



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, OCTOBER 11, 2023 AT 6:00 PM

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

CITY COUNCIL

David N. Torres, Mayor
Scarlet Peralta, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Salvador Melendez, Councilmember
Georgina Tamayo, Councilmember

ACTING CITY MANAGER

Arlene Salazar

CITY TREASURER

David Matanga

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

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

Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
Rita Montalvo
David Sosnowski
Adrianna Kendricks

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, 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) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务, 请在会议前 72 小时联系市书记员办公室.

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Navarro vs. City of Montebello, et al.
Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ10708805, ADJ6773842
2. **PUBLIC EMPLOYEE APPOINTMENT**
Government Code Section 54957
Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **CITIZEN OF THE MONTH - DONALD TRAVIS**
4. **BREAST CANCER AWARENESS MONTH**
5. **BULLYING PREVENTION MONTH**
6. **DOMESTIC VIOLENCE AWARENESS MONTH**
7. **DOWN SYNDROME AWARENESS MONTH**
8. **POLICE EFFORTS - CRIME UPDATES PER DISTRICT**
9. **OATH OF OFFICE FOR MIA FLORES, YOUTH COMMISSIONER**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

10. **SECOND READING OF ORDINANCE NOS. 2466, 2467, AND 2468 APPROVING A TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACE 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

RECOMMENDATION: It is recommended that the City Council:

1. HOLD SECOND READING to approve a Text Code Amendment (Case No. PC-2023-0006-TCA) as well as the related Amended and Restated Development Agreements (DA Nos. 01- 23 and 02-23) between the City of Montebello and Clear Channel Outdoor, LLC. to amend Chapter 17.62 - Signs of the MMC and allow the relocation and replacement of existing lawfully permitted dual-faced static off-premises outdoor advertising signs for the properties located at 1633 Washington Boulevard and 1720 Bluff Road within the City of Montebello; and
2. WAIVE SECOND READING AND ADOPT Ordinance No. 2466 approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and
3. WAIVE SECOND READING AND ADOPT Ordinance No. 2467 approving the Amended and Restated Development Agreement (DA No. 01-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and
4. WAIVE SECOND READING AND ADOPT Ordinance No. 2468 approving the Amended and Restated Development Agreement (DA No. 02-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and
5. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment; and

6. Take such additional, related action that may be desirable.

11. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NO. 4150 WITH DR. ANGELICA LOZA-GOMEZ, MD, FOR EMERGENCY MEDICAL SERVICES PROGRAM MEDICAL DIRECTOR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4150 with Dr. Angelica Loza-Gomez, MD for Emergency Medical Services (EMS) Program Medical Director Services; and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

12. AMEND THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE GRANT FUNDS FROM THE DEPARTMENT OF HOMELAND SECURITY (DHS)/FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) "STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE" (SAFER) PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of \$5,650,875 in Federal funding awarded to the City by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 "Staffing for Adequate Fire and Emergency Response" (SAFER) program; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$1,883,625 in Account Nos. 269-85-860-5000.10 (SAFER-Fire, Fire, Suppression, Regular Salaries) and 269-99-4198.22 (SAFER-Fire, SAFER Grant Revenue); and
3. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3698 WITH PCAM, LLC DBA "PARKING COMPANY OF AMERICA" TO PROVIDE METROLINK RAIL FEEDER SHUTTLE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3698 with PCAM, LLC dba "Parking Company of America" (PCA), for the provision of Metrolink Rail Feeder Shuttle Services for an additional one-year (1-year) term with additional compensation of an amount not-to-exceed Five Hundred Five Thousand, Three Hundred Fifty-Nine Dollars (\$505,359); and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

14. APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR PRINTING, GRAPHIC DESIGN, AND MAILING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4142 with Acro Printing (Acro) in an amount that shall not exceed \$295,000; and
2. Approve Agreement No. 4143 with Arte Printing (Arte) in an amount that shall not exceed \$143,750; and
3. Approve Agreement No. 4144 with Geographics (Geographics) in an amount that shall not exceed \$295,000; and
4. Approve Agreement No. 4145 with The Sauce Creative Services (Sauce) in an amount that shall not exceed \$295,000; and
5. Approve Agreement No. 4146 with We The Creative (We The Creative) in an amount that shall not exceed \$281,250; and
6. Authorize the Acting City Manager to execute the agreements on behalf of the City of Montebello; and
7. Take such additional, related action that may be desirable.

15. AMEND THE FISCAL YEAR 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET TO APPROPRIATE CARRYOVER FUNDS FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the adopted Fiscal Year 2023-24 budget by increasing appropriations in the various accounts as detailed on Attachment A, Capital Improvement Program; and
2. Take such additional, related action that may be desirable.

16. APPROVE SOFTWARE AGREEMENT WITH DARKTRACE FOR CYBERSECURITY SOFTWARE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve a software agreement with Darktrace Limited (Darktrace) in an amount that shall not exceed \$192,800 over a four (4) year term to provide cybersecurity services; and
2. Take such additional, related action that may be desirable.

17. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4148 WITH JONES AND MAYER LAW FOR POLICE DEPARTMENT LEGAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4148 with Jones Mayer Law in an amount that shall not exceed \$75,000; and
2. Take such additional, related action that may be desirable.

18. CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT (CP NO. 877) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877) as completed by United Storm Water, Inc.; and
2. Accept the final contract amount with United Storm Water, Inc. in the amount of \$69,375 in accordance with the approved City Council budgeted amount; and
3. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment A) with the Los Angeles County Registrar-Recorder; and
4. Take such additional, related, action that may be desirable.

19. AUTHORIZE INCREASING THE NOT-TO-EXCEED AMOUNT FOR ADDITIONAL PLAN CHECK SERVICES FOR THE REALIGNMENT OF LINCOLN AVENUE UNDER MASTER RETAINER AGREEMENT NO. 3999, TASK ORDER NO. 1 WITH MARK THOMAS, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Authorize increasing the not-to-exceed amount for additional Plan Check Services for the realignment of Lincoln Avenue Under Master Retainer Agreement No. 3999, Task Order No. 1 with Mark Thomas, Inc.; and
2. Authorize the Acting City Manager to execute the Task Order amendment; and
3. Take such additional, related, action that may be desirable.

20. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4141 WITH OCEAN BLUE ENVIRONMENTAL SERVICES INC. FOR HAZARDOUS WASTE MANAGEMENT AND EMERGENCY RESPONSE SERVICES.

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4141 (Attachment A) to Ocean Blue Environmental Services, Inc. in an amount not-to-exceed \$300,000 for an initial three (3) year term; and
2. Authorize the Acting City Manager to execute the Professional Services Agreement; and
3. Take such additional, related, action that may be desirable.

21. APPROVAL OF MINUTES: JULY 20, 2023, SPECIAL CITY COUNCIL MEETING; JULY 26, 2023, CITY COUNCIL MEETING; AUGUST 9, 2023, CITY COUNCIL MEETING; AUGUST 23, 2023, CITY COUNCIL MEETING; SEPTEMBER 13, 2023, CITY COUNCIL MEETING; SEPTEMBER 27, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

22. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-74 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 11, 2023**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-74 approving the Warrant Register dated October 11, 2023.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

Members 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/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **Angie M. Jimenez, Councilmember**
- **David N. Torres, Mayor**
- **Scarlet Peralta, Mayor Pro Tem**
 1. Seeking Council Consensus for Arbor Day 2024 proclamation and planned activities
 2. Requesting status update: Tree People partnership with the City of Montebello
 3. Requesting Council Consensus to initiate a CERT (Community Emergency Response Team) Program in our city
 4. Third Annual Spooktacular Haunted Home Decorating Contest
 5. Third Annual Howl-O-Ween Pet Costume Contest: submit your pet costume photos to us@scarletperalta.com
- **Salvador Melendez, Councilmember**

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on October 25, 2023, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, October 8, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **SECOND READING OF ORDINANCE NOS. 2466, 2467, AND 2468 APPROVING A TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACE 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. HOLD SECOND READING to approve a Text Code Amendment (Case No. PC-2023-0006-TCA) as well as the related Amended and Restated Development Agreements (DA Nos. 01- 23 and 02-23) between the City of Montebello and Clear Channel Outdoor, LLC. to amend Chapter 17.62 - Signs of the MMC and allow the relocation and replacement of existing lawfully permitted dual-faced static off-premises outdoor advertising signs for the properties located at 1633 Washington Boulevard and 1720 Bluff Road within the City of Montebello; and

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2. WAIVE SECOND READING AND ADOPT Ordinance No. 2466 approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and
3. WAIVE SECOND READING AND ADOPT Ordinance No. 2467 approving the Amended and Restated Development Agreement (DA No. 01-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and
4. WAIVE SECOND READING AND ADOPT Ordinance No. 2468 approving the Amended and Restated Development Agreement (DA No. 02-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and
5. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

In addition to the four (4) static sign faces removed under the Take Down Program, the City would receive the following community benefits: 1) a one-time Development Agreement signing bonus totaling \$80,000 (signing bonus of \$20,000 per sign face); 2) an annual development fee totaling \$40,000 per year (\$10,000 per sign face) for the four (4) digital signs; 3) a one-time processing fee of \$10,000 per digital sign; and 4) City use of the digital signs for advertising public service announcements and City-related public messages at no charge to the City, subject to available space.

These public benefits will be new sources of General Fund revenue -- one-time and ongoing. The \$40,000 annual fee will be ongoing revenue for the term of the development agreements and will increase revenue in Fiscal Year 2023-24 based on the execution dates of the development agreements. In addition, the one-time revenues will increase General Fund revenue in FY 2023-24, and those funds will be available for typical General Fund operating uses. Going forward, subsequent budgets will be built using the additional \$40,000 in annual revenue.

BACKGROUND/DISCUSSION:

On October 18, 2022, the Planning Commission approved Resolution Nos. 10-22 and 11-22 recommending to the City Council to approve Development Agreement Nos. 02-22 and 03-22 to relocate in place existing double-faced static outdoor advertising signs with an enhanced outdoor advertising sign with digital display faces for the properties

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located at 1720 Bluff Road (DA No. 02-22) and 1633 Washington Boulevard (DA No. 03-22).

On November 16, 2022, the City Council adopted Ordinance No's. 2454 and 2455 approving Development Agreements (DA Nos. 02-22 and 03-22) between the City of Montebello and Clear Channel Outdoor, Inc. for the properties located at 1720 S. Bluff Road and 1633 Washington Boulevard.

On June 21, Clear Channel Outdoor, Inc. ("Applicant") filed an application for a Text Amendment to amend Chapter 17.62 Signs as it relates to Off-premises signs and enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033).

On August 15, 2023, the Planning Commission held a duly noticed public hearing and considered a proposal to amend Chapter 17.62- Signs of the Montebello Municipal Code (MMC) and related Amended and Restated Development Agreements (Nos. 01-23 & 02-23) for the properties located at 1720 S. Bluff Road & 1633 Washington Boulevard. The Planning Commission recommended that the City Council approve Text Amendment (Case No. PC-2023-0006-TCA) amending Chapter 17.62 Signs of the MMC and related Amended and Restated Development Agreement Nos. 01-23 & 02-23 between the City of Montebello and Clear Channel Outdoor, LLC. for digital signage within city boundaries.

On September 27, 2023, the City Council held a duly noticed public hearing and unanimously approved Ordinance Nos. 2466, 2467, and 2468 approving a Text Code Amendment ("TCA") (Case No. PC-2023-0006-TCA) amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs. The Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement of existing lawfully permitted dual-face 12' x 25' static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". The proposed amendments propose regulatory and administrative amendments to the zoning code. An additional environmental review will be conducted for individual projects that are affected by this

code amendment.

In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 15303 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On September 14, 2023, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and
- On September 14, 2023, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of the project site.

In addition, all interested parties were included in the distribution list and were provided with proper public notification regarding the public hearing for this matter.

ANALYSIS:

For the proposed project to be approved in compliance with the City's Municipal Code, Clear Channel Outdoor, LLC (the "Applicant") is requesting that the City Council consider the following requests:

1. Amend Chapter 17.62 of the MMC (citywide) to incorporate language pertaining to Off-premises signage; and
2. Amend and Restate two (2) previously approved Development Agreements (DA No. 02-22 (Agreement No. 4032) and DA No. 03-22 (Agreement No. 4033)) to allow the completion of the relocation in place of a total of four (4) existing static sign faces currently located at 1720 S. Bluff Road and 1633 Washington Boulevard (collectively "the Properties").

Proposed Text Amendment

Current provisions within Chapter 17.62 of the MMC state that a development agreement shall be required for any Off-Premises Digital Display Signs Corridors, New Off-Premises Digital Display Signs and Relocation of Off-Premises Signs. In addition, Section 17.62.105 provides general standards and provisions for off-premises signs that regulate location, size and distance from similar types of signage. The proposed changes would modify Section 17.62.105- "Off-Premises Digital Display Signs" of the MMC to incorporate language regarding off-premises digital display poster conversions, as well

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as define and include development standards specific to off-premises digital display poster conversions.

The summary table below provides a list of sections and a brief summary of the proposed changes. The Planning Commission Resolution No. 08-23 (Attachment A) includes the proposed changes for consideration by the Planning Commission and recommendation by the City Council.

	Section	Summary
1.	17.62.050 - Prohibition of Signs	Provisions regarding signs exempt under the following: Section 17.62.160, Section 17.62.160 and Section 17.62.105. Directs approval requirements as per the aforementioned code sections.
2.	17.62.105 – Off-premises digital display signs	Added and clarifying language related to off-premises digital display poster conversion. Includes requirements related to location, distance from other billboards, minimum and maximum signage dimensions, approval procedures, and general standards and provisions.
3.	17.62.170 – Definitions	Added definition regarding off-premises digital display poster and clarifying existing language

Pursuant to Section 17.76.070 of the MMC, the City Council shall make a determination on text amendment proposals based upon determining the public interest, convenience, and necessity.

The proposed text amendment aligns with the following General Plan Land Use policies:

- **Commercial Policy #5:** The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City.
- **Industrial Policy #1:** The City's industrial area should be preserved and maintained.

Additionally, per Section 17.62.105 of the MMC, the intent of such provisions relates to off-premises signs to facilitate the orderly development and relocation of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and to eliminate the need for the city to pay compensation for removal of existing displays.

The proposed Text Amendment will assist in clarifying the types of “off-premises signs”

allowed within the city such as Digital Display Sign Corridors, Relocation of Off-Premises Signs, and Digital Display Poster Conversions, as well as provide an opportunity to modernize existing signage such as static signs and circumvent the city's need to pay compensation fees for the removal of existing display signs.

The Applicant has been diligently working with the city on negotiations in preparation of the Amended and Restated Development Agreement for the proposed Off-Premises Digital Display Poster Conversions to provide public benefits that will be discussed further in the report. The proposed amended and restated development agreements are subject to the approval of the Text Amendment (Case No. PC 2023-0006-TCA) that the Applicant has submitted concurrently for City Council consideration. The proposed text amendment will modify sections of Chapter 17.62 of the MMC to clarify and define off-premises digital display posters, include regulations pertaining to location, distance requirements from other similar signs and minimum and maximum allowable sign area. Should the City Council approve the proposed Text Amendment to Chapter 17.62 Signs, this will facilitate the takedown of antiquated signage and upgrade the existing static signs with modern technology, provide a source of taxable revenue for the city and provide a forum for emergency messaging and/or informational messaging related to city business at no cost.

Development Agreement/Project Description

The State Legislature adopted the "Development Agreement Statute," sections 65864 et seq. of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development. The City of Montebello, a general law city, is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing predictability for both the City and the owner of the property during the development process.

The Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement of existing lawfully permitted dual-face 12' x 25' static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road (collectively "the Properties") in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location to allow completion of the replacement and relocation program.

In accordance with its standard procedures, the Applicant and the City have engaged in negotiations. The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving and/or amending any development agreements. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

The proposed request to Amend and Restate Development Agreements (DA No. 01-23 and DA No. 02-23) will facilitate the relocation in place of four (4) existing static sign faces located on two (2) separate dual-faced sign poles. These existing static sign faces are currently located at 1720 S. Bluff Road and 1633 Washington Blvd. (collectively “the Properties”). The proposed relocation in place would call for the removal of an existing static sign face for every digital face conversion with a 1:1 net reduction in static signage. As part of this request, the Applicant would relocate in-place four (4) existing static signs with four (4) replacement digital signs for outdoor advertising. In addition, the Applicant intends to utilize the existing sign structures with the exception of minor electrical upgrades, which will result in a sign that is approximately 700 pounds lighter and much more efficient to operate as it will include remote access capabilities. As a result, the converted digital signage could be used, if needed, for immediate emergency and community messaging along internal corridors by the city, County, and State agencies. The takedown program associated with this request will include the removal of four existing static signs within the city. The four (4) signs targeted for takedown include: 1) a double-faced 12’ x 25’ outdoor advertising sign with printed display faces located on the property at 8105 Slauson Ave.; and 2) the double-faced 12’ x 25’ outdoor advertising sign with printed display faces located on the property at 249 E. Beverly Blvd. (collectively the “Takedown Program”).

The Applicant currently operates sixteen (16) existing poster panel (or static) outdoor advertising sign faces on nine (9) structures located along city streets within the City of Montebello (the “City”). The following project description is intended to provide an overview for each Amended and Restated Development Agreements based on the subject site and will be referred to in this report collectively as the “Project” for purposes of describing the following requests:

1. 1720 S. Bluff Road – Amended and Restated Development Agreement No. 1-23
The Applicant currently owns and operates an existing double-faced 12’ x 25’ outdoor advertising sign with printed display faces at 1720 S. Bluff Road. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12’ x 25’ outdoor advertising sign with a printed display face located at 8105 Slauson Ave. within the City.
2. 1633 Washington Blvd. – Amended and Restated Development Agreement No. 2-23
The Applicant currently owns and operates an existing double-faced 12’ x 25’ outdoor advertising sign with printed display faces at 1633 Washington Blvd. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12’ x 25’

outdoor advertising sign with a printed display face located at 249 E. Beverly Blvd. within the City.

The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan. In addition, all City fiscal decisions, including the financial aspects and specific deal points of the Amended and Restated Development Agreements are solely the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review and take action upon any such Agreement. The Project as authorized in the proposed Amended and Restated Development Agreements are consistent with the General Plan because the Development Agreements meet the Goals and Objectives of the Land Use Element.

GENERAL PLAN

The Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs. Goal #1: To Formulate a plan which is responsive to the needs of the community, and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development. Commercial Policy #5: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City. Industrial Policy #1: The City's industrial area should be preserved and maintained.

SUMMARY:

Staff recommend that the City Council waive second reading and adopt Ordinance No. 2466 approving the proposed Text Code Amendment (PC-2023-0006-TCA) amending Chapter 17.62 - Signs of the MMC related to the conversions of off-premises signs, as well as the related Amended and Restated Development Agreement Nos. 01-23 and 02-23 (Ordinance No. 2467 and Ordinance No. 2468) as an opportunity for additional revenue for the City, including community benefits. In addition, the proposed relocation in place would facilitate the Takedown Program which is intended to reduce blighted signage and remove old signs within the city. The Takedown Program will include the removal of static display faces located throughout the City, reducing the number of printed display signs as intended by the Zoning Code and General Plan Land Use Element.

ATTACHMENT(S)

1. Attachment A_Ordinance No. 2466 - Text Amendment_ Chapter 17.62 Signs with Exhibit A (Final)
2. Attachment B_Ordinance No 2467 - DA 02-23 DIGITAL SIGN_1633 Washington (Final)

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3. Attachment C_Ordinance No 2468 - DA 02-23 DIGITAL SIGN_1720 Bluff (Final)
4. Attachment D_MONTEBELLO PROPOSED AR DA - 1633 Washington Blvd (9-18-23)
5. Attachment E_MONTEBELLO PROPOSED AR DA_1720 Bluff Road (9-18-23)
6. Attachment F_Public Hearing Notification -city council_ combined_ clear channel (final 09-07-2023)

NEXT STEPS:

N/A

ORDINANCE NO. 2466

**AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA
APPROVING A ZONING CODE TEXT AMENDMENT TO CHAPTER 17.62
– SIGN OF THE MONTEBELLO MUNICIPAL CODE TO INCLUDE
REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES
SIGNS**

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce with its jurisdictional limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws of the State;

WHEREAS, on June 21, 2023, Layne Lawson on behalf of Clear Channel, LLC ("Applicant") submitted an application to amend Chapter 17.62 Signs of the Montebello Municipal Code to include regulations related to conversions of off-premises signs.

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed amendment; and

WHEREAS, pursuant to Section 17.76.070 of the Montebello Municipal Code (MMC) the City Council shall make a determinate related to amendments to the Zoning Ordinance in the public interest, convenience and necessity. Modifications to various sections of Chapter 17.62 will further the purpose of the Zoning Code to regulate signage, modernize existing signs and reduce clutter of signage.

WHEREAS, on July 18, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 1, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 15, 2023, the City Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution Nos. 06-23, 07-23 and 08-23 recommending that the City Council approve Text Amendment Case No. PC-2023-0006-TCA as well as the related Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC; and

WHEREAS, a duly noticed public hearing has been held, at which the City Council

received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter, and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

Section 2. The proposed Text Amendments have been reviewed with respect to applicability and the City Council of the City of Montebello ("City Council") hereby finds and determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment

Section 3. The City Council finds and determines that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The City Council hereby finds that the proposed amendments to Chapter 17.62 are required for public necessity, convenience and general welfare and are found to be consistent with the City's General Plan and Municipal Code. The proposed text amendment will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development. In addition, the proposed text amendment

Section 5. The City Council hereby adopts an ordinance adopting Zoning Ordinance Amendments as provided in Exhibit A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in ~~strikeout (example)~~.

Section 6. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2023.

David N. Torres, 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 Ordinance No. 2466 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 27th day of September, 2023 and that said Ordinance 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 Ordinance is a true, full and correct copy of an Ordinance duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

EXHIBIT A
ZONING ORDINANCE AMENDMENTS
Title 17 - ZONING
Chapter 17.62 SIGNS

Chapter 17.62 SIGNS

17.62.010 Purpose and intent.

The intent of this chapter is to promote community appearance and effective business identification through the regulation of signs and sign structures within the city of Montebello. The location, number, size and design of signs and graphics have a significant influence upon the community's environment and appearance. The regulation of signs and outdoor advertising is therefore necessary for the following purposes:

- A. To promote and protect the public health, safety and welfare by minimizing hazards and obstructions to traffic and promoting traffic safety, and through consideration of the aesthetics of signs and outdoor advertising to be installed within the city;
- B. To protect persons and property values from damage due to indiscriminate and harmful use of signs, outdoor advertising and advertising structures;
- C. To preserve a pleasing and attractive appearance in all areas of the city.

(Ord. 2160 § 5 (part), 1997)

17.62.020 Location and code provisions.

Signs shall be constructed and located in compliance with the provisions of this chapter and with the applicable requirements of the California Outdoor Advertising Act, Uniform Building Code and Uniform Sign Code, and the California Electrical Code, whichever code or code provision(s) is more restrictive, as may be adopted and amended from time to time. Approval from the City of Montebello departments of planning and building services shall be obtained prior to erecting, constructing, altering, rebuilding, replacing, or moving any sign. Approval by the department of public works is also required for any freestanding or projecting sign located within twenty feet of, or projecting over, the public right-of-way.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 1, 2-24-2016)

17.62.030 Materials, construction and identification.

- A. All signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.
- B. All wooden signs must be at least three-quarter-inch thick.
- C. All electric signs shall be composed entirely of noncombustible materials.
- D. Unless specifically exempted, all signs shall be identified with a durable label or tag specifying the name and date of the manufacture, weight, installation date and permit number. In addition, for electrical signs the voltage, amperage and any other information required for the safety certification or listing for the equipment shall be included. This information shall be placed where it is readily visible for inspection after the sign has been installed.

-
- E. Every electrical sign of any type shall be constructed, inspected and approved by the Underwriters Laboratories (UL) or equal and display a label of approval from said laboratory.

(Ord. 2160 § 5 (part), 1997)

17.62.040 Maintenance.

- A. All signs and sign structures including those otherwise specifically exempt from the provisions of this chapter, including all parts, portions, and materials, shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Any crack, broken surfaces, malfunctioning light(s), missing sign copy or other unmaintained or damaged portion of a sign shall be repaired or replaced within thirty calendar days following notification by the city. Noncompliance with such a request shall constitute a public nuisance.
- B. All businesses must service and wash their signs at least once every twelve months.
- C. Upon vacating a business location, the business or property owner shall remove the sign copy that advertises the business. At no time shall a ~~sign cabinet~~ [sign cabinet](#) remain empty and without copy exposing the internal lighting and electrical fixtures. During any period when a sign cabinet is not being utilized for identification of a business, a blank opaque face shall be installed in the sign cabinet structure. Any damage to a building caused by the removal of a sign structure shall be repaired to the condition the building was in prior to the installation of the sign.

(Ord. 2160 § 5 (part), 1997)

17.62.050 Prohibited signs.

- A. The following signs are prohibited except as provided in Section 17.62.160, Nonconforming ~~signs~~ [Signs](#), Section ~~17.62.160~~ [17.62.110](#), Temporary ~~signs~~ [Signs](#), [Section 17.62.140, Planned sign program](#), and Section 17.62.105, Off-Premises Digital Display Signs:
1. Signs that include video, blink, or move in any manner, have any portions that move, or have the appearance of moving, including animated or scrolling electronic text ~~that clocks, and digital displays as defined in Section 17.62.170. Clocks,~~ time, and temperature displays, ~~and~~ civic and public services, ~~and unique/creative signs allowed through the approval of a Planned Sign Program displays,~~ are exempt from this prohibition;
 2. Flags (except those which are raised and lowered on permanently fixed flag poles), pennants, banners, paper, wind driven signs (except where specifically provided for within this code);
 3. Roof signs;
 4. Sign structures and supports no longer in use;
 5. Portable signs;
 6. Commercial advertising statuary;
 7. Signs painted directly onto exterior wall surfaces (such as exterior building walls and masonry block walls, etc.);
 8. Inflatable signs (except as provided in Sections 17.62.110 and 17.62.170 of this chapter);
 9. New off-premises signs, except those permitted pursuant to this chapter;
 10. Murals.

-
- B. No person shall construct, place or maintain any sign, signboard, billboard, street bulletin board, sign or advertisement in, over, along, across or upon any public street or public parkway, or other public place within the city, except as provided in Section 17.62.110 or Section 17.62.105 of this chapter.
 - C. Nothing contained in this title shall be construed to prohibit the erection or placing in any public street, parkway or other public place, of signs, notices or signals under the authority of the city council or of this code.
 - D. No person shall paint, post, attach or affix any handbill, notice, sign or advertisement upon any object in the public right-of-way, or to any bridge, fence, light pole, building, structure, or other property within public view, nor to any tree in any public right-of-way or public place; nor shall any person deface, mar or disfigure any such bridge, fence, light pole, building, tree, etc.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 2, 2-24-2016)

17.62.060 Exemptions.

The provisions and regulations hereof shall not apply to the following types of signs:

- A. Official notices issued by any court, public body or officer;
- B. Notices posted by any person or public officer in performance of a public duty;
- C. Signs required or authorized by any federal, state, county or city regulation, ordinance or resolution;
- D. Any signs used for emergency purposes only;
- E. Official flags of the United States of America, the state of California, the county of Los Angeles or the city of Montebello.

(Ord. 2160 § 5 (part), 1997)

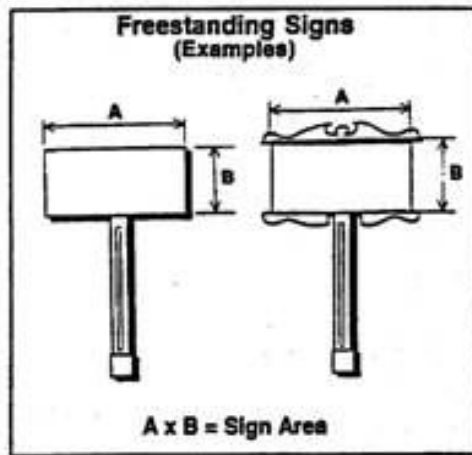
17.62.070 Sign measurements.

- A. Sign Area.
 - 1. Cabinet Signs. The area of a cabinet sign is determined by the area of the sign face(s) enclosed by a frame or cabinet and is determined by the outer dimensions of the frame or cabinet surrounding the sign area. This includes the total area of the copy and the background. This applies to wall mounted cabinet signs and cabinet signs mounted on freestanding pole structures. (See Figures 17.62.070A and 17.62.070B) Architectural features are not considered in the sign area. (See Figure 17.62.070B)

Figure 17.62.070A

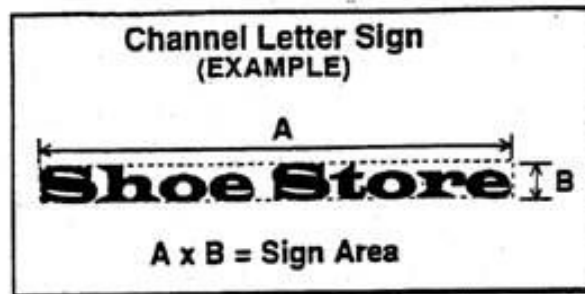


Figure 17.62.070B



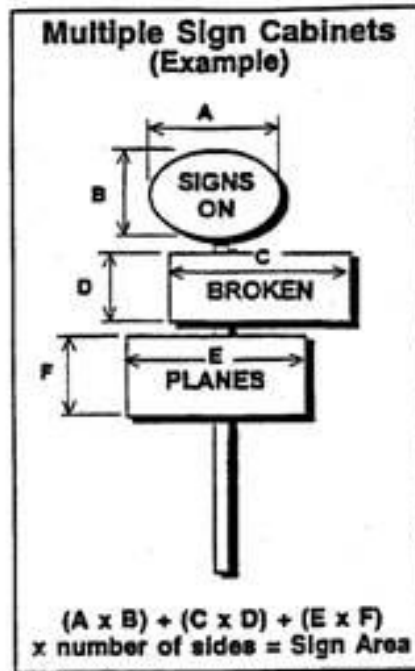
2. Channel Letters and Individual Elements. When signs are constructed of individual elements such as channel letters and attached to a building wall, the sign area is determined by calculating the area of an imaginary box drawn around the most exterior area of all the letters and/or elements. (See Figure 17.62.070C)

Figure 17.62.070C



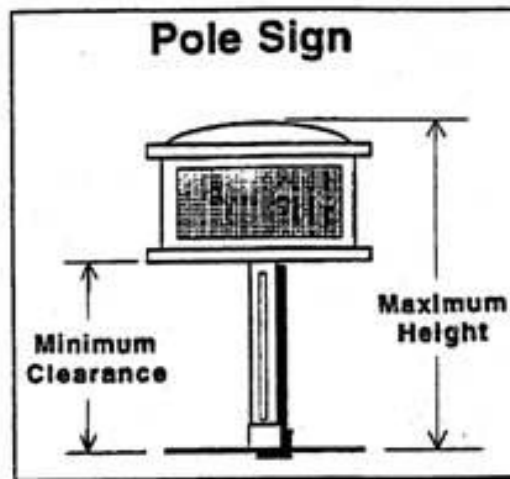
3. Awnings. When signs are incorporated into an awning, the sign area is determined by computing the area of an imaginary box drawn around the sign elements.
4. Multiple Sign Cabinets. For freestanding signs that contain multiple cabinets on one structure, the area of each cabinet counts toward a combined total. If these are double or multiple faced cabinets, the sign area shall be calculated to include all faces of the sign. (See Figure 17.62.070D)

Figure 17.62.070D



- B. Height. The overall height of a sign or sign structure is measured from the ground directly below the sign to the highest point of the sign or sign structure. (See Figure 17.62.070E)
- C. Clearance. Clearance is measured from the ground directly below the sign to the bottom of the sign structure enclosing the sign face. (See Figure 17.62.070E)

Figure 17.62.070E



(Ord. 2160 § 5 (part), 1997)

17.62.080 Signs—Residential zones.

Signs are allowed in residential zones in accordance with the following:

A. In All R Zones:

1. One nonilluminated sign a maximum of twelve square feet in area pertaining only to the sale or lease of the particular building or property upon which it is displayed.
2. Outdoor advertising structures in conjunction with model homes (See Chapter 17.58 of this title, Model Homes).
3. Temporary architect's or builder's sign identifying persons engaged in construction on a site are permitted as long as construction is in progress.

B. R-A Zone. One sign a maximum of twelve square feet in area advertising the sale of agricultural products raised on the premises.

C. R-3 and R-4 Zones. One wall sign a maximum of twenty square feet in area, provided the sign contains no advertising copy except the name and street address of the building upon which it is placed.

(Ord. 2160 § 5 (part), 1997)

17.62.090 Signs—C-R zone.

A. Signs are allowed in the C-R zone in accordance with the following:

1. The sign area shall not exceed one square foot per two linear feet of building frontage, or three linear feet of lot width for outdoor uses.
2. No sign may exceed fifty square feet in area.
3. No more than two signs are permitted for each use or business on a lot.
4. Freestanding signs are prohibited.
5. Each legally established use or business on a lot may have one additional accessory sign that is a maximum size of six square feet in area.

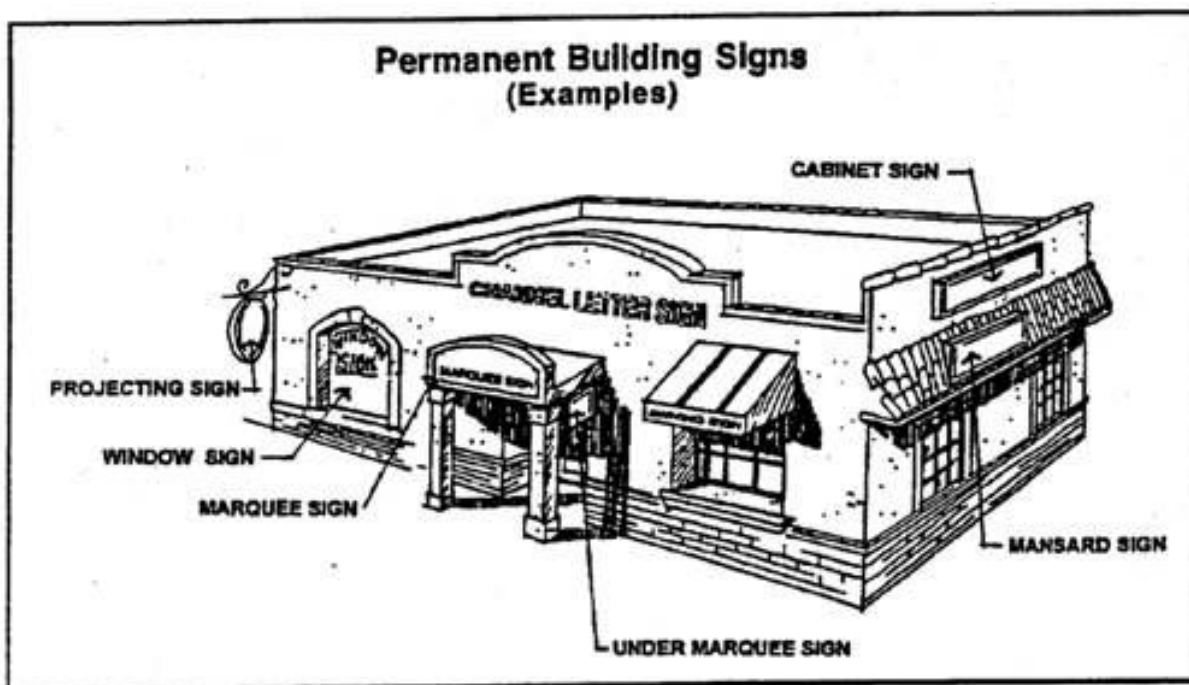
B. For the purpose of giving information on the availability of the premises for sale or lease, one sign not exceeding twelve square feet in area shall also be allowed.

(Ord. 2160 § 5 (part), 1997)

17.62.100 Signs—C-1, C-2, C-M, M-1 and M-2 zones.

A. Individual Sign Criteria.

Figure 17.62.100A



1. Wall and Marquee Signs.

a. Maximum Size.

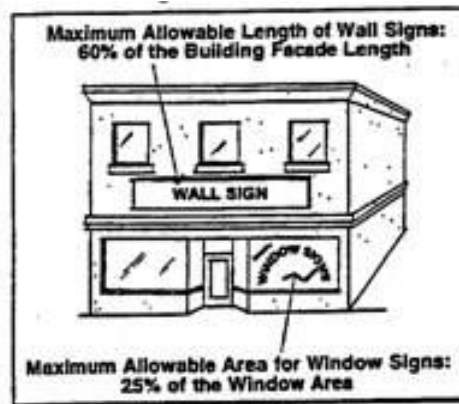
- i. Front Facade. For wall and marquee signs, the total sign area on the front facade of a building shall not exceed two square feet of sign area per one linear foot of the building facade (front) width of the subject business. On lots which are occupied by more than one business, the sign area for each business shall not exceed two square feet per one linear foot of building frontage for the respective business. However, in no event must the overall sign area on the front facade be less than twenty square feet. This sign area allotment for the front facade cannot be transferred to other facades on the building.
- ii. Side and Rear Building Facades. The total sign area for wall and marquee signs on the side and rear facades of a building shall not exceed one square foot of sign area per two linear feet of the facade length of the building or subject business, except that when the facade faces a side street, total sign area shall not exceed one square foot of sign area per one linear foot of facade length. This sign area allotment cannot be transferred to other facades on the building.

Location	Wall Sign Area Computations
Front Facade	2 sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
Side and rear facade	½ sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
Side facade facing street	1 sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
All facades	Width of facade × 60% = maximum sign length

- iii. No limit shall be placed on the number of wall or marquee signs except that the combined total sign area shall not exceed the allowable sign area ratio per facade.

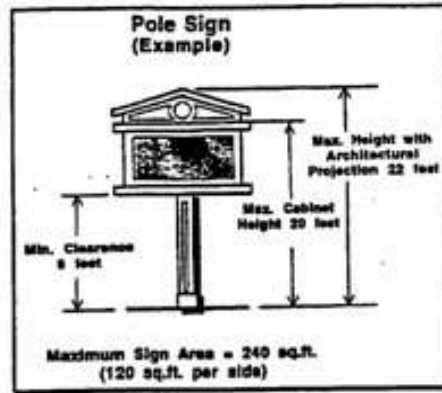
- iv. The combined length of all signs placed on a building facade shall not be greater than sixty percent of the length of the facade on which the sign is attached. (See Figure 17.62.100B)

Figure 17.62.100B



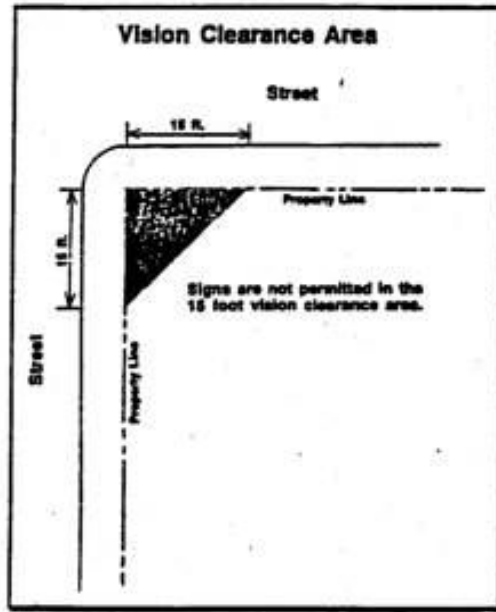
- b. Placement.
 - i. Wall and marquee signs shall not extend beyond the surface of the wall or marquee to which they are attached nor shall they extend above the roof line the building on which the sign is placed.
 - ii. In multiple story buildings, wall and marquee signs may be used by businesses which are located in stories above the ground level subject to the same limitations which would apply if the business were located on the ground level.
- 2. Pole Signs.
 - a. Site Requirements.
 - i. One pole sign may be permitted on a site provided that the site has a minimum street frontage of seventy-five feet in length. On corner lots, one additional pole sign may be established provided that each street frontage is at least seventy-five feet in length. Each pole sign shall be oriented to the street frontage on which it is erected.
 - ii. The area of a double faced pole sign shall be calculated to include both sides of the sign cabinet. The area of a multi-cabinet sign shall be calculated to include all the cabinets.
 - b. Maximum Size and Height.
 - i. The total sign area of a pole sign shall not exceed one square foot of sign area for every one linear foot of street frontage on which the business is located, and shall not exceed a total sign face area of two hundred forty square feet, with a maximum of one hundred twenty square feet per individual sign face. (See Figure 17.62.100C)
 - ii. The maximum height of a pole sign shall not exceed twenty feet. (See Figure 17.62.100C)

Figure 17.62.100C



- iii. Architectural projections of not more than two feet may be added to the top of a pole sign. At no time shall the total height of a pole sign exceed twenty-two feet. The architectural projection shall be used for design purposes only and no sign copy or internal illumination shall be located within this area.
- c. Location.
 - i. Pole signs shall be located in a landscape planter the size of which is at least half the size of the sign's total sign area.
 - ii. Pole signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the pole sign. (See Section 17.62.170 of this chapter.)
 - iii. If a pole sign is located within twenty feet of the public right-of-way, only one supporting column shall be permitted.
 - iv. Pole signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the freestanding sign to the leading edge of the pole sign closest to the driveway.
 - v. Pole signs shall be located at a distance of at least twenty-five feet from a lot line of any residential zoned property.
 - vi. For property which qualifies for two pole signs, the pole signs shall be located at least one hundred and fifty feet apart.
 - vii. On corner lots, no pole sign or support structure shall be located within the triangular vision clearance area which covers the area between the two street abutting property lines for a length of fifteen feet along each property line from their point of intersection. (See Figure 17.62.100D)

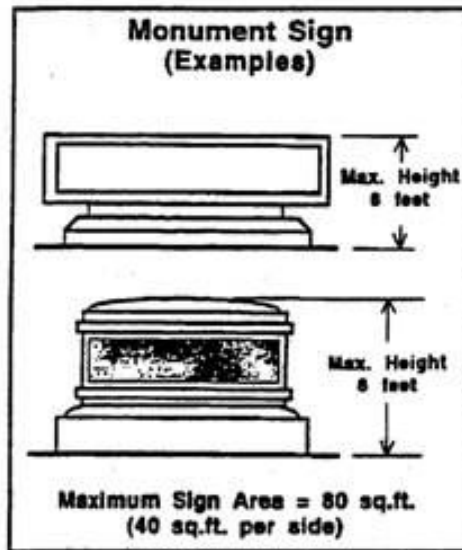
Figure 17.62.100D



- viii. No pole sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.
- d. Appearance.
 - i. All pole signs shall be architecturally compatible with the building(s) on the site where the pole sign is located. In most cases, square or box sign cabinets which have no architectural treatment compatible with the building(s) on the site are discouraged.
 - ii. All pole signs shall be constructed so as to conceal any structural members, bracing, wiring and/or lighting fixtures.
 - iii. The supporting structure(s) of any pole sign shall be of a design and material consistent with that of the exterior of the building(s) on the site. Pole covers/sleeves shall be provided as a decorative feature around the supporting structure of a pole sign.
- e. Minimum Height and Clearance.
 - i. Pole signs projecting over a pedestrian way shall have a minimum height clearance of eight feet. Signs projecting over a vehicular access, parking or circulation area shall have a minimum height clearance of fifteen feet. Signs projecting over public property shall comply with the Montebello Municipal Code requirements for such sign.
 - ii. Pole signs shall not project over any building.
- 3. Monument and Pylon Signs.
 - a. Site Requirements.
 - i. One monument or pylon sign may be permitted on a site provided that the site has a minimum street frontage of seventy-five feet in length. On corner lots, one additional monument or pylon sign may be established provided that each street frontage is at least seventy-five feet in length. Each sign shall be oriented to the street frontage on which it is erected.

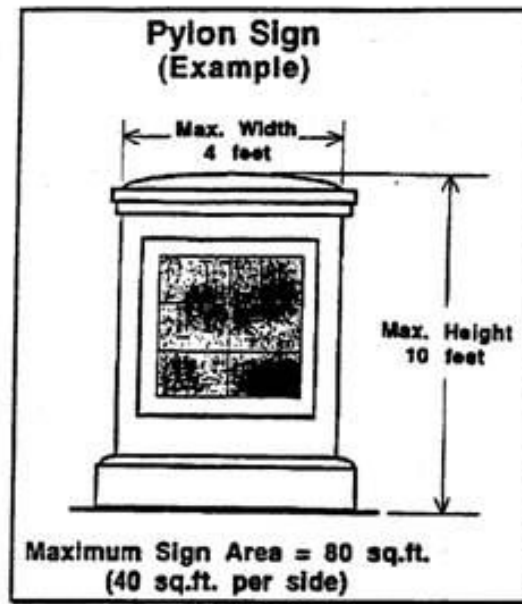
- ii. The total sign area of a monument or pylon sign with two or more faces shall be calculated to include the area of all faces.
- b. Maximum Size and Height.
 - i. The total sign area of a monument or pylon sign shall not exceed eighty square feet, with a maximum of forty square feet per individual sign face.
 - ii. The maximum height of a monument sign shall not exceed six feet measured from grade level to the uppermost edge of the sign cabinet. (See Figure 17.62.100E)

Figure 17.62.100E



- iii. The maximum height of a pylon sign shall not exceed ten feet measured from grade level to the upper most edge of the sign face cabinet. The maximum width of a pylon sign shall not exceed four feet. (See Figure 17.62.100F)

Figure 17.62.100F



- c. Location.
- Monument or pylon signs shall be located in a landscape planter the size of which is at least half the size of the sign's total sign area.
 - Monument and pylon signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the monument or pylon sign.
 - Monument or pylon signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the monument or pylon sign to the leading edge of the sign closest to the driveway.
 - Monument or pylon signs shall be located at a distance of at least of twenty-five feet from a lot line of any residential zoned property.
 - For property which qualifies for two monument or pylon signs, the monument or pylon signs shall be located at least one hundred fifty feet apart.
 - On corner lots, no monument or pylon sign shall be located within the triangular vision clearance area which covers the area between the two street abutting property lines for a length of fifteen feet along each property line from their point of intersection. (See Figure 17.62.100D)
 - No monument or pylon sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.
- d. Appearance.
- All monument or pylon signs shall be architecturally compatible with the building(s) on the site on which the monument sign is to be located. In most cases, square or box sign cabinets which have no architectural treatment compatible with the building(s) on the site are discouraged.

