire Prevention & Safety, Other Contract Services; and 265-99-4198.88, Grants, DHS-FEMA Fire Prevention & Safety Grant); and

3) Authorize issuing a Request for Proposals (RFP) to identify a qualified third-party consultant to conduct a Community Risk Assessment; and

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

FISCAL IMPACT

The Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), Fiscal Year 2020 Fire Prevention and Safety (FP&S) Grant Program awarded the Fire Department a grant in the amount of $188,843. The grant award required a five percent (5%) local match, or $9,442 (5% of $188,843). This additional local match will be

in the form of in-kind staff assistance (i.e., staff time charged in support of the grant). The grant term is August 27, 2021- September 30, 2022.

Staff is requesting the Fiscal Year 2021-22 budget be amended by increasing appropriations by $188,843 in expenditures and revenue in Fund 265 (Account Nos. 265-85-854-6040.10 and 265-99-4198.88).

BACKGROUND

In January 2020, the Fire Prevention and Safety (FP&S) Grant Program announced a grant funding opportunity for Fiscal Year 2020-21. This funding is provided under one of three grant programs that constitute the Department of Homeland Security (DHS), and the Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides financial assistance directly to eligible fire departments, specifically for fire prevention programs and supporting firefighter health and safety research and development.

The FP&S Program's main objectives are to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, prevention efforts, and research and development.

In February 2021, the Fire Department became aware of this funding opportunity, the grant deadline was February 26, 2021. Upon review of the grant requirements, City staff identified that the Department met the criteria and was eligible to compete for the grant funds.

The Department's grant application included a request to conduct a Community Risk Assessment (CRA), which would review the safety and hazard conditions of the City of Montebello and provide a comprehensive analysis of the gaps, resources, and local needs and risks. On August 27, 2021, the City of Montebello was awarded the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), Fiscal Year 2020 Fire Prevention and Safety (FP&S) Grant in the amount of $188,843. The grant has a requirement of a local in-kind match in the amount of $9,442 (five percent of the grant amount). The grant provides support for a one year period, August 27, 2021 through September 30, 2021.

The Fire Department felt the urgency to pursue the grant opportunity as it aligns with the current vision and strategic goals especially as it relates to the field of emergency management, preparedness and prevention, including the Department's ability to improve response tactics and resource allocation in addressing emergency hazards and fire

mitigation, including planning and preparation for active shooter(s). The preparation and adoption of a Comprehensive Risk Assessment (CRA) will allow for this strategic planning and is a necessary and essential document for any modern fire agency.

Without a comprehensive Community Risk Assessment (CRA), the Department can only assume who, what, and where the risks in the City are based only on calls for service and observation (a very limited set of data). For the three-year period between 2018-2020, based on Verdugo Dispatch System data, 'fire alarms' comprise the highest number of all calls for service, but the details and outcomes of those calls are unknown because the data have not been analyzed. For the same time period, structure fires account for the largest type of calls for fire and the number of apartment house fires has declined, but the circumstances of these incidents are unknown and analysis has not been conducted to identify patterns that might point to future mitigation measures.

The Department does not have a current up-to-date comprehensive plan which prevents an accurate analysis of response data and what that means for current and future public safety vulnerabilities. The lack of robust local data is a barrier to mitigation planning, and to seeking funding from Los Angeles County or from federal and state grants, all of which request data collection and a comprehensive plan that shows risks have been analyzed.

The Department requested funding from the Federal grant program to develop a Community Risk Assessment (CRA), which will be the first formal risk assessment ever conducted in the history of the Fire Department.

The grant proposal outlined the following goal and objectives:

GOAL: Enhance proactive mitigation of fire incidents, fire deaths and injuries, and fire-related property loss.

- **OBJECTIVE 1**: Hire an expert consultant with specialized experience conducting Community Risk Assessments.
- **OBJECTIVE 2**: Conduct a formal CRA which identifies and prioritizes local risks in the City of Montebello, and points the Department toward specific mitigation approaches based on robust data collection and analysis.
- **OBJECTIVE 3**: Present the CRA to the Community and City Council to build support for community risk reduction activities that will be informed and supported by the CRA.

This grant funding increase's the Department's capacity to seek additional resources and funding to support and improve fire services in the City. This grant provides additional resources and technical support from FEMA during the period of the grant. In order to meet the goal and objectives as stated above, the first step will be to conduct a request

for proposals (RFP) process to select an expert consultant the can conduct and produce a CRA. Staff is therefore seeking authorization to issue a RFP to find a professional consultant to produce a CRA, utilizing the grant funding to pay for these professional services.

SUMMARY

That the City Council approve the grant award from the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), Fiscal Year 2020 Fire Prevention and Safety (FP&S) Grant in the amount of $188,843.47 and amend the Fiscal Year 2021-22 budget by increasing appropriations by $188,843 in Fund 265, expenditures and revenue (Account Nos. 265-85-854-6040.10, Grants, Fire, DHS-FEMA Fire Prevention & Safety, Other Contract Services; and 265-99-4198.88, Grants, DHS-FEMA Fire Prevention and Safety Grant) and authorize issuing a RFP to for professional services to prepare a Comprehensive Risk Assessment.

ATTACHMENT (S):

A. Attachment A – The Department of Homeland Security (DHS)- Federal Emergency Management Agency (FEMA), Fiscal Year 2020 Fire Prevention and Safety (FP&S) Award Letter

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 08/27/2021
Angelica Palmeros
MONTEBELLO, CITY OF
1600 WEST BEVERLY BLVD. FINANCE DEPARTMENT
MONTEBELLO, CA 90640

EMW-2020-FP-00424

Dear Angelica Palmeros,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Fire Prevention & Safety (FPS) Grant funding opportunity has been approved in the amount of $188,843.47 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or $9,442.17 for a total approved budget of $198,285.64. Please see the FY 2020 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Fire Prevention & Safety
Recipient: MONTEBELLO, CITY OF
DUNS number: 066677386
Award number: EMW-2020-FP-00424

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fire Prevention and Safety funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):