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- ii. All monument and pylon signs shall be constructed so as to conceal any structural members, bracing, wiring and/or lighting fixtures.
 - iii. No exposed concrete bases are permitted without providing a decorative treatment such as a textured or stucco finish or other treatment which is compatible with the architecture or materials of the building(s) on the site where the sign is located.
 - 4. Mansard Signs.
 - a. Maximum Size. Mansard signs are subject to the regulations in Section 17.62.100(A)(1) relating to wall and marquee signs.
 - b. Placement. Such signs shall be mounted on a mansard roof so that the lowest portion of the sign cabinet is recessed into the roof structure and the uppermost portion of the cabinet is flush with the roof. At no point shall there be an open area behind the sign cabinet and the mansard roof. (See Figure 17.62.100A)
 - 5. Under Marquee.
 - a. Maximum Size. The sign area of an under marquee sign shall not exceed three square feet per sign face, not to exceed two faces.
 - b. Placement. Mounted underneath a marquee and over a sidewalk, under marquee signs shall be no lower than eight feet above ground level. Signs projecting over public property shall comply with Section 17.62.120 of this chapter. (See Figure 17.62.100A)
 - 6. Projecting Signs.
 - a. Maximum Size. The sign area of a projecting sign shall not exceed three square feet per sign face, not to exceed two faces.
 - b. Placement. Projecting signs shall be placed no lower than eight feet above ground level and shall extend no higher than twelve feet. (See Figure 17.62.100A)
 - 7. Changeable Copy Signs.
 - a. Maximum Size. The sign area of a changeable copy sign shall not exceed twenty square feet.
 - b. Placement. Changeable copy signs shall be placed in a permanently mounted sign structure either attached to the building or freestanding, consistent with the other provisions of this chapter.
 - 8. Awning Signs.
 - a. Maximum Size. The sign area of signs on awnings shall not exceed thirty percent of the exterior surface of the awning. The length of the sign shall not be greater than sixty percent of the length of the awning. (See Figure 17.62.100A)
 - 9. Window Signs.
 - a. Maximum Size. The sign area of signs located on the glazed area of a building window shall not exceed twenty five percent of the area of the window containing the sign. (See Figure 17.62.100B)
 - b. Placement. Window signs shall be placed on the interior of a building within a window frame. (See Figure 17.62.100A)
 - 10. Outdoor Business Signs. For outdoor businesses (such as auto dealerships, nurseries, and auto rentals, but not service stations and carwashes) the total sign area on the site shall not exceed one square foot of sign

area for every one linear foot of street frontage on which the business is located. All other applicable requirements as set forth in this chapter shall apply.

11. Fence Mounted Signs. In the M-1 or M-2 zones when a building is not visible from the public right-of-way and visually blocked by a view obscuring fence, one twenty square foot sign shall be permitted to be mounted on a fence facing the public right-of-way. The sign shall be mounted in a permanent manner flush with the fence and visible to the public right-of-way. The sign shall also not extend above the top of the fence upon which it is mounted.
 12. For Sale or For Rent Signs. The area of for sale, for lease or for rent signs shall not be included in the calculation of overall sign area for a site. Although a building permit is not required for this type of sign, all ground mounted for sale and for lease signs shall be reviewed and approved by the planning department and the department of public works.
 - a. Maximum Size. The area of a for sale or for rent sign shall not exceed twenty square feet.
 - b. Number. The number of for sale or for rent signs on a site shall be limited to one per building or one per business. For large commercial and industrial centers, one freestanding for sale or for rent sign shall be permitted per street frontage.
 - c. Placement. For sale or for rent signs may be displayed in the same location as permanent signs.
 - i. For sale or for rent signs shall not be placed in the path of pedestrian traffic.
 - ii. Ground mounted for sale and for rent signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the freestanding for sale or for rent sign.
 - iii. Ground mounted for sale and for rent signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the for sale or for rent sign to the leading edge of the for sale or for rent sign closest to the driveway.
 13. Flags. Flags (not including official national, state or local flags per Section 17.62.060 of this chapter) which can be raised and lowered on permanently fixed flag poles are not limited to the height and area requirements of freestanding signs; however, the area of the flag will be calculated as part of the total sign area for a site. The height of a flag pole supporting such a flag is subject to the maximum building height limitation of the zone in which it is located.
- B. Freeway-Oriented Signs.
1. In addition to any other signs permitted on a site subject to the provisions of this chapter, one freeway-oriented sign may be located on any site which is within five hundred feet of a freeway right-of-way, and which is developed with either:
 - a. A service station or detached restaurant; or
 - b. A commercial, industrial or recreational center or a single business provided that such center or business is located on a site with an area of at least two acres.
 2. Such signs may be erected subject to the following criteria:
 - a. Maximum Height. Twenty-five feet above the grade of the freeway or above the grade of the location where the sign is erected, whichever is greater;
 - b. Maximum Size.
 - i. Service Stations. One hundred sixty square feet per sign face.

- ii. All Others. One hundred sixty square feet per sign face plus one square foot of sign face per one thousand square feet of the building housing the advertised use, and shall not exceed a maximum sign face area of six hundred square feet.
- c. Support Structures. The supporting structures of any sign must:
 - i. Be of a design and material(s) consistent with that of the exterior of the building(s) on the site. Pole covers/sleeves shall be provided as a decorative feature around the supporting structure of a freeway-oriented sign;
 - ii. Not create any visual obstruction or adverse safety or aesthetic impact.
- d. No freeway-oriented sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.

(Ord. 2160 § 5 (part), 1997)

17.62.105 Off-premises digital display signs.

- A. Intent. The provisions of this section shall apply to all off-premises digital display signs as defined under Section 17.62.170, within the city. With authority provided to the City in Government Code Section 65864 and Business and Professions Code section 5412 to enter into development and relocation agreements, the intent of this section is reduce visual clutter, eliminate non-conforming signage, facilitate the orderly development and relocation and redistribution of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and limited new displays; and to eliminate the need for the city to pay compensation for removal of existing displays to accommodate a public project. The provisions of this section shall govern the processing of applications for off-premises digital display signs.
- B. Off-Premises Digital Display ~~Sign~~Sign(s) Corridors. The construction of a new off-premises digital display sign or the relocation of an off-premises sign shall be permitted only within the Interstate 5 Freeway Digital Display Sign Corridor or the California State Route 60 Freeway Digital Display Sign Corridor.
 - 1. For purposes of this section, "Interstate 5 Freeway Digital Display Sign Corridor" shall mean any area along the southern terminus of the city within two hundred feet of the I-5 Interstate Freeway right-of-way boundary.
 - 2. For purposes of this section, the "California State Route 60 Freeway Digital Display Sign Corridor" shall mean any area within six hundred feet of the California State Route 60 Freeway right-of-way boundary.
- C. Off-Premises Digital Display Poster Conversion. The replacement of existing off-premises signs with an off-premises digital display shall only be permitted where (a) the existing and replacement sign face measures no less than two hundred (200) square feet and no more than three hundred (300) square feet (cabinetry and trim excluded), (b) the sign face is not primarily viewed from a freeway, (c) the existing off-premises sign is located on a commercial or industrial zoned property and is not within 500 feet, measured from the sign structure, of residentially zoned property, (d) the replacement digital display face is no less than one thousand (1,000) feet from any other off-premises digital sign face on the same side of the street or roadway, (e) the existing off-premise sign is not attached to a building rooftop, (f) no structural alteration to the existing sign structure is required, and (g) the the existing off-premises sign is not located on real property owned or controlled by a public entity. For the purposes of this section, an "Off-Premises Digital Display Poster Conversion" shall mean any off-premises digital display consistent with the standards of this subsection C.
- CD. Development Agreement Required.

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1. New Off-Premises Digital Display Signs. The construction of a new off-premises digital display sign within either digital display sign corridor shall be allowed only with the approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and in compliance with all other standards imposed by this chapter.
 2. Relocation of Off-Premises Sign. The relocation of an off-premises sign, and its replacement with a new off-premises digital display sign, is allowed only upon approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by this chapter.
 3. Off-Premises Digital Display Poster Conversion. An Off-Premises Digital Display Poster Conversion shall be allowed only upon approval of a development agreement by the city council containing appropriate standards and public benefits to be negotiated between the sign owner and the city, which public benefits shall include removal of other existing off-premises signage on a one to one (1:1) ratio, at a minimum, and in compliance with all other standards imposed by this chapter.
- DE.** Off-Premises Digital Display Sign Permit. No person or entity shall construct, build, erect, or relocate an off-premises display sign or an off-premises digital display sign without first being issued an off-premises digital display sign permit by the planning manager or designee. The planning manager shall issue an off-premises digital display sign permit only if the applicant satisfies all of the general conditions set forth in Section 17.62.105(**EE**). An applicant shall provide visual simulations or renderings of the proposed off-premises digital display sign as may be directed by the planning manager and a photometric study prepared by a city approved lighting engineer.
- EE.** General Standards and Conditions. The provisions of this subsection, are in addition to any standards imposed in the development agreement. To be issued an off-premises digital display sign permit, the off-premises digital display, including Off-Premises Digital Display Poster Conversions, must comply, at a minimum, with all of the following requirements, as applicable:
1. The city council shall have approved a development agreement pursuant to Section 17.62.105(**ED**) between the city and applicant.
 2. Off-premises digital display signs shall be located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor, as defined in Section 17.62.1 05(8); and Off-Premises Digital Display Poster Conversions shall be located consistent with the location standards in Section 17.62.105(C) and shall not be limited to being located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor.
 3. An off-premises digital display shall not be erected within five hundred feet of any off-premises display on the same side of the freeway. An off-premises digital display shall not be erected within one thousand feet of any other off-premises digital display on the same side of the freeway.
 4. An off-premises digital display sign face area shall not have more than six-hundred and seventy-two square feet, but excluding border, trim, base or apron supports, and other special advertising features or additions or other structural members.
 5. The interval between the change in digital content shall be a minimum of eight seconds and the images shall change instantaneously, without special transitional effects.
 6. No digital display sign may include any illumination or message change that is in motion or that changes intensity.
 7. The height of any off-premises digital display sign structure shall not exceed seventy-five feet measured from the lower of either the ground level at the base of the sign structure or the finished grade of highway the sign is advertising thereto, subject to specific site conditions and visibility factors

as determined by the Planning Manager. For purposes of this Section, "finish grade" shall be measured from the shoulder elevation of the highway immediately next to the "slow lane."

8. An off-premises digital display shall not be permitted to structurally attach on the roof of a building.
9. An off-premises digital display shall not encroach over public rights-of-way.
10. An off-premises digital display shall not be permitted within two-hundred feet of a residentially zoned property.
11. The back or rear of an off-premises digital display structure, which is visible to the public, shall be suitably covered to conceal the inner structures and shall be properly maintained.
12. An off-premises digital display must utilize automatic dimming technology to adjust the brightness of the sign relative to ambient light so that at no time will the sign exceed a brightness level of 0.3 footcandle above the ambient light for both daytime and nighttime condition.

Pre-set distances to measure the foot candles impact vary with the face size of each size sign.
Measurement distance criteria:

Nominal Face Size	Distance to be measured from:
12' x 25'	150'
10'6" x 36'	200'
14' x 48'	250'

After commencement of operation, the city may, at the permittee's expense, retain a lighting engineer to conduct follow-up testing and recommend any necessary corrective measures if the city reasonably believes brightness levels exceed this code's requirement. If directed to take corrective measures by city staff based on the lighting engineer's report, the permittee must promptly implement such corrective measures at its sole expense within seven days of the date of the city's demand for corrective measures.

13. All off-premises digital displays must revert to a black screen or turn off immediately if ten percent of the digital display screen malfunctions.
14. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between the back sides of the sign faces shall not exceed eight feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed thirty-five feet at their widest point and shall not exceed eight feet at their closest point.
15. ~~An~~Except for Off-Premises Digital Display Poster Conversions, an off-premises digital display structure shall have a single support structure (monopole)~~-and shall be constructed of noncombustible material.~~
16. All off-premises digital displays shall be constructed of noncombustible material.
- ~~16~~17. All off-premises digital displays shall be ~~maintain~~maintained in good condition and working order, as determined by the city manager or designee, and free of graffiti, peeling paint, faded colors and/or broken and damaged materials. Violators shall be subject to any and all penalties or remedies authorized under the Montebello Municipal Code, state law, and federal law.
- ~~17~~18. ~~The~~Except for Off-Premises Digital Display Poster Conversions, the permittee shall underground all utilities installed in connection with off-premises digital display.

~~18~~19. No off-premises digital display shall be placed or maintained in violation of the state Outdoor Advertising Act or any other applicable state, federal, or local law.

~~19~~20. Off-premises digital displays shall be oriented away from residential areas.

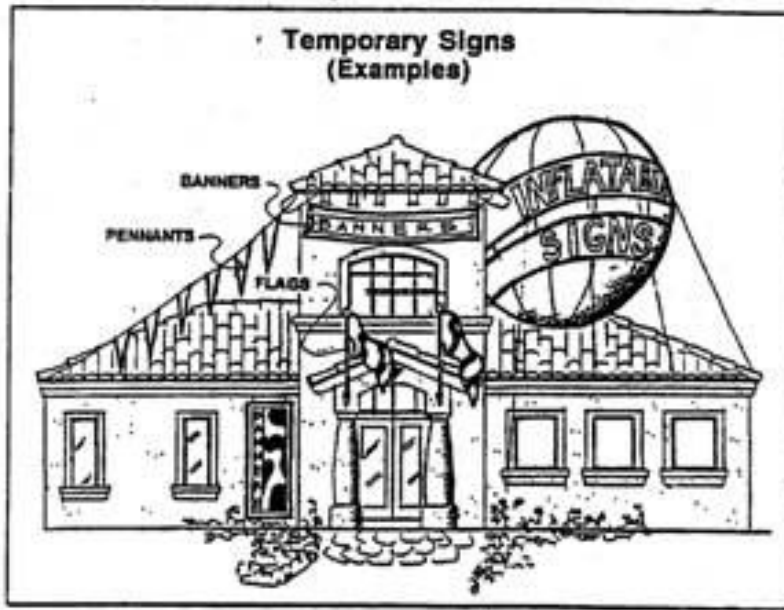
(Ord. NO. 2375, § 3, 2-24-2016)

17.62.110 Temporary signs.

The area of temporary signs shall not be subject to the limitations of this chapter on maximum permissible sign area for a site's permanent signs. However, areas of a window devoted on a continuous basis to paper signs or other such advertisements which are changed on a regular basis, will be subject to the limitations of this chapter on maximum permissible sign area.

- A. Duration. Temporary signs may be displayed subject to a temporary use permit. A minimum of fifteen days between display periods shall be required. Temporary signs may be displayed up to one hundred twenty days in any given three-hundred-sixty-five-day period subject to one of the following alternatives:
1. Thirty-day display periods, not to exceed four in any given ~~days~~three-hundred-sixty-five-day period;
 2. Fifteen-day display periods, not to exceed eight in any given three-hundred-sixty-five-day period;
 3. Any combination of individual temporary use permits for thirty-day display periods or fifteen-day display periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days are provided between display periods;
 4. An annual temporary use permit for any combination of thirty-day periods and fifteen-day periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days between display periods are provided; or
 5. An annual temporary use permit which would allow the applicant, subject to the approval of the director of planning, to tailor a permit to the particular needs of a business, provided that the total number of days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period.

Figure 17.62.110



- B. Maximum Size. The sign area of a temporary sign shall not exceed thirty square feet per facade (except inflatable signs).
- C. Placement. Temporary signs may be displayed in the same location as permanent signs. At no time may temporary signs be affixed to a temporary structure. All components of a temporary sign shall be removed when the permit expires. Paper signs shall not be displayed on the exterior of any building and shall be limited only to interior window displays.
- D. Types. The use of temporary signs shall be limited to the following purposes:
 - 1. Change of ownership or new management announcements;
 - 2. Announcements of special sale events or promotional activities.
- E. Exemptions. Temporary election posters and posters for charitable causes are exempted from the preceding limitations, but must be placed on private property and must be removed after the event to which the poster is associated has ended.
- F. Inflatable Signs. The use of inflatable signs shall be limited to a total of twenty-eight days in any given three-hundred-sixty-five-day period. A temporary use permit shall be required for the use of an inflatable sign, and each such permit shall be valid for a display period not to exceed seven days. A minimum of fifteen days between display periods shall be required. Days on which an inflatable sign is displayed shall be included among the maximum of one-hundred twenty days per year for the display of temporary signs by a business.
- G. Cabinet Cover Signs. Where one business vacates a property and a new business occupies the same site, the new business may utilize a cabinet cover(s) over the existing sign cabinet structure(s) subject to issuance of a temporary use permit until permanent sign faces can be installed in the existing freestanding or wall mounted sign cabinet(s). The use of a cabinet cover(s) shall be limited to a period not to exceed one hundred twenty days. This one hundred twenty-day period shall not be counted among the maximum number of days per year for which the display of temporary signs is allowed.
- H. Public Works Contingency. Where a business sign or entrance is obstructed due to a public works project, or where such a project creates the need for additional directional signage, such business may be granted a temporary use permit for the duration of the obstruction. Such a temporary sign shall be used for business identification or directional purposes only. There shall be no charge for a permit for such a sign, nor shall the

display period be counted among the maximum number of days per year for which the display of temporary signs is allowed.

- I. Fees. Fees for temporary use permits shall be established per resolution by the city council.
- J. Prohibited Signs. The following temporary signs shall be prohibited at all times:
 - 1. Temporary signs in the public right-of-way;
 - 2. Inflatable signs made of mylar, or other similar metal-coated plastics.

(Ord. 2160 § 5 (part), 1997)

17.62.120 Limits on projecting into pedestrian or vehicular use areas.

No sign shall project over public right-of-way without first obtaining permission in writing from the city council. Otherwise, no sign, or portion thereof, shall extend or project over any public sidewalk, parkway, street, or other public property, or over any private property used, or intended to be used as a sidewalk, pedestrian path, bikeway, street, driveway, parking lot, driving aisle, parking space, loading area or other pedestrian or vehicular access area, except as provided for in the following provisions:

- A. Below Eight Feet. No part of any sign may project or extend into such a pedestrian or vehicular use area below a height of eight feet above ground level.
- B. Between Eight and Twelve Feet. Above a height of eight feet and below a height of twelve feet, no sign shall project more than twelve inches into such a pedestrian or vehicular use area.
- C. Above Twelve Feet. Above a height of twelve feet, no sign shall project or extend more than thirty inches into such a pedestrian or vehicular use area.

(Ord. 2160 § 5 (part), 1997)

17.62.130 Business identification.

- A. Legibility. Every business utilizing any signs pursuant to this chapter must identify itself to the public with a sign which identifies the business using Roman letters and/or Arabic numerals at the front of the business facing the street, and in contrasting colors to the background. This business identification shall be legible from the same or greater distance as any other sign copy for the business on the site.
- B. Address. In addition to any signs permitted under the provisions of this chapter, the correct street address number of every commercial and industrial building shall be displayed on the building facing the street, and shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height and be of a color contrasting to the background. In addition, any business which affords vehicular access to the rear through any driveway, alleyway or parking lot shall also display the same numbers on the rear of the building. (See Section 15.08.110(L) of this code)

(Ord. 2160 § 5 (part), 1997)

17.62.140 Planned sign program.

The purpose of a planned sign program is to encourage consistency of design and regulation and to allow flexibility of design for signs which are harmonious throughout a commercial or industrial development and which promote a positive identification and image. A planned sign program may be approved for freeway signs or for

commercial or industrial centers on sites of twenty thousand square feet or more. An application for such program must be reviewed and approved by the planning commission. A planned sign program is intended to provide maximum incentive and latitude to encourage variety and good design of signs, and to allow response to special circumstances, but shall not be used to circumvent the objectives of this chapter. It is intended that signs approved per a planned sign program not be subject to the specific limitations contained in the foregoing provisions of this chapter, but that such signs be equal to or better than that which the specific code standards would otherwise yield. A planned sign program shall be evaluated on the merit of the program being presented (i.e., comprehensiveness, consistency, aesthetics, orientation and need of the advertisement). Conditions may be imposed to the extent that findings required for a sign program cannot be made without imposition of those conditions.

- A. Review Standards. A planned sign program may be approved or conditionally approved by the planning commission only if the following findings are made:
 - 1. The proposed signs are consistent with the intent of this chapter, the general plan and any applicable specific plans;
 - 2. The proposed signs are aesthetically and architecturally consistent with each other;
 - 3. The proposed signs are aesthetically and architecturally compatible with the buildings and developments they identify, taking into account building materials, colors and design;
 - 4. The proposed signs are aesthetically compatible with the surrounding commercial development and existing sign treatment in the vicinity; and
 - 5. Approval does not constitute a grant of special privilege or allow substantially greater overall visibility than the standard provisions of this chapter would otherwise provide.
- B. Planned Sign Program—Application Form, Filing Fee. Application for a planned sign program shall be made by the property owner, the owner of an existing or proposed business on the site, or an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution of the city council.
 - 1. The following shall be submitted as a part of the application:
 - a. A completed application on a form provided for this purpose by the planning department;
 - b. A planned sign program narrative which provides a written description of the goals, objectives and sign criteria; and
 - c. Seventeen copies of the following:
 - i. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,
 - ii. Facade elevations of all buildings showing all existing or proposed signs,
 - iii. Architectural details of all signs and sign structures, and
 - iv. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.

(Ord. 2160 § 5 (part), 1997)

17.62.150 Deviation from requirements.

When it is found that the strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardship inconsistent with the purpose and intent of this chapter, a minor deviation or deviation may be granted subject to specific requirements and findings as set forth in this chapter.

- A. Minor Deviations. When an application for a sign permit has been submitted to the planning department, the director of planning shall have authority to grant or conditionally grant a minor deviation to allow no more than one of the following: a ten percent increase in the height or area of an allowable sign, or a ten percent decrease in the area of a required landscape planter, subject to the findings contained in subsection D of this section.
- B. Planning Commission Deviations. The planning commission shall have the authority to grant deviations that are greater than the limitations on minor deviations per subsection A of this section; and to the provisions relating to: (1) the placement of the sign on the land or building; (2) the separation from other signs; (3) the abatement of nonconforming signs. Deviations approved by the planning commission shall be processed in the same manner as a zone variance except that public notice of the hearing is not required.
- C. Planning Commission Deviations—Application Form, Filing Fee. Application for a planning commission deviation shall be made by the property owner, or the business owner of an existing or proposed business on the site, or by an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution by the city council.

The following shall be submitted as part of the application:

- 1. A completed application on a form provided for this purpose by the planning department; and
- 2. Seventeen copies of the following:
 - a. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,
 - b. Facade elevations of all buildings with existing or proposed wall signs,
 - c. Architectural details of all signs and sign structures, and
 - d. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.
- D. Deviation Findings. Deviations may be approved or conditionally approved only if the granting authority finds that:
 - 1. The strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardships inconsistent with the purpose and intent of this chapter;
 - 2. The sign is in proportion to the structure or use to which it relates;
 - 3. The sign's external features are in balance and unity, and present a harmonious appearance;
 - 4. The sign is compatible with the style or character of improvements on adjacent property; and
 - 5. The sign is consistent with the objectives of the general plan or any applicable specific plan.

(Ord. 2160 § 5 (part), 1997)

17.62.160 Nonconforming signs.

It is the intent of this section to recognize that the eventual elimination, as expeditiously as possible, of existing signs that are not in conformity with the provisions of this chapter is as important, as is the prohibition of new signs that would violate these regulations. It is also the intent of this section that any elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established property rights.

- A. Definition. A nonconforming sign is a sign which had been lawfully established prior to the time of the adoption of these standards which:
 - 1. Does not now conform to these standards; or
 - 2. Is neither specifically permitted or prohibited under these standards.
- B. General Requirements. A nonconforming sign shall be properly maintained min accordance with Section 17.62.040 of this chapter but may not be:
 - 1. Changed to another nonconforming sign;
 - 2. Improved or structurally altered so as to extend its useful life, outside of a change in copy; or
 - 3. Expanded, moved or relocated, except as provided in Section 17.62.105, Off-Premises Digital Display signs.
- C. Removal or Replacement. Nonconforming signs and other signs must be removed or replaced by conforming signs when any of the following applies:
 - 1. A sign which was erected without first complying with all ordinances and regulations in effect at the time of its construction and erection or use;
 - 2. A sign which was lawfully erected but the use of which has ceased, or the structure upon which the display was erected has been abandoned by its owner for a period of not less than ninety days;
 - 3. The business represented by the sign replaces or expands the existing signs on the site;
 - 4. A sign which has been more than fifty percent destroyed and the destruction is other than facial copy replacement, and the display cannot be repaired within thirty days of the date of its destruction;
 - 5. A sign for which there has been an agreement between the sign owner and the city for its removal as of any given date;
 - 6. A sign which may become a danger to the public or is unsafe;
 - 7. A sign which constitutes a traffic hazard not created by relocation of streets or highway or by acts of any city or county; or
 - 8. In addition to the preceding, any nonconforming sign located within a redevelopment project area must also be removed according to the amortization period as specified in the following table and as measured from 10/12/87 or the subsequent date of adoption of any amendment of this chapter which created the nonconformity:

Amortization Table

Permit Value of Sign	Period for Removal
\$0 to \$1,000	12 months
1,001 to 2,000	18 months
2,001 to 3,000	24 months
3,001 to 4,000	30 months

4,001 to 5,000	36 months
5,001 to 6,000	42 months
6,001 to 7,000	48 months
7,001 to 8,000	54 months
8,001 to 9,000	60 months
9,000 to 10,000	68 months
10,001 and over	72 months (6 years)

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 4, 2-24-2016)

17.62.170 Definitions.

For the purpose hereof, the following definitions shall apply:

"Awning sign" means a sign which is painted, sewn, stained, etc., permanently onto the exterior surface of an awning. For the purpose of this chapter, an awning is a permanent or temporary structure attached to and entirely supported by a wall of a building and installed over and partially in front of doors, windows or other openings in a building and over all or any portion of a building wall. Said awning consists of a frame with a canvas or other similar material covering the entire frame.

"Cabinet cover sign" means a temporary sign cover constructed of cloth, vinyl, plastic, canvas, or other similar light-weight materials. This temporary sign is designed to cover a sign cabinet of a freestanding or wall mounted sign.

"Cabinet sign" means a sign which contains all the text and/or logo symbols within a plastic single faced area, which may or may not be internally illuminated, and is held within a structural casing usually fabricated of sheet metal. This metal sign structure shall be referred to as a sign cabinet. Cabinet signs that are mounted on a building shall be referred to as a wall sign.

"Changeable copy sign" means a sign that is designed so that the individual characters, letter, or illustrations can be changed or rearranged on a regular basis without altering the face of the surface of the sign.

"Channel letter sign (individual letter sign)" means individual three dimensional letters, characters, logos or figures mounted individually on a wall surface or on a race-way. Channel letter signs shall be referred to as wall signs.

"Clearance of a sign" means the vertical space or distance between the lowest most horizontal ornamental or structural element of the sign to the ground immediately below such point.

"Commercial advertising statuary" means a statue or other three dimensional structure in the form of an object that identifies, advertises or otherwise directs attention to a product or business.

"Digital display" means "message center" as defined in Business and Professions Code section 5216.4, which is any advertising display where the message is changed more than once every two minutes, but not more than once every four seconds.

"Elevation" means the exterior walls of a building exposed to public view.

"Facade" means the exterior walls of a building which are exposed to public view.

"Front facade" means the main building elevation containing the primary entrance of the building which typically faces a public street. In cases where a business is located in a multiple tenant commercial or industrial center, the front facade shall be the main entrance to the business.

"Flag," "pennant" or "banner" means a device generally made of flexible materials, usually cloth, paper or plastic. They may or may not contain any sign copy and are primarily intended to draw attention.

"Flashing illuminated sign" means any directly or indirectly illuminated sign which exhibits changing natural or artificial light or color effects by any means whatsoever.

"For sale sign" or "for rent sign" means a sign indicating the availability for sale, rent or lease of the specific lot, building or portion of a building upon which the sign is displayed.

"Freestanding sign" means a sign that is independent of or not affixed to any building or structure, permanent in nature, entirely supported by one or more poles with a solid base or other structural elements and either placed on or anchored in the ground. Pursuant to this chapter, pole signs, monument signs, and pylon signs are all considered to be freestanding signs.

"Freeway sign" means a sign whose purpose is to identify a specific service-oriented business (those offering eating facilities, lodging accommodations or automobile services) which is located adjacent to the freeway right-of-way, or separated from the right-of-way by a frontage road.

"Height of a sign" means the vertical distance measured from the highest point of the sign including any architectural, ornamental or structural element of the sign to the ground immediately below such point.

"Inflatable sign" means a balloon or other object inflated with lighter-than-air gaseous elements for buoyancy, which is attached or anchored to any building, structure or the ground, and shall include all parts, portions, units and material composed of the same, including the support or anchor.

"Leading edge" means the closest vertical edge of a sign to the property line or other point of reference as specified in this chapter.

"Linear" refers to length only.

"Mansard sign" means any cabinet sign that is mounted permanently to a mansard roof or other similar roof structure such as an angled roof structure directly above a marquee.

"Marquee" means any permanent construction/structure which projects from the wall of a building and which usually extends out over the front entrance of a building.

"Marquee sign" means any sign mounted to the top of a marquee but which is below the roof line or top of a building parapet.

"Monument sign" means a freestanding, low profile structure with a solid base which may be internally or externally illuminated and is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's horizontal dimension is greater than its vertical dimension.

"Mural" means a large painting or picture, which may be pictorial or abstract, applied to or made a part of a wall, or a large painting done on a panel which is then affixed to a wall.

"Off-premises sign" means any sign which directs attention to a business, commodity, service or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located. The phrase "off-premises sign" includes signs referred to as subdivision or tract advertising and/or directional signs and billboards.

"Painted wall sign" means any sign which is painted directly to the exterior wall of a building or masonry block wall.

"Planned sign program" means an adopted master sign plan providing coordinated signs for a site using one or more common design elements such as colors, materials, lettering, sign type or style, or illumination.

"Pole cover" means a decorative architectural feature which covers the supporting pole(s) or other structural supports of a sign.

"Pole sign" means a freestanding structure which is supported by a structural member(s) with air space between the ground level and the bottom of the sign.

"Portable sign" means any sign capable of being carried or moved from one spot to another and which is not permanently affixed or attached to the ground or to any structure.

"Projecting sign" means a sign attached to an exterior wall and/or to the roof of a building, which sign is oriented at an angle up to ninety degrees to or from the building.

"Pylon sign" means a freestanding structure which is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's vertical dimension is greater than its horizontal dimension.

"Relocation" means removal of an existing off-premises display or advertising structure and the construction of a new digital display to substitute or replace the display or advertising structure removed.

"Roof sign" means a sign supported by or attached to the roof of a building or projecting higher than the roof line, parapet wall or cornice of a building.

"Setback" means the distance between the property line abutting the street right-of-way line and the front line of a building, structure, freestanding sign or any projection thereof.

"Sign" means any device for visual communication, including any announcement, declaration, demonstration, display, illustration or insignia, which is used to advertise or promote the interests of any person, business group or enterprise, including, but not limited to, outdoor advertising structures.

"Sign area" means the entire surface area of the sign copy, which includes the total area of the copy and background whether or not there is sign copy on all surfaces. Architectural design embellishments and structural elements such as sign pedestal or pole are not part of the sign area. The sign face includes the smallest square, circle, rectangle, triangle or combination of irregular shapes that will encompass the extreme limits of the copy together with the frame or structural trim of the display such as a sign cabinet.

"Sign copy" means any words, characters, logos, letters, numbers, figures, designs or other symbolic representations incorporated into a sign. The sign copy may consist of individual channel letters or a plastic, lexan or ~~plexiglas~~plexiglass face of a cabinet sign.

"Site" means one or more contiguous lots or parcels which are jointly used or developed in any manner.

"Street frontage" means the length of a lot or parcel of land contiguous with or adjacent to a public right-of-way, street or highway.

"Temporary sign" means a sign or display constructed of cloth, plastic, canvas, or similar lightweight materials, with or without frames, or an inflatable sign, other than a standard twelve-inch latex balloon, which are intended to be displayed for a temporary period, and which is used for advertising, promotion or directing of the public interest to: the sale or lease, or change of ownership or management of a business or property, announcement of special sale events or promotional activities, election posters and campaign literature, charitable causes.

"Under marquee sign" means any sign mounted beneath and affixed to the marquee of a building.

"Wall sign" means any sign posted on, suspended from, or otherwise affixed in an essentially flat position to the wall of a building. Such signage shall not include signs painted directly onto the building.

"Wind driven sign" means any sign consisting of one or a series of two or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

"Window sign" means any sign affixed to a window or within twelve inches of a window that is intended to be seen from the exterior of a building through a window.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 5, 2-24-2016)

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 8/16/2023 11:57:19 AM	
Style name: L&W with Moves	
Intelligent Table Comparison: Active	
Original DMS: iw://usdocs.lw.com/US-DOCS/140268246/1	
Modified DMS: iw://usdocs.lw.com/US-DOCS/140268246/5	
Changes:	
<u>Add</u>	41
Delete	34
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	75

ORDINANCE NO. 2467

**AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA
APPROVING AMENDED AND RESTATED DEVELOPMENT
AGREEMENT NO. 01-23 (1633 WASHINGTON BLVD.) BETWEEN THE
CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR
A DIGITAL SIGN**

WHEREAS, the City of Montebello (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing greater degree of certainty in that process, reduce the economic costs of development, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, California Government Code Sections 65864, et seq., (“Development Agreement Law”) provides that the Planning Commission and the City of Montebello City Council (“City Council”) must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, Development Agreement Law authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Blvd in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12’ x 25’ outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12’ x 25’ outdoor advertising sign located on the real property; and

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement (“DA No. 01-23”) (“Agreement”) with the city to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq.*; and

WHEREAS, the City desires the timely, efficient, orderly, proper development of the Project in furtherance of the goals of the General Plan and the City Council has found that this Development Agreement is consistent with the City’s General Plan; and

WHEREAS, the City Council has determined that this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development; and

WHEREAS, the City and the Applicant have reached mutual agreement and desire to voluntarily enter into the Amended and Restated Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, on July 18, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 1, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 15, 2023, the City Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution Nos. 06-23, 07-23 and 08-23 recommending that the City Council approve Text Amendment Case No. PC-2023-0006-TCA as well as the related Amended and Restated Development Agreements between the City and Clear Channel Outdoor, LLC ("Developer"); and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

Section 2. Pursuant to California Government Code Section 65865, the City Council hereby approves in substantially the same form as the development agreement hereto as Exhibit "B."

Section 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 4. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 5. Pursuant to City Council further finds and determines that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 6. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 7. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. Pursuant to Government Code Section 65868.5, within ten (10) days following entering into the Development, as evidence by the full execution thereof, the City Clerk shall cause to be recorded a copy of the Development Agreement with the Registrar-Recorder of the County of Los Angeles.

Section 8. This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2023.

David N. Torres, 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 Ordinance No. 2467 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 27th day of September, 2023 and that said Ordinance 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 Ordinance is a true, full and correct copy of an Ordinance 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

ORDINANCE NO. 2468

**AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA
APPROVING AMENDED AND RESTATED DEVELOPMENT
AGREEMENT NO. 02-23 (1720 BLUFF RD.) BETWEEN THE CITY OF
MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A
DIGITAL SIGN**

WHEREAS, the City of Montebello (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing greater degree of certainty in that process, reduce the economic costs of development, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, California Government Code Sections 65864, et seq., (“Development Agreement Law”) provides that the Planning Commission and City of Montebello City Council (“City Council”) must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan; and

WHEREAS, Development Agreement Law authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12’ x 25’ outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12’ x 25’ outdoor advertising sign located on the real property; and

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement (“DA No. 02-23”) (“Agreement”) with the city to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq.*; and

WHEREAS, the City desires the timely, efficient, orderly, proper development of the Project in furtherance of the goals of the General Plan and the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development; and

WHEREAS, the City and the Applicant have reached mutual agreement and desire to voluntarily enter into the Amended and Restated Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, on July 18, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 1, 2023, the City Planning Commission held a duly noticed public hearing to consider the Amended and Restated Development Agreements and Text Amendment, to solicit comments on the documents from staff, the public, the Applicant and the City, but the item was continued; and

WHEREAS, on August 15, 2023, the City Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution Nos. 06-23, 07-23 and 08-23 recommending that the City Council approve Text Amendment Case No. PC-2023-0006-TCA as well as the related Amended and Restated Development Agreements between the City and Clear Channel Outdoor, LLC ("Developer"); and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the City Council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign

owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

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

Section 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

Section 2. Pursuant to California Government Code Section 65865, the City Council hereby approves in substantially the same form as the development agreement hereto as Exhibit "C."

Section 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 4. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 5. The City Council further finds and determines that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 6. The City Council hereby finds and determines that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from

these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 7. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. Pursuant to Government Code Section 65868.5, within ten (10) days following entering into the Development, as evidence by the full execution thereof, the City Clerk shall cause to be recorded a copy of the Development Agreement with the Registrar-Recorder of the County of Los Angeles.

Section 8. This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED THIS 27th DAY OF SEPTEMBER, 2023.

David N. Torres, 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 Ordinance No. 2468 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 27th day of September, 2023 and that said Ordinance 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 Ordinance is a true, full and correct copy of an Ordinance 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

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 03-22 (Agreement No. 4033) by and between City and the Developer.

RECITALS

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Boulevard in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq.* (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus") with refurbishment costs not to exceed Twenty thousand Dollars (\$20,000) per digital display face under this Agreement.

4. Removal of the Removed Sign, as such term is defined herein.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On [DATE], the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. [XX].

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [XX], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [XX] of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 “ Site Lease” means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

1.1.2 “Agreement” means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 “City” means the City of Montebello, a California municipal corporation.

1.1.4 “City Council” means the City Council of the City.

1.1.5 “Developer” means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborage Way, Torrance, CA 90501.

1.1.6 “Development Approvals” means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act (“CEQA”) and from the California Department of Transportation (“Caltrans”), if any.

1.1.7 “Effective Date” is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. ____, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. ____, and after expiration of all applicable appeals periods.

1.1.8 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and the installation of digital display faces on the New Digital Billboard".

1.1.13 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.14 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.16 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.17 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect

to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part

thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars (\$10,000.00) per digital display face to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or

liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable

NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted

prior to the issuance of a building permit for development of the digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency

materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.8.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.11 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the

term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the

reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that

the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars (\$2,000,000) for bodily injury or death to any

one person, at least Four Million Dollars (\$4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main

purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

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

To Developer: Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To: Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's

obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

Bryan Parker, Executive Vice President

[end of signatures]

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 Los Angeles)

On _____, before me, _____, a Notary Public, 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 _____

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 Los Angeles)

On _____, before me, _____, a Notary Public, 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 _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

PARCEL MAP AS PER BK 14 P 21 OF PM
LOT 2

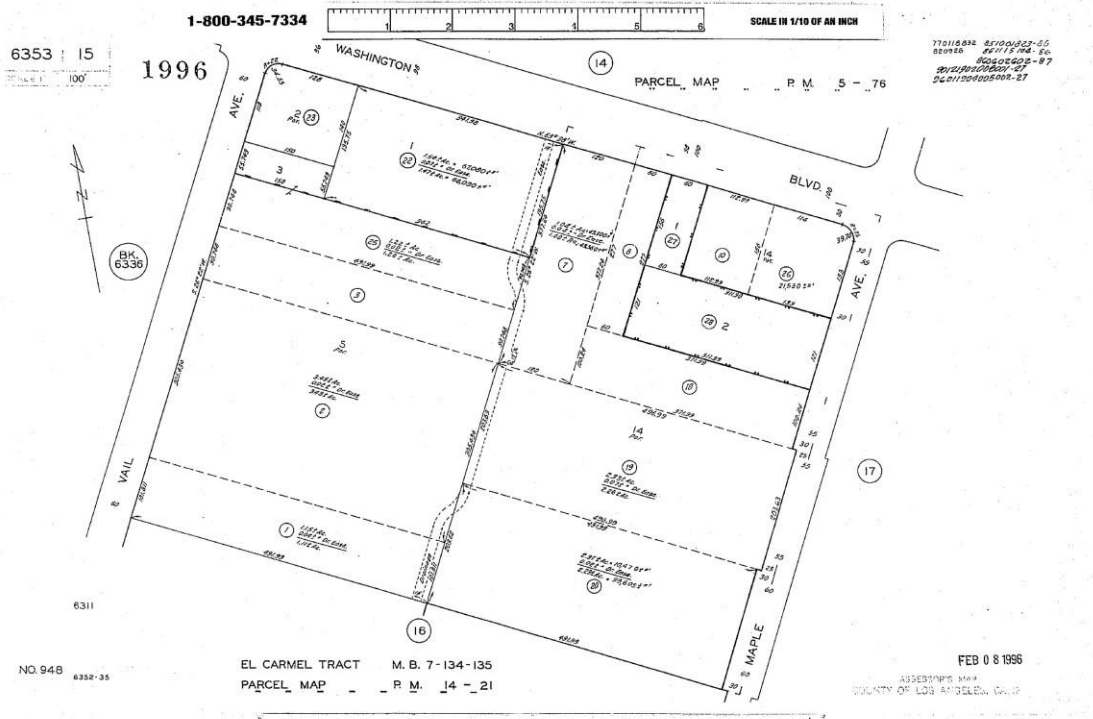


EXHIBIT "B"

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces

Existing West Face



Existing East Face



Digital Panel Sample



EXHIBIT "C"
Billboard Structure and Faces To Be Removed

249 E Beverly Terrace, Montebello, CA 90640 (Panels #3936 & #3937)

East Face



West Face



EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. **Project.** Developer shall relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

2. **Building Fees.** Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. **Maintenance and Access.** Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of Site.

4. **Other Rights of City.** In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(g) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard digital display faces prior to the final issuance of the building permits.

(h) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX] (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 02-22 (Agreement No. 4032) by and between City and the Developer.

RECITALS

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in,

California Business & Professions Code Sections 5200 *et seq.* (the “California Outdoor Advertising Act”), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus of Twenty thousand Dollars (\$20,000) per digital display face under this agreement to be used to refurbish the City’s existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the “Signing Bonus”).

4. Removal of the Removed Sign, as such term is defined herein.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On [DATE], the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. [X].

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City’s police power; the terms of the Agreement will not be detrimental to the public’s health, safety, or general welfare; and this Agreement is consistent with the City’s General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City’s planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [X], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [X] of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project

in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "Site Lease" means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborage Way, Torrance, CA 90501.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. [X], but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. [X], and after expiration of all applicable appeals periods.

1.1.8 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include

NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and , and the installation of digital display faces on the New Digital Billboard ".

1.1.13 "Removed Sign" means the sign to be completely removed as more fully described on Exhibit "C" hereto.

1.1.14 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.15 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.16 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.17 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.18 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any

amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars (\$10,000.00) per digital display face to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Notification of Operational Date. Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent

approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land

Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 Purpose. The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports,

recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects

of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.8.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Additional Fees; Termination. Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.11 Term. The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a license or

other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section

6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) **Liability Insurance.** Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, at least Four Million Dollars (\$4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) **Worker's Compensation.** Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) **Insurance Policy Form, Sufficiency, Content and Insurer.** All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 **Failure to Maintain Insurance and Proof of Compliance.** Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 **General.** Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them

harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will

not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

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

To Developer: Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To: Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

Bryan Parker, Executive Vice President

[end of signatures]

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 Los Angeles)

On _____, before me, _____, a Notary Public, 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 _____

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 Los Angeles)

On _____, before me, _____, a Notary Public, 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 _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

EAST LAGUNA LOT EX OF HIKING AND RIDING TRAIL COM AT MOST N COR OF LOT 23 TH S
6746'15" E TO SE BDRY LINE OF MONTEBELLO CITY TH SW THEREON TO NE LINE OF
SLAUSONAVE TH NW ON SD NE LINE BEG PART OF LOT 23

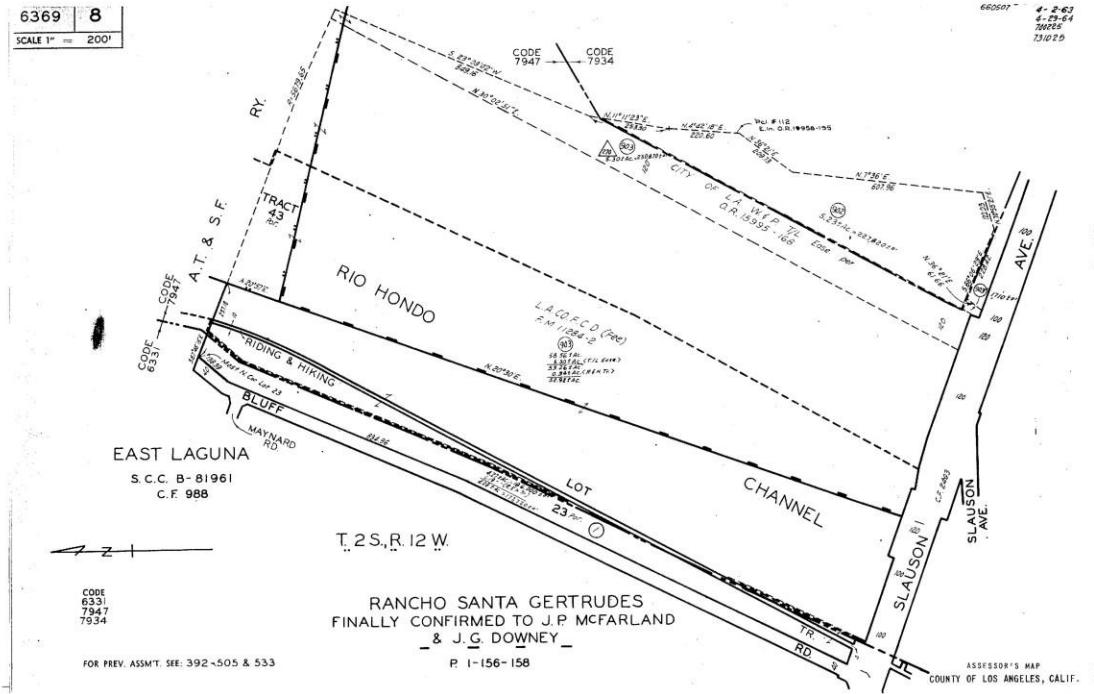


EXHIBIT "B"

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces

Existing West Face



Existing East Face



Digital Panel Sample



EXHIBIT "C"
Billboard Structure and Faces To Be Removed

8105 Slauson Ave., Montebello, CA 90640 (Panels #5272 & #5273)

East Face



West Face



EXHIBIT "C"

Billboard Structure and Faces To Be Removed

8105 Slauson Ave, Montebello, CA 90640 (Panels #5272 & #5273)

EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. **Project.** Developer shall relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

2. **Building Fees.** Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. **Maintenance and Access.** Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of Site.

4. **Other Rights of City.** In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(g) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard digital display faces prior to the final issuance of the building permits.

(h) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.



**CITY OF MONTEBELLO
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California on Wednesday, September 27, 2023, at approximately 7:00 p.m., or as soon as possible thereafter as the matter can be heard, to consider the following:

A Text Amendment to amend Chapter 17.62 - Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs. In addition, the Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, Inc. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement of existing lawfully permitted 12' x 25' dual-faced static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location. Each digital display panel shall be 12' high and 25' wide for a total display area of approximately 300 square feet. The maximum height of the digital sign shall not exceed 75-feet in accordance with MMC Section 17.62.105.E.7. The term of the Development Agreement shall remain in effect for 20 years from the date the new digital display becomes operational or until the permanent removal of the digital displays, whichever comes first. The term may be extended through mutual agreed upon written extension.

APPLICANT: Clear Channel Outdoor, Inc

Location: 1633 Washington Boulevard and 1720 Bluff Road, Montebello, CA 90640

Case Nos.: PC-2023-0006-TCA/ENV Nos. 5-23-CE & 6-23-CE/DA Nos. 01-23 & 02-23

Environmental: Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 153030 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

For those interested in participating in-person during the public comments period or public testimony period for public hearings, you may address the City Council in-person the day of the meeting. Speakers will be required to fill out a speaker card provided during this meeting and turn it into the City Clerk or a staff designee prior to each public comment announcement period. Each speaker card will be called in the order received.

The public may also submit emailed comments via the City's email address: ccpubliccomment@montebellocal.gov where the public can submit public comments up until the day of the meeting, Wednesday, September 27, 2023 between 7:30 a.m. – 6:00 p.m.. These comments will not be read out loud but will be entered into the record and submitted to all members of the City Council.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

Kimberly Guillen, Acting Sr. Deputy City Clerk

Dated: September 7, 2023

Date published: September 14, 2023



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NO. 4150
WITH DR. ANGELICA LOZA-GOMEZ, MD, FOR EMERGENCY
MEDICAL SERVICES PROGRAM MEDICAL DIRECTOR SERVICES**

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4150 with Dr. Angelica Loza-Gomez, MD for Emergency Medical Services (EMS) Program Medical Director Services; and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Through a competitive Request for Proposals (RFP) process (RFP No. 23-13, Attachment A), Dr. Angelica Loza-Gomez, MD was selected as the Fire Department's Medical Director for the Emergency Medical Services (EMS) Program. The "Background" section provides detail on the RFP process and scoring.

The attached professional services agreement (Attachment B) has an initial term of three (3) years and includes an option to extend for two (2), one (1) year terms. If approved, the total amount of this agreement shall not exceed \$114,239 over the initial three (3) year term. This total, not-to-exceed amount includes a ten percent (10%) contingency for additional services related to the Emergency Medical Services (EMS) Program. The adopted Fiscal Year 2023-24 budget includes \$50,000 in Account No. 100-85-860-6040.10 (General Fund, Fire, Suppression, Contract Services- Outside Contracts) for Medical Director services. Therefore, no budget adjustment is needed as part of the agreement approval. If approved, funds will be budgeted as part of the annual budget process in the future budget process.

The following table provides an annual breakdown of the cost related to the Medical Director-Emergency Medical Services Program, including the two (2) additional optional years:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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Consultant	Year 1	Year 2	Year 3	Year 4 Optional	Year 5 Optional	Total
Fiscal Year	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Medical Director Dr. Angelica Loza-Gomez	\$33,600.00	\$34,608.00	\$35,646.24	\$36,715.00	\$37,816.45	\$178,385.69
Contingency (10%)	\$3,360.00	\$3,460.80	\$3,564.62	\$3,671.50	\$3,781.65	\$17,838.57
	\$36,960.00	\$38,068.80	\$39,210.86	\$40,386.50	\$41,598.10	\$196,224.26

BACKGROUND/DISCUSSION:

The Fire Department is an all-risk, all-hazard municipal Department that responds to fire, rescue, emergency medical, and hazardous materials calls for service. During Calendar Year 2022, the Department responded to approximately 8,400 calls for service, of which 74% were Emergency Medical Services (EMS) related calls.

For the Department to provide these services, it must be compliant with regulations set forth by the Los Angeles County Department of Health Services (DHS). Reference Number 411, the Provider Agency Medical Director requires services that enhance the quality of prehospital care by providing medical expertise in EMS and serves as a liaison between the EMS Agency Medical Director, hospitals, and other Provider Agency Medical Directors to ensure the delivery of safe and effective medical care. To provide this service, the Department contracts the services of a licensed medical professional. Having a Medical Director allows the Department to meet the requirements of California Health and Safety Code, Division 2.5, Title 22, and other relevant governing codes required for EMS program compliance. The most recent agreement for this service has expired, and an RFP was required to identify a consultant to perform the required duties.

On May 26, 2023, the Fire Department issued RFP 23-13 for the Medical Director-Emergency Medical Services Program. The RFP was open for 33 days; posted on Planetbids.com and closed on Thursday, June 29, 2023. Only one consultant submitted a proposal, no other proposals were received.

Consultant Name	Location
Dr. Angelica Loza-Gomez	Glendora

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.

ANALYSIS:

After receiving the response, the Fire Department established an evaluation committee to review. The committee consisted of the Fire Chief, Deputy Director, Emergency Services Coordinator-Engineer,

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and Battalion Chief-Interim EMS Chief. The RFP outlined a detailed scope of work/services and experience in providing direct program oversight and medical consultations. The scoring took into consideration the bidder's experience, possession of a medical degree from an accredited institution, appropriate licenses/certificates, pricing, and knowledge of current EMS policies and procedures for Los Angeles County and the Montebello Fire Department.

A total of one (1) proposal was received, and was scored by the review committee using six (6) different criteria:

Project Approach	25 points
Professional Experience	25 points
Capacity of Complete Project	15 points
Budget (cost)	15 points
References	10 points
Local Knowledge/Background	10 points
Total Points	100 points

After reviewing the proposal and contacting references, Dr. Angelica Loza-Gomez was selected. She demonstrated the most experience with local municipal Fire Departments in the County of Los Angeles and experience with emergency services. The proposal clearly stated her experience in the field of public safety emergency services, continued good standing with the Montebello Fire Department, favorable feedback from references and offered the most competitive pricing.

The Fire Department currently utilizes Dr. Loza-Gomez' services as Medical Director, and would like to continue consulting services with her. In doing so, continuity is ensured with Emergency Medical Services operations and the fire paramedic personnel.

SUMMARY:

It is recommended that the City Council approve Professional Services Agreement No. 4150 with Dr. Angelica Loza-Gomez, MD, for Emergency Medical Services (EMS) Program Medical Director Services, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Agr No. 4150 - Dr. Angelica Loza-Gomez (DRAFT)
2. Attachment B - RFP No. 23 - 13 - Medical Director EMS (Final)

NEXT STEPS:

N/A

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4150 WITH DR. ANGELICA LOZA- GOMEZ, M. D.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 1, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and DR. ANGELICA LOZA- GOMEZ, M. D. (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 Medical Director- Emergency Medical Services Program Consulting in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No.23-13
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for 23-13 Medical Director- Emergency Medical Services in the City of Montebello June 23, 2023 ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall

PROFESSIONAL SERVICES AGREEMENT NO. 4150

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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 Medical Direction and Supervision of Patient Care_ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement,

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other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his

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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 seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

b. The parties further acknowledge and agree that nothing in this Agreement

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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 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold

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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 15. INSURANCE COVERAGE.

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

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

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for

PROFESSIONAL SERVICES AGREEMENT NO. 4150

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non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4150

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

SECTION 22. NOTICE.

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

If to CITY:

City of Montebello
Attn: Arlene Salazar, Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebelloca.gov

With a copy to:

City of Montebello – Fire Department
Attn: Fernando Peláez, Fire Chief
1600 West Beverly Boulevard Montebello, CA 90640
(323) 558 -1625
Email: fpelaez@montebelloca.gov

If to Consultant:

Dr. Angelica Loza- Gomez
[REDACTED]
Glendora, CA 91741
Tel. No. 323- 719- 0973
Email: angieloza3@gmail. com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4150

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

DR. ANGELICA LOZA-GOMEZ, MD

Arlene Salazar, Acting City Manager

Angelica Loza-Gomez, Medical Doctor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

Qty	Description	Price	Total
	Fire Department Medical Director		
1	Review of patient care and policies to ensure State and Local EMS agency compliance. Includes communication and meetings with Fire Chief, EMS Chief, Captain and Nurse Educator	\$1,000.00	\$1,000.00
1	Representation of Fire Department at EMS committees, Verdugo Communications Center, and hospital events	\$600.00	\$600.00
1	Quality Improvement overview, sentinel event review and action item recommendations on medical care provided	\$600.00	\$600.00
1	Provision of medical licensure, procurement and oversight for controlled pharmaceuticals and medical equipment	\$600.00	\$600.00
		Monthly Total	\$2,800.00
		Yearly Total	\$33,600.00
EXTRA FEE	Occupational personnel health recommendations	\$200.00/hour	
	National EMS Conference Attendance and Representation	\$900.00	



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 – 13

Medical Director –
Emergency Medical Services Program

Release Date: Friday, June 23, 2023
Due Date: Thursday, July 27, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

June 23, 2023

THE PROJECT

Medical Director – Emergency Medical Services Program

OWNER/PROPOSAL CONTACT

City of Montebello – Fire Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Angelica Palmeros, Deputy Director
Contact Phone: (323) 887-1200
Contact E-Mail: apalmeros@montebellocity.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, July 12, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified physicians to provide Medical Director Services for the Fire Department's Emergency Medical Services (EMS) program. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23 – 13. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

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

Prospective bidders must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, July 12, 2023, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, July 27, 2023, at 11:00 a.m. PST.**

Responses to this request for proposals will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City is seeking proposals for qualified consultants to provide services as a Medical Director for the Montebello Fire Department ("MFD"), as defined by the Los Angeles County Department of Health Services Policy Number 411. In general, the Medical Director will provide advice and coordinate the medical aspects of field care, oversight of all medications utilized by Emergency Medical Technicians (EMTs), and paramedics including controlled medications, and oversee the provider's quality improvement process, as defined by the Los Angeles County Emergency Medical Services (EMS) Agency.

The MFD is an all-risk, all-hazard municipal department that responds to fire, rescue, emergency medical and hazardous materials to its community and neighboring agencies. During Calendar Year 2022, MFD responded to approximately 8,400 calls for service, of which, 74 percent were EMS calls.

Additionally, through its contract with UCLA, a dedicated Nurse Educator currently works with the Department's approximately 60 EMT-Basic and EMT-Paramedic personnel to conduct on-site continuing education in prehospital and emergency medicine to maintain their certifications and licenses and assists in the annual Los Angeles County Department of Health Services' onsite EMS audit.

About the City of Montebello

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

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Friday, June 23, 2023 |
| • Online Q&A Deadline | Wednesday, July 12, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, July 27, 2023, at 11 a.m. PST |
| • City Review of Submissions | Late July/Early August 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Late August 2023 |
| • Award | Late August/Early September 2023 |

4.0 Purpose

The purpose of this RFP is to solicit proposals from qualified Consultant to function as the Medical Director for the MFD EMS program. The selected consultant will be an EMS Board-Certified Physician who will be designated to provide advice and coordinate the medical aspects of field care, provide oversight of all medications utilized by Emergency Medical Personnel, such as Certified Paramedics and EMTs; including controlled substances and medications, and oversee the provider's quality improvement process, as defined by the Los Angeles County Emergency Medical Services (EMS) Agency.

5.0 Scope of Work/Services

The Montebello Fire Department is seeking a Medical Director specializing in Emergency Medical Services (EMS). The general responsibilities of the Medical Director will include, but are not limited to:

- Overseeing the Fire Department's EMS Program
- Provide medical and program oversight
- Medical consultations
- Reviewing and evaluating administrative and patient care treatment procedures
- Coordinating the medical aspects of emergency services and field care
- Narcotic regulation oversight
- Maintaining active medical oversight of the EMS Quality Improvement (QI) and Continuous Quality Improvement (CQI) process
- Recommending, developing, implementing, and evaluating goals, objectives, policies, and procedures defined by the Los Angeles County Department of Public Health Services and other health-related programs such as the Montebello Community Assistance Program.

The Montebello Fire Department must satisfy the requirements of the Health and Safety Code, Division 2.5, Sections 1797.52, 1797.94, 1797.178, 1797.180, 1797.201 California Code of Regulations, Title 22, Sections 100166, 100167, 100169, 100400 and 100402; and any other relevant governing codes required for EMS program compliance.

General Requirements

Qualified consultants must meet the following minimum requirements to be eligible to be for consideration:

- Possess a California State Physician's License and Surgeon's Certificate issued by the Board of Medical Examiners of the State of California (in good standing, no current or pending disciplinary actions)
- Possession of a medical degree from an accredited institution
- At least three (3) years of medical management experience, including

supervisory experience

- At least two (2) years of experience providing EMS
- Knowledgeable of the current policies, procedures, and protocols of the Los Angeles County EMS Agency

The consultant selected through this solicitation will be expected to perform the following duties and tasks associated with the Montebello Fire Department's EMS program:

A. Medical Direction and Supervision of Patient Care

- i) Advises the Montebello Fire Department in planning and evaluating the delivery of pre-hospital medical care by EMTs and paramedics.
- ii) Reviews and approves the medical content of all EMS training performed by the provider agency and ensures compliance with continuing education requirements of the State and local EMS Agency.
- iii) Reviews and approves the medical components of the department dispatch system.
- iv) Assists in the development of procedures to optimize patient care.
- v) Reviews and recommends to the EMS Agency Medical Director any new medical monitoring devices under consideration and ensures compliance with State and local regulations.
- vi) Evaluate compliance with the legal documentation requirements of patient care.
- vii) Participates in direct observation of field responses as needed. The Montebello Fire Department Medical Director may provide medical direction during a direct field observation in place of the base hospital under the following conditions:
 - (a) The Emergency Medical Technicians (EMTs), paramedics, and Montebello Fire Department's Medical Director on-scene must be employed by or contracted with the Montebello Fire Department.
 - (b) If base contact has already been established, the Medical Director may assume the medical direction of patient care. The base hospital shall be informed that the Medical Director is on-scene. They are not required to accompany the patient to the hospital.
 - (c) EMS personnel shall document the involvement of the Medical Director on the EMS Report form when orders are given.
 - (d) The receiving hospital shall be notified of all patients whose field care is directed by the Montebello Fire Department Medical Director.

- viii) Participates as needed with appropriate EMS committees and the local

medical community. Attend at least fifty (50) percent of the Medical Advisory Council meetings, Los Angeles County Public Health Services EMS meetings, or delegate a designee.

- ix) The Fire Department's Medical Director will ensure that the department complies with the Los Angeles County EMS Agency's controlled substance policies and procedures.

B. Audit and Evaluation of Patient Care

- i) Assists the Montebello Fire Department in developing and implementing a continuous quality improvement program to ensure quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
- ii) Evaluates the adherence of the Montebello Fire Department personnel to medical policies, procedures, and protocols of the Los Angeles County EMS Agency.
- iii) Coordinates delivery and evaluation of patient care with base and receiving hospitals.

C. Investigation of Medical Care Issues

- i) Reviews incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel, and complaints related to the delivery of medical care.
- ii) Evaluates medical performance, gathers appropriate facts, and, as needed, forward those facts in writing to the Los Angeles County EMS Agency Medical Director.
- iii) Ensures that appropriate actions are taken in cases with patient care issues with adverse outcomes, e.g., training, counseling, etc.

D. Acknowledge/respond to the Montebello Fire Department's consultation requests within a reasonable timeframe (preferably twenty-four (24) hours)

E. Notify the Montebello Fire Department's designated point of contact of any extended absences and coordinate an approved medical designee to act on the Medical Director's behalf

F. Comply with any additional requests from the Fire Chief or designee to meet the Montebello Fire Department's legal obligations and requirements

- G. Other general duties associated with the Montebello Fire Department's EMS Program as assigned by the Fire Chief or designee

6.0 Proposal submittal

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

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

7.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. Qualifications as they relate to this project (70%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence (15%)
 - a. Positive Reference Checks
 - iii. Proposed fees for Service (15%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10)

working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

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

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

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

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;

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

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

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

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

A. Commercial General Liability

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

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

B. Business Automobile Liability

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

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

C. Professional Liability or Errors and Omissions

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

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

E. Medical Malpractice Insurance

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

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

Additional insured endorsements to the general liability and auto liability*

insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

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

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

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are

codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

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

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any

person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

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

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

14.0 Records

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

15.0 Subcontractors

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

16.0 Modifications/Changes

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

17.0 Disclosure of Information

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

performance of services.

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

18.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **AMEND THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE GRANT FUNDS FROM THE DEPARTMENT OF HOMELAND SECURITY (DHS)/FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) "STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE" (SAFER) PROGRAM**

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve receipt of \$5,650,875 in Federal funding awarded to the City by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 "Staffing for Adequate Fire and Emergency Response" (SAFER) program; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$1,883,625 in Account Nos. 269-85-860-5000.10 (SAFER-Fire, Fire, Suppression, Regular Salaries) and 269-99-4198.22 (SAFER-Fire, SAFER Grant Revenue); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 "Staffing for Adequate Fire and Emergency Response" (SAFER) program awarded the City grant funds totaling \$5,650,875 on September 15, 2023 (Attachment A). The City will receive this funding over a three-period from October 1, 2023 through September 30, 2026. This funding has no local matching funds requirement.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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Funding will be appropriated in Account Nos. 269-85-860-5000.10 (SAFER-Fire, Fire, Suppression, Regular Salaries) and 269-99-4198.22 (SAFER-Fire, SAFER Grant Revenue). Staff is requesting the Fiscal Year 2023-24 budget be amended to increase appropriations by \$1,883,625 in each of those accounts. Subsequent budgets (e.g., FY 2024-25 and FY 2025-26) will be developed to include \$1,883,625 in annual funding/revenue as part of the adoption process.

BACKGROUND/DISCUSSION:

The "Staffing for Adequate Fire and Emergency Response" (SAFER) Grant Program is one of three grant programs that constitute the Department of Homeland Security (DHS)/ Federal Emergency Management Agency's (FEMA's)/ Grant Programs Directorate's (GPD) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments to assist in increasing the number of firefighters to help communities meet the National Fire Protection Association (NFPA) 1710 structural response industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately \$5.2 billion in grant funding to provide critically needed resources to hire additional firefighters (or to change the status of part-time to full-time firefighters), to rehire laid off firefighters, or to retain firefighters.

The 2022–2026 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious path forward to unify and further professionalize emergency management across the country. Staff received authorization at the March 8, 2023, City Council meeting (Attachment B) to submit a grant proposal seeking funding for activities and practices to support the hiring of additional firefighters or to retain firefighters, including developing a diverse, inclusive and equitable Recruitment and Retention (R&R) Plan that will support the Fire Department's overall strategic goals in the delivery of fire services to the community.

The funding received by the City from the SAFER grant award will sustain a total of 15.0 full-time Firefighter Positions over the next three (3) years. The Montebello Fire Department's training program is being restructured to align with the California State Fire Training (SFT) Office of the State Fire Marshall (OSFM) division that establishes, develops, and delivers standardized training and education for the fire service in the State. The City is also working closely with East Los Angeles College (ELAC), UCLA Center for Prehospital Care, Glendale Verdugo Fire Academy and Rio Hondo Fire Academy to provide continuous education, training, and support to all Firefighters/EMT and Firefighter/Paramedics in the Montebello Fire Department.

The Montebello Fire Department was among 300 Fire Departments nationally awarded these grant funds, and the grant will be funded over a three (3) year period, from October 1 to 2023-September 30, 2026. Funding disbursement will be as follows:

October 1, 2023, through September 30, 2024	October 1, 2024, through September 30, 2025	October 1, 2025, through September 30, 2026
\$1,883,625	\$1,883,625	\$1,883,625

These funds will support the Department in improving staffing and deployment capabilities in order to more effectively and safely respond to emergencies. With enhanced staffing levels, the Department should experience an increase in the number of trained personnel assembled at the incident scene, including planning for the next three (3) to five (5) years to meet increasing demand. Moreover, this funding assists with implementation of the recently approved EMS Staffing/Response model, and will directly fund the fire response personnel needed to fully implement this model.

The State of California, Los Angeles County, and many other local cities are facing an unprecedented staffing shortage of firefighters and paramedics. The City of Montebello is experiencing an increase in emergency service calls, in addition to more complex fire incidents due to natural causes, impacted emergency rooms, and other factors impacting the recruitment and retention of firefighter personnel. The additional funding resources provide much-needed operational infrastructure to support the Fire Department's overall strategic goals in the delivery of fire suppression and operation protection services to the community.

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.

ANALYSIS:

N/A

SUMMARY:

That the City Council approve receipt of \$5,650,875 in Federal grant funding awarded to the City by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 "Staffing for Adequate Fire and Emergency Response" (SAFER) program and amend the Fiscal Year 2023-24 budget by increasing appropriations by \$1,883,625 in Account Nos. 269-85-860-5000.10 (SAFER-Fire, Fire, Suppression, Regular Salaries) and 269-99-4198.22 (SAFER-Fire, SAFER Grant Revenue). The SAFER grant is a three-year award, and subsequent fiscal year budgets will be developed to include the annual funding.

ATTACHMENT(S)

1. Attachment A - EMW-2022-FF-01617 - Award Package
2. Attachment B - Staff Report - FEMA SAFER Grant 2023

NEXT STEPS:

N/A

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/15/2023

Angelica Palmeros
CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD. FINANCE DEPARTMENT
MONTEBELLO, CA 90640

EMW-2022-FF-01617



Dear Angelica Palmeros,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$5,650,875.00 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

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
- 2022 SAFER 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,

A handwritten signature in blue ink that reads "P.S. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF MONTEBELLO

UEI-EFT: J8RSDMN5KCQ7

DUNS number: 066677386

Award number: EMW-2022-FF-01617

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. 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 SAFER 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 Fiscal Year (FY) 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$1,315,920.00	\$1,315,920.00	\$1,315,920.00	\$3,947,760.00
Fringe benefits	\$567,705.00	\$567,705.00	\$567,705.00	\$1,703,115.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,883,625.00	\$1,883,625.00	\$1,883,625.00	\$5,650,875.00
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,883,625.00	\$1,883,625.00	\$1,883,625.00	\$5,650,875.00
Program Income			\$0.00	

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 SAFER NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

Benefit Item AND % of Pay for Benefit FICA/MEDICARE 9.1% Unemployment Insurance 3.4%
Uniform Allowance 0.9% Long- and Short-Term Disability Insurance 2.1% Life Insurance 0.3%
Health Insurance 14.9% Vision and Dental Insurance 2.1% Retiree Benefits (Retiree Health
Benefit) 1.4% Retirement-PERS employer costs 9.0%

NUMBER OF FIREFIGHTERS

15

	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$87,728.00	\$37,847.00	\$125,575.00
Year 2	\$87,728.00	\$37,847.00	\$125,575.00
Year 3	\$87,728.00	\$37,847.00	\$125,575.00
3 Year Total	\$5,650,875.00		

Agreement Articles

Program: Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF MONTEBELLO

UEI-EFT: J8RSDMN5KCQ7

DUNS number: 066677386

Award number: EMW-2022-FF-01617

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32**Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33**Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 43	Applicability of DHS Standard Terms and Conditions to Tribes The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
Article 44	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.
Article 45	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FF-01617	2. Amendment No. N/A	3. Recipient No. 956000746	4. Type of Action AWARD	5. Control No. WX01189N2023T
6. Recipient Name and Address CITY OF MONTEBELLO 312 S GREENWOOD AVE MONTEBELLO, CA 90640		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer Angelica Palmeros		9a. Phone No. 3237705966	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program			10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 09/15/2023		12. Method of Payment OTHER - FEMA GO		13. Assistance Arrangement COST SHARING	14. Performance Period 03/13/2024 to 03/12/2027 Budget Period 03/13/2024 to 03/12/2027	
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2023-F2-GF01 - P410-xxxx-4101-D	\$0.00	\$5,650,875.00	\$5,650,875.00	\$0.00
Totals			\$0.00	\$5,650,875.00	\$5,650,875.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs					DATE 09/15/2023	



ITEM # 7

Approve
Passed

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVAL TO SUBMIT APPLICATION FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS) / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)/ GRANT PROGRAMS DIRECTORATE (GPD) FISCAL YEAR 2022 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

DATE: March 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve submission of an application to the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval to Submit Grant Application to the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD), Staffing for Adequate Fire and Emergency Response (SAFER) Grant. DHS/FEMA/GPD has a funding opportunity to submit a competitive grant application to support engagement, recruitment, and retention for the fire services. The City will be seeking an estimated amount of \$3,412,500 for the proposed scope and size of the project, the City will be funded for a period of three (3) years. If a grant is awarded, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 8, 2023

Page 2 of 3

The Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), is accepting applications for the Assistance to Firefighters Grant (AFG)/ Grant Programs Directorate (GPD) due on March 17, 2023. Since 2005, the SAFER Program has awarded approximately \$5.2 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time to full-time firefighters), to rehire laid-off firefighters, or to retain firefighters. The Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program is one of three grant programs that constitute the Department of Homeland Security (DHS)/ Federal Emergency Management Agency's (FEMA's)/ Grant Programs Directorate (GPD) that focuses on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards.

The SAFER Program provides funding directly to fire departments to assist in increasing the number of firefighters to help communities meet the National Fire Protection Association (NFPA) 1710 structural response industry minimum standards and attain 24-hour staffing to provide adequate fire protection and to fulfill traditional missions of fire departments. The 2022–2026 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation.

If approved, the Fire Department will submit a grant proposal seeking funding to be used towards hiring activities and practices to support new hires, additional firefighters, or to retain firefighters, including developing a diverse, inclusive, and equitable Recruitment and Retention (R&R) Plan that will support the Fire Department's overall strategic goals in the delivery of fire services to the community.

The proposal will focus on the area of **Recruitment and Retention (R&R)** with a combination of hiring activities, that will enable volunteers (Auxiliary), to develop a career in fire, and increase staff so the fire department can improve or restore staffing levels to attain a more effective level of response and a safer incident scene.

If the proposal is successfully awarded, the grant will be funded for a three (3) year period, from May 1, 2023-June 1, 2026. Funding disbursement will be as follows:

May 31, 2023 through June 1, 2024	May 31, 2024 through June 1, 2025	May 31, 2025 through June 1, 2026
\$1, 950,000	\$975,000	\$487,500

These funds will support the Department in improving staffing and deployment capabilities, so that it may more effectively and safely respond to emergencies. With enhanced staffing levels, the Department should experience an increase in the number of trained personnel assembled at the incident scene, including planning for the next three (3) to five (5) years to meet the increasing demand.

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.

ANALYSIS:

N/A

SUMMARY:

That the City Council approve submission of the grant proposal application for the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant due March 17, 2023.

ATTACHMENT(S)

1. Attachment A - Notice of Funding Opportunity - SAFER Grant Program

NEXT STEPS:

N/A

Mayor Torres pulled this item to ask a clarifying question regarding the eligibility of the grant requirements. Chief Peleaz stated that he consulted with professional grant writers and based on the professionals they deemed they would qualify for the grant.

Mayor Pro Tem Peralta motioned to approve the item; seconded by Councilmember Melendez; the motion was approved unanimously.

**The Department of Homeland Security (DHS)
 Notice of Funding Opportunity (NOFO)
 Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response
 (SAFER) Grant Program**

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the [System for Award Management](#) (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at: [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at: <https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in Section D of this NOFO.

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A. Program Description**1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.083

3. Assistance Listings Title

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

4. Funding Opportunity Title

Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

5. Funding Opportunity Number

DHS-22-GPD-083-00-99

6. Authorizing Authority for Program

Section 34 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229a)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities**a. *Overview***

The Fiscal Year (FY) 2022 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately \$5.2 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), to rehire laid off firefighters, or to retain firefighters facing layoff, as

well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and,
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2022–2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

b. Objectives

The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and ensure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

c. Priorities

Information on program priorities and objectives for the FY 2022 SAFER Program can be found in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered

by the end of the period of performance using the following programmatic metrics:

- Percent of “majority career” SAFER Program recipients’ structural fire responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards
- Percent of “majority volunteer” SAFER Program recipients’ structural fire responses that complied with NFPA 1720 structural response standards
- Percent of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

B. Federal Award Information

1. Available Funding for the NOFO: **\$360,000,000**
2. Projected Number of Awards: **300**
3. Period of Performance: **12–48 months**
 - **Hiring of Firefighters (Hiring) Activity:** The period of performance for applications funded under the Hiring Activity will be 36 months.
 - **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity will be 12, 24, 36, or 48 months.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#) of this NOFO.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

4. Projected Period of Performance Start Date(s): **06/02/2023 (will vary based on award date and activity type)**
5. Projected Period of Performance End Date(s): **05/31/2024, 05/31/2025, 05/31/2026 or 05/31/2027 (will vary based on award date and activity type)**
6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

a. *Hiring Activity*

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands,

Guam, American Samoa, the Commonwealth of Puerto Rico,¹ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. *R&R Activity*

Volunteer and combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity.

Information on ineligible applications and/or organizations is in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

2. Applicant Eligibility Criteria

- a. *Hiring Activity*:** The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff. National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.
- b. *R&R Activity*:** The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

Each activity has its own application and eligibility requirements, as further outlined in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current***

¹ The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and *provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.*

3. Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2022 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

4. Maintenance of Effort (MOE)

There is no MOE or minimum budget requirement for the FY 2022 SAFER Program.

5. Cost Share or Match

There is no cost share or match or position cost limit for the FY 2022 SAFER Program. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

6. Economic Hardship Waivers

Because there is no minimum budget requirement, cost share requirement, or position cost limit, an economic hardship waiver process is not necessary for the FY 2022 SAFER Program.

D. Application and Submission Information

1. Key Dates and Times

- | | |
|---|---------------------------------------|
| a. <i>Application Start Date:</i> | February 13, 2023 at 8 a.m. ET |
| b. <i>Application Submission Deadline:</i> | March 17, 2023 at 5 p.m. ET |

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes (FEMA GO) system automatically records proof of timely submission, and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely

submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at FEMAGO@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET.

For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Program Help Desk by phone at (866) 274-0960 or by email at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. ***Anticipated Funding Selection Date:*** **No later than 9/30/2023**
- d. ***Anticipated Award Date:*** Beginning on approximately 06/02/2023 and continuing thereafter until all FY 2022 SAFER Program grant awards are issued (but no later than 09/30/2023).
- e. ***Other Key Dates***

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline

Registering Organization in FEMA GO	Four weeks prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this notice is (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- In the application, provide a UEI number;
- Have an account with login.gov;
- Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. See the [FEMA GO Startup Guide](#) for step-by-step instructions.
- Submit the complete application in FEMA GO; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all

predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

6. How to Register to Apply

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration, and Grants.gov account to apply for grants.

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov).

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. *Create a login.gov account:*

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. *Register with SAM:*

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is “ACTIVE.” SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being “INACTIVE.” **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA’s system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization’s name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

f. *Register in FEMA GO, Add the Organization to the System, and Establish the AOR:*

Applicants must register in FEMA GO and add their organization to the system. The organization’s electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

7. Submitting the Final Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D of this NOFO, “[Content and Form of Application Submission](#).” The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “[Content and Form of Application Submission](#)” under Section D of this NOFO.

8. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission, and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

9. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
 -
- **SF-424B, Standard Assurances (Non-Construction)**
 -
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D](#) of this NOFO, “[Funding Restrictions and Allowable Costs](#),” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G](#) of this NOFO, “[DHS Awarding Agency Contact Information](#)” for further instructions.

b. *Program-Specific Required Forms and Information*

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

10. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from working in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see [Appendix B – Programmatic Information and Priorities, Section d. Restrictions on Uses of Award Funds](#) for additional information on funding restrictions and allowable costs.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#), or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see [Appendix C](#) for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C – Award Administration Information](#) for further information regarding grant writer fees and the "[Additional Information](#)" section of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A activities are those directly related to the management and administration of the SAFER award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. No more than 3% of the federal share of SAFER Program funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A costs are not eligible under the Hiring Activity.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable only under R&R Activity for this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable. Indirect costs are not allowable under the Hiring Activity.

e. *Other Direct Costs*

- ***Construction***

Construction costs are not eligible under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Modifications to facilities activities described in [Appendix B – Programmatic Information and Priorities, Section f. Funding Priorities](#) are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they align with the program priorities for the activity. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability;
- ii. Quality of management systems and ability to meet management standards;
- iii. History of performance in managing federal award;
- iv. Reports and findings from audits; and,
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings per activity are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B – Programmatic Information and Priorities](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service

representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with their peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

iii. Technical Evaluation Process (TEP)

The highest scoring applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Once the TEP is complete, each application’s cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B - Programmatic Information and Priorities](#) of this NOFO.

3. Narrative Evaluation Criteria

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. **FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate.** Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant’s and their community’s uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- a) Copies of official or certified documents demonstrating the claimed financial need;

- b) Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
 - c) Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and SAFER Program grant purpose;
 - d) Additional information or evidence detailing the applicant's particular risks; and
 - e) Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program.
- No applicant is guaranteed funding.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. Hiring Activity - the panel score is 50% of the total application score.

i. Project Description (30%):

- Why does the department need the positions requested in this application?
- How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
- What unique and specific services will the requested positions provide to the fire department and community?
- How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

ii. Impact on Daily Operations (30%):

- How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
- How will that risk be unequivocally reduced if awarded?

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

b. R&R Activity (Fire Departments) - the panel score is 70% of the total application score.

i. Project Description (30%):

- Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.
- Describe the particular problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
- Describe the unique and specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.

ii. Impact on Daily Operations (30%):

- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance.

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations) - the panel score is 70% of the total application score.

i. Project Description (30%):

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.
- Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested.

ii. Impact on Daily Operations (30%):

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.

- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

iv. **Cost Benefit (10%):**

- Describe the specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

F. Federal Award Administration Information

In addition to the language here, please see [Appendix C - Award Administration Information](#) in this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 30 calendar days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Administrative and National Policy Requirements

In addition to the requirements of this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. The terms and conditions that apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of

projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#) ([fema.gov](https://www.fema.gov)).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at [FEMA Form](#). Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at [Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov](#).

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment, such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP

review as well. Such activities include, but are not limited to:

- Building renovations such as removal of wall or installation of electrical or waterlines;
- Training/exercises in natural settings such as rope or swift water;
- Installing LED signs; and,
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed; and,
- Purchase of Personal Protective Equipment (PPE).

d. *National Incident Management System (NIMS) Implementation*

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. However, any applicant who receives an FY 2022 SAFER Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

e. *Federal Flood Risk Management Standard*

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

f. *Period of Performance Guidance*

i. *Hiring Activity*

- The period of performance is 36 months for all grants awarded under this activity.
- A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.
- The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.
- If a recipient is able to hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In

these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

ii. R&R Activity

- The period of performance is 12, 24, 36, or 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance to maximize the funding's availability. However, the recipient can only expend funds within the period of performance.
- The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.
- If a recipient is able to begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.

g. Difference between Application Request and Award

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

h. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2022 SAFER Program award with a turndown notification.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1–June 30)
- **No later than January 30** (for the period July 1–December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. *Programmatic Performance Reporting Requirements*

I. PROGRAMMATIC PERFORMANCE REPORT (PPR)

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and,
- A description of any potential issues that may affect project completion

II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period January 1–June 30)
- No later than January 30 (for the period July 1–December 31)

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original period of performance ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable.
- ii. The final FFR (SF-425).

- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in

that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

The SAFER Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m.–4:30 p.m. ET.

b. SAFER Program Application Guidance Documents

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2022. For more details, please visit the SAFER Program website at <https://www.fema.gov/grants/preparedness/firefighters/safer>.

c. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

d. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. FEMA Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also [Office of Management and Budget \(OMB\), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

After FEMA's General Applicability Public Interest waiver expires on January 1, 2023 (or is otherwise extended), none of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs,

desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#). Additional information is found in [Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001](#).

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except

that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

- 1) **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- 3) **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

2. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as

well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on [Actions to Address Noncompliance](#).

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

3. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

4. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);

- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and,
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or,
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than six-month period.

Prior to submitting the extension request, recipients should be current on payment requests and required reporting discussed in this NOFO.

5. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups, and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

6. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal,

or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

7. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women’s business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB’s revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and,
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and,
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and,
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices

- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.,* 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements; and,
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section III of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and,
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the

nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents; and,
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2022 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2021 and FY 2022 to the SAFER Program. The FY 2022 SAFER Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Application Review Information
 - FEMA will only review SAFER applications that fall within the competitive range instead of reviewing every application.
- Under Additions to the Application:
 - The NFPA 1710 and 1720 standards concerning personnel deployment and response times to fires and medical emergencies were updated in the application tables to reflect NFPA 1710/1720 standards.
- Under R&R Activity – Eligible Costs:
 - Length of Service Award Program was moved to high priority.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. Ineligible Applications and/or Organizations

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2022 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

However, if two or more organizations share facilities and each submits an application in the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and compare all of those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals;
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land;
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ;
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams; and,
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.

- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
 - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

b. *Supporting Definitions for this NOFO*

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen’s compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, on a per event basis, or paid on-call, to be a combination fire department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Formal Layoff Notice is official notice of a layoff. Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking action (e.g., 60 days prior to the effective date of the layoff action). The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and/or federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations; and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this

SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

c. *Application Tips*

The following information may be useful when preparing a competitive application:

- i. NFPA – “FREE ACCESS”: as part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit <http://www.nfpa.org/freeaccess>.
- ii. For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- iii. Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.

- iv. When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served, and must provide detailed information regarding the items or activities for which they are seeking funding.
- v. If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

d. *Funding Limitations*

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2022 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
 - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).
- A total of 10% of funding appropriated for FY 2022 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
 - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), in order to meet this 10% statutory set aside the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
 - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

e. *Restrictions on Uses of Award Funds*

- Under the R&R Activity, applications that request a Staffing Needs Assessment and/or Risk Assessment project are precluded from applying for additional R&R-related activities.

- Applicants may not use award funds for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings.
- Applicants may not use federal funds to sue the Federal Government or any other government entity.

f. *Funding Priorities*

Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime). FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds.

Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

g. *Hiring Activity Overview*

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer,

combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance in three categories:

- i. Rehire: Rehiring firefighters who were laid off within the two years prior to the start of the application period;
- ii. Retention: Retaining firefighters facing imminent layoff (within 120 days of the close of the application period); or,
- iii. New Hire: Hire new, additional firefighters.

All of the following are considerations in pre-scoring and peer review determinations:
High (H), Medium (M), Low (L)

1. Compliance with NFPA Standards

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in [subsection f. Funding Priorities - Meeting the National Standards](#) of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90%	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

2. Call Volume and Population Served

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

3. Firefighter Health Measures

The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582

standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals
Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

4. Training Requirements

Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

h. R&R Activity – Fire Departments Overview

Grants awarded under the R&R Activity - Fire Departments assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (**H**), Medium (**M**), or Low (**L**).

1. Compliance with NFPA Standards

The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in [subsection f. Funding Priorities - Meeting the National Standards](#) of this NOFO.

2. Volunteer Membership

Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

3. Call Volume

Department call volume is a factor in the initial evaluation. Departments responding to a

higher number of incidents receive higher consideration.

4. Firefighter Health Measures

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members. Applicants who provide worker’s compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

5. Firefighter Training and Certification Requirements

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

6. R&R Coordinator/Program Manager/Grant Administrator

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator’s position
L Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

7. Regional Requests

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the R&R Activity may also apply for funding under the SAFER Program as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application.**

- i. **R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview** Grants awarded under the R&R Activity – Interest Organizations allows applicants who identify as an Interest Organization to apply for R&R Activity funding. The grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (**H**), Medium (**M**), or Low (**L**).

1. **Compliance with NFPA Standards**

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in [subsection f. Funding Priorities - Meeting the National Standards](#) of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefitting from the grant funds receive higher consideration for funding.

2. R&R Coordinator/Program Manager/Grant Administrator

R&R Coordinator	
H	Applicants who currently have a coordinator, program manager, or grant administrator in place
M	Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L	Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

3. Needs Assessment

Needs Assessment	
H	Applicants with projects based on a needs assessment
L	Applicants with projects that are not based on a needs assessment

4. Fire Service Partnerships

Fire Service Partnerships	
H	Applicants who have, or will establish, fire service partnerships as part of this project
L	Applicants who will not have, nor establish, fire service partnerships as part of this project

j. *Eligible and Ineligible Costs and Requirements*

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with [Section E – Application Review Information](#) of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: - Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B – Programmatic Information and Priorities, subsection b. Supporting Definitions for this NOFO. - Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, in order to comply with

FLSA, are eligible. For more information on FLSA, please visit the [U.S. Department of Labor](#).

- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (**New Hire category**) or rehired (**Rehire category**) after the SAFER Program grant offer of award (except if awarded under the Retention category) are eligible for grant funding.
- Only full-time positions are eligible for funding in all three categories. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, in all three categories, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Eligible positions for funding under the **Rehire category** must have been laid off in the two years prior to the start of the application period on ***February 13, 2023**. Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Program funding under the **Retention category**. As the application period closes on ***March 17, 2023**, the layoffs must become effective on or before ***July 15, 2023**. Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Eligible positions under the **Retention category** must be employees of the department at the time the application is submitted. **Note:** if a retention position becomes vacant after the application is submitted, departments must fill the vacancy with a new hire in order to maintain the operational staffing level.
- A layoff notice that is not executed within the specified terms will be considered void (unless an additional notice is provided within 14 days of the original action date) and will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.
- Any layoff action not executed in accordance with the terms of the official layoff notice, or which does not meet the above requirements will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.

Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award (except under the Retention category) are ineligible to be funded under this grant.
- Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/medical exams, background checks), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible.
- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in “eligible costs” above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligibility Requirements

- Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.
- SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.
- FEMA recommends that departments consult their AHJ or the department’s legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program).
- All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of

R&R Activity – Eligibility Requirements

performance of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends.

- All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after being awarded.

R&R Activity – Eligible Costs: High Priority

- Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
 - **Note:** If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). **Note:** computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
 - Media advertising (e.g., television, radio, social media);
 - Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
 - LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities – additional restrictions apply (for details see [Section F - Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO).
 - **Note:** If requesting funds to recruit new members, a marketing plan must be in place or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources.
- New Member Costs. Only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at [Roadmap | FSTAR \(fstaresearch.org\)](#).
 - **Note:** annual physicals are only eligible if the applicant is also requesting grant funds to provide NFPA 1582 entry-level physicals for new recruits; annual

R&R Activity – Eligible Costs: High Priority

- physicals are only eligible for the same new recruits. Physicals or annual exams for any other members are not eligible.
 - Only actual costs for physicals are allowed and will be paid on a reimbursable basis. To receive reimbursement, recipients must provide invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the cost for physicals.
- New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation [CPR], First Responder, EMT, FF1, FF2).
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training is also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Leadership/career development training when used as a retention incentive that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging and/or meals while attending leadership/career development training or conferences are also eligible.
 - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
 - Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible. To receive reimbursement, recipients must provide documentation of the CEUs or the certificates of completion.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Tuition assistance for higher education (including books, lab fees and student fees).
 - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements.
 - Courses are not limited to firefighter training or education.
 - Only tuition payments for classes offered and taken during the period of performance are allowable.
 - Computers for individual students are not eligible for funding.
 - Payments for student loans are not eligible for funding.
 - Allowable costs may be limited to reasonable amounts, as determined by FEMA.

R&R Activity – Eligible Costs: High Priority

- Actual costs will be paid on a reimbursable basis. To receive reimbursement, students must successfully complete all classes.
- PPE/Turnout Gear.
 - PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as “fit for duty.” PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
 - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at <http://www.nfpa.org/freeaccess>.
 - Only actual costs for PPE are allowed and will be paid on a reimbursable basis.
 - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
 - To receive reimbursement, recipients must provide the following documentation to support the purchase of PPE:
 - Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE.
 - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as “fit for duty.”
 - Eligible PPE Expenditures:
 - Only one set of PPE for structural or wildland firefighting per each new recruit.
 - The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
 - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
 - American National Standards Institute-approved retro-reflective highway apparel.
 - PPE gear bags .
- LOSAP or Retirement Program:
 - New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).

R&R Activity – Eligible Costs: High Priority

- Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program).
Note: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant.

R&R Activity – Eligible Costs: Medium Priority

- Nominal stipends, as defined under [Appendix B – Programmatic Information and Priorities, subsection b. Supporting Definitions for this NOFO](#), for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, and/or responding to incidents.
 - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
 - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
 - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
 - Only actual costs for stipends are allowed and will be paid on a reimbursable basis.
 - Allowable costs may be limited to reasonable amounts as determined by FEMA.
 - To receive reimbursement, recipients must provide the following documentation to support the stipends:
 - Documentation to show what the department would pay to hire a full-time firefighter to perform the services for which the stipend is provided (e.g., current salary/benefit package from human resources department, data from the U.S. Department of Labor’s Bureau of Labor Statistics).
 - Copies of run reports, staffing reports, etc.
- Costs to support explorer/cadet, and mentoring programs, such as:
 - Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department’s documented uniform policy.
 - Training (Non-Immediate Danger to Life and Health [IDLH]).
 - One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.

R&R Activity – Eligible Costs: Medium Priority

- One introductory physical exam per each newly recruited explorer/cadet.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment and gym memberships are limited to no more than \$10,000 total per grant award.

R&R Activity – Eligible Costs: Low Priority

- New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy.
 - **Note:** Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and/or retention goals.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Single computer (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
- Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).
 - Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only.
 - **Note:** Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
 - Gift Cards: a logbook for the purchase and issuance of gift cards is required. The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector and/or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).

R&R Activity – Eligible Costs: Low Priority

- Station modifications/remodeling/renovation of existing facilities.
 - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed \$10,000 total per grant award.
 - Remodeling/renovations may not change the footprint or profile of the building.
 - Any request for modifications to facilities may require EHP review (for details see [Environmental Planning and Historic Preservation \(EHP\) Compliance](#) section of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
 - Written approval must be provided by FEMA prior to the use of any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- M&A costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to [Section D: Application and Submission Information](#).
- Up to \$1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between 90 days prior to the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see [Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fee](#).
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs

This list is not exhaustive:

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant award.
- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see [Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fees](#).
- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or “onetime” use items such as foam, fuel/propane, breaching materials (e.g., wood, sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment including cell phones, pagers, portable radios or Computer-Aided Dispatch systems.
- Video cameras/recording equipment.
- Photographs/photographer unless part of a marketing contract for recruitment of new members.
- Intruder alerting systems and deployment notification systems.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters).
- Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques, trophies) is eligible.
- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department’s operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Services at a member’s personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment.
- “Giveaways” for recruitment events, such as pencils, pens, t-shirts, cups, mugs or balloons.
- Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).
- Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.

R&R Activity – Ineligible Costs

- Medical exams for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
- Station internet access/user fees and equipment to install internet (such as routers).
- Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
- Computers in common areas or individual computers for training/education.
- Copiers/printers.
- Incentives for career firefighters within the recipient's fire department.
- Ineligible explorer/cadet/mentoring program expenditures:
 - SCBAs, including masks/face pieces.
 - Anything involving the IDLH atmosphere.
 - Any activities precluded by the AHJ.
- Ineligible PPE expenditures:
 - Three-quarter length rubber boots.
 - SCBAs (not including SCBA masks/face pieces).
 - PASS Devices.
 - Spare cylinders.
 - Bomb disposal suits.
 - PPE for hazardous materials and other specialized incidents.
 - More than one set of PPE per newly recruited member (within the period of performance).
- PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s)

a. *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. *Grant Writer/Preparation Fees*

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the “Grant Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of this NOFO and up to 30 calendar days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant’s intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer’s contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and

iv. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as “Application Participants” in the “Contact Information” section of the application:

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

c. *Maintenance and Sustainment*

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

d. *Taxes, Fees, Levies, and Assessments*

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status, or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

e. *Excess Funds*

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization’s local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award’s period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance in order to be allowable.

f. *Payments and Amendments*

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met,

including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., cancelled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

Payment Requests During Closeout

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments

FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; and,
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner to be consistent with SAFER Program goals and objectives.

Note: a recipient may deobligate (e.g., return) unused funds (e.g., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share

obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

g. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk prior to the disposition of SAFER Program-funded equipment.

h. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees (except under the retention category).

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements. Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3698 WITH PCAM, LLC DBA "PARKING COMPANY OF AMERICA" TO PROVIDE METROLINK RAIL FEEDER SHUTTLE SERVICES

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3698 with PCAM, LLC dba "Parking Company of America" (PCA), for the provision of Metrolink Rail Feeder Shuttle Services for an additional one-year (1-year) term with additional compensation of an amount not-to-exceed Five Hundred Five Thousand, Three Hundred Fifty-Nine Dollars (\$505,359); and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The cost for necessary services annually is for a total not-to-exceed amount of Five Hundred Five Thousand, Three Hundred Fifty-Nine Dollars (\$505,359). Funding for the services will be allocated from the Transportation Department's Fiscal Year 2023-24 adopted operating budget: Account No. 600-90-910-6040.10 (Contract Services, Outside Contracts). Therefore, a budget amendment is not needed.

BACKGROUND/DISCUSSION:

On October 10, 2019, the City of Montebello entered into Agreement No. 3698 (see Attachment A) with PCAM, LLC dba "Parking Company of America" to provide

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

Page 2 of 2

Montebello Bus Lines (MBL) with equipment, goods, and services necessary for the operation of the Metrolink Rail Feeder Shuttles Services. These services include providing transportation for commuters to and from the Montebello/Commerce Metrolink Station.

MBL offers the Montebello Link Program to provide a reservation based, no-cost, and semi-fixed transportation service that aims to bridge the commute gap for weekday commuters to and from the Montebello/Commerce Metrolink Station and local areas of employment in Montebello, Commerce, Pico Rivera and Monterey Park. PCA offers transportation for approximately 1,600 commuters every month and communicates ridership data on a monthly basis to MBL staff. Over the past three years, this service has evolved to play a pivotal role in fostering enhanced accessibility and mobility for the workforce, thereby contributing to MBL's goal of delivering quality transit services to Montebello and surrounding communities.

Furthermore, an amendment is required with PCA to continue to provide uninterrupted transportation to commuters who depend on such service to access local areas of employment.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Amendment No. 1 to Agreement No. 3698 with PCA, attached hereto in substantial form (see Attachment B), to extend the professional services necessary for the Metrolink Rail Feeder Shuttle Services for an additional one-year (1-year) term and authorize the Acting City Manager and/or her designee, to execute Amendment No. 1 on behalf of the City.

ATTACHMENT(S)

1. Attachment A – Agreement No. 3698 with PCAM, LLC dba “Parking Company of America”
2. Attachment B – Proposed Amendment No. 1 to Agreement No. 3698

NEXT STEPS:

N/A

AGREEMENT NO. 3698

CONTRACT AGREEMENT

**BETWEEN THE CITY OF MONTEBELLO AND PARKING COMPANY OF AMERICA
FOR METROLINK RAIL FEEDER SHUTTLE SERVICE
(RFP NO. 19-41)**

This Contract Agreement ("Agreement") is made and entered into for the above stated project this 10th day of October 2019, by and between the City of Montebello, a California municipal corporation ("AGENCY") and PCAM, LLC., dba "Parking Company of America," a California corporation ("CONTRACTOR"). AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred herein as the "Parties."

RECITALS

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

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

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to AGENCY's Transportation Department, equipment, goods and services necessary for the Metrolink Rail Feeder Shuttle Service ("Project") as further described in Request for Proposal No. 19-41 (RFP No. 19-41)

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

AGREEMENT

ARTICLE I. Incorporation of Recitals and other Contract Documents

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

- A. This Agreement, including any and all addenda or supplemental agreements.
- B. RFP No. 19-41.
- C. CONTRACTOR's Response to RFP No. 19-41 dated August 8, 2019.
- D. All other documents, including but not limited to all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits and

also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

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

ARTICLE II. Services to be performed by CONTRACTOR

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

ARTICLE III. Term

The initial term of this Agreement shall be for three (3) years with an option for three (3) annual renewals of one (1) year each; provided that terms and conditions remain the same or as mutually agreed upon by the parties in writing and approved with the same level of formality required to execute this Agreement.

ARTICLE IV. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONTRACTOR dated August 8, 2019 ("Compensation") attached hereto as Exhibit "A" and incorporated herein by this reference. The amount(s) of the compensation shall not exceed the following yearly amounts:

- Year 1: four hundred sixty-two thousand, five-hundred nineteen and no cents (\$462,519).
- Year 2: four hundred seventy-six thousand, three hundred sixty-six dollars and no cents (\$476,366).
- Year 3: four hundred ninety thousand, six hundred seventy-one dollars and no cents (\$490,671).
- Optional Year 4: five hundred five thousand, three hundred fifty-nine dollars and no cents (\$505, 359).

- Optional Year 5: five hundred twenty thousand, five hundred six dollars and no cents (\$520, 506).
- Optional Year 6: five hundred thirty-six thousand, one hundred twelve dollars and no cents (\$536, 112).

Such sums shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by AGENCY.

Said sums shall also cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. No change, amendment or modification to the Compensation shall be effective unless in writing and signed by both parties.

ARTICLE V. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by the Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

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

ARTICLE VI. Ownership of Written Products

All reports, documents or other written material ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such Written Products as desired, but no such Written Products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VII. Independent Contractor

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

ARTICLE VIII. Confidentiality

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

ARTICLE IX. Compliance with State and Local Laws

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

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

ARTICLE X. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against AGENCY based on, occurring, arising out of, or incident to (1) any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which CONTRACTOR is not lawfully entitled to sell. AGENCY will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable CONTRACTOR to do so. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

ARTICLE XI. PERS Eligibility Indemnity

In the event that CONTRACTOR, or its employee, agent, or sub-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 AGENCY, CONTRACTOR shall indemnify, defend, and hold AGENCY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the AGENCY.

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

ARTICLE XII. Insurance

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

1. **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 **one million dollars and no cents** (\$1,000,000) per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 O1 including Code/Symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than **two million dollars and no cents** (\$2,000,000) per accident, combined single limit.
3. **Workers' Compensation Insurance** on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than **one million dollars and no cents** (\$1,000,000) per accident for bodily injury or disease. (Not required if CONTRACTOR provides written verification that it has no employees).

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

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

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR agrees that it will not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to the AGENCY.

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

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

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

H. AGENCY shall have no responsibility of liability for such insurance coverage.

ARTICLE XIII. Authorization by Contractor

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

ARTICLE XIV. 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.

12.1 Material Breach. For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice.

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

12.3 **Failure to Cure.** In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

12.4 **Termination for Convenience.** AGENCY shall have the option, at its sole discretion and without cause to terminate this Agreement for AGENCY's convenience at any time by providing CONTRACTOR ten-days' (10-days') written notice.

12.4.1 Upon receipt of such notice of Termination for Convenience, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities.

12.4.2 AGENCY shall pay CONTRACTOR its reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against AGENCY under this Agreement.

12.4.3 All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights AGENCY is entitled to, shall become AGENCY property upon the date of termination. Further, CONTRACTOR agrees to execute any documents necessary for AGENCY to perfect, memorialize, or record AGENCY's ownership of any and all rights provided herein.

12.5 Upon the valid termination of this Agreement as provided under this Article, AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for goods and/or services CONTRACTOR had completed/delivered as of the date of termination, less the amount of all previous payment with respect to the Compensation; provided that CONTRACTOR received AGENCY's Notice to Proceed (as defined in RFP No. 19-41) before such goods/services were completed/delivered.

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

ARTICLE XV. Dispute Resolution and Legal Remedies

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

ARTICLE XVI. Subcontract, Assignment or Delegation

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

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

ARTICLE XVII. Non-discrimination and Equal Opportunity Employer

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

ARTICLE XVIII. Notices

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

To AGENCY:	Montebello Bus Lines 400 S. Taylor Ave. Montebello, CA 90640 Attention: Tom Barrio Director of Transportation Phone: 323-558-1625
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To CONTRACTOR:	PCAM, LLC dba Parking Company of America (PCA) 3165 Garfield Ave. Los Angeles, CA 90040 (562) 862-2118
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ARTICLE XIX. Severability

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

ARTICLE XX. Governing Law

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

ARTICLE XXI. Entire Agreement

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

ARTICLE XXII. Effective Date

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

ARTICLE XXIII. Survival

The Parties' obligations under Article VII [Confidentiality] and Article X [Indemnification], will survive the Termination or Expiration of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this 10th day of October, 2019.

CITY OF MONTEBELLO
("AGENCY")

PCAM, LLC
dba Parking Company of America.
("CONTRACTOR")



Rene Bobadilla, City Manager

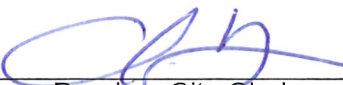


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Date: 10/22/19

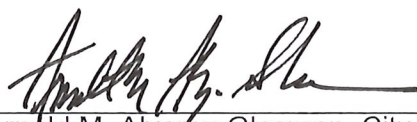
Date: 10/30/19

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT A

**CITY OF MONTEBELLO
AMENDMENT NO. 1
TO AGREEMENT NO. 3698
WITH PCAM, LLC dba PARKING COMPANY OF AMERICA**

This Amendment No. 1 to Agreement No. 3698 ("**Amendment No. 1**") is made and entered into as of the 11th day of October 2023 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and PCAM, LLC dba Parking Company of America, a corporation duly organized and existing under the law of the State of California, ("**Contractor**"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Contract Agreement No. 3698 to provide equipment, goods, and services necessary for the Metrolink Rail Feeder Shuttle Services with an "Effective Date" of October 10, 2019 ("Agreement"), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Article XXI ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, per Article IV ("Compensation") the Agreement commenced on the Effective Date and is valid for an initial three-year (3-year) term, with options to renew for up to three (3), additional, one-year terms; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to exercise one of the one-year (1-year) options as authorized by Articles IV and XXI of the Agreement and as otherwise provided herein; and

WHEREAS, to exercise the option to extend the Agreement by an additional year, an amendment to the Term and Compensation (further defined below) is required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to extend the term of Agreement from October 10, 2023, to October 9, 2024 (the "First Extension"), as authorized under Article IV of the Agreement.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the First Extension of the Agreement for an additional one (1) year follows:

*"The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 1** shall not exceed the annual amount of **Five Hundred Five Thousand, Three Hundred Fifty-Nine (\$505,359)**. Such sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by **City**. Said compensation of the **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Agreement; and also include 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 risk of any description connected with the work."*

SECTION 4. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 1** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

SECTION 5. COUNTERPARTS. This **Amendment No. 1** may be executed in counterparts all of which shall constitute but one original, and the same agreement.

[End of Amendment No. 1]

AMENDMENT NO. 1 TO AGREEMENT NO. 3698

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 3698 to provide equipment, goods, and services necessary for the Metrolink Rail Feeder Shuttle Services as of the day and year first above written.

("CITY")

CITY OF MONTEBELLO, a California
municipal corporation

("CONTRACTOR")

**PCAM, LLC dba Parking
Company of America**, a
California corporation

By: _____
Arlene Salazar, Acting City Manager

By: _____
Federal Tax Identification No. _____

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Michael Solorza, Director of Finance
Micah Herd, Senior Management Analyst

**SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR
PRINTING, GRAPHIC DESIGN, AND MAILING SERVICES**

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No. 4142 with Acro Printing (Acro) in an amount that shall not exceed \$295,000; and
2. Approve Agreement No. 4143 with Arte Printing (Arte) in an amount that shall not exceed \$143,750; and
3. Approve Agreement No. 4144 with Geographics (Geographics) in an amount that shall not exceed \$295,000; and
4. Approve Agreement No. 4145 with The Sauce Creative Services (Sauce) in an amount that shall not exceed \$295,000; and
5. Approve Agreement No. 4146 with We The Creative (We The Creative) in an amount that shall not exceed \$281,250; and
6. Authorize the Acting City Manager to execute the agreements on behalf of the City of Montebello; and
7. Take such additional, related action that may be desirable.

FISCAL IMPACT:

If approved, Staff will be authorized to purchase items/services as detailed in the RFP through June 30, 2026. The following list provides details regarding each of the associated agreements:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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Vendor Name	October 1, 2023 – June 30, 2024 (Year 1)	July 1, 2024 – June 30, 2025 (Year 2)	July 1, 2025 – June 30, 2026 (Year 3)	Initial Term Total [1]
Acro Printing	\$85,000.00	\$105,000.00	\$105,000.00	\$295,000.00
Arte Printing	\$43,750.00	\$50,000.00	\$50,000.00	\$43,750.00
Geographics	\$85,000.00	\$105,000.00	\$105,000.00	\$295,000.00
Sauce Creative Services	\$85,000.00	\$105,000.00	\$105,000.00	\$295,000.00
We The Creative	\$81,250.00	\$100,000.00	\$100,000.00	\$281,250.00
	Annual Contingency [2]	\$25,000.00		

The annual expenditure amounts have been established to coincide with the City's fiscal year start/end dates. As a result, the first-year amounts have been prorated to nine (9) months or seventy-five (75) percent of the total estimated annual compensation amount. Starting in Fiscal Year 2024-25, the total annual compensation amount will be available for use.

The annual amounts were determined by analyzing several years of actual expenditures related to printing, graphic design and mailing services. Furthermore, Staff across several departments/divisions were consulted (i.e., Parks and Recreation, Public Affairs, etc.) and their input was used to craft the annual and total term not-to-exceed amounts. The Fiscal Year 2023-24 adopted budget includes funding for printing and graphic services in various departments. These budgets were developed in consultation with each department/division to determine a likely annual expenditure amount. Therefore, it is not anticipated that a budget adjustment would be needed for FY 2023-24. Future budgets will be developed utilizing the estimated amounts shown in the table above.

All agreements will have an initial term through June 30, 2026, and include two (2), one (1) year extension options for a maximum term through June 30, 2028. Each agreement also consists of an annual contingency amount of \$25,000 with the authorization of the City Manager. The contingency has been established to address any unforeseen demand for services.

Services associated with these agreements will be used on an as-needed basis. Upon receiving a request for items/services, the availability of funds will be verified, and a purchase order will be generated with sufficient funds encumbered for the expense. The Department of Finance/Information Technology will track encumbrances and expenses of each agreement.

[1] The table does not include extension options for Year 4 – July 1, 2026 – June 30, 2027, and Year 5 – July 1, 2027 – June 30, 2028.

[2] The annual compensation amount includes a \$25,000 contingency.

BACKGROUND/DISCUSSION:

On Friday, June 9, 2023, the City issued a Request for Proposals (RFP) for Printing, Graphic Design, and Mailing Services. The RFP was posted on PlanetBids, and notices were emailed to several prospective bidders, primarily within the local area. In addition,

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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print advertising in local media sources was used to advertise the solicitation. The RFP closed on Thursday, July 20, 2023, with ten (10) responses. Bidders provided pricing on up to forty-four (44) items/services based on the projected annual consumption by the City. The following is a list of the bidders who responded and their locations (in alphabetical order):

- **Acro Printing - Whittier**
- **Arte Printing - Montebello**
- **Geographics - Riverside**
- **MMS & Associates - Whittier**
- **Nemoui Advertising & Design - Long Beach**
- **Public Advertising Agency - Temecula**
- **Sapphire Printing Group - Ontario**
- **Sauce Creative Services - Monrovia**
- **Soap Studio - Woodland Hills**
- **We The Creative - Irvine**

After receiving the responses to the RFP, an evaluation committee was formed to review each proposal submission. The evaluation committee consisted of Parks and Recreation, Public Information, and Finance/Information Technology staff. The responses were evaluated based on the following criteria:

- **Proposed Fees/Cost (40 points)**
- **Qualifications (30 points)**
- **Reputation/Reference Checks (30 points)**

To help encourage participation from local service providers, the RFP identified a local vendor preference per Montebello Municipal Code 3.20.130. The local preference was factored into the final scoring.

Upon completion of the evaluations, staff recommends awarding agreements to the top (5) vendors (in alphabetical order):

- **Acro Printing**
- **Arte Printing**
- **Geographics**
- **Sauce Creative Services**
- **We The Creative**

Staff is proposing multiple agreements through this opportunity to ensure the availability of services as well as provide Department staff the opportunity to choose from different vendors, based on the specific service needed.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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The proposals submitted by the vendors mentioned above were the most comprehensive and demonstrated an ability to provide the services required by the City. It should also be noted that Acro, Arte, and Sauce have prior experience providing services for the City. Each of the previously used service providers has continually provided satisfactory services. It is recommended that the City Council authorize approval of agreements with the listed vendors.

The proposals that were not selected did not fully meet the City's requirements. In addition, some of the vendors lacked sufficient experience in providing services in the public sector. Although the proposals were not selected, each vendor's contact information will be retained in the vendor management database to ensure they receive other solicitations for services in the future.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approving professional service agreements with Acro, Arte, Geographics, Sauce, and We The Creative. If approved, the agreements will allow the purchase of various printing, graphic design, and mailing items and services in accordance with the terms, conditions, and pricing identified in the associated RFP.

ATTACHMENT(S)

1. Attachment A - RFP for Printing, GD, Mailing
2. Attachment B - Agr No. 4142 - ACRO Printing Inc
3. Attachment C - Agr No. 4143 - Arte Printing
4. Attachment D - Agr No. 4144 - Geographics
5. Attachment E - Agr No. 4145 - The Sauce Creative Services
6. Attachment F - Agr No. 4146 - We The Creative

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 – 8

Printing, Graphic Design, and Mailing Services

Release Date: Monday, June 12, 2023

Due Date: Thursday, July 20, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

June 11, 2023

THE PROJECT

Printing, Graphic Design, and Mailing Services

OWNER/PROPOSAL CONTACT

City of Montebello – Finance Department

1600 West Beverly Boulevard

Montebello, CA 90640

Attn: Micah Herd

Contact Phone: (323) 887-1200

Contact E-Mail: purchasing2@montebellocity.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, July 5, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
Appendix B – Professional Services Agreement Sample
Appendix C – Vendor Questionnaire (Required)
Sample Items 1 - 7

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified vendors to provide printing, graphic design, and mailing services as needed. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23 – 8. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

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

Prospective vendors must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, July 5, 2023, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, July 20, 2023, at 11:00 a.m. PST.**

Responses to this request for proposals will be evaluated to determine the vendor(s) that is/are the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City of Montebello ("City") is seeking proposals from qualified vendors to provide citywide printing, copying, graphic design, and other related services. The needs of the City are diverse, including small and large jobs, and requests will occasionally be time sensitive. The expected needs include printing, copying, bindery, and other related services for internal and external use.

The City may award multiple contracts for the required services. Contracts, if awarded, may be for terms up to three (3) years and include extension options. This Request for Proposals (RFP) will establish preferred vendor(s) for the City. The selected Vendor(s) will process job orders as assigned by designated department representatives.

About the City of Montebello

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

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Monday, June 11, 2023 |
| • Online Q&A Deadline | Wednesday, July 5, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, July 20, 2023, at 11 a.m. PST |
| • City Review of Submissions | Late July 2023 |
| • Notifications Sent to Vendors | Early/Mid-August 2023 |
| • Award | Mid/Late August 2023 |

4.0 Purpose

The purpose of this RFP is to solicit proposals from qualified vendors to provide printing, graphic design, and mailing services as needed. The materials obtained through this service will be used internally and externally by staff to improve general service delivery to the local community.

5.0 Scope of Work/Services

The City is seeking vendors to create and produce various materials for internal and external use by residents, business owners, employees, and other community members using traditional print, the City website (montebelloca.gov), and social media platforms (e.g., Facebook, Twitter, Instagram, YouTube, and LinkedIn). These outreach materials include, but are not limited to:

- Letters
- Newsletters
- Brochures
- Flyers
- Business Cards
- Postcards
- Banners
- Signs
- Bound Books (e.g., Annual Financial Report, Budget Book)
- Apparel/Promotional Items
- Content for Website Posting

The selected vendors will provide printing, graphic design, and mailing services for the aforementioned items on an as-needed basis. Vendors will process job orders as assigned by designated staff within each City department.

To assist with assessing workload type and volume, a table which identifies the items, services, and estimated annual quantities can be found by visiting PlanetBids and reviewing the posting associated with this RFP (see the “Line Item” tab). Please note that this is not a comprehensive list; however, it is representative of a majority of the items and services the City typically requests. Needs and specifications may vary and are subject to change at any time. Furthermore, the City does not make any commitment to purchase a specific quantity of any item or services. The quantities listed are annual estimates. City staff submitting service requests will deter the necessary quantity when the order is placed.

Vendors are invited to provide pricing for all or some of the items and services listed. Please note that preference will be given to vendors who submit the most comprehensive list.

All print and copy produced materials must be of commercially acceptable quality. Work must be properly aligned, have no fading or smearing, include correct color, and be packaged in a manner to protect documents from damage in transit and delivery. Vendor mistakes or products of unacceptable quality must be corrected at no cost to the City.

In developing a response to this solicitation, vendors should keep in mind that the City is committed to environmental sustainability. Vendors should be prepared to demonstrate how they maximize the use of recycled content of its paper products to include paper that is 100% post-consumer recycled content with preference for Green Seal Certified

(GSC) paper when available.

Additional Services

Mailing Services

Some printing materials such newsletters and postcards may require mailing. Vendors are asked to provide pricing for mailing and postage associated with those items.

Graphic Design Services

While the City retains staff who can provide most graphic design services, there may be some occasions where graphic design services are required in association with this service. Vendors must provide their pricing for graphic design on a per hour basis.

Delivery/Installation/Set-Up Services

The City may require delivery and set-up services for some items. These will be conducted within the limits of the City of Montebello. The following is a list of locations where most services will occur. This list is subject to change as locations may be added or removed as pick-up and delivery locations.

Location Name	Address
City Hall	1600 West Beverly Boulevard, Montebello, CA 90640
Police Department	1600 West Beverly Boulevard, Montebello, CA 90640
Parks and Recreation (Acuna Park)	1700 West Victoria Avenue, Montebello, CA 90640
Transit Facility	400 South Taylor Avenue, Montebello, CA 90640
City Yard	311 South Greenwood Avenue, Montebello, CA 90640

Minimum Qualifications And Requirements

To be considered, vendors must clearly demonstrate how they meet the minimum qualifications. The following is a list of the City's requirements:

- Minimum five (5) years of experience with printing and mailing services, website services, translation, and/or graphic design
- Minimum three (3) years of experience providing similar services to a public agency of similar size and functionality as the City of Montebello

- Web-based platform to request business card orders (preferred)
- Ability to provide same day service, if reasonable notice is provided
- Vendors must provide quotes based upon the agreement's fee schedule if requested by departments
- Must have the ability to provide mail services if requested

Vendors should prepare proposals that identify how they meet the minimum requirements.

Local Vendor Preference

Pursuant to Montebello Municipal Chapter 3.20.130 – Local Vendor Preference, the City is placing priority on local vendors for this solicitation. Eligibility for being considered a local business is based upon physical location. To be considered, vendors must submit a copy of their current City of Montebello business license listing an address within the city limits.

Vendors that are not within the City of Montebello are still encouraged to submit a response.

6.0 Proposal submittal

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

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

To submit pricing for the required items and services, please use the “Line Items” tab in the associated PlanetBids posting. Enter pricing based upon the annual estimated quantity for items and services listed. Failure to complete this step may result in proposal being rejected.

7.0 Evaluation Criteria

The Fire Department will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. Preliminary Proposal Review - The evaluation committee will review

submissions to ensure adherence to the minimum/proposal format requirements.

B. Proposal Evaluation - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

- i. Proposed fees for Service (40%)
- ii. Qualifications as they relate to this project (30%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience in organizational analysis evaluation
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
- iii. Reputation for integrity and competence (30%)
 - a. Positive Reference Checks

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

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

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

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

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

or

E-mail:

msolorza@montebelloca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

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

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please

review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

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

A. Commercial General Liability

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

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

B. Business Automobile Liability

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

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

C. Professional Liability or Errors and Omissions

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

D. Workers' Compensation and Employer's Liability

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

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

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

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

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

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

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

and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is

present.

12.0 Non-Commitment of City

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

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

14.0 Records

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

15.0 Subcontractors

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

16.0 Modifications/Changes

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

17.0 Disclosure of Information

- A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

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

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

Appendix C – Vendor Questionnaire (Please complete and return with response)

Sample Items 1 - 7

City of Montebello
Printing, Graphic Design, and Mailing Services
RFP No. 23 – 8

Appendix A – Proposal Content and Format

Proposal Content

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

1. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Vendor's availability to dedicate time, personnel, and resources to this effort.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the City's needs. Describe your general approach to providing services successfully, methodologies and technologies you would employ. Describe anything you expect the City to provide.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Please provide a minimum of three (3) specific examples of relevant experience. At a minimum, Vendors should provide a list of recent projects (i.e., completed within the last three (3) years is preferred, but samples outside of this timeframe will be accepted if relevant) of similar size, scope, and complexity.

Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

4. **Conflict of Interest Statement** - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Consultant does not have any such conflicts, a statement declaring such should be included in their submission.
5. **Cost Proposal** – Please submit your pricing for the requested items and services by visiting the City's PlanetBids Portal, finding the associated RFP, and clicking the "Line Item" tab. Vendors are invited to submit for all or some of the items and services listed. Keep in mind, vendors providing the most comprehensive list will receive preference.
6. **Vendor Questionnaire** – Please review and complete the questionnaire attached as Appendix C. This document must be returned with your proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, July 20, 2023, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals

prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed twenty (20) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page-requirement does not include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the Vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.
3. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

Appendix B – Sample Professional Services Agreement

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on _____, **202** (“Effective Date”), by and between 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. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

- a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:
 1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
 2. RFP No. _____
 3. Proposal referenced and Best Final Offer received by the successful proposer.
 4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.
- b. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

- a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ 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 not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

- a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire X years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to X year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office

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

SECTION 5. WORK PRODUCT.

- a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.
- b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

- a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be

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

- b. Termination for Convenience. The CITY shall have the option, at its sole discretion 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 seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

- a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The

CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

- b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

- a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.
- b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.
- c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and

any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:
- City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]
- Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.
- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).
- h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced

with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

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

SECTION 22. NOTICE.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]

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

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

SAMPLE

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

René Bobadilla, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

SAMPLE



RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire

Business Name	
Business Address	
Business Phone Number	
Contact Person Name and Title	
Contact Person Phone Number	
Contact Person Email Address	

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	
2. How many years of experience do you have providing printing services?	
3. How many years of experience do you have providing graphic design services?	

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	
6. Can you provide same day/expedited services?	
7. Do you have a web-based platform for submitting/receiving business card orders?	

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4142
WITH ACRO PRINTING, INC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ACRO PRINTING, INC. (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires printing, graphic design, and mailing services; and

WHEREAS, the CITY solicited responses through an RFP process; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 23 – 8 for Printing, Graphic Design, and Mailing Services.
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Printing, Graphic Design, and Mailing Services in the City of Montebello (issue date June 9, 2023), 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

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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

b. The VENDOR shall provide to the CITY all labor, equipment, materials and incidentals necessary to conduct 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 VENDOR shall be compensated for performance as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized billing statement to the CITY each month for services performed. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, unless terminated earlier as hereinafter provided. This agreement may be extended for two (2), one (1) year periods upon mutual, written agreement by both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The VENDOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the VENDOR 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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SECTION 5. WORK PRODUCT.

a. The VENDOR 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 VENDOR 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 VENDOR.

b. All data, documents, discussion, or other information developed or received by the VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the VENDOR 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 VENDOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the VENDOR 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 VENDOR, 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 VENDOR. The VENDOR 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 VENDOR shall only be entitled to the Compensation for those

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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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 VENDOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the VENDOR the part of Compensation which would otherwise be payable to the VENDOR for services the VENDOR 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 VENDOR shall be reimbursed for any "non-refundable" costs that the VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that the VENDOR provides the CITY with adequate proof that the VENDOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the VENDOR for its performance of services under this Agreement. The VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

a. The VENDOR is and shall, at all times, remain as to the CITY a wholly independent VENDOR. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the VENDOR except as expressly set forth in this Agreement. The VENDOR 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 VENDOR 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 VENDOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the VENDOR, the VENDOR's employees or the VENDOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

c. The CITY shall not deduct from the Compensation paid to the VENDOR any sums required for Social Security, withholding taxes, FICA, state disability

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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 VENDOR. The CITY shall have no responsibility to provide the VENDOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The VENDOR 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 VENDOR's negligent or wrongful act, or omission under

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the VENDOR 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 VENDOR'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 VENDOR 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 VENDOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The VENDOR 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 VENDOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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

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

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the VENDOR 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 VENDOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the VENDOR 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 VENDOR's insurance and shall not contribute with it.

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

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the VENDOR shall either reduce or

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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eliminate the deductibles or self-insured retentions with respect to the CITY, or the VENDOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR 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 subcontractor, 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 VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR 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 subcontractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebellocal.gov

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: msolorza@montebellocal.gov

If to VENDOR: Acro Printing, Inc.
Attn: Sean McAfee
13301 Philadelphia Street
Whittier, CA 90601
(562) 945-9638
Email: sean@acroprinting.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The VENDOR covenants that it presently has no interest and shall not acquire any

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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interest, direct or indirect, which may be affected by the services to be performed by the VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the VENDOR 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 VENDOR 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 VENDOR. The VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the VENDOR. 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]

PROFESSIONAL SERVICES AGREEMENT NO. 4142

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

("CITY")

CITY OF MONTEBELLO

("VENDOR")

ACRO PRINTING, INC.



Sean McAfee (Sep 28, 2023 13:37 PDT)

Arlene Salazar, Acting City Manager

Sean McAfee, President/CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 23 – 8 Dated July 20, 2023
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 23 - 8 Dated July 20, 2023

EXHIBIT “B”

Year 1	Effective Date – June 30, 2024	\$60,000 plus Additional \$25,000
Year 2	July 1, 2024 – June 30, 2025	\$80,000 plus Additional \$25,000
Year 3	July 1, 2025 – June 30, 2026	\$80,000 plus Additional \$25,000

Extension Options

Year 4	July 1, 2026 – June 30, 2027	\$80,000 plus Additional \$25,000
Year 5	July 1, 2027 – June 30, 2028	\$80,000 plus Additional \$25,000

“Additional \$25,000” annually can be added with City Manager approval.

Total Compensation Shall Not Exceed \$505,000

EXHIBIT "C"

Live Scan Fingerprinting Requirements

Prior to commencing services, the VENDOR may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The VENDOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The VENDOR must obtain a "Temporary VENDOR's Badge" issued by the City of Montebello Human Resources prior to performing work.

EXHIBIT A



To Whom It May Concern,

I would like to express my gratitude for your consideration. As a trusted vendor of the City of Montebello since 2000, ACRO Printing, Inc. is committed to delivering exceptional service. We are confident that our partnership will continue to flourish and that we will provide you with the best service possible.

Thank you for your time.

Sincerely,

Sean McAfee
President/CEO



RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire

Business Name	ACRO Printing Inc.
Business Address	13301 Philadelphia St.
Business Phone Number	562-945-9638
Contact Person Name and Title	SEAN McAfee - CEO.
Contact Person Phone Number	562-945-9638
Contact Person Email Address	Sean@AcroPrinting.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	N/A
2. How many years of experience do you have providing printing services?	33
3. How many years of experience do you have providing graphic design services?	33

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	YES
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	City of Whittier City of Santa Fe Springs City of La Habra City of La Mirada Whittier City School District
6. Can you provide same day/expedited services?	YES on Limited Products
7. Do you have a web-based platform for submitting/receiving business card orders?	YES

Bid Results

Bidder Details

Vendor Name ACRO Printing, Inc.
Address 13301 Philadelphia Street
Whittier, California 90601
United States
Respondee Sean McAfee
Respondee Title President/CEO
Phone 562-945-9638
Email sean@acroprinting.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 07/20/2023 10:45 AM (PDT)
Delivery Method EMAIL
Bid Responsive
Bid Status Submitted
Confirmation # 339054
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Letter from ACROpdf.pdf	Letter from ACROpdf.pdf	Response File
Vendor Questionnaire.pdf	Vendor Questionnaire.pdf	Vendor Questionnaire (Required)
		City of Montebello Business License Certificate (Optional for Local Business Preference)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							\$8,150.2200		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided	Letter	5000	\$0.1500	\$750.0000	Yes	
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided	Letter	5000	\$0.2500	\$1,250.0000	Yes	
3			8.5" x 11" Paper - 24# WW Regular - Black & White - Double Sided	Letter	5000	\$0.1400	\$700.0000	Yes	
4			8.5" x 11" Paper - 24# WW Regular - Color - Double Sided	Letter	5000	\$0.2400	\$1,200.0000	Yes	
5			#10 Envelopes	Envelop	20000	\$0.1500	\$3,000.0000	Yes	
6			Mailing Services - Letters	Letter	20000	\$0.0625	\$1,250.0000	Yes	
7			Standard Postage Rate	Postage	1	\$0.2200	\$0.2200	Yes	
8			Digital Copy for Website Posting	Digital	1		\$0.0000	No	
Newsletters (See Sample Item No. 1 - Newsletter)							\$39,760.1880		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 12 Pages - Full Color/Full Bleed on 60lb Paper - Gloss	Newsletter	80000	\$0.4170	\$33,360.0000	Yes	Actual Quantity that we print is 24,000 x 4 = 96,000 Annually. Cost includes Print Only. Cost for 96,000 Annually = \$39,993.60
10			Mailing Services - Newsletter	Newsletter	80000	\$0.0600	\$6,400.0000	Yes	Actually Mail Qty is 23,585 x .06 = 1896.80 PER ISSUE x 4 = \$7,547 ANNUAL
11			Postage - Standard Rate	Postage	1	\$0.1880	\$0.1880	Yes	EDDM RATE. Full Montebello Zip
12			Digital Copy for Website Posting	Digital	1		\$0.0000	No	
Brochures (See Sample Item No. 2 - Brochure)							\$1,564.2500		
13			Brochure - 8.5" x 11" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.1957	\$489.2500	Yes	
14			Brochure - 9" x 16" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.4300	\$1,075.0000	Yes	
15			Digital Copy for Website Posting	Digital	1		\$0.0000	No	
Flyers (See Sample Item No. 3 - Flyer)							\$325.1992		
16			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	\$0.1300	\$325.0000	Yes	
17			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1	\$0.1992	\$0.1992	Yes	QTY: 2500 x .1992 = \$498.00 LOT
18			Digital Copy for Website Posting	Digital	1		\$0.0000	No	
Business Cards (See Sample Item No. 4 - Business Card)							\$563.9900		
19			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	100	\$0.2499	\$24.9900	Yes	
20			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	500	\$0.0780	\$39.0000	Yes	
21			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1	\$0.0000	\$0.0000	Yes	NO CHARGE ADD QR TO BC
22			Online Portal Set-Up for Business Cards (Optional)	Digital	1	\$500.0000	\$500.0000	Yes	
Postcards (See Sample Item No. 5 - Postcard)							\$574.2200		
23			5.5" x 8.5" Postcard - 16 Point G2S Stock - 4-color - Double Sided	Postcard	1000	\$0.3490	\$349.0000	Yes	
24			Mailing Services - Postcards	Postcard	1000	\$0.2250	\$225.0000	Yes	
25			Standard Postage Rate	Postage	1	\$0.2200	\$0.2200	Yes	
26			Digital Copy for Website Posting	Digital	1		\$0.0000	No	
Banners (See Sample Item No. 6 - Banner)							\$18,790.0000		
27			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	\$55.0000	\$5,500.0000	Yes	
28			Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	\$65.0000	\$6,500.0000	Yes	
29			Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	\$115.0000	\$2,875.0000	Yes	Our Closest size is 23"x66" - FABRIC -OR- VINYL BANNER
30			Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	\$39.0000	\$975.0000	Yes	
31			Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	\$165.0000	\$1,650.0000	Yes	
32			Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Vertical - Full Color	Banner	10	\$129.0000	\$1,290.0000	Yes	
Signs (See Sample Item No. 7 - Sign)							\$5,950.0000		
33			Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	\$7.8000	\$1,950.0000	Yes	4MM Coroplast Signs, Full Color 1-Side Only, Includes Wire H-Stake

34		Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	\$16.0000	\$4,000.0000	Yes	4MM Coroplast Signs, Full Color 1-Side Only, Includes Wire H-Stake
Bound Books (See Sample Item No. 8 - Bound Book)						\$5,000.0000		
35		Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 370 pages)	Book	50	\$100.0000	\$5,000.0000	Yes	INCLUDES CUSTOM TABS, MYLAR
Apparel/Promotional Items						\$8,375.0000		
36		Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50	\$59.0000	\$2,950.0000	Yes	
37		Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25	\$129.0000	\$3,225.0000	Yes	
38		Cap - Mens/Womens - Carhartt Ashland Cap (or similar) - Black	Cap	25	\$35.0000	\$875.0000	Yes	
39		Ceramic Mug - 11oz - White - City Logo	Mug	50	\$7.0000	\$350.0000	Yes	
40		Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo	Bottle	50	\$19.5000	\$975.0000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Graphic Design Services							\$7,600.0000		
41			Graphic Design Services	Hour	80	\$95.0000	\$7,600.0000	Yes	
Misc Services/Fees							\$0.0000		
42			Expedited Service Fee	Fee	1	\$0.0000	\$0.0000	Yes	Based on Order Details and Time Frame.
43			Delivery Service Fee (See locations in Section 5.0 - Scope of Work)	Fee	1	\$0.0000	\$0.0000	Yes	Free Delivery
44			Set-Up/Installation Fee (Ex. Banner installation/Mounting and Removal)	Fee	1		\$0.0000	No	

Line Item Subtotals

Section Title		Line Total
Letters		\$8,150.2200
Newsletters (See Sample Item No. 1 - Newsletter)		\$39,760.1680
Brochures (See Sample Item No. 2 - Brochure)		\$1,564.2500
Flyers (See Sample Item No. 3 - Flyer)		\$325.1992
Business Cards (See Sample Item No. 4 - Business Card)		\$563.9900
Postcards (See Sample Item No. 5 - Postcard)		\$574.2200
Banners (See Sample Item No. 6 - Banner)		\$18,790.0000
Signs (See Sample Item No. 7 - Sign)		\$5,950.0000
Bound Books (See Sample Item No. 8 - Bound Book)		\$5,000.0000
Apparel/Promotional Items		\$8,375.0000
Graphic Design Services		\$7,600.0000
Misc Services/Fees		\$0.0000
Grand Total		\$96,653.0672

Agr No. 4142 - ACRO Printing, Inc (Final)

Final Audit Report

2023-09-28

Created:	2023-09-26
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvqmxQUhT6kRDhIrXO3kunZsry2uwJ3b

"Agr No. 4142 - ACRO Printing, Inc (Final)" History



Document created by Micah Herd (mherd@montebelloca.gov)

2023-09-26 - 1:02:11 PM GMT



Document emailed to Sean McAfee (sean@acroprinting.com) for signature

2023-09-26 - 1:02:55 PM GMT



Email viewed by Sean McAfee (sean@acroprinting.com)

2023-09-28 - 8:37:33 PM GMT



Document e-signed by Sean McAfee (sean@acroprinting.com)

Signature Date: 2023-09-28 - 8:37:51 PM GMT - Time Source: server



Agreement completed.

2023-09-28 - 8:37:51 PM GMT



Adobe Acrobat Sign

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4143
WITH ARTE PRINTING

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ARTE PRINTING (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires printing, graphic design, and mailing services; and

WHEREAS, the CITY solicited responses through an RFP process; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 23 – 8 for Printing, Graphic Design, and Mailing Services.
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Printing, Graphic Design, and Mailing Services in the City of Montebello (issue date June 9, 2023), 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

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

b. The VENDOR shall provide to the CITY all labor, equipment, materials and incidentals necessary to conduct 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 VENDOR shall be compensated for performance as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized billing statement to the CITY each month for services performed. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, unless terminated earlier as hereinafter provided. This agreement may be extended for two (2), one (1) year periods upon mutual, written agreement by both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The VENDOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the VENDOR 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.

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SECTION 5. WORK PRODUCT.

a. The VENDOR 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 VENDOR 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 VENDOR.

b. All data, documents, discussion, or other information developed or received by the VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the VENDOR 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 VENDOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the VENDOR 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 VENDOR, 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 VENDOR. The VENDOR 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 VENDOR shall only be entitled to the Compensation for those

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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 VENDOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the VENDOR the part of Compensation which would otherwise be payable to the VENDOR for services the VENDOR 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 VENDOR shall be reimbursed for any "non-refundable" costs that the VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that the VENDOR provides the CITY with adequate proof that the VENDOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the VENDOR for its performance of services under this Agreement. The VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

a. The VENDOR is and shall, at all times, remain as to the CITY a wholly independent VENDOR. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the VENDOR except as expressly set forth in this Agreement. The VENDOR 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 VENDOR 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 VENDOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the VENDOR, the VENDOR's employees or the VENDOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

c. The CITY shall not deduct from the Compensation paid to the VENDOR any sums required for Social Security, withholding taxes, FICA, state disability

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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 VENDOR. The CITY shall have no responsibility to provide the VENDOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The VENDOR 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 VENDOR's negligent or wrongful act, or omission under

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the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the VENDOR 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 VENDOR'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 VENDOR 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 VENDOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The VENDOR 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 VENDOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

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

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

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the VENDOR 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 VENDOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the VENDOR 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 VENDOR's insurance and shall not contribute with it.

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

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the VENDOR shall either reduce or

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eliminate the deductibles or self-insured retentions with respect to the CITY, or the VENDOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR 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 subcontractor, 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 VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR 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 subcontractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

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SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4143

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SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebelloca.gov

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: msolorza@montebelloca.gov

If to VENDOR: Arte Printing
Attn: Sean Mehr
829 Washington Boulevard
Montebello, CA 90640
(323) 728-1272
Email: sean@arteprinting.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The VENDOR covenants that it presently has no interest and shall not acquire any

PROFESSIONAL SERVICES AGREEMENT NO. 4143

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interest, direct or indirect, which may be affected by the services to be performed by the VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the VENDOR 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 VENDOR 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 VENDOR. The VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the VENDOR. 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]

PROFESSIONAL SERVICES AGREEMENT NO. 4143
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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

(“CITY”)

CITY OF MONTEBELLO

(“VENDOR”)

ARTE PRINTING

Saeed Radmehr

Saeed Radmehr (Sep 28, 2023 13:53 PDT)

Arlene Salazar, Acting City Manager

Saeed Radmehr, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 23 – 8 Dated July 19, 2023
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 23 - 8 Dated July 19, 2023

EXHIBIT "B"

Year 1	Effective Date – June 30, 2024	\$37,500 plus Additional \$25,000
Year 2	July 1, 2024 – June 30, 2025	\$50,000 plus Additional \$25,000
Year 3	July 1, 2025 – June 30, 2026	\$50,000 plus Additional \$25,000

Extension Options

Year 4	July 1, 2026 – June 30, 2027	\$50,000 plus Additional \$25,000
Year 5	July 1, 2027 – June 30, 2028	\$50,000 plus Additional \$25,000

"Additional \$25,000" annually can be added with City Manager approval.

Total Compensation Shall Not Exceed \$362,500

EXHIBIT "C"

Live Scan Fingerprinting Requirements

Prior to commencing services, the VENDOR may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The VENDOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The VENDOR must obtain a "Temporary VENDOR's Badge" issued by the City of Montebello Human Resources prior to performing work.



829 Washington Blvd.
Montebello, CA 90640

Tel: 323.728.1272
Fax: 323.728.2518
info@arteprinting.com

July 19, 2023

Michael Solorza
City of Montebello
1600 Beverly Boulevard
Montebello, California 90640

Dear Michael,

Thank you for the opportunity to respond to your project bid requests. We're ecstatic to continue to share our quality services and dedication with the City of Montebello like we have been for 31 years, as well with other local agencies, such as the Bell Gardens Police Department and the City of Pico Rivera.

Our bid proposal via PlanetBids includes our pricing and comments and what we understand are the needs for the various items you're looking to get printed. We are always open to modifying the specifications to adjust to any changes you need to make. Much of what we are bidding on we have done previously for the City of Montebello, so we're confident that we can deliver exactly what you need. We use both digital and traditional offset production, so we can handle a wide variety of projects, big and small.

We look forward to hearing from you and are available if there are any questions regarding our bids or our services.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Saeed Radmehr", written in a fluid, cursive style.

Saeed Radmehr
Owner



RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire

Business Name	Arté Printing
Business Address	829 Washington Boulevard, Montebello CA 90640
Business Phone Number	(323) 728-1272
Contact Person Name and Title	Saeed Radmehr, aka Sean Mehr - Owner
Contact Person Phone Number	(949) 910-2575
Contact Person Email Address	sean@arteprinting.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	Yes (license submitted)
2. How many years of experience do you have providing printing services?	Over 31 years, all in the city of Montebello
3. How many years of experience do you have providing graphic design services?	Over 13 years

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	City of Montebello Montebello Fire Dept. Montebello Police Dept. Bell Gardens Police Dept. City of Pico Rivera
6. Can you provide same day/expedited services?	Yes, on certain items we can provide same day or next day service, particularly low quantity orders
7. Do you have a web-based platform for submitting/receiving business card orders?	Yes, we can accept orders via email and we have also set up an online order form for City of Montebello's current business cards

Bid Results

Bidder Details

Vendor Name Arte Printing
Address 829 Washington Blvd.
Montebello, California 90640
United States
Respondee Saeed Radmehr
Respondee Title Owner
Phone 323-728-1272
Email sean@arteprinting.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 07/19/2023 3:51 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 335108
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
CityMontebello_LetterInterest.jpg	CityMontebello_LetterInterest.jpg	Response File
CityMontebello_Questionnaire.pdf	CityMontebello_Questionnaire.pdf	Vendor Questionnaire (Required)
PS_BusinessLicense2023.pdf	PS_BusinessLicense2023.pdf	City of Montebello Business License Certificate (Optional for Local Business Preference)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							\$15,220.0000		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided	Letter	5000	\$0.0600	\$300.0000	Yes	
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided	Letter	5000	\$0.0800	\$400.0000	Yes	
3			8.5" x 11" Paper - 24# WW Regular - Black & White - Double Sided	Letter	6000	\$0.0600	\$300.0000	Yes	
4			8.5" x 11" Paper - 24# WW Regular - Color - Double Sided	Letter	6000	\$0.0800	\$400.0000	Yes	
5			#10 Envelopes	Envelop	20000	\$0.0810	\$1,620.0000	Yes	
6			Mailing Services - Letters	Letter	20000	\$0.0480	\$980.0000	Yes	Consists of inserting single sheet into envelope, sealing and labeling/preparing for mailing, postage excluded
7			Standard Postage Rate	Postage	1	\$11,220.0000	\$11,220.0000	Yes	Estimate only, final price based on bulk shipping weight, based on delivering 20,000 pieces at once
8			Digital Copy for Website Posting	Digital	1	\$0.0000	\$0.0000	Yes	Automatically generated if we are doing the designing, no charge for digital copy
Newsletters (See Sample Item No. 1 - Newsletter)							\$68,000.0000		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 12 Pages - Full Color/Full Bleed on 60lb Paper - Gloss	Newsletter	80000	\$0.7300	\$58,400.0000	Yes	Price based on 4 quarterly runs of 20,000
10			Mailing Services - Newsletter	Newsletter	80000	\$0.0450	\$3,600.0000	Yes	Consists of preparing newsletter for mailing, postage excluded
11			Postage - Standard Rate	Postage	1	\$4,000.0000	\$4,000.0000	Yes	Estimate only, final price based on bulk shipping weight, based on delivering approx. 20,000 pieces at once
12			Digital Copy for Website Posting	Digital	1	\$0.0000	\$0.0000	Yes	Automatically generated if we are doing the designing, no charge for digital copy
Brochures (See Sample Item No. 2 - Brochure)							\$800.0000		
13			Brochure - 8.5" x 11" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.1200	\$300.0000	Yes	100# Gloss Text with AQ coating
14			Brochure - 8" x 16" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.2400	\$600.0000	Yes	100# Gloss Text with AQ coating
15			Digital Copy for Website Posting	Digital	1	\$0.0000	\$0.0000	Yes	Automatically generated if we are doing the designing, no charge for digital copy
Flyers (See Sample Item No. 3 - Flyer)							\$390.0000		
16			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	\$0.0500	\$125.0000	Yes	100# Gloss Text with AQ coating as per the Q&A docs
17			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1	\$285.0000	\$285.0000	Yes	100# Gloss Text with AQ coating as per the Q&A docs, price based on quantity of 2,500 (not specified in request but mentioned in Q&A)
18			Digital Copy for Website Posting	Digital	1	\$0.0000	\$0.0000	Yes	Automatically generated if we are doing the designing, no charge for digital copy
Business Cards (See Sample Item No. 4 - Business Card)							\$122.0000		
19			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	100	\$0.3000	\$30.0000	Yes	
20			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	500	\$0.0920	\$46.0000	Yes	
21			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1	\$46.0000	\$46.0000	Yes	Based on quantity of 500 cards
22			Online Portal Set-Up for Business Cards (Optional)	Digital	1	\$0.0000	\$0.0000	Yes	Already set up for existing City of Montebello business card
Postcards (See Sample Item No. 5 - Postcard)							\$890.0000		
23			5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	\$0.1480	\$148.0000	Yes	
24			Mailing Services - Postcards	Postcard	1000	\$0.3380	\$338.0000	Yes	Consists of labeling, sorting and delivering to USPS, postage excluded
25			Standard Postage Rate	Postage	1	\$404.0000	\$404.0000	Yes	Estimate only, final price based on bulk shipping weight
26			Digital Copy for Website Posting	Digital	1	\$0.0000	\$0.0000	Yes	Automatically generated if we are doing the designing, no charge for digital copy
Banners (See Sample Item No. 6 - Banner)							\$13,689.7500		
27			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	\$39.8000	\$3,980.0000	Yes	Banner with printing only, material is 18oz blackout vinyl made for pole banners
28			Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	\$52.5500	\$5,255.0000	Yes	Mounting hardware only, installation not available

29		Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	\$78.2500	\$1,956.2500	Yes	Standard banner size is 23" x 66", includes aluminum base with feet and support pole, plus carrying bag
30		Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	\$22.7000	\$567.5000	Yes	Price is for one-sided printing, two-sided available for request
31		Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	\$110.9000	\$1,109.0000	Yes	Price is for one-sided printing, two-sided available for request
32		Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Vertical - Full Color	Banner	10	\$82.8000	\$828.0000	Yes	Price is for one-sided printing, two-sided available for request
Signs (See Sample Item No. 7 - Sign)						\$3,507.5000		
33		Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	\$2.6500	\$662.5000	Yes	Two-sided printing on 4mm coroplast, includes mounting clips
34		Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	\$11.3800	\$2,845.0000	Yes	Two-sided printing on 4mm coroplast, includes 30" H-wire
Bound Books (See Sample Item No. 8 - Bound Book)						\$3,492.0000		
35		Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 370 pages)	Book	50	\$69.8400	\$3,492.0000	Yes	Printing on inside sheets is full-color with no bleeds, based on 8.5" x 11" finished size according to Q&A doc
Apparel/Promotional Items						\$0.0000		
36		Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50		\$0.0000	No	
37		Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25		\$0.0000	No	
38		Cap - Mens/Womens - Carhartt Ashland Cap (or similar) - Black	Cap	25		\$0.0000	No	
39		Ceramic Mug - 11oz - White - City Logo	Mug	50		\$0.0000	No	
40		Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo	Bottle	50		\$0.0000	No	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Graphic Design Services							\$3,840.0000		
41			Graphic Design Services	Hour	80	\$48.0000	\$3,840.0000	Yes	
Misc Services/Fees							\$0.0000		
42			Expedited Service Fee	Fee	1	\$0.0000	\$0.0000	Yes	No charge
43			Delivery Service Fee (See locations in Section 5.0 - Scope of Work)	Fee	1	\$0.0000	\$0.0000	Yes	No charge, we are local
44			Set-Up/Installation Fee (Ex. Banner Installation/Mounting and Removal)	Fee	1	\$0.0000	\$0.0000	Yes	N/A

Line Item Subtotals

Section Title	Line Total
Letters	\$15,220.0000
Newsletters (See Sample Item No. 1 - Newsletter)	\$66,000.0000
Brochures (See Sample Item No. 2 - Brochure)	\$900.0000
Flyers (See Sample Item No. 3 - Flyer)	\$390.0000
Business Cards (See Sample Item No. 4 - Business Card)	\$122.0000
Postcards (See Sample Item No. 5 - Postcard)	\$890.0000
Banners (See Sample Item No. 6 - Banner)	\$13,689.7500
Signs (See Sample Item No. 7 - Sign)	\$3,507.5000
Bound Books (See Sample Item No. 8 - Bound Book)	\$3,492.0000
Apparel/Promotional Items	\$0.0000
Graphic Design Services	\$3,840.0000
Misc Services/Fees	\$0.0000
Grand Total	\$108,051.2500

Agr No. 4143 - Arte Printing (Final)

Final Audit Report

2023-09-28

Created:	2023-09-26
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUVjew_JercWSILISv5jWV8BgGSy97FB

"Agr No. 4143 - Arte Printing (Final)" History



Document created by Micah Herd (mherd@montebelloca.gov)

2023-09-26 - 1:10:37 PM GMT



Document emailed to Saeed Radmehr (sean@arteprinting.com) for signature

2023-09-26 - 1:13:34 PM GMT



Email viewed by Saeed Radmehr (sean@arteprinting.com)

2023-09-28 - 8:52:50 PM GMT



Document e-signed by Saeed Radmehr (sean@arteprinting.com)

Signature Date: 2023-09-28 - 8:53:25 PM GMT - Time Source: server



Agreement completed.

2023-09-28 - 8:53:25 PM GMT



Adobe Acrobat Sign

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4144
WITH GEOGRAPHICS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and GEOGRAPHICS (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires printing, graphic design, and mailing services;
and

WHEREAS, the CITY solicited responses through an RFP process; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 23 – 8 for Printing, Graphic Design, and Mailing Services.
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Printing, Graphic Design, and Mailing Services in the City of Montebello (issue date June 9, 2023), 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

PROFESSIONAL SERVICES AGREEMENT NO. 4144

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

b. The VENDOR shall provide to the CITY all labor, equipment, materials and incidentals necessary to conduct 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 VENDOR shall be compensated for performance as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized billing statement to the CITY each month for services performed. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, unless terminated earlier as hereinafter provided. This agreement may be extended for two (2), one (1) year periods upon mutual, written agreement by both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The VENDOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the VENDOR 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.

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SECTION 5. WORK PRODUCT.

a. The VENDOR 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 VENDOR 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 VENDOR.

b. All data, documents, discussion, or other information developed or received by the VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the VENDOR 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 VENDOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the VENDOR 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 VENDOR, 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 VENDOR. The VENDOR 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 VENDOR shall only be entitled to the Compensation for those

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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 VENDOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the VENDOR the part of Compensation which would otherwise be payable to the VENDOR for services the VENDOR 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 VENDOR shall be reimbursed for any "non-refundable" costs that the VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that the VENDOR provides the CITY with adequate proof that the VENDOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the VENDOR for its performance of services under this Agreement. The VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

a. The VENDOR is and shall, at all times, remain as to the CITY a wholly independent VENDOR. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the VENDOR except as expressly set forth in this Agreement. The VENDOR 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 VENDOR 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 VENDOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the VENDOR, the VENDOR's employees or the VENDOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

c. The CITY shall not deduct from the Compensation paid to the VENDOR any sums required for Social Security, withholding taxes, FICA, state disability

PROFESSIONAL SERVICES AGREEMENT NO. 4144

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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 VENDOR. The CITY shall have no responsibility to provide the VENDOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The VENDOR 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 VENDOR's negligent or wrongful act, or omission under

PROFESSIONAL SERVICES AGREEMENT NO. 4144

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the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the VENDOR 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 VENDOR'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 VENDOR 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 VENDOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The VENDOR 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 VENDOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

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

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

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the VENDOR 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 VENDOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the VENDOR 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 VENDOR's insurance and shall not contribute with it.

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

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the VENDOR shall either reduce or

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eliminate the deductibles or self-insured retentions with respect to the CITY, or the VENDOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR 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 subcontractor, 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 VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR 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 subcontractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION: GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

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SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

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SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebelloca.gov

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: msolorza@montebelloca.gov

If to VENDOR: Geographics
Attn: Nicole Beale
4178 Chestnut Street
Riverside, CA 92501
(951) 369-1564
Email: inbox@geomail.info

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The VENDOR covenants that it presently has no interest and shall not acquire any

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interest, direct or indirect, which may be affected by the services to be performed by the VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the VENDOR 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 VENDOR 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 VENDOR. The VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the VENDOR. 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]

PROFESSIONAL SERVICES AGREEMENT NO. 4144

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

("CITY")

("VENDOR")

CITY OF MONTEBELLO

GEOGRAPHICS



Nicole Beale (Sep 26, 2023 07:28 PDT)

Arlene Salazar, Acting City Manager

Nicole Beale, Partner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 23 – 8 Dated July 20, 2023
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 23 - 8 Dated July 20, 2023

EXHIBIT "B"

Year 1	Effective Date – June 30, 2024	\$60,000 plus Additional \$25,000
Year 2	July 1, 2024 – June 30, 2025	\$80,000 plus Additional \$25,000
Year 3	July 1, 2025 – June 30, 2026	\$80,000 plus Additional \$25,000

Extension Options

Year 4	July 1, 2026 – June 30, 2027	\$80,000 plus Additional \$25,000
Year 5	July 1, 2027 – June 30, 2028	\$80,000 plus Additional \$25,000

"Additional \$25,000" annually can be added with City Manager approval.

Total Compensation Shall Not Exceed \$505,000

EXHIBIT "C"

Live Scan Fingerprinting Requirements

Prior to commencing services, the VENDOR may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The VENDOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The VENDOR must obtain a "Temporary VENDOR's Badge" issued by the City of Montebello Human Resources prior to performing work.

CITY OF MONTEBELLO PRINTING, GRAPHIC DESIGN, AND MAILING SERVICES

RFP NO. 23 – 8



ADDRESS

4178 Chestnut Street
Riverside, CA 92501

CONTACT

(951) 369-1564
nicole@geocreativelab.com



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COVER LETTER

July 20, 2023

City of Montebello
Finance Department
Attn: Micah Herd
1600 West Beverly Boulevard
Montebello, CA 90640

Geographics is pleased to submit its proposal and qualifications in response to your Request for Proposal, Printing, Graphic Design, and Mailing Services.

We want to thank you for the opportunity to bid on this project. At Geographics, we work with you and your staff to create effective communications through aesthetically appealing and intentional design solutions. We have the time, personnel and resources to provide most tasks and activities in the Scope of Work, and will not use subconsultants for any of the tasks.

Geographics is an award-winning agency that is a registered DBE/WBE/SBE located in Riverside, California for the past 40 years. As strong believers in public information helping to build communities, we know we can help the City of Montebello reach a broader audience to make sure residents understand how the City is delivering opportunities and options. As a firm that serves public agencies, we are fully aware of the financial constraints facing local government. As a result, we have worked very hard to provide highly competitive pricing while preserving quality.

We can provide individualized attention and focused cost control. We would welcome the opportunity to work with you.

We accept all terms and conditions of the proposal.

If you have any questions, I would be happy to answer them. Thank you for your consideration.



Nicole Beale
Partner at Geographics

Geographics
4178 Chestnut Street • Riverside, CA 92501 • 951-369-1564 • 951-369-8837 (fax)
nicole@geocreativelab.com

GeoCreativeLab.com

Project *Approach*



Geographics is committed to client satisfaction and meeting or exceeding expectations with thorough quality control. We have the capacity to problem-solve, meet deadlines and the framework for approaching that process. The following process is a brief example of how we intend to help you grow for the future.

Geographics understand that the City of Montebello's needs are large and diverse and vary from printing, graphic design and other similar services.



Project Management & Schedule

A project manager is assigned to the client. Once the project parameters are established, the project manager sets up a calendar that lists goals and needs for the client and Geographics. If the design is new, a design brief is created that lists the parameters for the project, the content and theme, budget, timeline, and reveals the overall goals for the piece. On projects where we have direct contact with the printer and mailhouse, we will communicate with them to make sure their schedules and material availability match our calendar. This ensures that the project is completed on time and within budget.



Concept

Initial development and design of the piece. One to two concepts will be presented depending on the needs required.



Design

Once the concept is chosen, the piece is fully designed and includes any provided stock art and photography. Approximately 3 rounds of revisions are needed for approval.



Content

If content creation or copywriting is required, our copywriter gathers all information while the design is happening simultaneously. An outline is presented for approval and then content is written for the entire piece.



Delivery

A review of final files for style and graphic correctness, pre-press (we check for ink coverage, bleeds, resolutions, etc) and an error check is conducted. We review and verify delivery and packing instructions, and lastly, provide a PDF for your files.

Similar *Projects*



Project

2004-Current

Upland Today Magazine
(includes copywriting,
printing, mailing, photography)

One Year: \$95,053

Activity Guide, City Magazine, Social
Media ads, Copywriting, Logos,
Photography, etc.

Reference/Client

City of Upland

Stacey Guzman

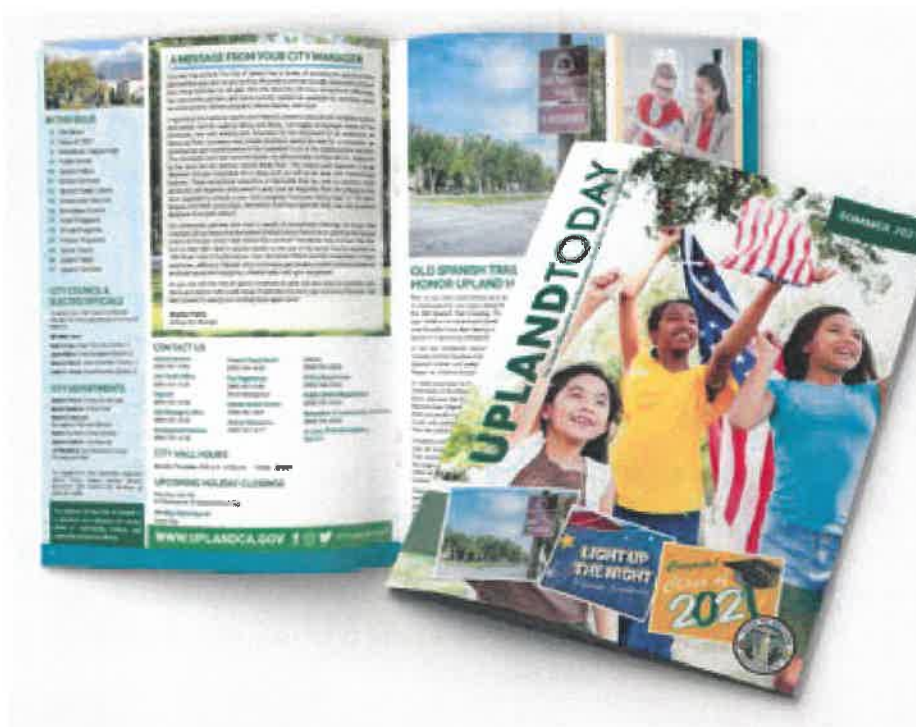
City of Upland Recreation & Community Services Division

1370 N. Benson Ave., Upland, CA 91786

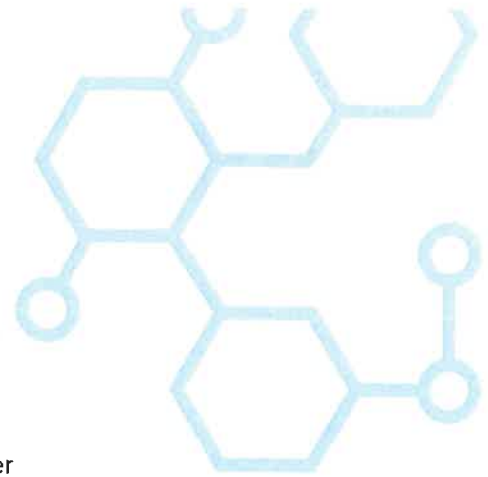
SGuzman@ci.upland.ca.us | (909) 931-4289

Description

A quarterly community publication, *Upland Today* serves as a communication tool that makes sure residents understand how their City government is serving their community. We wanted to ensure that the community would be able to easily distinguish city news from recreation classes, as there were clearly two distinct, though overlapping markets of readers to reach. For readers who were primarily looking for recreation classes, it was important that content is easily navigated and cleanly organized. For those seeking community news, it is important that content be presented as feature stories and conform to the “who, what, when, where, why” of journalism.



Similar *Projects*



Project

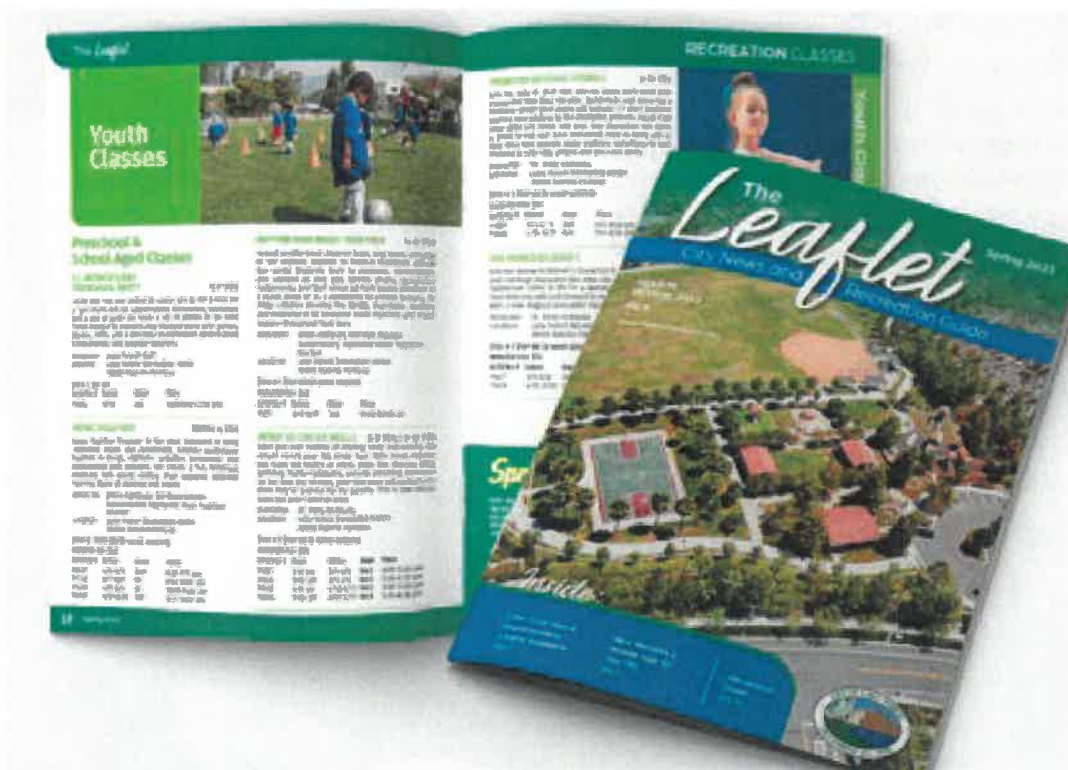
2022-present
Activity Guide, City Magazine
\$70,087

Reference/Client

City of Lake Forest
Victoria Blethen
Recreation Program Manager
(949-273-6960 • VBlethen@lakeforestca.gov
100 Civic Center Dr., Lake Forest, CA 92630

Description

A tri-annual community publication, *The Leaflet* serves as a communication tool for residents to see what events, activities, and programs are happening in the community. We wanted to ensure an ease of use when identifying City departments, and sectioned the magazine into cohesive groups and labeled each section accordingly. Many events are created as eye-catching ads for each department, which in turn can also be used as flyers for that department's marketing needs.



Similar *Projects*



Project

1991-Ongoing
Recurring Contract
5 year total - \$4,070,000

Reference/Client

Ariel Alcon Tapia
Sr. Management Analyst, External Affairs
951-787-7141 · Aalcontapia@rctc.org
4080 Lemon Street, 3rd Floor
P.O. Box 12008 · Riverside, CA 92502-2208

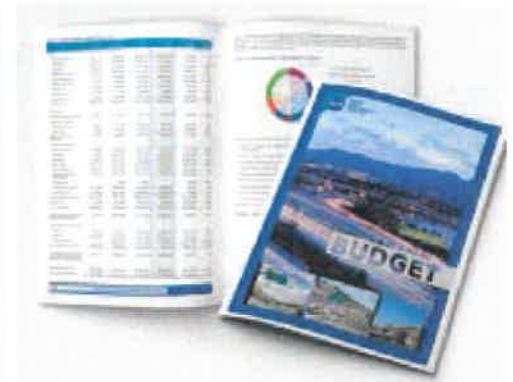
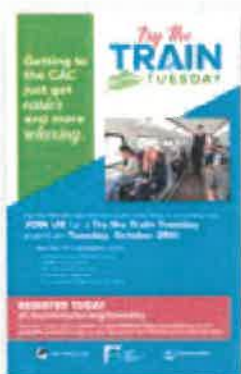
Budgets, Annual Reports, Flyers, Brochures, E-newsletters, Fact Sheets, Infographics, Maps, Invitations, Photography, etc.

Description

Geographics works closely with Commission staff to develop and implement the Commission's external communication program and other departmental outreach efforts. Work includes recommending appropriate public information strategies and marketing themes along with methods of outreach for specific target audiences, incorporating the use of social media.

Marketing and advertising services for this client include design, copywriting, translation, and printing. Geographics produces and prints final artwork for annual and financial reports, brochures, newsletters, flyers, press releases, marketing campaigns, promotional items, audio visual and multimedia materials, social media, broadcast and print advertisements, online media buys, electronic billboards, display boards, office graphics, signs, billboards and display booths.

Working with several departments within an agency always has its challenges. Over time, our process has been streamlined so all initial requests go through a single contact person. This helps to keep everyone on the same page in regard to scheduling, deadlines, and budget management.



References

**“Information is only useful
when it can be understood.”**

– Muriel Cooper

City of Upland

2005 - present

Stacey Guzman

Recreation Coordinator

909-931-4289 • SGuzman@ci.upland.ca.us

651 W. 15th Street, Upland, CA 91786

*Activity Guide, City Magazine, Social Media ads,
Copywriting, Logos, Photography, etc.*

Anaheim Transportation Network

2016 - present

Chris Nuccio

Sales and Product Development Manager

714-563-5287 • CNuccio@atnetwork.org

1354 S Anaheim Blvd., Anaheim, CA 92805

*Ads, Maps, Branding (including sub-brands),
Graphic Assets, Vehicle Wraps, Key Cards, etc.*

City of Lake Forest

2022 - present

Victoria Blethen

Recreation Program Manager

(949-273-6960 • VBlethen@lakeforestca.gov

100 Civic Center Dr., Lake Forest, CA 92630

Activity Guide, City Magazine

Riverside County Transportation Commission (RCTC) • 1991 - present

Ariel Alcon Tapia

Sr. Management Analyst, External Affairs

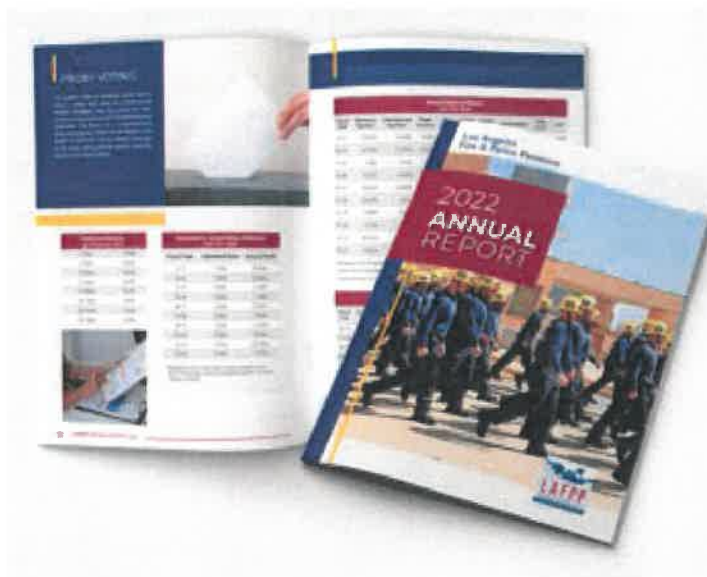
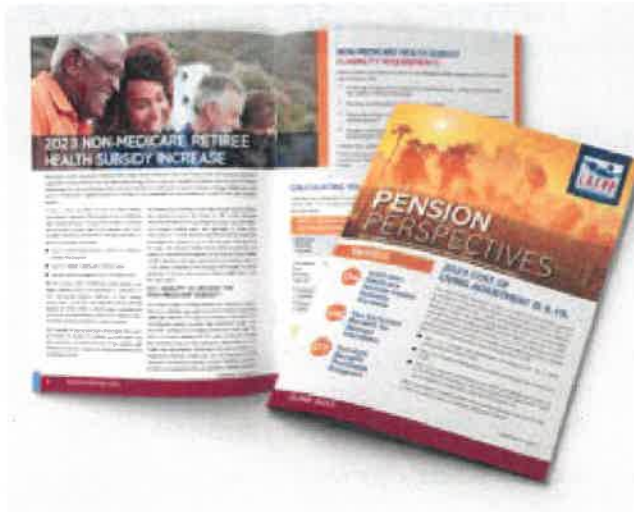
951-787-7141 • Aalcontapia@rctc.org

4080 Lemon Street, 3rd Floor

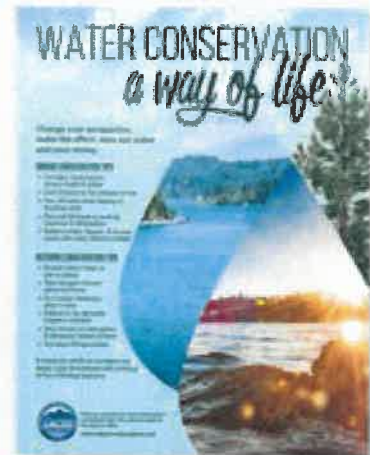
P.O. Box 12008 • Riverside, CA 92502-2208

*Budgets, Annual Reports, Flyers, Brochures,
E-newsletters, Fact Sheets, Infographics, Maps,
Invitations, Photography, etc.*

Relevant *Projects*



Relevant Projects



TUS NECESIDADES SON IMPORTANTES

Hacer preguntas o buscar ayuda para la salud mental no es egoísta—es ser esencial.

MENTAL MATTERS

Inicia la conversación—Hablemos de salud mental.

Acuérdese, te merece ser la mejor versión de ti misma, y estar bien cuidada también.

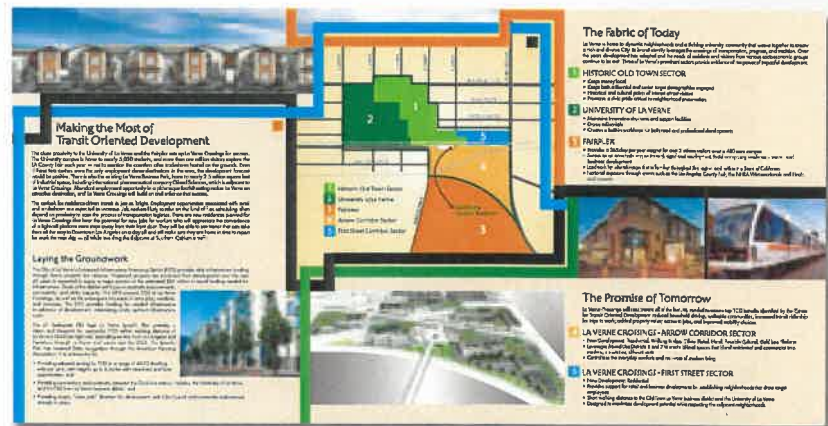
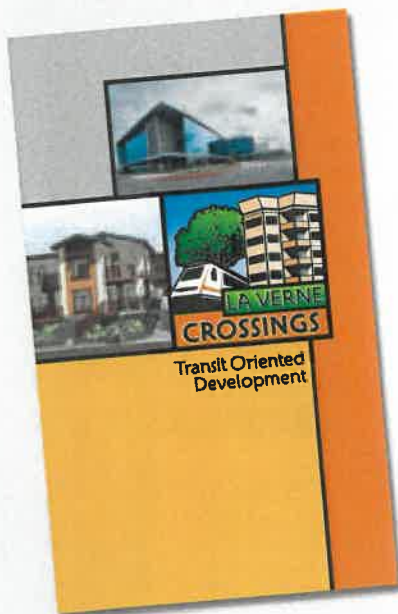
Para más información y materiales, visite **WWW.HEALTHYRC.COM**

Miembros de la comunidad de Rancho Cucamonga identificaron la salud mental como una prioridad de salud importante para Healthy RC.

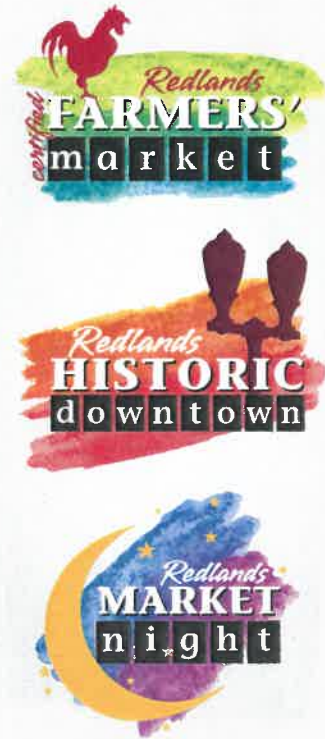
Relevant *Projects*



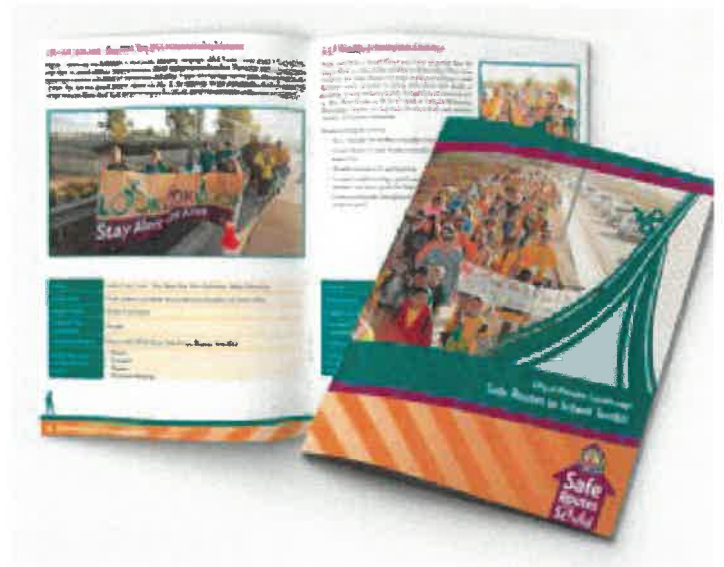
Relevant Projects



Relevant Projects



Relevant *Projects*



Portfolio

You can visit our website to view a variety of work samples.

www.GeoCreativeLab.com

Conflict of *Interest*



I, Nicole Beale, Partner at Geographics, certifies that Geographics has no financial, business, or other relationship with the City of Montebello that may have an impact upon the selection process.

INTRODUCTION

Profile



Geographics
A CREATIVE LAB



Services

- Graphic Design
- Copywriting | Content Creation
- Branding | Logo Design
- Photography
- Digital Communications
- Signage
- Interpretive | Outdoor HPL Panels
- Advertising
- Printing
- Vehicle Wraps
- and so much more

Overview

Geographics serves a large variety of public service agency clients with professional services for the development and implementation of public information, economic development, branding and communications programs.

- Founded in 1983
- Certified WBE/DBE/SBE
- Partnership
- 1 Office, Located in Riverside County
- 5 Employees
- Over 65 Advertising/Marketing Awards

Geographics is a debt-free company and has never had a contract terminated or canceled. Geographics and its partners have had no convictions or indictments.



Philosophy

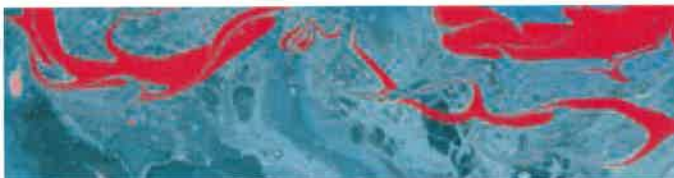
Geographics is a boutique firm with all of the capabilities of a larger agency. We act as an advocate in completing your goals, bringing all of the resources of a full service communications agency to the table—without the expense of this depth of service. We strive to maximize communications while employing the most cost-effective approaches to design and production. We

support our clients with essential knowledge and the tools needed to promote their brand and product, and create solutions to meet their advertising and marketing needs.

We take pride in delivering only the best. We're an agency born out of a passion to make great products. We have the dexterity and flexibility to handle whatever marketing initiative your business needs, no matter your business.

INTRODUCTION

Qualifications



Experience

The majority of our clients are in the public sector, with the balance comprised of associated professional service organizations such as architects, engineers, nonprofits, financial, and educational institutions.

Geographics' vision is to contribute to vibrancy and growth throughout California by advancing its commerce and communities. **Our mission is to empower our clients by giving their brands voices that speak as loudly as possible.** We endeavor to evoke those voices through careful strategy and flawless execution.

Geographics' approach to creating City publications that are as effective at communicating as they are cost-saving is multi-faceted:

- **We prescribe a scope of work that not only meets the needs expressed by the client, but also includes our professional recommendations for photography.**
- **Finally, we execute the scope and provide an outstanding finished product that is on time and on budget.**

We take on the task of stewarding deadlines and maintaining attention to detail so that our clients are free to focus on their work.

Clients

GOVERNMENTS

City of Chino	City of Covina
City of Fullerton	City of Lake Forest
City of La Verne	City of Norco
City of Rancho Cucamonga	
City of Upland	City of West Covina
Riverside County	

EDUCATION

California State University, Fullerton
University of California, Davis
University of California, Riverside

PUBLIC UTILITIES

Eastern Municipal Water District
Lake Arrowhead Community Services District
Western Municipal Water District

TRANSPORTATION AGENCIES

Riverside County Transportation Commission
San Bernardino Associated Governments

OUR TEAM



Our Expert Team

Managers are responsible for art direction and are hands-on for every project with all team members contributing freely to the creative process.

The following staff members will be assigned to perform the work covered in this RFP.



LISA VAN OLDEN

Creative Director, Designer

Skills Art Direction, Creative Conceptualization, Branding, Wayfinding and Monument Sign Design

Education Bachelor of Arts, California State Polytechnic University, Pomona
Major: Graphic Design
Minor: Architecture

Experience Twenty-seven years

Projects RCTC, Riverside, IE511, Mountain View, Norco Rancho Cucamonga

Roles

- Client Negotiations
- Project Management
- Day-to-Day Contact
- Design and Production
- Quality Assurance



NICOLE BEALE

Project Manager, Designer, Photographer

Skills Project Management
Content Creation, Creative Conceptualization, Brand Design, Print Collateral Design & Development

Education Bachelor of Arts, California State Polytechnic University, Pomona
Major: Graphic Design
Minor: Photography
University of California, Irvine
Minor: Internet Marketing

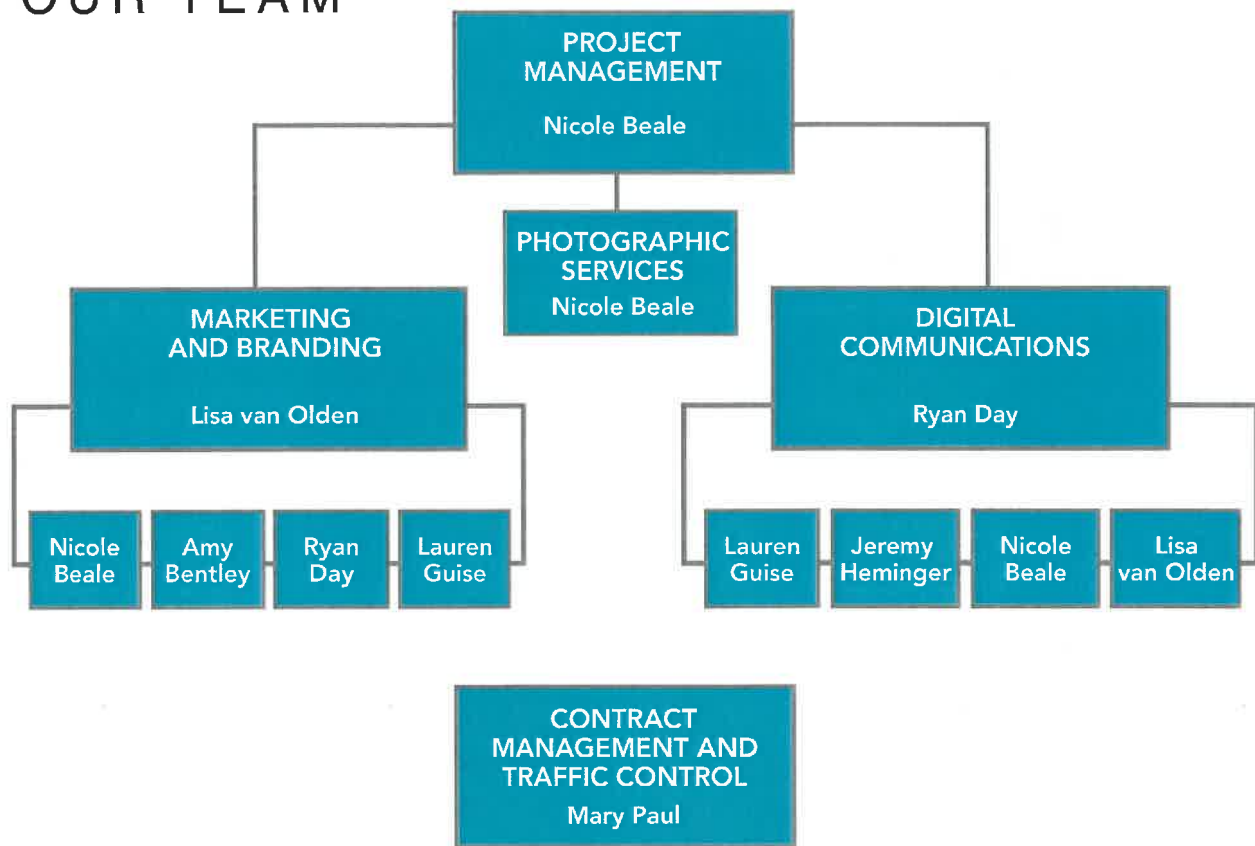
Experience Twenty-four years

Projects Upland, Yucaipa, Chino, UC Davis, LACSD, So Cal Mountains Foundation

Roles

- Project Management
- Day-to-Day Contact
- Design and Production
- Quality Assurance

OUR TEAM



AMY BENTLEY

Copywriting, Content Creation

Skills Copywriting, Journalism, Multimedia, Creative Advertising, Internet/Social Content, Publishing, Editing

Education Bachelor's—Business Administration, University of Redlands

Experience Twenty years

Projects Yucaipa, RCTC, Southern California Mountains Foundation



RYAN DAY

Marketing Strategist, Social Media Manager

Skills Social Media, Digital Marketing, Content Strategy, Email Marketing, SEO, Google AdWords

Education Bachelor of Arts—Communications, Flagler College

Experience Seventeen years

Projects Riverside Downtown Partnership, Love146, Big Cat Country

Fee Schedule



Graphic Design	\$85/hr
Graphics Production	\$85/hr
Illustration	\$85/hr
Project Management/Coordination	\$108/hr
Content Development/Copywriting	\$108/hr
Photography/Multimedia Production	\$108/hr
Stock Photography-Basic	Free-\$4 per photo
Stock Photography-Special	\$40 per photo
Digital Imaging: Photo Processing/Digital Handling	\$85/hr
Web Development and Programming	\$139/hr

No additional charges for telephone consultation, overtime and rush requests.
Hourly rates are billed in 15-minute increments.

Print Budget

City of Montebello

Line Items for Project Printing, Graphic Design, and Mailing Services (RFP 23-8)

Issued on 06/09/2023

Bid Due on July 20, 2023 11:00 AM (PDT)

Exported on 07/13/2023

In most cases, printing is printed on "green paper"—virgin pulp derived from sustainably managed forests. Environmentally friendly printing inks are also used.

**Taxes and delivery not included*

Item #	Section	Item Description	Unit of Measure	Quantity	Geographics	Notes/Revisions
1	Letters	8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided	Letter	5000	\$512.00	
2	Letters	8.5" x 11" Paper - 60# Uncoated - Color - Double Sided	Letter	5000	\$378.00	
3	Letters	8.5" x 11" Paper - 24# WW Regular - Black & White - Double Sided	Letter	5000	\$519.00	
4	Letters	8.5" x 11" Paper - 24# WW Regular - Color - Double Sided	Letter	5000	\$706.00	
5	Letters	#10 Envelopes	Envelop	20000	\$2,052.00	
6	Letters	Mailing Services - Letters	Letter	20000		
7	Letters	Standard Postage Rate	Postage	1	.33/.38	
8	Letters	Digital Copy for Website Posting	Digital	1	\$42.50	
9	Newsletters	11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 12 Pages - Full Color/Full Bleed on 60lb Paper - Gloss	Newslet-ter	80000	\$20,312.00	
10	Newsletters	Mailing Services - Newsletter	Newslet-ter	80000	\$2,524	
11	Newsletters	Postage - Standard Rate	Postage	1	33/.38	
12	Newsletters	Digital Copy for Website Posting	Digital	1	\$42.50	
13	Brochures	Brochure - 8.5" x 11" - Tri-Fold - Premium Paper Thickness - Glossy - Full Colo	Brochure	2500	\$322.00	100# gloss text
14	Brochures	Brochure - 9" x 16" - Tri-Fold - Premium Paper Thickness - Glossy - Full Colo	Brochure	2500	\$693.00	100# gloss text
15	Brochures	Digital Copy for Website Posting	Digital	1	\$42.50	
16	Flyers	Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	\$126.00	100# gloss text
17	Flyers	Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	2500	\$280.00	100# gloss text
18	Flyers	Digital Copy for Website Posting	Digital	1	\$42.50	
19	Business Cards	2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	100	\$32.00	16pt with matte coating. 250 min.
20	Business Cards	2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	500	\$42.00	16pt with matte coating.
21	Business Cards	QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	250	\$72.00	2x2 suggested
22	Business Cards	Online Portal Set-Up for Business Cards (Optional)	Digital	1	n/a	

23	Postcards	5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	\$168.00	
24	Postcards	Mailing Services - Postcards	Postcard	1000	\$481	
25	Postcards	Standard Postage Rate	Postage	1	33/.38	
26	Postcards	Digital Copy for Website Posting	Digital	1	\$42.50	
27	Banners	Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	\$5,060.00	most hardware can be reused 24" x 68" w/ hardware
28	Banners	Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	\$7,763.00	
29	Banners	Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	\$2,660.00	
30	Banners	Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	\$1,495.00	
31	Banners	Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	\$2,990.00	
32	Banners	Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Vertical - Full Color	Banner	10	\$2,243.00	
33	Signs	Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	\$644.00	
34	Signs	Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	\$1,648.00	
35	Bound Books	Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 370 pages)	Book	50		
36	Apparel/ Promotional Items	Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50		
37	Apparel/ Promotional Items	Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25		
38	Apparel/ Promotional Items	Cap - Mens/Womens - Carhartt Ashland Cap (or similar) - Black	Cap	25		
39	Apparel/ Promotional Items	Ceramic Mug - 11oz - White - City Logo	Mug	50		
40	Apparel/ Promotional Items	Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo	Bottle	50		
41	Graphic Design Services	Graphic Design Services	Hour	80	\$6,800.00	\$85/per hour
42	Misc Services/ Fees	Expedited Service Fee	Fee	1		
43	Misc Services/ Fees	Delivery Service Fee (See locations in Section 5.0 - Scope of Work)	Fee	1		
44	Misc Services/ Fees	Set-Up/Installation Fee (Ex. Banner Installation/ Mounting and Removal)	Fee	1	\$4,083.00	banner install
45	Misc Services/ Fees	Project Management/Coordination	Fee	1	\$108.00	



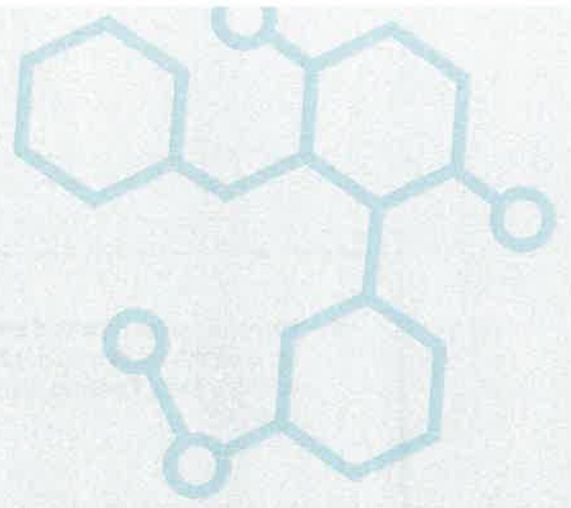
RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire

Business Name	Geographics
Business Address	4178 Chestnut St., Riverside, CA 92501
Business Phone Number	951-369-1564
Contact Person Name and Title	Nicole Beale Partner
Contact Person Phone Number	951-369-1564
Contact Person Email Address	nicole@geocreativelab.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	No
2. How many years of experience do you have providing printing services?	20+ years
3. How many years of experience do you have providing graphic design services?	25+ years

4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	SBCTA, RCTC, Lake Forest, Upland
6. Can you provide same day/expedited services?	Yes
7. Do you have a web-based platform for submitting/receiving business card orders?	No



4178 Chestnut Street
Riverside | CA | 92501

(951) 369-1564

inbox@geomail.info

www.GeoCreativeLab.com



23	Postcards	5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	\$168.00	
24	Postcards	Mailing Services - Postcards	Postcard	1000	\$481	
25	Postcards	Standard Postage Rate	Postage	1	33/.38	
26	Postcards	Digital Copy for Website Posting	Digital	1	\$42.50	
27	Banners	Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	\$5,060.00	most hardware can be reused 24" x 68" w/ hardware
28	Banners	Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	\$7,763.00	
29	Banners	Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	\$2,660.00	
30	Banners	Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	\$1,495.00	
31	Banners	Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	\$2,990.00	
32	Banners	Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Vertical - Full Color	Banner	10	\$2,243.00	
33	Signs	Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	\$644.00	
34	Signs	Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	\$1,648.00	
35	Bound Books	Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 370 pages)	Book	50		
36	Apparel/ Promotional Items	Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50	\$579.00	
37	Apparel/ Promotional Items	Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25		
38	Apparel/ Promotional Items	Cap - Mens/Womens - Carhart Ashland Cap (or similar) - Black	Cap	25	\$294.00	
39	Apparel/ Promotional Items	Ceramic Mug - 11oz - White - City Logo	Mug	50	\$308.00	
40	Apparel/ Promotional Items	Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo	Bottle	50		
41	Graphic Design Services	Graphic Design Services	Hour	80	\$6,800.00	\$85/per hour
42	Misc Services/ Fees	Expedited Service Fee	Fee	1		banner install
43	Misc Services/ Fees	Delivery Service Fee (See locations in Section 5.0 - Scope of Work)	Fee	1		
44	Misc Services/ Fees	Set-Up/Installation Fee (Ex. Banner Installation/ Mounting and Removal)	Fee	1	\$4,083.00	
45	Misc Services/ Fees	Project Management/Coordination	Fee	1	\$85.00	



RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire

Business Name	Geographics
Business Address	4178 Chestnut St., Riverside, CA 92501
Business Phone Number	951-369-1564
Contact Person Name and Title	Nicole Beale Partner
Contact Person Phone Number	951-369-1564
Contact Person Email Address	nicole@geocreativelab.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	No
2. How many years of experience do you have providing printing services?	20+ years
3. How many years of experience do you have providing graphic design services?	25+ years

Bid Results

Bidder Details

Vendor Name Geographics
Address 4178 Chestnut St
Riverside, California 92501
United States
Responsee Nicole Beale
Responsee Title Partner
Phone 951-369-1564
Email nicole@geocreativelab.com
Vendor Type DBE, WBE
License #

Bid Detail

Bid Format Electronic
Submitted 07/19/2023 1:57 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 338979
Ranking 0

Responsee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Geographics_Montebello_GD_Proposal 2023.pdf	Geographics_Montebello_GD_Proposal 2023.pdf	Response File
Geographics_RFP 23 - 8 - Appendix C - Vendor Questionnaire.pdf	Geographics_RFP 23 - 8 - Appendix C - Vendor Questionnaire.pdf	Vendor Questionnaire (Required)
		City of Montebello Business License Certificate (Optional for Local Business Preference)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$22,877.8800		
Letters									
1		8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided	Letter	5000	\$0.1024	\$512.0000	Yes		
2		8.5" x 11" Paper - 60# Uncoated - Color - Double Sided	Letter	5000	\$0.0758	\$378.0000	Yes		
3		8.5" x 11" Paper - 24# WW Regular - Black & White - Double Sided	Letter	5000	\$0.1038	\$518.0000	Yes		
4		8.5" x 11" Paper - 24# WW Regular - Color - Double Sided	Letter	5000	\$0.1412	\$706.0000	Yes		
5		#10 Envelopes	Envelop	20000	\$1.0200	\$20,520.0000	Yes		
6		Mailing Services - Letters	Letter	20000		\$0.0000	No		
7		Standard Postage Rate	Postage	1	\$0.3800	\$0.3800	Yes		
8		Digital Copy for Website Posting	Digital	1	\$42.5000	\$42.5000	Yes		
Newsletters (See Sample Item No. 1 - Newsletter)							\$22,874.8800		
9		11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 12 Pages - Full Color/Full Bleed on 60lb Paper - Gloss	Newsletter	80000	\$0.2530	\$20,312.0000	Yes		
10		Mailing Services - Newsletter	Newsletter	80000	\$0.0315	\$2,520.0000	Yes		
11		Postage - Standard Rate	Postage	1	\$0.3800	\$0.3800	Yes		
12		Digital Copy for Website Posting	Digital	1	\$42.5000	\$42.5000	Yes		
Brochures (See Sample Item No. 2 - Brochure)							\$1,057.5000		
13		Brochure - 8.5" x 11" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.1288	\$322.0000	Yes		
14		Brochure - 9" x 18" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.2772	\$693.0000	Yes		
15		Digital Copy for Website Posting	Digital	1	\$42.5000	\$42.5000	Yes		
Flyers (See Sample Item No. 3 - Flyer)							\$448.5000		
16		Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	\$0.0504	\$126.0000	Yes	qty: 2,500	
17		Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1	\$280.0000	\$280.0000	Yes		
18		Digital Copy for Website Posting	Digital	1	\$42.5000	\$42.5000	Yes		
Business Cards (See Sample Item No. 4 - Business Card)							\$146.0000		
19		2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	100	\$0.3200	\$32.0000	Yes		
20		2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	500	\$0.0840	\$42.0000	Yes		
21		QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1	\$72.0000	\$72.0000	Yes	2"x2 suggested, qty 250	
22		Online Portal Set-Up for Business Cards (Optional)	Digital	1		\$0.0000	No		
Postcards (See Sample Item No. 5 - Postcard)							\$691.8900		
23		5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	\$0.1680	\$168.0000	Yes		
24		Mailing Services - Postcards	Postcard	1000	\$0.4810	\$481.0000	Yes		
25		Standard Postage Rate	Postage	1	\$0.3800	\$0.3800	Yes		
26		Digital Copy for Website Posting	Digital	1	\$42.5000	\$42.5000	Yes		
Banners (See Sample Item No. 6 - Banner)							\$22,211.0000		
27		Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	\$80.8000	\$8,080.0000	Yes		
28		Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	\$77.6300	\$7,763.0000	Yes	hardware can be re-used - one time cost unless one breaks or is lost	
29		Retractable Banners - 24" x 82" - Vinyl - Full Color - Single Sided	Banner	25	\$106.4000	\$2,660.0000	Yes		24"x88"
30		Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	\$58.8000	\$1,485.0000	Yes		
31		Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	\$228.0000	\$2,280.0000	Yes		
32		Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Vertical - Full Color	Banner	10	\$224.3000	\$2,243.0000	Yes		
Signs (See Sample Item No. 7 - Sign)							\$2,292.0000		
33		Yard Sign (Outdoor) - 6' x 24" - Rectangle - Horizontal - Full Color	Sign	250	\$2.8790	\$644.0000	Yes		
34		Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	\$5.9920	\$1,448.0000	Yes		
Bound Books (See Sample Item No. 8 - Bound Book)							\$0.0000		

35	Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 200s Remaining Pages - Full Color - Double Sided Print (Up to 370 pages)	Book	50		\$0.0000	No	
Apparel/Promotional Items					\$308.0000		
36	Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50		\$0.0000	No	
37	Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25		\$0.0000	No	
38	Cap - Mens/Womens - Carhartt Ashland Cap (or similar) - Black	Cap	25		\$0.0000	No	
39	Ceramic Mug - 11oz - White - City Logo	Mug	50	\$5.1600	\$308.0000	Yes	
40	Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo	Bottle	50		\$0.0000	No	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Graphic Design Services							\$6,800.0000		
41			Graphic Design Services	Hour	80	\$85.0000	\$6,800.0000	Yes	
Misc Services/Fees							\$4,083.0000		
42			Expedited Service Fee	Fee	1	\$0.0000	\$0.0000	Yes	No rush charges for graphic design. Products dependent on each item.
43			Delivery Service Fee (See locations in Section 6.0 - Scope of Work)	Fee	1	\$0.0000	\$0.0000	Yes	TBD each item
44			Set-Up/Installation Fee (E.g. Banner Installation/Mounting and Removal)	Fee	1	\$4,083.0000	\$4,083.0000	Yes	banner install

Line Item Subtotals

Section Title	Line Total
Letters	\$22,677.8800
Newsletters (See Sample Item No. 1 - Newsletter)	\$22,874.8800
Brochures (See Sample Item No. 2 - Brochure)	\$1,057.5000
Flyers (See Sample Item No. 3 - Flyer)	\$448.5000
Business Cards (See Sample Item No. 4 - Business Card)	\$146.0000
Postcards (See Sample Item No. 5 - Postcard)	\$691.8800
Banners (See Sample Item No. 6 - Banner)	\$22,211.0000
Signs (See Sample Item No. 7 - Sign)	\$2,292.0000
Bound Books (See Sample Item No. 8 - Bound Book)	\$0.0000
Apparel/Promotional Items	\$308.0000
Graphic Design Services	\$6,800.0000
Misc Services/Fees	\$4,083.0000
Grand Total	\$83,590.6400

Agr No. 4144 - Geographics (Final)

Final Audit Report

2023-09-26

Created:	2023-09-26
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_qKHbjToPiUJKzgOFDMvOUyEPCQM-JBO

"Agr No. 4144 - Geographics (Final)" History

-  Document created by Micah Herd (mherd@montebelloca.gov)
2023-09-26 - 1:16:19 PM GMT
-  Document emailed to Nicole Beale (nicole@geocreativelab.com) for signature
2023-09-26 - 1:17:46 PM GMT
-  Email viewed by Nicole Beale (nicole@geocreativelab.com)
2023-09-26 - 2:27:31 PM GMT
-  Document e-signed by Nicole Beale (nicole@geocreativelab.com)
Signature Date: 2023-09-26 - 2:28:59 PM GMT - Time Source: server
-  Agreement completed.
2023-09-26 - 2:28:59 PM GMT

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4145
WITH THE SAUCE CREATIVE SERVICES CORP

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and THE SAUCE CREATIVE SERVICES CORP (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires printing, graphic design, and mailing services; and

WHEREAS, the CITY solicited responses through an RFP process; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 23 – 8 for Printing, Graphic Design, and Mailing Services.
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Printing, Graphic Design, and Mailing Services in the City of Montebello (issue date June 9, 2023), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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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 VENDOR shall provide to the CITY all labor, equipment, materials and incidentals necessary to conduct 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 VENDOR shall be compensated for performance as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized billing statement to the CITY each month for services performed. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, unless terminated earlier as hereinafter provided. This agreement may be extended for two (2), one (1) year periods upon mutual, written agreement by both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The VENDOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the VENDOR 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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SECTION 5. WORK PRODUCT.

a. The VENDOR 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 VENDOR 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 VENDOR.

b. All data, documents, discussion, or other information developed or received by the VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the VENDOR 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 VENDOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the VENDOR 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 VENDOR, 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 VENDOR. The VENDOR 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 VENDOR shall only be entitled to the Compensation for those

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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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 VENDOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the VENDOR the part of Compensation which would otherwise be payable to the VENDOR for services the VENDOR 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 VENDOR shall be reimbursed for any "non-refundable" costs that the VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that the VENDOR provides the CITY with adequate proof that the VENDOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the VENDOR for its performance of services under this Agreement. The VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

a. The VENDOR is and shall, at all times, remain as to the CITY a wholly independent VENDOR. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the VENDOR except as expressly set forth in this Agreement. The VENDOR 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 VENDOR 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 VENDOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the VENDOR, the VENDOR's employees or the VENDOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

c. The CITY shall not deduct from the Compensation paid to the VENDOR any sums required for Social Security, withholding taxes, FICA, state disability

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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 VENDOR. The CITY shall have no responsibility to provide the VENDOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The VENDOR 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 VENDOR's negligent or wrongful act, or omission under

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the VENDOR 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 VENDOR'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 VENDOR 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 VENDOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The VENDOR 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 VENDOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

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

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

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the VENDOR 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 VENDOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the VENDOR 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 VENDOR's insurance and shall not contribute with it.

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

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the VENDOR shall either reduce or

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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eliminate the deductibles or self-insured retentions with respect to the CITY, or the VENDOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR 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 subcontractor, 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 VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR 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 subcontractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebellocity.gov

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: msolorza@montebellocity.gov

If to VENDOR: The Sauce Creative Services Corp
Attn: Sergio Balandran
2600 South California Ave, Suite C
Monrovia, CA 91016
(626) 217-4662
Email: admin@thesaucecs.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The VENDOR covenants that it presently has no interest and shall not acquire any

PROFESSIONAL SERVICES AGREEMENT NO. 4145

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interest, direct or indirect, which may be affected by the services to be performed by the VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the VENDOR 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 VENDOR 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 VENDOR. The VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the VENDOR. 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]

PROFESSIONAL SERVICES AGREEMENT NO. 4145

Page 12 of 12

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

("CITY")

CITY OF MONTEBELLO

("VENDOR")

**THE SAUCE CREATIVE SERVICES
CORP**



Sergio Belandran (Sep 21, 2023 08:49 PDT)

Arlene Salazar, Acting City Manager

Sergio Balandran, CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 23 – 8 Dated July 20, 2023
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 23 - 8 Dated July 19, 2023

EXHIBIT "B"

Year 1	Effective Date – June 30, 2024	\$60,000 plus Additional \$25,000
Year 2	July 1, 2024 – June 30, 2025	\$80,000 plus Additional \$25,000
Year 3	July 1, 2025 – June 30, 2026	\$80,000 plus Additional \$25,000

Extension Options

Year 4	July 1, 2026 – June 30, 2027	\$80,000 plus Additional \$25,000
Year 5	July 1, 2027 – June 30, 2028	\$80,000 plus Additional \$25,000

"Additional \$25,000" annually can be added with City Manager approval.

Total Compensation Shall Not Exceed \$505,000


SB

EXHIBIT "C"

Live Scan Fingerprinting Requirements

Prior to commencing services, the VENDOR may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The VENDOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The VENDOR must obtain a "Temporary VENDOR's Badge" issued by the City of Montebello Human Resources prior to performing work.



CITY OF MONTEBELLO
RFP No. 23 – 8
Printing, Graphic Design, and Mailing Services



2600 s. california ave. unit c • monrovia, ca. 91016
[626] 217-4662 • admin@thesaucecs.com

Sergio Balandran - Owner/Designer
The Sauce Creative Services Corp
2600 S. California Ave. Suite C
Monrovia, CA 91016

July 19, 2023

City of Montebello
Recreation and Community Services Department
1600 West Beverly Blvd.
Montebello, CA 90640

The Sauce Creative Services (The Sauce CS) herewith submits a Cost Proposal for the CITY OF MONTEBELLO RFP No. 23 – 8 Printing, Graphic Design, and Mailing Services. The Sauce CS has over 21 years of experience and has provided services of a similar type and scope as described in the Scope of Services ("Services"). The The Sauce Creative Services Corp oversees all work, including subcontracted print work. All cost of telephone, printing mileage and other expenses incidental to the performance of the main items of the professional service to be rendered are included in the total proposed amounts and there will be no additional charged amounts. There are no conflicts of interest that would limit the firm's ability to provide the requested services. This proposal shall remain valid for up to 90 days from the day of submittal, July 20, 2023.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Sergio Balandran', with a long, sweeping horizontal line extending to the right.

Sergio Balandran
CEO - The Sauce Creative Services Corp
(626) 217-4662
Sergio@thesaucecs.com

- 1 EXPERIENCE / QUALIFICATIONS**
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EXPERIENCE / QUALIFICATIONS

The Sauce Creative Services is a full service Design and Print Studio, with over 22 years in the community service design field. We are committed to providing the highest quality design services within set city budgets. We establish a strong working relationship with our clients and as a team we create visually stunning designs that reinforce their brand. We handle all aspects of the design process, from concept to design to final printed product and delivery. For the past 14 years our office has been located in Monrovia, CA. Currently we employ 5 designers, 1 delivery drive, 1 office support and 2 project managers.

The Sauce is in good financial condition and does not foresee any situation (no pending litigations, bankruptcy proceedings or financial events against the organization) that would impede its ability to complete any projects.

THE SAUCE CURRENTLY WORKS ON 19 CITY BROCHURES

DESIGN ONLY FIVE (5) DESIGN & PRINT THIRTEEN (13) PRINT ONLY (1)

City of Alhambra	Recreation Guide/Design and Print
City of Baldwin Park	Recreation Guide/Design
City of Bell	Recreation Guide/Design
City of Calabasas	Recreation Guide/Design and Print
City of Downey	Recreation Guide/Design and Print
City of Duarte	Recreation Guide/Design and Print
City of El Monte	Recreation Guide/Print
City of Glendora	Recreation Guide/Design and Print
City of Hawaiian Gardens	Recreation Guide/Design and Print
City of Monrovia	Recreation Guide/Design and Print
City of Oceanside	Recreation Guide/Design
City of Placentia	Recreation Guide/Design and Print
City of Riverside	Recreation Guide/Design and Print
City of Rosemead	Recreation Guide/Design and Print
City of San Dimas	Recreation Guide/Design and Print
City of San Marino	Recreation Guide/Design and Print
City of South El Monte	Recreation Guide/Design and Print
City of Walnut	Recreation Guide/Design
City of Yorba Linda	Recreation Guide/Design



PERSONNEL

Designer • Sergio Balandran, designs and oversees all steps of projects.

All problems & billing discrepancies will be directed to Sergio Balandran

Qualifications

- Bachelors Degree in Illustration- Laguna College of Art and Design
- 9 years of full time experience with the City of El Monte Community Services Department, coordinating all printing and marketing materials.
- 14 years as the owner of The Sauce Creative Services

CONFLICT OF INTEREST STATEMENT

The Sauce Creative Services Corp, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation.

The Sauce Creative Services Corp, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, has never had any administrative proceedings, claims, lawsuits, or other exposures pending against the Company.

The Sauce Creative Services Corp, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, has never had filed for bankruptcy under any business name over the past five (5) years.

The Sauce Creative Services Corp, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, has never had any past or current business and personal relationships with any current City of Montebello elected official, appointed official, City employee or family member of any current City of Montebello elected official, appointed official or City employee.



PROJECT UNDERSTANDING AND METHODOLOGY

The Sauce understands the City's design and print needs. Our general approach to providing services successfully, methodologies and technologies you would employ are described below.

First proof to Consultant

The job information is to be emailed to The Sauce Creative Services. We design each project individually and is based on look and priority of city provided info. At this time the scope of the project is discussed and an estimate for a approval is sent to city. Upon approval of project pricing we move on to design.

First proof to City

The project first draft, copy will also be emailed with initial design . The turnaround time for this will be 1-2 weeks.

Multiple Proofings coordinated by the Sauce and City Staff

Final Proof to City

Final draft will be sent to customer for final proofing, with changes made as needed. This usually takes, 1 day.

Sent to printer

The final approved files will be sent to the printer. Similarly web version will be emailed to customer. Print can take between 1-7 days depending on customer request and needs.



REFERENCES

City of Monrovia

Rebecca Sandoval • Recreation Manager (626) 256-8246

Community Services Department • Recreation Division

415 S Ivy Ave., Monrovia, CA 91016

Projects: Recreation Guide/Design and Print • Flyers • Banners • Apparel

City of Glendora

Lyndzee McNeil • Community Services Coordinator (626) 852-4816

Community Services Department

116 E. Foothill Blvd | Glendora, CA 91741

Projects: Recreation Guide/Design and Print • Flyers • Banners • Apparel

City of Downey

Monica Ortiz • Recreation Supervisor (562) 904-7223

7810 Quill Dr., Downey, CA 90242

Projects: Recreation Guide/Design and Print • Flyers • Banners • Apparel

City Calabasas

Erica L. Green, MSM • Community Services Director (818) 224-1654

Community Services Department

City of Calabasas | 100 Civic Center Way | Calabasas, CA 91302

Projects: Recreation Guide/Design and Print • Flyers • Branding

City of West Covina

Roxanne E. Lerma | Assistant City Manager (626) 939-8475

1444 W. Garvey Avenue South | West Covina, CA 91790

Office: (626) 939-8475

Projects: Recreation Guide/Design and Print • Flyers • Banners • Apparel



APPENDIX C – VENDOR QUESTIONNAIRE

Business Name **The Sauce Creative Services**
Business Address **2600 S. California Ave. Suite C Monrovia, Ca 91016**
Business Phone Number **(626) 531-6367**
Contact Person Name and Title **Sergio Balandran, CEO**
Contact Person Phone Number **(626)217-4662**
Contact Person Email Address **admin@thesaucecs.com**

1. Is your business primary office located within the City of Montebello? **NO**
2. How many years of experience do you have providing printing services? **21 years**
3. How many years of experience do you have providing graphic design services? **21 years**
4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)? **YES**
5. If you answered “yes”, please provide the name of the public agency that you most recently provided services? **City of Paramount**
6. Can you provide same day/expedited services? **Yes, for an additional fee. Varies per project**
7. Do you have a web-based platform for submitting/receiving business card orders? **NO**



Bid Results

Bidder Details

Vendor Name The Sauce Creative Services Corp
Address 2600 S. California Ave Suite C
Monrovia, California 91016
United States
Respondee Sergio Balandran
Respondee Title CEO
Phone 626-217-4662
Email admin@thesaucecs.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 07/20/2023 10:59 AM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 339101
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Proposal PrintDesign Montebello 2023.pdf	Proposal PrintDesign Montebello 2023.pdf	Response File
APPENDIX C.pdf	APPENDIX C.pdf	Vendor Questionnaire (Required)
		City of Montebello Business License Certificate (Optional for Local Business Preference)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Letters							\$6,675.1890		
1			8.5" x 11" Paper - 60# Uncoated - Black & White - Double Sided	Letter	5000	\$0.1200	\$600.0000	Yes	1000 - \$300 2500 - \$425 5000 - \$600
2			8.5" x 11" Paper - 60# Uncoated - Color - Double Sided	Letter	5000	\$0.1200	\$600.0000	Yes	1000 - \$300 2500 - \$425 5000 - \$600
3			8.5" x 11" Paper - 24# WW Regular - Black & White - Double Sided	Letter	5000	\$0.1300	\$650.0000	Yes	1000 - \$320 2500 - \$470 5000 - \$650
4			8.5" x 11" Paper - 24# WW Regular - Color - Double Sided	Letter	5000	\$0.1300	\$650.0000	Yes	1000 - \$320 2500 - \$470 5000 - \$650
5			#10 Envelopes	Envelop	20000	\$0.1600	\$3,200.0000	Yes	5000 - \$800 10,000 - \$1350 20,000 - \$ 2400
6			Mailing Services - Letters	Letter	20000	\$0.0450	\$900.0000	Yes	Mails Prep and Delivery to Post Office
7			Standard Postage Rate	Postage	1	\$0.1890	\$0.1890	Yes	Adjust to USPS rate at Time of Mailing per piece
8			Digital Copy for Website Posting	Digital	1	\$75.0000	\$75.0000	Yes	
Newsletters (See Sample Item No. 1 - Newsletter)							\$38,250.1890		
9			11" x 17" (Tabloid Size)/Fold to 8.5" x 11" - 12 Pages - Full Color/Full Bleed on 60lb Paper - Gloss	Newsletter	80000	\$0.3850	\$30,800.0000	Yes	
10			Mailing Services - Newsletter	Newsletter	80000	\$0.0600	\$4,800.0000	Yes	
11			Postage - Standard Rate	Postage	1	\$0.1890	\$0.1890	Yes	Adjust to USPS rate at Time of Mailing per piece EDDM
12			Digital Copy for Website Posting	Digital	1	\$650.0000	\$650.0000	Yes	HOSTING
Brochures (See Sample Item No. 2 - Brochure)							\$960.0000		
13			Brochure - 8.5" x 11" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.1140	\$285.0000	Yes	1000 - \$225 2500 - \$385 5000 - \$675
14			Brochure - 9" x 16" - Tri-Fold - Premium Paper Thickness - Glossy - Full Color	Brochure	2500	\$0.2400	\$600.0000	Yes	1000 - \$420 2500 - \$600 5000 - \$950
15			Digital Copy for Website Posting	Digital	1	\$75.0000	\$75.0000	Yes	
Flyers (See Sample Item No. 3 - Flyer)							\$635.0000		
16			Flyer - 4" x 6" - Premium Paper Thickness - Glossy - Horizontal - Full Color	Flyer	2500	\$0.0700	\$175.0000	Yes	1000 - \$120 2500 - \$175 5000 - \$240
17			Flyer - 8.5" x 11" - Premium Paper Thickness - Glossy - Full Color	Flyer	1	\$385.0000	\$385.0000	Yes	1000 - \$225 2500 - \$385 5000 - \$675
18			Digital Copy for Website Posting	Digital	1	\$75.0000	\$75.0000	Yes	
Business Cards (See Sample Item No. 4 - Business Card)							\$114.0000		
19			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	100	\$0.3200	\$32.0000	Yes	100 - \$32 250 - \$38 500 - \$44 1000 - \$68 2500 - \$100
20			2" x 3.5" - 16pt Card Stock - Digital Print Full Color/Full Bleeds - Double Sided - Uncoated Matte Cover	Box	500	\$0.0880	\$44.0000	Yes	100 - \$32 250 - \$38 500 - \$44 1000 - \$68 2500 - \$100
21			QR Code Business Card - 2" x 3.5" - 16pt Card Stock - Digital Print Full Color	Card	1	\$38.0000	\$38.0000	Yes	100 - \$32 250 - \$38 500 - \$44 1000 - \$68 2500 - \$100
22			Online Portal Set-Up for Business Cards (Optional)	Digital	1	\$0.0000	\$0.0000	Yes	
Postcards (See Sample Item No. 5 - Postcard)							\$260.0000		
23			5.5" x 8.5" Postcard - 16 Point C2S Stock - 4-color - Double Sided	Postcard	1000	\$0.1850	\$185.0000	Yes	1,000 - \$185 2,500 - \$365 5,000 - \$550
24			Mailing Services - Postcards	Postcard	1000	\$0.0000	\$0.0000	Yes	
25			Standard Postage Rate	Postage	1	\$0.0000	\$0.0000	Yes	Adjust to USPS rate at Time of Mailing per piece
26			Digital Copy for Website Posting	Digital	1	\$75.0000	\$75.0000	Yes	
Banners (See Sample Item No. 6 - Banner)							\$36,025.0000		
27			Pole Banners - 72" x 30" - 22oz PVC Vinyl - Full Color - Double Sided	Banner	100	\$135.0000	\$13,500.0000	Yes	1-2 \$165 3 - 50 \$150 60 + \$135
28			Mounting Brackets (for Street Lamp Pole) - Pole Banners 72" x 30"	Mount	100	\$47.5000	\$4,750.0000	Yes	30 inch
29			Retractable Banners - 24" x 62" - Vinyl - Full Color - Single Sided	Banner	25	\$315.0000	\$7,875.0000	Yes	
30			Mesh Banners (Water & UV-resistant material with grommets) - 4' x 4' - Horizontal - Full Color	Banner	25	\$88.0000	\$2,200.0000	Yes	
31			Mesh Banners (Water & UV-resistant material with grommets) - 8' x 10' - Horizontal - Full Color	Banner	10	\$440.0000	\$4,400.0000	Yes	
32			Mesh Banners (Water & UV-resistant material with grommets) - 6' x 10' - Vertical - Full Color	Banner	10	\$330.0000	\$3,300.0000	Yes	
Signs (See Sample Item No. 7 - Sign)							\$10,000.0000		
33			Yard Sign (Outdoor) - 6" x 24" - Rectangle - Horizontal - Full Color	Sign	250	\$4.0000	\$1,000.0000	Yes	1-49 \$7 50-100 \$5 100+ \$4

34		Yard Sign (Outdoor) - 24" x 36" - Rectangle - Horizontal - Full Color	Sign	250	\$36.0000	\$9,000.0000	Yes	
Bound Books (See Sample Item No. 8 - Bound Book)						\$0.0000		
35		Spiral Bound Book Left Edge - 14pt (Cover Only) - Regular 20lb Remaining Pages - Full Color - Double Sided Print (Up to 370 pages)	Book	50	\$0.0000	\$0.0000	Yes	
Apparel/Promotional Items						\$7,878.7500		
36		Polo Shirt - Mens/Womens Nike Golf Dri-FIT (or similar) - Navy Blue - Embroidered City Logo (Sizes XS - 3XL)	Shirt	50	\$48.2500	\$2,412.5000	Yes	[DXL+\$2 3XL+\$3 4XL+\$4] CURRENT Nike Ladies - NKDC1981 - Navy Embroidery - Montebello City Seal Left Chest / Elevate Logo Right Sleeve \$80.20
37		Jacket - Mens/Womens Carhartt Crowley Soft Shell Jacket (or similar) - 90/10 nylon/spandex 100 polyester fleece backing Water-Resistant - Black - Embroidered City Logo (Sizes XS - 3XL)	Jacket	25	\$110.0000	\$2,750.0000	Yes	[DXL+\$2 3XL+\$3 4XL+\$4]
38		Cap - Mens/Womens - Carhartt Ashland Cap (or similar) - Black	Cap	25	\$25.6500	\$641.2500	Yes	
39		Ceramic Mug - 11oz - White - City Logo	Mug	50	\$11.0000	\$550.0000	Yes	11 oz
40		Water Bottle - Stainless Steel Wide-Mouth Insulated - 22oz - City Logo	Bottle	50	\$30.5000	\$1,525.0000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Graphic Design Services							\$14,000.0000		
41			Graphic Design Services	Hour	80	\$175.0000	\$14,000.0000	Yes	Flyer \$225 Banner \$175 T-shirt \$175 Trifold \$325 Social Media Post \$225 Brochure Pages cost per page - 24 & under \$275 32 & under \$250 40 & under \$225 48 more or less \$175
Misc Services/Fees							\$285.0000		
42			Expedited Service Fee	Fee	1	\$0.0000	\$0.0000	Yes	Expedited Service Fee Varies based on Project \$75 - \$1000
43			Delivery Service Fee (See locations in Section 5.0 - Scope of Work)	Fee	1	\$35.0000	\$35.0000	Yes	
44			Set-Up/Installation Fee (Ex. Banner Installation/Mounting and Removal)	Fee	1	\$250.0000	\$250.0000	Yes	Removal and Installation of Window Clings \$250 Per Hour - Varies based on Project

Line Item Subtotals

Section Title	Line Total
Letters	\$6,675.1890
Newsletters (See Sample Item No. 1 - Newsletter)	\$36,250.1890
Brochures (See Sample Item No. 2 - Brochure)	\$960.0000
Flyers (See Sample Item No. 3 - Flyer)	\$635.0000
Business Cards (See Sample Item No. 4 - Business Card)	\$114.0000
Postcards (See Sample Item No. 5 - Postcard)	\$260.0000
Banners (See Sample Item No. 6 - Banner)	\$36,025.0000
Signs (See Sample Item No. 7 - Sign)	\$10,000.0000
Bound Books (See Sample Item No. 8 - Bound Book)	\$0.0000
Apparel/Promotional Items	\$7,578.7500
Graphic Design Services	\$14,000.0000
Misc Services/Fees	\$285.0000
Grand Total	\$113,083.1280

Agr No. 4145 - The Sauce Creative Services Corp

Final Audit Report

2023-09-21

Created:	2023-09-21
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8a7oYbIXcHawyPNB7SUGZ9LJAo-Qlxjt

"Agr No. 4145 - The Sauce Creative Services Corp" History

-  Document created by Micah Herd (mherd@montebelloca.gov)
2023-09-21 - 2:00:12 AM GMT
-  Document emailed to Sergio Belandran (sergio@thesaucecs.com) for signature
2023-09-21 - 2:02:45 AM GMT
-  Email viewed by Sergio Belandran (sergio@thesaucecs.com)
2023-09-21 - 3:49:15 PM GMT
-  Document e-signed by Sergio Belandran (sergio@thesaucecs.com)
Signature Date: 2023-09-21 - 3:49:50 PM GMT - Time Source: server
-  Agreement completed.
2023-09-21 - 3:49:50 PM GMT

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4146
WITH WE THE CREATIVE

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and WE THE CREATIVE (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires printing, graphic design, and mailing services; and

WHEREAS, the CITY solicited responses through an RFP process; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 23 – 8 for Printing, Graphic Design, and Mailing Services.
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Printing, Graphic Design, and Mailing Services in the City of Montebello (issue date June 9, 2023), 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

PROFESSIONAL SERVICES AGREEMENT NO. 4146

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

b. The VENDOR shall provide to the CITY all labor, equipment, materials and incidentals necessary to conduct 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 VENDOR shall be compensated for performance as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized billing statement to the CITY each month for services performed. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, unless terminated earlier as hereinafter provided. This agreement may be extended for two (2), one (1) year periods upon mutual, written agreement by both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The VENDOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the VENDOR 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.

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SECTION 5. WORK PRODUCT.

a. The VENDOR 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 VENDOR 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 VENDOR.

b. All data, documents, discussion, or other information developed or received by the VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the VENDOR 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 VENDOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the VENDOR 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 VENDOR, 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 VENDOR. The VENDOR 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 VENDOR shall only be entitled to the Compensation for those

PROFESSIONAL SERVICES AGREEMENT NO. 4146

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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 VENDOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the VENDOR the part of Compensation which would otherwise be payable to the VENDOR for services the VENDOR 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 VENDOR shall be reimbursed for any "non-refundable" costs that the VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that the VENDOR provides the CITY with adequate proof that the VENDOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the VENDOR for its performance of services under this Agreement. The VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

a. The VENDOR is and shall, at all times, remain as to the CITY a wholly independent VENDOR. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the VENDOR except as expressly set forth in this Agreement. The VENDOR 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 VENDOR 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 VENDOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the VENDOR, the VENDOR's employees or the VENDOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

c. The CITY shall not deduct from the Compensation paid to the VENDOR any sums required for Social Security, withholding taxes, FICA, state disability

PROFESSIONAL SERVICES AGREEMENT NO. 4146

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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 VENDOR. The CITY shall have no responsibility to provide the VENDOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The VENDOR 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 VENDOR's negligent or wrongful act, or omission under

PROFESSIONAL SERVICES AGREEMENT NO. 4146

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the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the VENDOR 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 VENDOR'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 VENDOR 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 VENDOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The VENDOR 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 VENDOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

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

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

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the VENDOR 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 VENDOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the VENDOR 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 VENDOR's insurance and shall not contribute with it.

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

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the VENDOR shall either reduce or

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eliminate the deductibles or self-insured retentions with respect to the CITY, or the VENDOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR 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 subcontractor, 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 VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR 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 subcontractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

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SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

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SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebelloca.gov

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: msolorza@montebelloca.gov

If to VENDOR: We The Creative
Attn: Joven Orozco
3349 Michelson Drive, Suite 200
Irvine, CA 92612
(877) 887-1318
Email: joven@wethecreative.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The VENDOR covenants that it presently has no interest and shall not acquire any

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interest, direct or indirect, which may be affected by the services to be performed by the VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the VENDOR 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 VENDOR 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 VENDOR. The VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the VENDOR. 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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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("VENDOR")

CITY OF MONTEBELLO

WE THE CREATIVE

Joven Orozco

Joven Orozco (Sep 26, 2023 08:16 PDT)

Arlene Salazar, Acting City Manager

Joven Orozco, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 23 – 8 Dated July 20, 2023
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 23 - 8 Dated July 19, 2023

EXHIBIT “B”

Year 1	Effective Date – June 30, 2024	\$56,250 plus Additional \$25,000
Year 2	July 1, 2024 – June 30, 2025	\$75,000 plus Additional \$25,000
Year 3	July 1, 2025 – June 30, 2026	\$75,000 plus Additional \$25,000

Extension Options

Year 4	July 1, 2026 – June 30, 2027	\$75,000 plus Additional \$25,000
Year 5	July 1, 2027 – June 30, 2028	\$75,000 plus Additional \$25,000

“Additional \$25,000” annually can be added with City Manager approval.

Total Compensation Shall Not Exceed \$481,250

EXHIBIT "C"

Live Scan Fingerprinting Requirements

Prior to commencing services, the VENDOR may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The VENDOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The VENDOR must obtain a "Temporary VENDOR's Badge" issued by the City of Montebello Human Resources prior to performing work.

RFP#23-8

Printing, Graphic Design, and Mailing Services

ATTENTION:

Micah Herd
City of Montebello - Finance Department
1600 West Beverly Boulevard
Montebello, CA 90640



PREPARED BY:

We The Creative
Joven Orozco, President And Main Contact
3349 Michelson Drive, Suite 200, Irvine, CA 92612
Tel. (877) 887-1318, Cell: (949) 463-7887
Joven@wethecreative.com

TITLE PAGE

RFP Reference: 23 - 8

RFP Title: Printing, Graphic Design & Mailing Services

Customer: City of Montebello - Finance Department

Vendor: We The Creative (WTC), DBA of Jovenville, LLC

Contact Person: Joven Orozco, President & Founder

Address: 3349 Michelson Drive, Suite 200, Irvine, CA 92612

Contact Nos.: (877) 887-1318, Fax (949) 723-1566

Email: Joven@WeTheCreative.com

Date of Proposal: July 20, 2023



1. COVER LETTER / LETTER OF INTEREST

July 20, 2023

Micah Herd
City of Montebello - Finance Department
1600 West Beverly Boulevard
Montebello, CA 90640

Re: RFP#23-8, City of Montebello RFP for Printing, Graphic Design, and Mailing Services

Dear **Micah Herd**;

We The Creative (WTC) is the proposer for the City of Montebello RFP for Printing, Graphic Design, and Mailing Services, RFP#23-8. WTC is a DBA of Jovenville, LLC.

Joven Orozco is the main contact to contractually obligate the organization, negotiate the contract and contact for clarification. I can be reached at:

We The Creative, Joven Orozco, President and Founder, Joven@WeTheCreative.com
Tel. (877) 887-1318, Cell: (949) 463-7887, Fax (949) 723-1566, WeTheCreative.com
3349 Michelson Drive, Suite 200, Irvine, CA 92612

Considerations for a good fit:

Public Sector Experts WTC has exclusively served government clients for 13 of the past 26 years. We understand the special acumen it takes to navigate through the sometimes rough waters of the public sector. We have immense expertise with attracting, engaging and motivating key stakeholders toward action.

Customer Service Driven WTC believes great creative results are achieved through an understanding of client business goals, great communication and strong collaboration. We have a simple process and a simple way of communicating that maintains transparency throughout the entire process.

Design Innovation With thousands of marketing messages bombarding target audiences, innovation must be used as a tool to change behavior. Once we understand project parameters, we become impassioned to challenge the status quo by exploring a wide range of possible strategies, tactics, technologies, designs and much more to positively impact a brand, campaign and metrics.





Project Manager

Jillian Martinez is a consummate business professional. She will work closely with the **City of Montebello (the City)** for administration, project tracking, research, handling budgets, client correspondence, creating presentations, and maintaining contact lists. She works in conjunction with Joven Orozco to manage the entire process using our proprietary **4D Approach™**.

WTC has strong interests in being considered for the City's project and hereby confirms our availability to dedicate time, personnel, and resources to the project, if considered.

We acknowledge the receipt of the entire RFP with no (0) addenda. All information submitted with this proposal is true and correct. By submitting this proposal, we acknowledge that we have read and understand the contents and agree to comply with the requirements and conditions. The proposal shall remain valid for a period of no less than 90 days from the date of submission.

Thank you for your time and consideration.

Best regards,

A handwritten signature in blue ink, appearing to read 'Joven Orozco'.

Joven Orozco, President and Founder



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Forms	Appendix C



2. PROJECT UNDERSTANDING & APPROACH

Company Information

We The Creative (WTC) is a DBA of 28-year-old Jovenille, LLC specializing in marketing and branding for the public sector. Jovenille has been a leading creative agency of consumer products and services since 1995. WTC is both a Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) located in Irvine, California.

Background

In 2007, Jovenille, LLC, braced itself for a downturn in the consumer segment due to a nationwide economic slowdown. We decided to create the subsidiary We The Creative (WTC) to specifically service public sector and government agencies. Essentially, we hedged our bets against a drop-off in business which was affecting many marketing and advertising agencies at the time. That downturn never came for WTC. One of the biggest and most rewarding surprises about our work at WTC is the people we work with. It's exciting and gratifying to see how receptive and enthusiastic our clients are when they see our consumer brand tactics and strategies in action.

Location Serving All Client Accounts

We The Creative

3349 Michelson Drive, Suite 200,
Irvine, CA 92612

T: (877) 887-1318 C: (949) 463-7887

F: (949) 723-1566

WeTheCreative.com

DUNS Number: 964198816

Primary Contact



Joven Orozco, Main Contact

T: (877) 887-1318 C: (949) 463-7887

F: (949) 723-1566

Joven@WeTheCreative.com

WTC takes great pride in our work process. We feel strongly about collaborating with our clients to meet expectations and deadlines for optimal results. Our process explores hundreds of ideas that push the boundaries of creative, strategy and execution. We are unconventional and are always looking to innovate.



Capabilities

WTC is a creative agency specializing in a wide range of services.

Our creativity coupled with a proprietary business process delight our clients time and again.



STRATEGY Developing a strategy requires a broad-yet-detailed look at the evolution of a current position and a projection of future goals. WTC has the collaborative tools and creative disposition to cultivate a fresh new look, feel and outreach.



BRANDING Branding is more than just a symbol. It defines how a business presents itself to the world and sets the tone for the future. WTC has developed some great-fitting brands for government, public organizations and programs.



MARKETING Marketing is the thoughtful research process to determine the best way of bringing public awareness to an organization or project. WTC makes it our business to discover the best methods of delivering the right message to the right audience at the right time with innovation.



MEDIA PLACEMENT WTC never markets without a purpose. The goal is to always reach a target audience where they live their lives, in ways that effectively elicit their thoughts and actions.



ADVERTISING Advertising is a combination of art and copy designed to attract, engage and motivate action within a short period of time. WTC will determine the main strategy and create a compelling, fully integrated campaign that spans all platforms.



SOCIAL MEDIA Social media is ever-evolving and quickly-changing. WTC makes it our business to have the right people following social media trends, so we can develop and execute a currently-trending, positive social media presence.



GRAPHIC DESIGN Graphic design is the application of artistic concepts that enliven an organization or project with widely-appealing interest. Our talented staff has received many awards for their creative achievements and always gives each project their full attention.



ANNUAL REPORTS WTC has a unique approach to developing annual reports. Our process has attracted the attention of several media outlets, and received acclaim at industry events.



PHOTOGRAPHY AND VIDEO WTC Photography and Video brings projects to life in expressive and memorable ways. Our team's trained and creative 'eyes' can vividly enhance any media.



Experience

Projects successfully completed within the last 5 years

CITY OF ANAHEIM

- Annual Reports
- Water Quality Reports
- Rideshare Marketing

CITY OF SANTA CLARA

- Inside Newsletter Redesign

CITY OF LONG BEACH

- Development Services Department Branding
- Year in Review Reports
- Housing Authority 10 Year Book
- Climate Adaptation Action Plan (CAAP) Brand
- Bring Your Own Long Beach City (#BYOLBC)

CITY OF LANCASTER

- Outlook Magazine Redesign

CITY OF VENTURA

- Housing Authority Annual Report
- Westview Outreach Factsheets

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

- Interactive Annual Reports

JOHN WAYNE AIRPORT

- Brand Identity Guidelines
- Interactive Annual Reports

CITY OF SANTA MONICA

- Brand Style Guide
- Annual Report
- Seascape Newsletter

TOWN OF DANVILLE

- Activity Guides

ORANGE COUNTY TRANSPORTATION AUTHORITY

- Rideshare Marketing
- Vanpool Marketing
- Bike Safety/Bike to Work Marketing
- Dump The Pump Marketing
- RideMatch.info

ORANGE COUNTY WASTE & RECYCLING

- Interactive Annual Reports

CITY OF HAYWARD

- Economic Development Brochure
- Fire Department Annual Report

PENINSULA CLEAN ENERGY

- Branding and Marketing Collateral

CITY OF WEST HOLLYWOOD

- Parking Meter Graphics

Refer to Appendix A: Sample Work



Project Understanding

We The Creative understands that The City of Montebello is seeking qualified vendors to provide citywide printing, graphic design, copying, mailing, and other related services as needed. We understand that the job scope may be diverse with time sensitive turn around times. We understand that The City may award multiple partners to help fulfill this scope of work and services. Deliverables may include, but are not limited to, traditional print services, website (montebellocity.gov) services, social media tactics, letters, newsletters, bound books (such as annual reports), and more. We The Creative has the team and resources available to fulfill all the listed items in a quick turnaround time as needed.

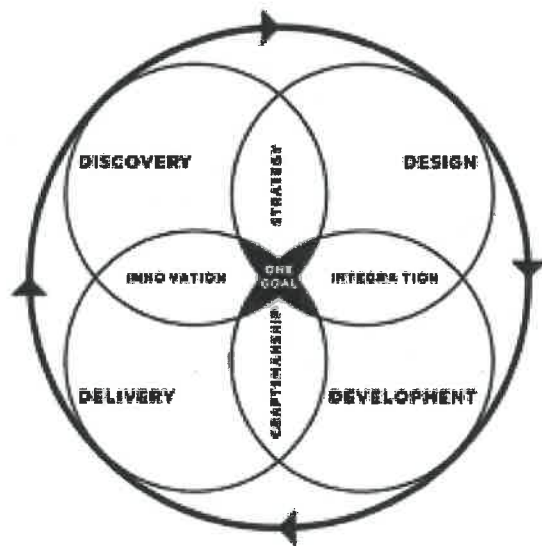
We The Creative enjoys having a collaborative relationship with our clients. Depending on the project needs, we would like the opportunity to connect with project stakeholders, review existing content, and any available content or resources that The City may provide before starting a new project.



Project Approach - 4D Approach™

Each project has its own unique scope of work that needs a standard way of working and communicating. WTC developed the **4D Approach™** to address those needs in a creative industry where chaos can easily dominate in an unstructured environment.

It serves as the model for project development to enable both the client and the design team to focus on the message and the audience to deliver a compelling and accurate product. We use an online platform to communicate efficiently and effectively.



Discovery

The very foundation of the entire project is Discovery. Before any project begins, we use planning to establish a fundamental understanding of the parameters that helps us set achievable goals.

Design

Design criteria guides the project to help us achieve the goals defined in the Discovery phase. Explorations and experimentations are presented for client review, feedback and approval. Boardstorming happens in this phase.

Development

Concept and design become reality by blending research, art, craft and science. We develop and refine the design that best represents the established objectives.

Delivery

The project is one step closer to tangible completion by finalizing production, verifying accuracy, and double-checking with vendors to ensure it will be delivered on time and in the right configuration.



Some of our secret tools for
collaboration and fun!

Boardstorming

Boardstorming is a process Joven Orozco created to generate over a dozen loose ideas for strategic direction, image direction, printing techniques, social techniques and/or outreach ideas. Basically, every idea we can think of is placed on a board for feedback and conversation during an informal presentation with the client. It allows us to quickly understand what is possible, but more importantly, what is not possible for tactics, styles, messaging and/or strategies.



Project Data & Communication

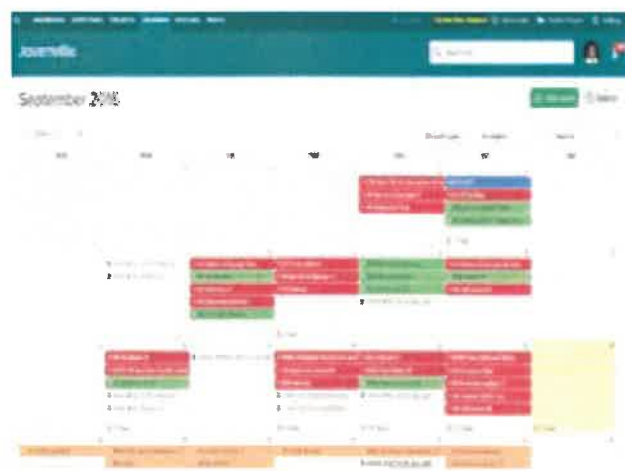
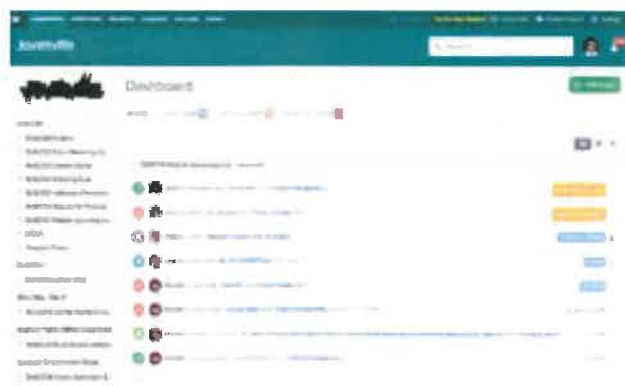
WTC provides a secure, access-controlled website as an easy way for our clients to communicate with WTC and stay up-to-the-minute-current on projects whether sitting at a desk or out globetrotting. It's a paperless 'paper trail that keeps everyone up to date with information such as:

Overview: Record of events and deliverables in the order of their occurrence.

Messages: Up-to-date details of projects organized in chronological order.

Contacts: Everyone involved with the project is listed and reachable..

Calendar: Up-to-date timeline to follow during the project.



Conferencing

Given communication technology that is available today and the secure website we provide, we prefer to largely utilize video conferencing to communicate. We reserve face-to-face meetings for early meetings where we will spend dedicated time getting to know you and the desired direction, strategic development and Boardstorming.



WORK PLAN

The WTC **4D Approach™** is a structured proprietary process that moves a project through strategic development, conceptual design, refinement of design direction and final delivery. Turnaround times are based on unique project needs and our desire to meet or exceed client expectations.

Phase One: Discovery

The very foundation of the entire project.

Every project begins with strategic planning that sets achievable goals, timing and deliverables. The framework of operations is established including the opening of a secure website for designated users. Responsibilities are assigned and reporting mechanisms such as budget and timing charts are developed.

Phase One Goals

- ☐ Set time frames, establish budgets and define responsibilities
- ☐ Research to gain understanding of the target market and needs
- ☐ Audit current marketing, branding, source information and ideas provided by client
- ☐ Interview stakeholders (as needed)

Phase Two: Design

Design criteria is what guides a project toward achievement of goals.

A comprehensive visual system with core messages, collateral and communication is designed to guide the project toward achievement of defined goals. Typically, three different concept directions – different looks, different colors, different approaches all hitting the same objectives - are presented during a minimum of 3 reviews for client review, feedback and approval. Boardstorming at this juncture is a valuable tool that is used to generate a plethora of ideas so we can quickly understand what can, and more importantly, what cannot, be done moving forward.

Phase Two Goals

- ☐ Establish design direction to best represent the organization and its programs
- ☐ Establish the best technology plan
- ☐ Round 01 - Three (3) design directions – Concepts via rough composites
 - ☐ Asset development (copywriting, illustrations and/or photography)
- ☐ Round 02 - One (1) composite with client revisions and suggestions
 - ☐ All pages of print collateral or most tactics in an advertising campaign
- ☐ Round 03 - One (1) tight composite with client revisions and suggestions
 - ☐ All elements of print, digital or advertising campaign
- ☐ One collective revision per round of chosen design direction
- ☐ Approve strategy and content



Phase Three: Development

Where concept and design become reality.

Approved strategy and content is refined for final approval. Collaboration takes place with key stakeholders to fine-tune and finalize all aspects of the project in preparation for implementation.

Phase Three Goals

- ☐ Photo retouch, copyedit, prepare files for print and/or digital proofs
- ☐ Refine accepted design direction for approval signature
- ☐ One collective revision per round of chosen design direction
- ☐ Present final proof for sign-off via project website or in-person

Phase Four: Delivery

Delivery, execution and wrap-up.

All aspects of the project are finalized, verified and double-checked for accuracy. On time final delivery is ensured with the right configuration in the right manner. Wrap-up includes delivery of final files, reports and invoices.

Phase Four Goals

- ☐ Prepare final deliverables and verify accuracy for each project
- ☐ Develop proofs in the format specified for each project assigned
- ☐ Develop detailed printing specifications allowing printers and other vendors to understand the entire scope of the job and provide a responsive quote
- ☐ Submit final electronic artwork to selected printer or vendor
- ☐ Wrap up project with submission of final project files, reports and invoices



3. RELEVANT EXPERIENCE

The following clients are familiar with the WTC design process and work methodology.

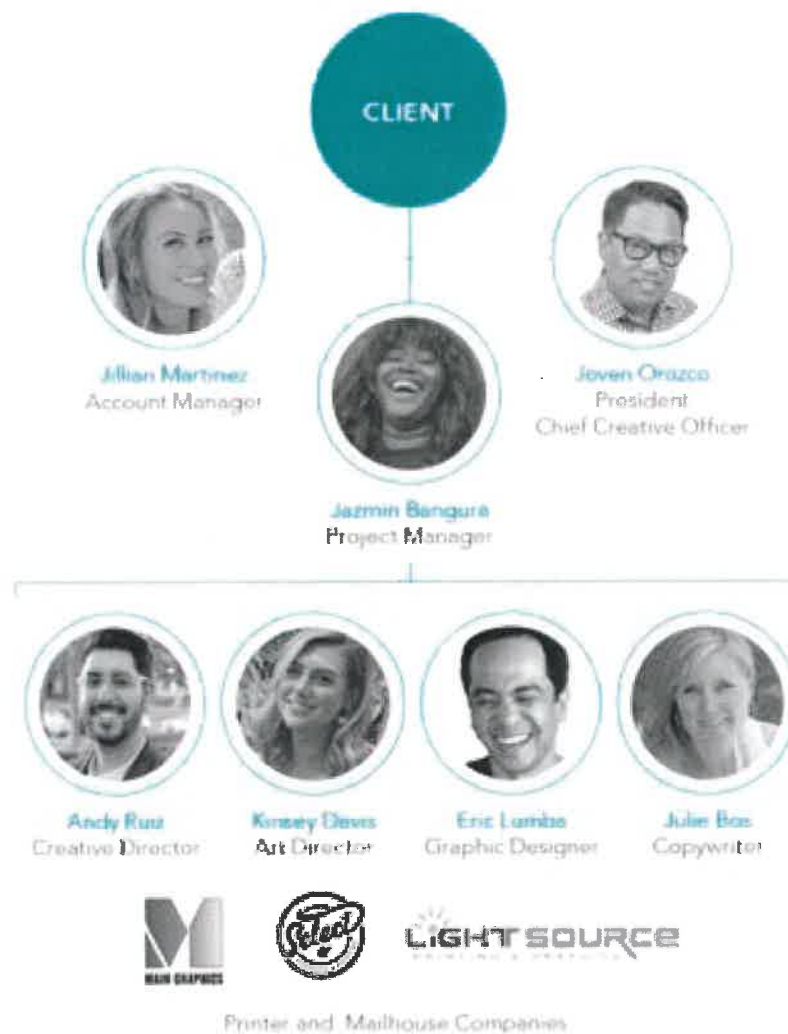
ORGANIZATION	CONTACT
Bay Area Air Quality Management District 375 Beale Street, St. 600, San Francisco, CA 94105	Tina Landis, Public Information Officer (415) 940-3585, tlandis@baaqmd.gov Dates: 2017 to present, ongoing Projects: annual reports Value: \$70,000
City of Long Beach 333 West Ocean Blvd., 3rd Floor, Long Beach, CA 90802	Chelsey Magallon, Communications (562) 570-5232, Chelsey.Magallon@longbeach.gov Dates: 2015 to 2021 Projects: Housing Authority 10-Year Report, annual reports, digital collateral, print collateral, photography, branding Value: \$100,000
John Wayne Airport 3160 Airway Avenue Costa Mesa, CA 92626	Marisa Unvert, Communications (949) 252-5163, munvert@ocair.com Dates: 2006 to present, ongoing Projects: annual reports, print collateral, wayfinding signage, photography, videography, copywriting, graphic design services, brand identity guidelines Value: \$70,000
Orange County Transportation Authority (OCTA) 550 S. Main Street Orange, CA 92863	Ryan Armstrong, Section Manager (714) 560-5834, rarmstrong@octa.net Dates: 2010 to 2020 Projects: public outreach, print collateral, digital collateral, photography, videography, copywriting Value: \$300,000
OC Waste & Recycling 300 N Flower St., 4th floor Santa Ana, CA 92703	Andy Alimohammadi, Communications Coordinator (714) 834-4060, andy.alimohammadi@ocwr.ocgov.com Dates: 2017 to present, ongoing Projects: annual reports, marketing brochures Value: \$40,000
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Alexus Merino, Communications (661) 723-6081, amerino@cityoflanasterca.org Dates: 2020-present, ongoing Projects: Outlook Magazine and activity guide redesign and production, Event marketing and branding Value: \$75,000



Project Team & Organization

WTC is an experienced, proactive team that utilizes the most modern technologies to achieve the best results, yet our management approach is traditional, personal and customer-focused. WTC schedules regular internal meetings to ensure every team member stays current and up-to-date on the status of each job.

This team has cohesively worked together on several projects.



Key members of the WTC team will be available for the duration of the project. No person designed as Key Personnel shall be removed or replaced without the prior written agreement of the client.

WTC will subcontract and use vendors if necessary. WTC does not employ or retain any lobbying or advocating services on behalf of WTC.



Qualifications of the Project Team

This team understands what it takes to deliver projects that are on time and within budget to meet or exceed expectations.



JOVEN OROZCO President & Chief Creative Officer

Joven Orozco, WTC's President and Chief Creative Officer, brings 28 years of branding and marketing expertise. With a Bachelor's in Graphic Design, he leads the team with innovation and business acumen. WTC's distinguished client portfolio reflects their commitment to exceptional results and industry impact.



JILLIAN MARTINEZ Account Manager

Jillian Martinez, a Cal State Fullerton graduate (BA in Communications: Advertising), is a skilled project manager with 3 years of experience. Working with Joven Orozco, she ensures on-time, within-budget project delivery for esteemed clients like OCTA, Long Beach, Anaheim, John Wayne Airport, and more.



JAZMIN BANGURA Project Manager

Jazmin Bangura is a dynamic professional known for her leadership, collaboration, and expertise in KPI development, content optimization, and campaign implementation. With a strong background in streamlining processes, she consistently delivers outstanding results and drives organizational success with 7+ years of project management experience.



ANDY RUIZ Creative Director

Andy Ruiz, a Creative Director with 10+ years of marketing and advertising expertise, embraces illustration, branding, typography, and cutting-edge UX/UI trends. With conceptual thinking, meticulous attention to detail, and a keen aesthetic sense, he crafts meaningful, and digital products.



KINSEY DAVIS Graphic Designer

A visual storyteller and graphic designer passionate about brand identity, editorial design, brand campaigns, photo art direction, and packaging. Kinsey has been an integral part of many designs for We The Creative including John Wayne Airport's annual report and Bay Area Air Quality District Management's interactive annual report.



ERIC LUMBA Graphic Designer

Eric Lumba, a CSU Fullerton graduate in Graphic Design, excels in Adobe Photoshop, Illustrator, InDesign, AfterEffects, MS Word & Excel, and HTML coding. His impressive portfolio includes prestigious clients like City of Long Beach, City of Costa Mesa, City of Santa Monica, and OCTA.



JULIE BOS Copywriter

Julie Bos is a skilled copywriter for journals, newsletters, web content, email blasts, product branding/messaging, sales literature, brochures, ads, feature stories, case studies, white papers, direct-response marketing, videos, press releases, product demonstrations and annual reports. She has collaborated to translate WTC visions to the written word since 2014.

Refer to Appendix B: Resumes



Project Management Services

We The Creative has many skills and a wide field of experience. However, our proprietary **4D Approach™** to project management sets us apart from the competition with a structured discipline applied to the creative development process.

Jillian Martinez is an experienced Project Manager who is a key reason for the success of We The Creative. She is organized and detail-oriented with extensive experience using the **4D Approach™**. Jillian works closely with the entire project team in conjunction with Creative Director Joven Orozco to deliver on-time and within-budget results.



JILLIAN MARTINEZ Account Manager

Jillian Martinez, a Communications: Advertising graduate from California State University, Fullerton, is a highly skilled business professional. With 4 years of experience as an account manager, she collaborates with Joven Orozco to manage the proprietary **4D Approach™**. Jillian consistently delivers on-time, within-budget projects for prestigious clients, including OCTA, City of Long Beach, City of Anaheim, John Wayne Airport, City of Costa Mesa, OC Waste & Recycling, and City of Santa Monica, among others.

As the primary communicator and direct connection to the WTC project team, she establishes and maintains orderly process operations, develops/delivers reports, and resolves conflict. She initiates and manages a secure website for authorized users to follow project progress with a 24/7 voice.

Jillian Martinez, Joven Orozco, and other key personnel typically attend in-person meetings at client offices, but COVID health and safety restrictions necessitate the project be conducted in a virtual environment. WTC staff is comfortable and experienced working in a virtual environment to share ideas, files and documentation. WTC is open to alternatives as the situation changes.

Communication and Accessibility

Although Joven Orozco is the primary contact, key personnel Jillian Martinez will be available daily to respond to any requests promptly for the duration of the project.

Jillian Martinez (877) 887-1318, Jillian@wethecreative.com



Partners

Main Graphics, Digital & Offset Printing, Film Output, Fulfillment, Mailing & Distribution

George Haggarty, ghaggarty@maingraphics.net, (949) 788-6100

15321 Barranca Parkway, Irvine, CA 92618

Main Graphics and WTC have worked together on several Orange County Transportation Authority collateral items including Vanpool, RideShare and OC Bus initiatives since 2010.

Select Graphics and Printing, Inc., Digital & Offset Printing

11931 Euclid St., Garden Grove, CA 92840, (714) 537-5250

Select Graphics and Printing, Inc. has worked together with WTC on several collateral items for Orange County Transportation Authority and several projects for various cities.

Lightsource

2522 Chambers Rd #100, Tustin, CA 92780, (714) 508-5990

Lightsource Printing worked together with WTC on the several marketing initiatives for many of WTC clients. They've been collaboration for over 2 years.



4. CONFLICT OF INTEREST STATEMENT

WTC 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 WTC for the City of Montebello's **Printing, Graphic Design and Mailing Services** project, or which would conflict in any manner with the performance of its services. WTC further covenants that, for the City of Montebello's project, no person having any such interest shall be employed by it. Furthermore, WTC shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services for the City of Montebello's project.

WTC 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 **Printing, Graphic Design and Mailing Services** project, or the services that may be procured by the City as a result of the recommendations made by WTC.

WTC further certifies that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal and that we are not financially interested in, or otherwise affiliated in a business way with any other bidder on the same land or improvements.

5. COST PROPOSAL

Pricing is provided under the City's PlanetBids Portal for consideration.

We The Creative, Joven Orozco, President and Main Contact, Joven@WeTheCreative.com
3349 Michelson Drive, Suite 200, Irvine, CA 92612 | Tel. (877) 887-1318, Cell: (949) 463-7887

1. I acknowledge receipt of the **City of Montebello RFP for Printing, Graphic Design & Mailing Services** with **no (0)** Addenda.
2. This offer shall remain firm for **90 days** from the date of proposal.



Name
Title
Date Signed

Joven Orozco
President And Founder
July 20, 2023



6. VENDOR QUESTIONNAIRE



**RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire**

Business Name	We The Creative (WTC) DBA of Jovenwile LLC
Business Address	3349 Michelson Drive, Suite 200, Irvine, CA 92612
Business Phone Number	(877) 887-1318
Contact Person Name and Title	Joven Orozco, President and Founder
Contact Person Phone Number	(877) 887-1318 & (949) 463-7887
Contact Person Email Address	Joven@WeTheCreative.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	No. We are located at Irvine, California.
2. How many years of experience do you have providing printing services?	More than 27 years, since our inception in 1995.
3. How many years of experience do you have providing graphic design services?	More than 27 years, since our inception in 1995.



4. Have you ever provided services for a public agency (e.g., city, county, state, federal, school district)?	Yes. Please refer to the proposal document for a short list of our public agency customers.
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	Anaheim, Beaumont, Costa Mesa, CSUF, Danville, Glendale, Irvine, John Wayne Airport, Los Angeles, LA County, Lancaster, Long Beach, Marin Transit, Mountain View, Nashville, OCTA, Oxnard, San Jose, Santa Monica, UNDP
6. Can you provide same day/expedited services?	Yes.
7. Do you have a web-based platform for submitting/receiving business card orders?	Yes.



PROJECT NAME	CLIENT	COMPLETED	CONTACT
Summer Trolley Branding and Marketing	City of Laguna Niguel 30111 Crown Valley Laguna Niguel, CA 92677	2022	Russell Narahara Senior Management Analyst RNarahara@cityoflagunaniguel.org 949-362-4313

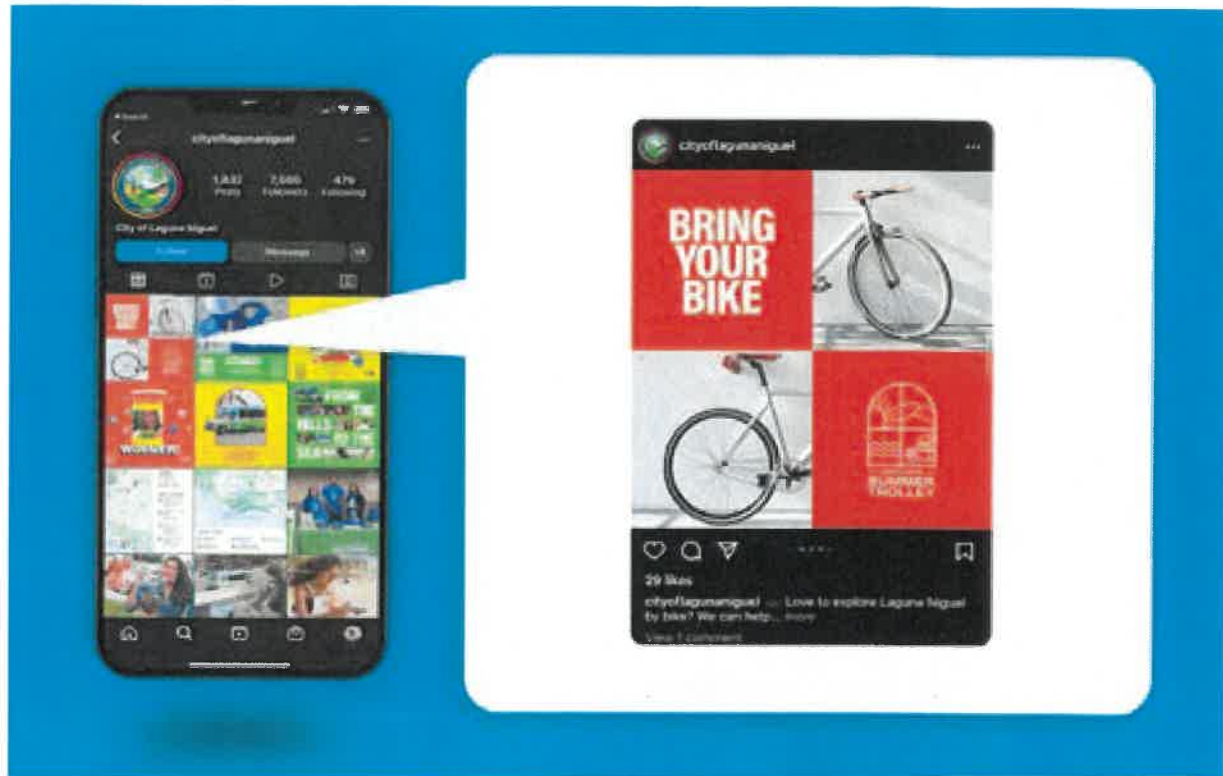
DESCRIPTION OF WORK

WTC developed marketing, branding, communications, and public outreach campaign to coincide with the inaugural year of the new Summer Trolley Program (Trolley Program). This work exceeded the City's expectations and ridership goals.

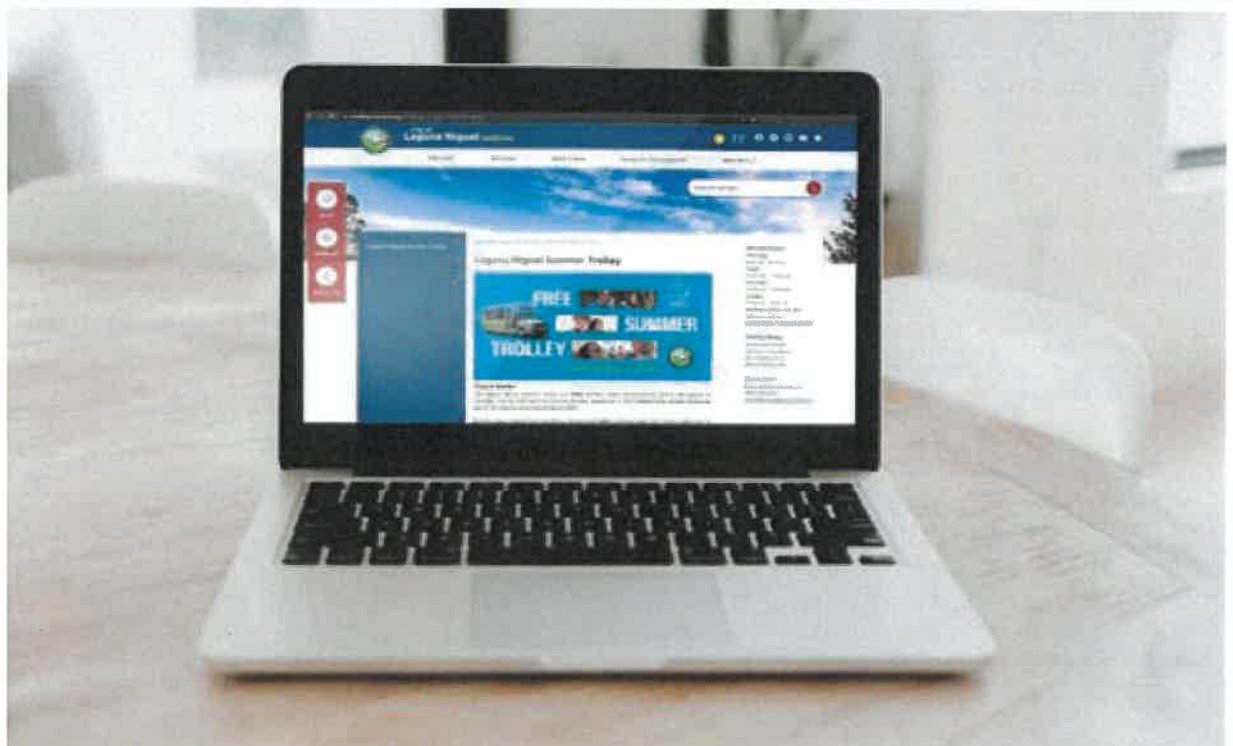
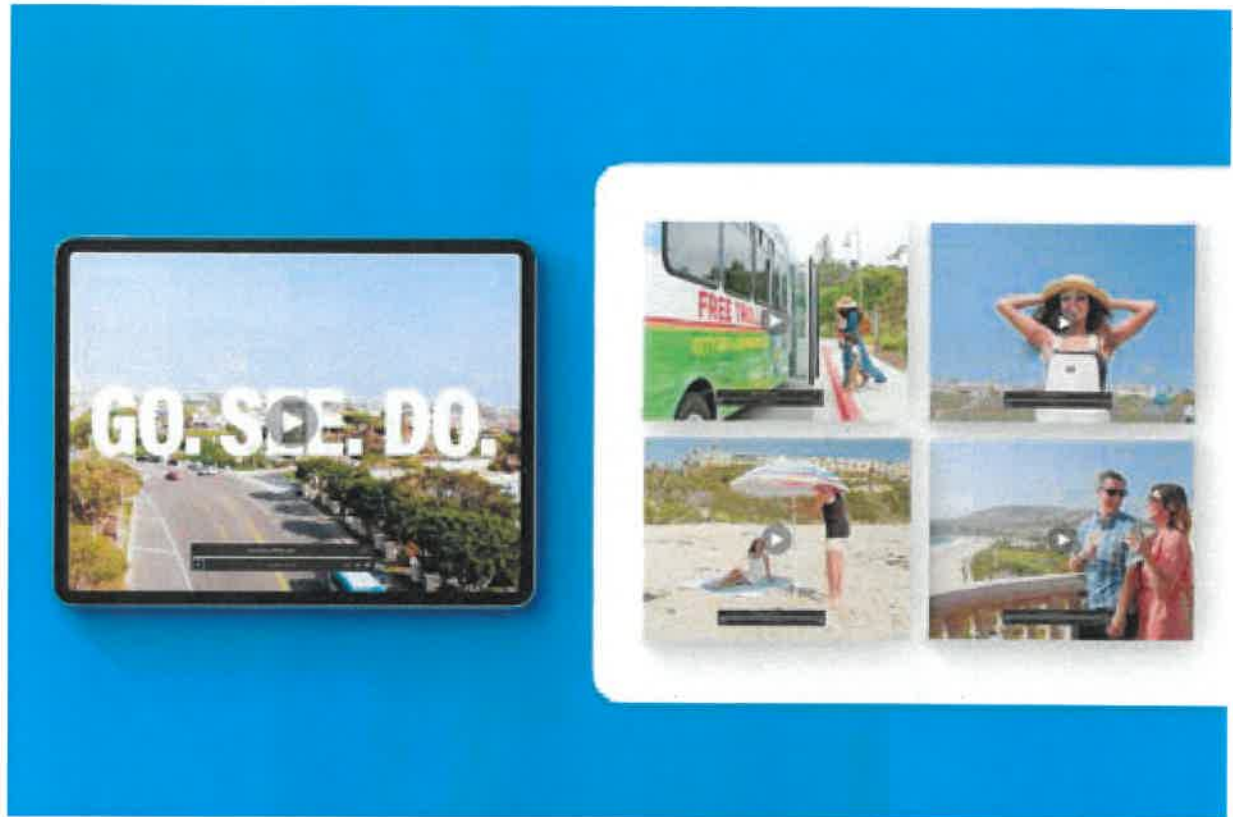
Deliverables: Logo, Visual Language, Messaging, Photoshoot, Videoshoot, Marketing Collateral, Street Team, and Social Media Graphics.











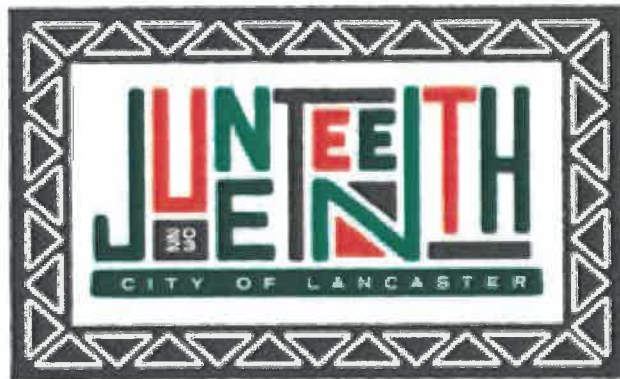
PROJECT NAME	CLIENT	COMPLETED	CONTACT
Event Branding & Marketing	City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	2020-2022	Alexus Merino, Communications (661) 723-6081, amerino@cityoflanasterca.org

DESCRIPTION OF WORK

WTC is responsible for the logo development, visual language and marketing collateral for **several** city events.









PROJECT NAME	CLIENT	COMPLETED
Shared Mobility Strategic Plan Report	Guidehouse	2022

DESCRIPTION OF WORK

WTC is responsible for conceptualizing Metro's Shared Mobility Strategic Plan. Our goal was to make a dense document more consumable for the reader. We dissected the content and created several graphs, graphics and tables to attract, engage and motivate activity with the reader.



PROJECT NAME	CLIENT	COMPLETED	CONTACT
Sustainable City Plan Report	City of Santa Monica	2022	Amanda Grossman Sustainability Analyst (310) 458-2201 x 2406 Amanda.Grossman@santamonica.gov

DESCRIPTION OF WORK

WTC is responsible for designing and laying out Santa Monica's Sustainable City Plan. Our goal was to make a dense document more consumable for the reader. WTC helped rebrand the city and showcased the visual language within this document. This was provided a template for their graphic design team to utilize for future reports.



PROJECT NAME	CLIENT	COMPLETED	CONTACT
LACDRP Branding	LA County Planning 320 W Temple St, Los Angeles, CA 90012	2021	Iris Chi, AICP, Planner ichi@planning.lacounty.gov (213) 974-6411 320 West Temple Street Los Angeles, CA 90012

DESCRIPTION OF WORK

WTC was responsible for the review of LACDRP's existing communication tactics and the development of the vision, a full rebrand of LACDRP including the logo, 100th-anniversary logo, tagline, visual language with a transition plan, design LACDRP's website assets (artwork only), and develop a style guide.

WTC identified LACDRP's core values based on surveys and interviews of stakeholders and staff. Collectively we built the brand on a new name, LA County Planning.



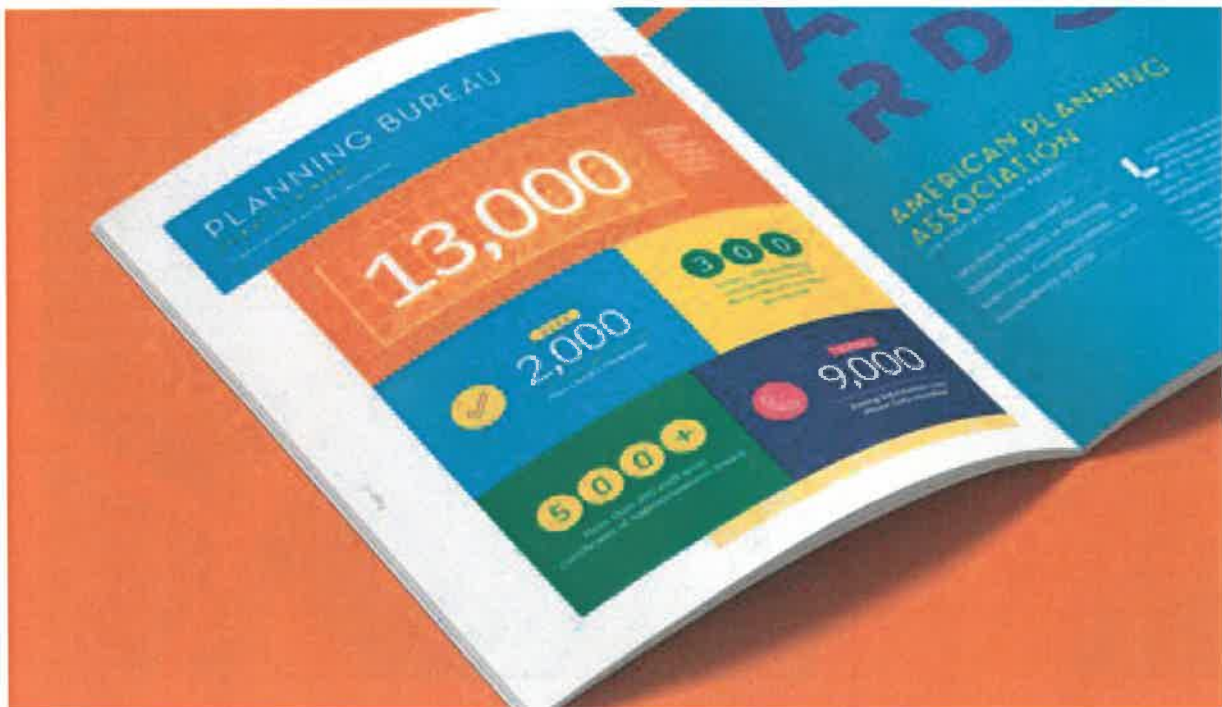
PROJECT NAME	CLIENT	COMPLETED	CONTACT
Year in Review Annual Reports	City of Long Beach	2018	Chelsey Magallon, Communications (562) 570-5232, Chelsey.Magallon@longbeach.gov

DESCRIPTION OF WORK

WTC was responsible for designing and delivering a print and digital report that summarizes the City of Long Beach Development Services department's efforts to make a difference in the community by building a dynamic, safe, and sustainable city that honors its past and embraces the future.

The theme for the report was "A Bright Future", depicting the CLB's vision for their future, as a "remarkable transformation of the city". This was depicted through the use of a neon pastel color palette along with light and airy layouts. Each report cover highlighted a new development projects and were boldly colorized for an alluring, inspirational look. The design also incorporated WTC's philosophy of *run, jog, walk*. Utilizing information graphics, pull quotes, and factoids create a hierarchy of information for a better experience for all types of readers. <https://www.longbeach.gov/lbds/publications/annual/>



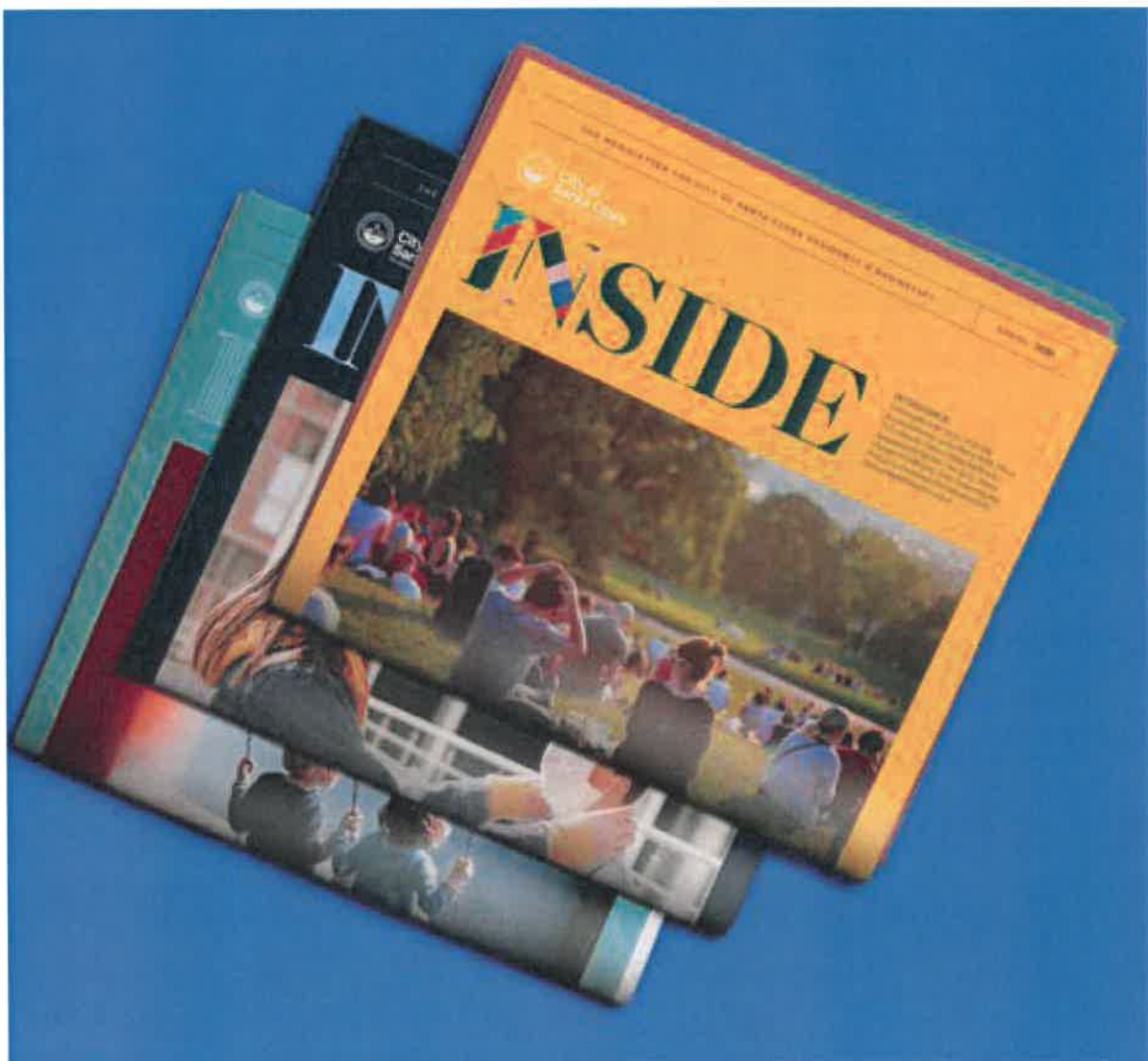




PROJECT NAME	CLIENT	COMPLETED	CONTACT
Inside Santa Clara newsletter	City of Santa Clara 1500 Warburton Ave. Santa Clara, CA 95050	2020	Lon Peterson Director of Communications (408) 646-3452, peterson@santaclaraca.gov

DESCRIPTION OF WORK

WTC redesigned the City of Santa Clara's newsletter. We utilize their new brand colors and incorporate a new aesthetic that is more focused on the user experience. We worked closely with a team of over a dozen departments to create the design. 16pg - 70lb Text 4/4 process 15" x 11" **Key Personnel:** Joven Orozco, Nikita Morton





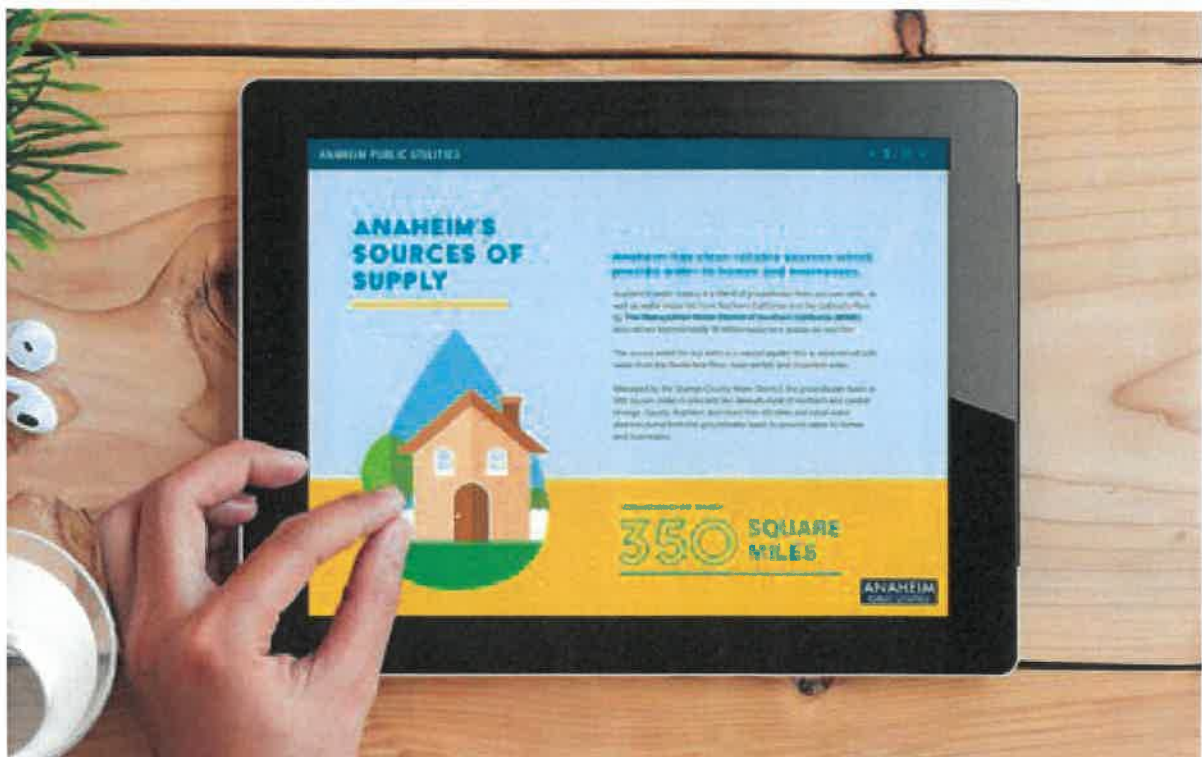
PROJECT NAME	CLIENT	COMPLETED	CONTACT
Water Quality Report	Anaheim Public Utilities 201 S. Anaheim Blvd. Suite 801 Anaheim, CA 92805	2019	Mark Bradley Senior Communications Specialist Project Manager 714.765.4226 MBradley@anaheim.net

DESCRIPTION OF WORK

In 2018, the City of Anaheim served 360,000 residents, 20,000 businesses and more than 50 schools with clean, healthy drinking water that meets or exceeds standards of quality set forth by the U.S. Environmental Protection Agency and the State Water Resources Control Board.

A new 2019 Water Quality Report produced by the We The Creative team on behalf of the City of Anaheim helps showcase these and other metrics to the public, as well as city partners and leadership. The colorful design and user-friendliness of the interactive PDF make the complex information feel easy to understand. **Key Personnel:** Joven Orozco, Nikita Morton





PROJECT NAME	CLIENT	COMPLETED	CONTACT
Seascope Newsletter Redesign	City of Santa Monica	2014-2019	Debbie Lee Chief Communications Officer (310) 458-8301, Debbie.Lee@smgov.net

DESCRIPTION OF WORK

We designed a monthly newspaper for print and digital applications. WTC had the privilege of having a significant impact on the design 'revolution' rather than a design 'evolution' which turned out to be a friendly, fun and uplifting experience.



PROJECT NAME	CLIENT	COMPLETED	CONTACT
Seascape Newsletter Redesign	City of Santa Monica	2014-2019	Debbie Lee Chief Communications Officer (310) 458-8301, Debbie.Lee@smgov.net

DESCRIPTION OF WORK

Interior Layout



PROJECT NAME	CLIENT	COMPLETED	CONTACT
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Seascope Newsletter Redesign City of Santa Monica

2014-2019

Debbie Lee
Chief Communications Officer
(310) 458-8301, Debbie.Lee@smsgov.net

DESCRIPTION OF WORK

Mobile application



Economic Development
Brochure

City of Hayward, 777 B
Street, Hayward, CA
94541

2015

Micah Hinkle, Economic Development
Manager, (510) 583-5546,
Micah.Hinkle@hayward-ca.gov

DESCRIPTION OF WORK

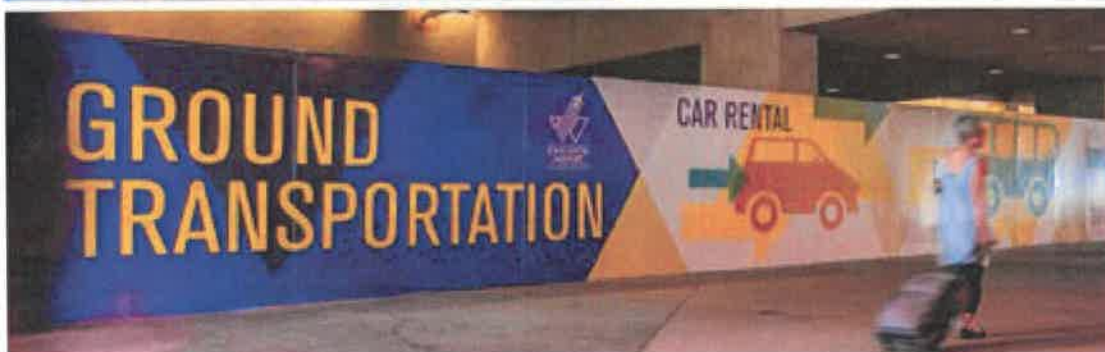
Soon after the City of Hayward rebranded its Economic Development Department, they asked WTC to create a compelling 12-page brochure befitting of the City's new position and its goals. The brochure content depicts new, progressive nature of the city and utilizes unconventional layouts, specialty paper and printing. The brochure was a huge success. It spurred communication with manufacturing companies and developers interested in making Hayward their new location.



PROJECT NAME	CLIENT	COMPLETED	CONTACT
John Wayne Airport Signage	John Wayne Airport, 3160 Airway Avenue, Costa Mesa, CA 9262	2015	Ann McCarley, Communications (949) 252-5163, amccarley@ocair.com

DESCRIPTION OF WORK

WTC designed and developed a mural to direct arriving guests to the ground transportation section of the airport.



PROJECT NAME	CLIENT	COMPLETED	CONTACT
Annual Report	OC Community Resources	2022	Mechelle Haines, Public Information Officer 714-480-2941, Mechelle.Haines@occr.ocgov.com 601 N Ross St, 6th Floor Santa Ana, CA 92701

DESCRIPTION OF WORK

WTC produced an annual report PDF and a Director's video message. The primary use of the annual report is to disclose operating and financial activities over the past year. WTC's goal is to create a compelling report that is easy to understand and keep the viewers engaged. The theme was "Open Doors". This report celebrates their ability to be innovative, safe and keep their doors open despite Covid restrictions. <https://occr.ocgov.com/about-us/annual-reports>



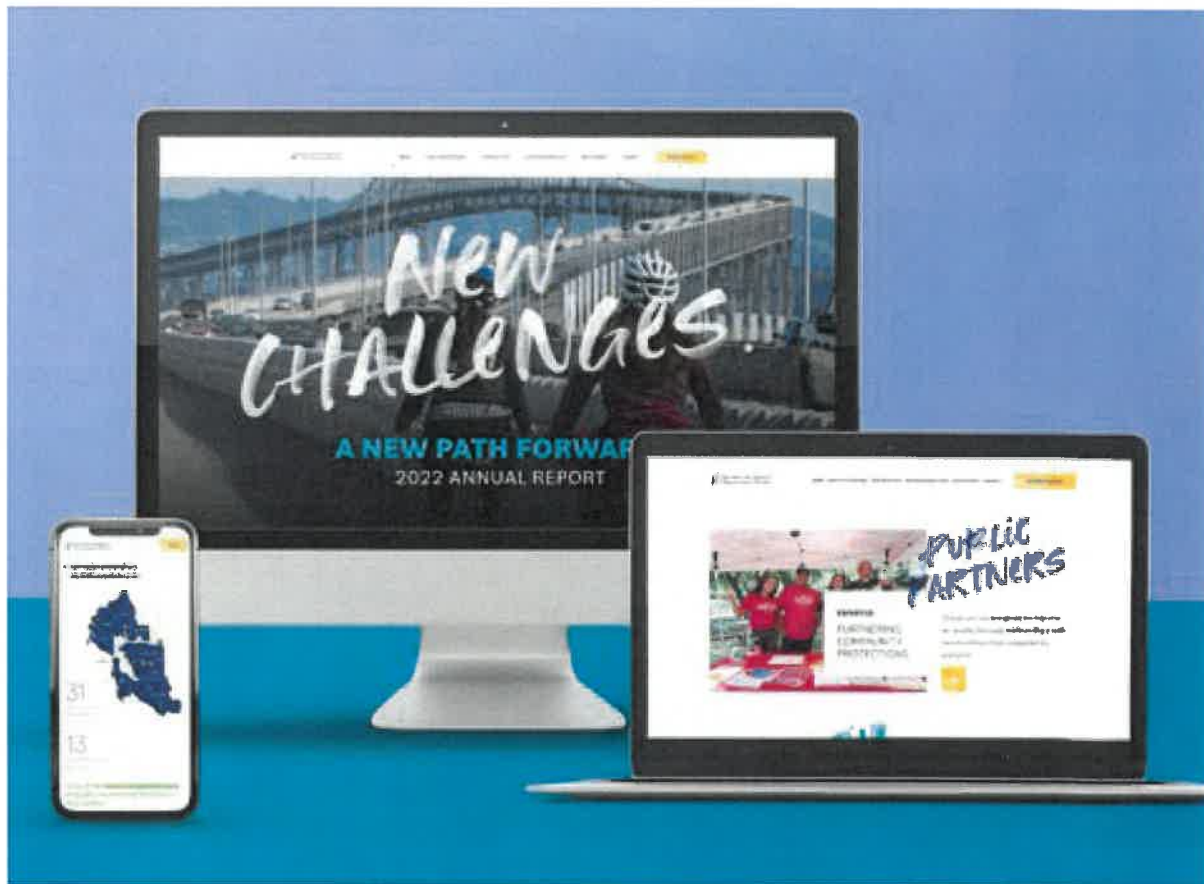


PROJECT NAME	CLIENT	COMPLETED	CONTACT
2022 Annual Report	Bay Area Air Quality Management District	2023	Tina Landis, Public Information Officer (415) 749-8649, tlandis@baaqmd.gov

DESCRIPTION OF WORK

Presenting the annual report titled "New Challenges. A New Path Forward." This captivating publication showcases a thoughtfully designed concept that reflects our organization's transformative journey. The report features an engaging blend of bright color accents juxtaposed with black and white typography and imagery, creating a visually dynamic experience. The addition of organic hand-drawn type overlays adds a touch of custom aesthetics, evoking a sense of grassroots authenticity. Whether exploring the interactive digital version or delving into the printed edition, readers are invited to embark on a compelling journey that highlights our commitment to embracing new challenges and forging a path toward a brighter future. Variations were available in 中文, Tagalog, Español, tiếng Việt.

<https://www.baaqmd.gov/publications/annual-reports>





PROJECT NAME	CLIENT	COMPLETED	CONTACT
OCTA Promotes Bike Week	Orange County Transportation Authority	2019	Ryan Armstrong, Section Manager (714) 560.5834, rarmstrong@octa.net

DESCRIPTION OF WORK

The Orange County Transportation Authority partnered with We the Creative to promote Bike Month 2019. The project had two parts 1) to educate both cyclists and motorists on bike safety 2) showcase how easy it is for anyone to use biking as a viable commute option that could easily connect to public rideshare options.



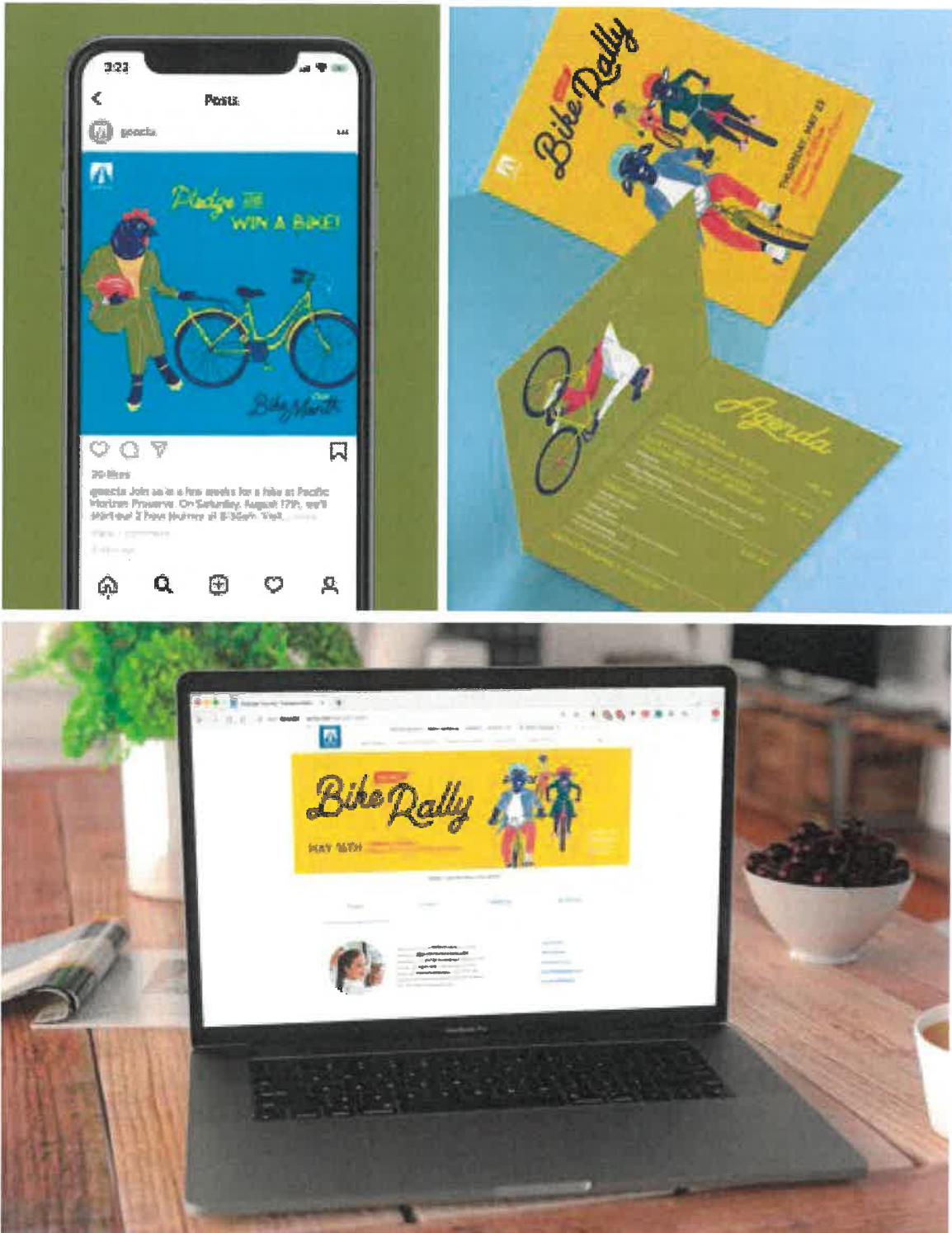
WTC created a fun and eye-catching campaign using bright, colorful illustrations of anthropomorphic animals in various bike related rideshare scenarios. We also incorporated clever puns into the playful educational graphics. The campaign included posters, bus wraps, postcards, social ads, website graphics, emails, and digital banners. We also created graphics for the OCTA Bike Rally which were used on postcards and t-shirts handed out to Bike Rally participants.





The project was very successful in educating the residents of Orange County on how easily they could fit biking into their daily errands or commute to work.





PROJECT NAME	CLIENT	COMPLETED	CONTACT
Bring Your Own Long Beach City #BYOLBC	City of Long Beach Environmental Services Bureau (ESB),	2018	Erin Rowland Waste Diversion/Recycling Officer (562) 570-2851 Erin.Rowland@longbeach.gov

DESCRIPTION OF WORK

Develop a strategic marketing campaign and execution plan to engage and convert residents to bring their own reusable coffee/drink cups, straws, to-go containers and grocery/produce bags to reduce their reliance on disposable single-use items.

- Increase awareness of the EPS ordinance
- Educate residents on BYO options
- Increase participation in the City of Long Beach's Bring Your Own (BYO) initiatives
- Develop measurable metrics

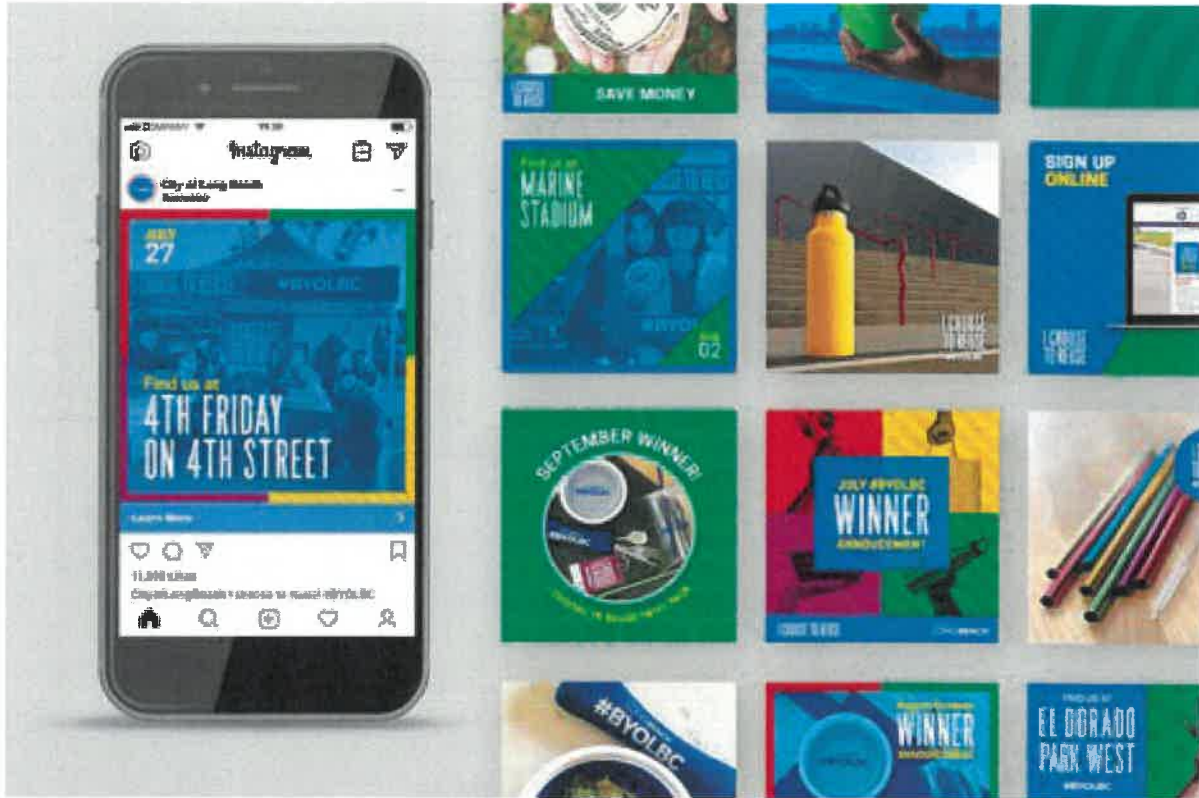
The design direction chosen was a play on the iconic Rosie the Riveter "Call to Arms" poster. By reinforcing the "We Can Do It" message, the concept was to show different forearms holding up a variety of reusable containers alongside the tagline "I choose to reuse" personifying empowered and passionate residents making the choice to make the change. The bright primary color palette and varying patterned backgrounds were eye-catching and representative of Long Beach's diversity.

The campaign ran during the summer of 2018 and partnered with the City Park/Rec/Marine Bureau to educate residents through a booth at City Events and through the use of Street Teams reaching out to residents at the events. This was one way we were able to directly interact with city residents. Overall, the Street Teams were present at more than 20 city-wide events.

Deliverables/marketing items:

- Social Media (Facebook, Instagram, Twitter)
- Google Ads
- Weekly Emails (welcome/signup email, event update email)
- Website Landing Page
- 2 Billboard Ads
- Tchotchke/Giveaway Items
- Street Team Events (included canopy and table signage, t-shirts and marketing material)





SOCIAL CAMPAIGN (More than 150 posts in 13 weeks)



EMAIL CAPTURE HANDOUT



3 REASONS HANDOUT





WEBSITE DESIGN



EMAIL DESIGN





STREET TEAM HANDBOOK



STREET TEAM POP-UP TENT





CONCERTS



MUD MANIA



4TH FRIDAY

ACTIVATIONS





TO GO CONTAINERS



BAGS



REUSABLE METAL STRAWS

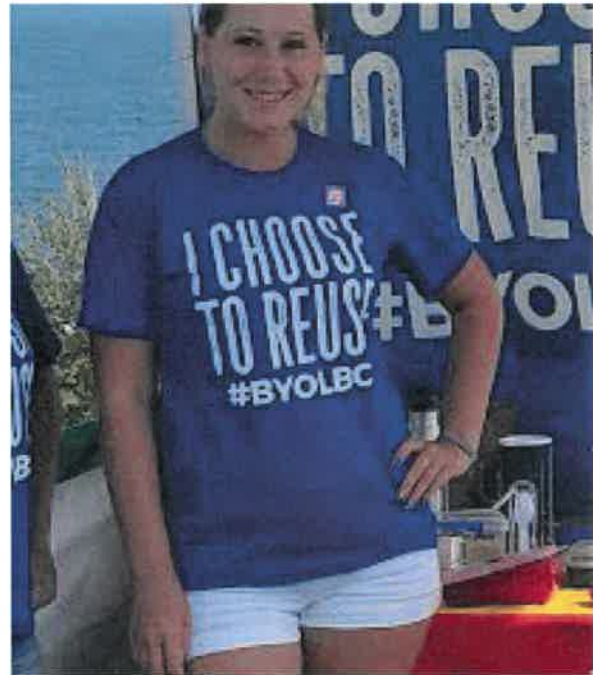


CAMPAIGN PIN





REUSABLE CUPS



STAFF SHIRTS



BILLBOARD DESIGN



PROJECT NAME	CLIENT	Details
The View Newsletter	City of Mountain View	Lenka Wright City of Mountain View 500 Castro St. Mountain View, CA 94041

DESCRIPTION OF WORK

We The Creative partnered with the City of Mountain View to refresh their newsletter, The View, as part of their rebranding project. Our focus was understanding the city's objectives and visual language. We The Creative ideated design approaches to create a modern publication that resonated with residents. Using updated brand elements, we crafted a cohesive layout, capturing the essence of the community. We established a quarterly publication schedule, curating content that highlighted initiatives and events. Regular communication and updates ensured a successful collaboration. The revitalized version of The View reflects the city's rebranding efforts and engages the community, strengthening their connection.





JILLIAN MARTINEZ Account Manager (Key Staff)



Jillian works closely with clients and internal teams to best meet client needs. Her responsibilities encompass administration, project tracking, research and handling budgets as well as composing client correspondence, creating presentations and maintaining contact lists.

GOVERNMENT EXPERIENCE

3 Years: City of Lancaster, City of Long Beach, City of Santa Monica, John Wayne Airport, Orange County Transportation Authority, Town of Danville, SunLine Transit Agency and Sonoma County

EDUCATION

Bachelor of Arts Communications: Advertising, California State University, Fullerton, 2017

EXPERIENCE

07/18 - Present

Jovenville, LLC/We The Creative

27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675

Duties: Responsible for client services and traffic for all projects. Works closely with all clients with the ability to understand client needs and get projects done on time and within budget.

10/17 - 05/18

Digital Marketing Specialist, Your Marketing People

200 Spectrum Center Dr Suite 300-B, Irvine, CA 92618

Managed different client accounts on social media, website content, email marketing, SEM campaign creation and copywriting. Managed and assigned tasks to myself and coworkers for clients' projects through Asana and participated in weekly meetings. Created and edited email marketing campaigns through marketing automation tools like Dotmailer, Marketo, and MailChimp. Built social media campaigns, create and manage social media calendars, create content, and edit pictures in Photoshop for clients. Read clients' Google Analytics and Google Ad Words reports.

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Suite, Dotmailer, MailChimp, Google Analytics/Adwords, Marketo, Social Media, Microsoft Office



JOVEN OROZCO President & Chief Creative Officer (Key Staff)



Joven integrates the fundamental understanding of business goals and objectives with precise creative solutions to produce and deliver accurate products. He provides strategic supervision on all client projects from initial discovery to final delivery. Joven always works hard to remain fresh, competitive and ahead of the market.

GOVERNMENT EXPERIENCE

15 Years: City of Aliso Viejo, City of Anaheim, City of Carlsbad, City of Costa Mesa, City of Hayward, City of Irvine, City of Long Beach, City of Palo Alto, City of San Buenaventura, City of Santa Monica, John Wayne Airport, Los Angeles County, Los Angeles World Airports, Omnitrans of San Bernardino, Orange County Council of Governments, Orange County Transportation Authority, Sonoma County, Van Nuys Airport

EDUCATION

Bachelor of Fine Art with an emphasis in Graphic Design, California State University, Fullerton, 1995

EXPERIENCE

07/95 - Present

Chief Creative Officer, Jovenville, LLC/We The Creative, 27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675

Duties: Team leader responsible for strategic and creative direction for all projects and to oversee all work through production and delivery

07/96 - 01/00

Partner, Joken Industries 2814 Lafayette Ave., Newport Beach, CA 92663

Duties: Responsible for creative development, sales and marketing

09/96 - 05/97

Typography Instructor, Cal State University, Fullerton, 800 N. State College Blvd., Fullerton, CA 92831

Duties: Responsible for class structure and nurturing students to become good designers who understand the importance and fundamentals of type

CLUBS / ORGANIZATIONS

AIGA Orange County, Board Member, Vice President of Operations

Orange County Ad Federation, Member

AWARDS

Orange County Ad Club Judges Choice, AIGA OC Design Awards, Best of Show, OCPRSA, Best of Show, and How Magazine Best of Category



JAZMIN BANGURA Project Manager (Key Staff)



An experienced project manager, combines a background in music with a problem-solving passion. She excels in developing and implementing marketing strategies, optimizing content performance through data and analytics. Jazmin's creative and technical skills make her invaluable in project management, ensuring success in delivering innovative solutions.

SKILLS

Project Management, Digital Marketing Management, KPI Development, AI Prompt Engineering, Campaign Implementation, Creative Problem Solving, Time Management, Attention to Detail, Content Optimization, Process Design, Budget Management

EXPERIENCE

05/23 - Present

Jovenville, LLC/We The Creative

27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675

Duties: Responsible for client services and traffic for all projects. Works closely with all clients with the ability to understand client needs and get projects done on time and within budget.

02/23 - 05/23

KR8 Agency / Project & Operations Manager

Designed and implemented operations systems that increased team productivity by 10% in 14 days, including workflow processes, task management tools, and reporting systems. Developed and maintained project plans, budgets, and timelines, ensuring timely delivery of high-quality work. Coordinated cross-functional teams of designers, writers, and account managers to execute successful marketing and public relations campaigns for fashion clients. Managed vendor relationships and oversaw contract negotiations, ensuring cost-effective solutions and high-quality deliverables. Developed and maintained strong relationships with clients, serving as the primary point of contact for project updates and issue resolution. Contributed to new business development efforts by identifying potential clients, developing proposals, and participating in pitches. Streamlined internal communication channels and established best practices for project management, resulting in a more efficient and collaborative work environment.



ANDY RUIZ Creative Director (Key Staff)



Andy works professionally in tandem with his education. He has gained valuable on-the-job practical experience to supplement textbook knowledge with his work on concept-driven branding and marketing campaigns. As a passionate designer, he continues to challenge himself by making visually-compelling designs that are both purposeful and solution-oriented.

GOVERNMENT EXPERIENCE

6 Years: City of Anaheim, City of Costa Mesa, City of Hayward, City of Lancaster, City of Long Beach, City of Palo Alto, City of Santa Monica, John Wayne Airport, Los Angeles County, Marin Transit, Orange County Transportation Authority, SunLine Transit Agency, Sonoma County

EDUCATION

Bachelor of Fine Art with an emphasis in Graphic Design, California State University, Fullerton, 2015

EXPERIENCE

04/15 - Present

Jovenville, LLC/We The Creative, 27132 Paseo Espada, Ste. B1225, San Juan Capistrano, CA 92675
Duties: Works closely with design team to carry out designs across a variety of mediums.

04/15 - 06/15

Graphic Design Assistant, CSUF Mihaylo College of Business and Economics
Focused on print-driven projects. Collaborated with lead designer and marketing manager. Work on large college campaigns and projects from concept to design and production.

12/09 - 02/13

Graphic Designer, Komet Creations LLC
Responsible for print projects, consisting of product catalog and ads. Maintained website and designed monthly eblast. Developed and designed plush products. Photographed all product images. Communicated with art directors of major corporations to produce licensed products.

COMPUTER SKILLS

Proficient in all the latest graphic programs including, Adobe Photoshop, Illustrator, Acrobat, Indesign, Microsoft Office, Macromedia Dreamweaver, Fireworks, Flash, and Quark Xpress

CLUBS / ORGANIZATIONS

AIGA Orange County, Member

AWARDS

Orange County Ad Club Judges Choice, AIGA OC Design Awards, Best of Show, OCPRSA, Best of Show, and How Magazine Best of Category



KINSEY DAVIS Graphic Designer



Visual Storyteller, Graphic Designer, and Art Director located in Seattle, WA. Passionate about brand identity, editorial design, brand campaigns, photo art direction, and packaging.

EDUCATION

Bachelor of Arts, Graphic Design, Western Washington University, 2013

EXPERIENCE

01/21 - Present

Jovenville, LLC/We The Creative, Graphic Designer

27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675

Duties: Design and develop collateral materials for print and digital media. Project and production management.

03/19 - 11/20

Compass, Associate Design Manager

Seattle, Washington

Promoted twice in 17 months. Managed team of two designers while balancing full workload capacity; Partnered with Marketing Strategists to elevate the customer experience through world-class design materials across all channels. Led local photography and art direction, and spearheaded top-level brand advertising experiences for regional luxury programs. Actively led internal initiatives to promote inclusivity, mentorship, and cross-collaboration.

03/17 - 08/18

Amazon, Senior Designer

Seattle, Washington

Freelanced as a Brand Designer for Amazon's internal agency, Day 1. Developed and executed co-branding initiatives with major retail and boutique brands. Created cross-site branded campaigns from concept to launch. Developed packaging systems for new program launches and editorial and technical design for long-format brand books including brand strategy and visual identities.

03/17 - 08/18

Starbucks, Visual Communications Designer

Seattle, Washington

Worked as liaison between Visual Communication team and Visual Merchandising Design team. Designed comprehensive communication documents from concept through print for internal strategies and store communications while maintaining Starbucks brand and voice throughout.



ERIC LUMBA Graphic Designer



Eric is responsible for graphic design of all projects. Eric works with the client to identify the needs of the client to ensure each project is a smooth process. Eric has a serious commitment to customer service and is one of the main reasons for the success and growth of We The Creative.

GOVERNMENT EXPERIENCE

10 Years: City of Anaheim, City of Costa Mesa, City of Hayward, City of Long Beach, City of San Buenaventura, City of Santa Monica, John Wayne Airport, Los Angeles World Airports, Omnitrans of San Bernardino, Orange County Transportation Authority, Van Nuys Airport

EDUCATION

Bachelor of Fine Art with an emphasis in Graphic Design, California State University, Fullerton, 1993

EXPERIENCE

2011 - Present

Jovenville, LLC/We The Creative, 27132 Paseo Espada, Suite B1225, San Juan Capistrano, CA 92675

Duties: Responsible for art direction, client services and traffic.

2004 – 2007

Design Instructor, California State University, Fullerton

Instructed Typography A, B, and C to university students in the Graphic Design program of CSUF. Create lesson plans; lecture; demo software and design tools; assign projects; critique projects; counsel students.

1992 - 2000

Art Director, B&A Marketing & Consulting

- Spearhead company's web and multimedia initiatives; concept, art direction and design of marketing and collateral materials (brochures, media kit, direct mail); development of corporate and brand identities; packaging design; design of trade show graphics and materials; participate in strategic planning of marketing campaigns; lead brainstorming sessions; market research.

COMPUTER SKILLS

Proficient in all the latest graphic programs including Adobe Photoshop, Illustrator, InDesign, AfterEffects, Microsoft Word & Excel, HTML coding.



JULIE BOS Copywriter



Copywriting skills for journals, newsletters, web content, e-mail blasts, product branding/messaging, sales literature, brochures, ads, feature stories, case studies, white papers, direct-response marketing, videos, press releases, product demonstrations and annual reports. Additional skills include project and budget management, interviewing, graphic design/layout and print production.

GOVERNMENT EXPERIENCE

6 Years: John Wayne Airport, Orange County Transportation Authority, OC Waste & Recycling

EDUCATION

Bachelor of Arts, Communications/Advertising with Honors, California State University, Fullerton 1989

EXPERIENCE

02/00 - Present

President and Copywriter, Bos Communications

AMR Marketing Group, Beckman Coulter, Agency Ingram Micro, Mazda USA, Corinthian Colleges, D-Link, Toshiba (laptops), Microsoft, Cisco, OCTA, Cal Poly Pomona, Grifols Diagnostics, Presbyterian Intercommunity Hospital (PIH Health), St. Joseph Hospital, St. Jude Medical Center, Workforce Management Magazine, Avery Dennison, LexisNexis, Rhythm Interactive (Website Agency) Jovenville (Creative Agency), Beckman Coulter, UCI Pediatrics, Targus, Cal State San Bernardino, Saba Software

CAREER ACHIEVEMENTS

Global Strategic Messaging: Created all-new product messaging for Grifols Global Marketing, supporting a strategic re-launch after company acquisition.

Toshiba Laptop Division (2011-present): Create quarterly product branding/messaging, headlines, web pages and Amazon A+ content for all Toshiba laptops, storage products and TV product lines.

Healthy Living Magazine (2010-present): Contribute 10-15 articles for PIH Health quarterly community magazine, distributed to 250,00 homes in Southern California.

Mazda Dealership Magazine (2005-2008): Contributed 7-10 articles for Mazda's bi-monthly FUEL Magazine (circulation 20,000), distributed to 700+ Mazda North America dealerships nationwide.

Agency Ingram Micro (AIM): Consistently create 10-20 reseller emails/e-newsletters per month for Top Tier manufacturers within the distribution channel.



6. VENDOR QUESTIONNAIRE



**RFP 23 – 8
Printing, Graphic Design, and Mailing Services
Appendix C – Vendor Questionnaire**

Business Name	We The Creative (WTC) DBA of Jovenville LLC
Business Address	3349 Michelson Drive, Suite 200, Irvine, CA 92612
Business Phone Number	(877) 887-1318
Contact Person Name and Title	Joven Orozco, President and Founder
Contact Person Phone Number	(877) 887-1318 & (949) 463-7887
Contact Person Email Address	Joven@WeTheCreative.com

Please submit responses to the following questions:

1. Is your business primary office located within the City of Montebello? If so, you may qualify for the local vendor preference. Please submit a copy of your business license with your proposal submission.	No. We are located at Irvine, California
2. How many years of experience do you have providing printing services?	More than 27 years, since our inception in 1995
3. How many years of experience do you have providing graphic design services?	More than 27 years, since our inception in 1995



4. Have you ever provided services for a public agency (e.g. city, county, state, Federal, school district)?	Yes. Please refer to the proposal document for a short list of our public agency customers
5. If you answered "yes", please provide the name of the public agency that you most recently provided services?	Anaheim, Beaumont, Costa Mesa, CSUF, Danville, Glendale, Irvine, John Wayne Airport, Los Angeles, LA County, Lancaster, Long Beach, Marin Transit, Mountain View, Nashville, OCTA, Oxnard, San Jose, Santa Monica, UNDP
6. Can you provide same day/expedited services?	Yes.
7. Do you have a web-based platform for submitting/receiving business card orders?	Yes.



Bid Results

Bidder Details

Vendor Name We The Creative
Address 3349 Michelson Drive, Suite 200
Irvine, California 92612
United States
Respondee Joven Orozco
Respondee Title President
Phone 877-887-1318
Email jovon@wethecreative.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 07/19/2023 11:21 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 339037
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
WTC_COM_RFP.pdf	WTC_COM_RFP.pdf	Response File
WTC_COM_RFP_Questionnaire.pdf	WTC_COM_RFP_Questionnaire.pdf	Vendor Questionnaire (Required)
		City of Montebello Business License Certificate (Optional for Local Business Preference)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
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Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Graphic Design Services							\$3,000.0000		
41			Graphic Design Services	Hour	30	\$100.0000	\$3,000.0000	Yes	average cost... there are different fees
Misc Services/Fees							\$630.0000		
42			Expedited Service Fee	Fee	1	\$20.0000	\$20.0000	Yes	20% rush charges may apply
43			Delivery Service Fee (See locations in Section 6.0 - Scope of Work)	Fee	1	\$610.0000	\$610.0000	Yes	
44			Set-Up/Installation Fee (Ex. Banner Installation/Mounting and Removal)	Fee	1	\$100.0000	\$100.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Letters	\$5,638.7910
Newsletters (See Sample Item No. 1 - Newsletter)	\$22,994.3300
Brochures (See Sample Item No. 2 - Brochure)	\$1,816.2500
Flyers (See Sample Item No. 3 - Flyer)	\$1,007.2500
Business Cards (See Sample Item No. 4 - Business Card)	\$720.0000
Postcards (See Sample Item No. 5 - Postcard)	\$565.3300
Banners (See Sample Item No. 6 - Banner)	\$10,574.8000
Signs (See Sample Item No. 7 - Sign)	\$5,998.5000
Bound Books (See Sample Item No. 8 - Bound Book)	\$2,966.2500
Apparel/Promotional Items	\$7,894.5000
Graphic Design Services	\$8,000.0000
Misc Services/Fees	\$630.0000
Grand Total	\$77,806.0010

Agr No. 4146 - We The Creative (Final)

Final Audit Report

2023-09-26

Created:	2023-09-26
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaKaHIfebYAHx-CUs-gxiHzaxJn-I9kpfq

"Agr No. 4146 - We The Creative (Final)" History

-  Document created by Micah Herd (mherd@montebelloca.gov)
2023-09-26 - 1:19:13 PM GMT
-  Document emailed to Joven Orozco (joven@wethecreative.com) for signature
2023-09-26 - 1:20:23 PM GMT
-  Email viewed by Joven Orozco (joven@wethecreative.com)
2023-09-26 - 3:16:19 PM GMT
-  Document e-signed by Joven Orozco (joven@wethecreative.com)
Signature Date: 2023-09-26 - 3:16:39 PM GMT - Time Source: server
-  Agreement completed.
2023-09-26 - 3:16:39 PM GMT



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: AMEND THE FISCAL YEAR 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET TO APPROPRIATE CARRYOVER FUNDS FOR VARIOUS PROJECTS

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Amend the adopted Fiscal Year 2023-24 budget by increasing appropriations in the various accounts as detailed on Attachment A, Capital Improvement Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City Council annually adopts an operating and capital budget, providing appropriations for day- to -day operations as well as larger, multi-year projects such as street paving and rehabilitation, concrete repair, intersection improvements, and other related projects. Over the past four years, Staff has improved the manner in which the City's Capital Improvement Program (CIP) budget is managed. Each year, estimated budgets are presented for the various CIP projects, many of which are either multi-year or span across fiscal years. Depending on the scope, nature and type of CIP project, not all appropriations are spent or encumbered in one fiscal year -- as opposed to operating expenses which are spent in a single fiscal year.

In the past, the City did not utilize a comprehensive "carryover" process that is a common practice in other government agencies. That is, prior to Fiscal Year 2022-23, there was no mechanism whereby committed, but not yet encumbered or expended, appropriations would be re-budgeted in a subsequent fiscal year. This carry-over process is a standard

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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operation in other municipalities, and naturally occurs after the close of the prior fiscal year. Essentially, each project's budget from the prior year along with expenditures and encumbrances through June 30 are analyzed to determine if the remaining un-committed budget amount is still needed in the new fiscal year. This carryover process ensures adequate budget is available in the current fiscal year to complete the specific project. In addition, the carryover process ensures "double-budgeting" does not occur, which had happened in prior budgets due to the fact that a carryover process did not exist and staff did not have a clear picture of what previously budgeted funds needed to be re-appropriated.

This is now the second year in a row where a formal carryover process is being conducted for in-progress CIP projects. Finance and Public Works staff worked together to develop a carry-over list for FY 2023-24 (Attachment A). Each of the projects listed will continue into FY 2023-24, some have already begun and others may begin in the current fiscal year. Regardless of their current status, Public Works staff has determined that the "Budget Need to Amend" amount listed on Attachment A is needed in order to continue progress on each project listed.

The proposed CIP carryovers (Attachment A) utilize available and existing funding from Gas Tax, Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater), Road Maintenance and Rehabilitation Account (RMRA/SB1), and remaining "Paving the Way" bond proceeds. Appropriation of these funds will allow previously approved CIP projects to have remaining project funds re-appropriated and available in FY 2023-24 (i.e., carryover amounts). The "Budget Need to Amend" column on Attachment A represents the appropriations needed for each project. In total, across the various funding sources, the budget increase will be \$23,501,584, spread over twenty-four (24) different projects.

BACKGROUND/DISCUSSION:

A part of the annual budget development process is for the City Council to adopt an annual CIP budget encompassing projects across all departments and functional areas. On June 14, 2023, the City Council adopted the operating and CIP budgets for FY 2023-24 (Attachment B). The adopted CIP budget only included funding for new projects in FY 2023-24 (i.e., those projects not appropriated in previous budgets) or additional funding for existing projects where the amount was known as of June, 2023. The FY 2023-24 CIP budget did not include appropriations of uncommitted funds. The projects and funding sources summarized in Attachment A represent those projects requiring a budget amendment as part of the carryover process in order for the projects to continue through to completion.

Public Works and Finance continue to work together to improve the budget process for CIPs, ensuring committed -- but not spent or encumbered -- project budgets are carried over as part of the year-end close process to avoid any lapsing in funds. The carryover amounts are an imperative part of the committed project budgets and assist with accurately determining the fund balance of each funding source. The recommended action will ensure the appropriations are accurately budgeted for future CIP projects, and will help avoid requesting unprogrammed funds to be utilized for existing project

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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expenses.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve the amendment of the adopted Fiscal Year 2023-24 Capital Improvement Program (CIP) budget by increasing appropriations in the various accounts as listed in Attachment A, for a total of \$23,501,584

ATTACHMENT(S)

1. ATTACHMENT A - CIP Budget - Carryover Amounts
2. ATTACHMENT B - Adopted FY 2023_24 CIP Overview-Description

NEXT STEPS:

N/A

CITY OF MONTEBELLO
CAPITAL PROJECTS EXPENDITURES BUDGET BY FUNDING SOURCE, CARRYOVER LIST
FISCAL YEAR 2023-2024

CP#	PROJECT #	PROJECT NAME	GL ACCOUNT #	FUNDING SOURCES	CIP BUDGET AS OF 5.16.23	Current Fiscal Year Budget	BUDGET NEED TO AMEND
	100.102.10	Self Evaluation Report and ADA Transition Plan	215-99-7116	PROP C	87,655.00	4,583.00	87,655.00
	100.104.10	PROP A CAPITAL RESERVE (GREEN LINE STATION)	210-99-7116	PROP A	6,000,000.00	2,000,000.00	4,000,000.00
	100.171.10	Systemic Safety Analysis Report Program, Measure R	220-99-7116	MEASURE R	-	557.00	224.00
CP 890	100.191.10	Garfield Ave at Via Campo Ave. Bus Turnout	210-99-7116	PROP A	1,719,474.00	1,110,156.00	609,318.00
	100.399.10	2009 Bond Proceeds related projects	100-99-929-7115	2009 Bond	-	-	127,193.75
CP 851	100.402.10	HSIP 3 Intersections Safety Improvements., HSIP	265-3015-2016-079-7116	HSIP	843,449.00	-	835,573.00
CP 851	100.402.20	HSIP 3 Intersections Safety Improvements., Prop C	215-99-7116	PROP C	609,273.00	-	609,273.00
CP 851	100.402.40	Various Intersection Improvements (HSIP Cycle7)	220-99-7116	MEASURE R	85,000.00	-	85,000.00
CP 851	100.402.50	Various Intersection Improvements (HSIP Cycle7)	200-99-6040.10	GAS TAX	294,486.00	9,797.00	282,018.50
	100.433.10	Montebello Paving the Way, Measure R	220-99-7117	Measure R (Bond)	1,656,429.00	-	1,682,032.43
	100.433.20	Montebello Paving the Way, Measure M	222-99-7117	MEASURE M (Bond)	2,098,279.00	-	2,130,712.37
	100.433.30	Montebello Paving the Way, Prop C	215-99-7117	PROP C (Bond)	11,174,596.00	-	11,347,322.61
	100.439.10	East LA Sustainable Median Storm Water Project	229-99-6040.10	Measure W	758,106.00	758,100.00	6.00
CP 901	100.901.10	Bluff Rd. Slope Stabilization Project	200-99-7116	GAS TAX	300,000.00	-	300,000.00
CP 902	100.902.20	Traffic Signal Maintenance	222-99-7116	MEASURE M	200,000.00	-	200,000.00
CP 905	100.905.10	Olympic Blvd. Complete Street Feasibility Study	201-99-7116	RMRA	300,000.00	-	300,000.00
CP 910	100.910.10	TSSP Olympic Blvd, Gas Tax	200-99-6040.95	GAS TAX	161,400.00	-	161,400.00
CP 912	100.912.10	TSSP Beverly Blvd, Prop C	215-99-7116	PROP C	1,150,000.00	575,000.00	575,000.00
CP 913	100.913.20	Annual Street Resurfacing - Grind & Overlay, TDA	223-99-7116	TDA ARTICLE 3	100,000.00	-	100,000.00
CP 917	100.917.10	Plaza Drive Reconstruction	215-99-7116	PROP C	784,211.00	784,200.00	11.00
CP 918	100.918.10	Via San Clemente Entry Road, Gas Tax	200-99-7116	GAS TAX	1,400,000.00	-	1,400,000.00
CP 918	NO PROJECT	Via San Clemente Entry Road, RMRA	201-99-7116	RMRA	-	1,400,000.00	(1,400,000.00)
	NO PROJECT	On-Call Engineering Services	229-30-315-6040.10	MEASURE W	-	-	19,782.00
	NO PROJECT	SIGNS, HARDWARE, ASPHALT	200-99-6040.10	GAS TAX	275,000.00	225,938.00	49,062.00
TOTAL					37,363,358.00	15,076,634.00	23,501,583.66



**City of Montebello
Capital Improvement Program (CIP)
Funding Source Summary
FY 2023-24 Budget**

Fund Description	Fund Number	New Appropriations	Carryover Appropriations*	Total Funding:
Gas Tax	200	2,205,000	755,886	2,960,886
Proposition A	210	3,050,000	5,019,474	8,069,474
Proposition C	215	2,424,011	1,271,928	3,695,939
Measure M	222	2,599,300	200,000	2,799,300
Measure R	220	2,021,900	85,000	2,106,900
Measure W	229	758,106	-	758,106
SB1/RMRA	201	1,100,000	-	1,100,000
TDA-3	223	100,000	-	100,000
HSIPL	Grant (265)	-	843,449	843,449
SSARP	Grant (265)	-	-	-
Prop C - Paving the Way	215	-	11,174,596	11,174,596
Meas M - Paving the Way	222	-	2,098,279	2,098,279
Meas R - Paving the Way	220	-	1,656,429	1,656,429
		14,258,317	23,105,041	37,363,358

**These amounts are estimates; actual amounts will not be known until after June 30, 2023. Subsequent City Council action will follow to re-appropriate carryover funds for applicable CIP projects.*



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Gas Tax (Fund 200)				
	Via San Clemente Entry Road	CP 918	1,400,000	
	Bluff Road Slope Stabalization	CP 901	300,000	C
	Various Intersection Improvements	CP 851	294,486	C
	TSSP - Olympic Blvd	CP 910	161,400	C
	Yunex Contract (Signal Maint)		280,000	
	Signs, Hardeare, Asphalt		275,000	
	Street Striping		250,000	
			2,960,886	
Proposition A (Fund 210)				
	Garfield / Via Campo Bus Turnout	CP 890	1,019,474	C
	Garfield / Via Campo Bus Turnout	CP 890	700,000	
	Metrol Local Return Admin Expenses		350,000	
	Capital Reserve - Green Line Station		4,000,000	C
	Capital Reserve - Green Line Station		2,000,000	
			8,069,474	
Proposition C (Fund 215)				
	Self-Evaluation Report - ADA Transiion Plan		87,655	C
	Plaza Drive Reconstrucion	CP 917	784,211	
	Various Intersection Improvements	CP 851	609,273	C
	TSSP - Beverly Blvd	CP 912	575,000	C
	TSSP - Beverly Blvd	CP 912	575,000	
	Paving the Way Debt Service		704,800	
	SGV COG		30,000	
	Gateway COG		30,000	
	Metro Local Return Admin Expense		300,000	
	Paving the Way Bond Proceeds		11,174,596	C
			14,870,535	
Measure M (Fund 222)				
	Via San Clemente Entry Road	CP 918	175,000	
	Annual Street Resurfacing - Grind / Overlay	CP 913	977,000	
	Annual Street Resurfacing - Reconstruction	CP 914	600,000	
	Annual Street Resurfacing - Slurry Seal	CP 915	150,000	
	Traffic Signal Maintenance	CP 902	200,000	C
	Paving the Way Debt Service		597,300	
	Metro Local Return Admin Expense		100,000	
	Paving the Way Bond Proceeds		2,098,279	C
			4,897,579	



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2023-24 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Measure R (Fund 220)				
	Via San Clemente Entry Road	CP 918	175,000	
	Various Intersection Improvements	CP 851	85,000	C
	Annual Street Resurfacing - Reconstruction	CP 914	582,000	
	Annual Street Resurfacing - Slurry Seal	CP 915	143,000	
	Annual Street Resurfacing - HYRAP	CP 916	144,000	
	Traffic Signal Maintenance	CP 902	200,000	
	Paving the Way Debt Service		527,900	
	Metro Local Return Admin Expenses		250,000	
	Paving the Way Bond Proceeds		1,656,429	C
			3,763,329	
Meausre W (Fund 229)				
	East LA Sustainable Storm Water Project		758,106	
			758,106	
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)				
	Olympic Blvd Street Feasability	CP 905	300,000	
	Annual Street Resurfacing - HYRAP	CP 916	800,000	
			1,100,000	
TDA-3 (Fund 223)				
	Annual Street Resurfacing - Grind / Overlay	CP 913	100,000	
			100,000	
HSIP (Grant)				
	Various Intersection Improvements	CP 851	843,449	C
			843,449	
TOTAL FY 2022-23 CIP BUDGET (New and Carryover)			37,363,358	

"c" = Carryover amount from prior fiscal year.



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gas Tax (Fund 200)			
Via San Clemente Entry Road	1,400,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Bluff Road at Beach Street Slope Stabilization	300,000	ES	Preliminary engineering for the restoration of the slope erosion related to the Beach Street Storm Drain. The storm drain was replaced last year upstream of the intersection of Bluff Road and Beach Street, along Beach Street. A temporary outlet down the slope into the County's Spreading Grounds was constructed. A permanent storm drain outlet needs to be constructed following the restoration of the eroded slope. Coordination with LA County Public Works is required for a permit issuance.
Various Intersection Improvements	294,486	D/C	Local Match for HSIP Cycle 7 Grant.
TSSP - Olympic Blvd	161,400	M	Los Angeles County as the lead agency in coordination with the City of Commerce and the City of Montebello to modify and synchronize the traffic signals along Olympic Boulevard between Indiana Street and Montebello Boulevard. The project includes minor concrete work such as the reconstruction of pedestrian curb ramps, installation of traffic signal-related equipment, cabinets, pull boxes, pedestrian push buttons, red curb markings, and striping. The City Council approved the City's local match in the total amount of \$161,400 on 4/10/23. (carryover funding previously approved)
Yunex Contract (Signal Maint)	280,000	M	Annual Traffic signal maintenance and repair services (Yunex Contract)
Signs, Hardware, Asphalt	275,000	M	As-needed replacement of road signs citywide, patching/repairing roads and other required preventative maintenance work
Street Striping	250,000	M	Re-striping streets at various locations citywide to restore existing striping and ensure safe lane demarcations and other on-road markings
	2,960,886		
Proposition A (Fund 210)			
Garfield / Via Campo Bus Turnout	1,019,474	D/C	Improvements along Via Campo and Garfield Avenue between State Route 60 and Via San Clemente, the improvements consist of widening Garfield Avenue for the creation of a dedicated bus turnout lane to eliminate the conflict between the buses stopping at the bus stop and vehicular traffic flow sharing the same driving lane (carryover funding previously approved)
Garfield / Via Campo Bus Turnout	700,000	D/C	Improvements along Via Campo and Garfield Avenue between State Route 60 and Via San Clemente, the improvements consist of widening Garfield Avenue for the creation of a dedicated bus turnout lane to eliminate the conflict between the buses stopping at the bus stop and vehicular traffic flow sharing the same driving lane (NEW funding for FY 2023-24)



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Metrol Local Return Admin Expenses	350,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Capital Reserve - Green Line Station	4,000,000	DS/O	"Reserve Fund" for future estimated expenditures for Green Line Station (NEW funding for FY 2023-24)
Capital Reserve - Green Line Station	2,000,000	DS/O	"Reserve Fund" for future estimated expenditures for Green Line Station (NEW funding for FY 2023-24)
	8,069,474		

Proposition C (Fund 215)

Self-Evaluation Report - ADA Transiion Plan	87,655	ES	The City of Montebello is required to conduct a self-evaluation and an ADA Transition Plan which identifies existing obstacles limiting accessibility and describes steps that are to be taken to ensure that facilities and elements within the public right of way are made accessible to all individuals. (carryover funding previously approved)
Plaza Drive Reconstrucion	784,211	D/C	Reconstruction of deteriorated asphalt pavement on Plaza Drive between Montebello Boulevard and San Gabriel Boulevard, including removal of existing asphalt pavement section and construction of new asphalt and road base with minor sidewalk repairs. Approved by the City Council on 2/8/23.
Various Intersection Improvements	609,273	D/C	Local Match for HSIP Cycle 7 Grant.
TSSP - Beverly Blvd	575,000	D/C	Los Angeles County as the lead agency in coordination with the City of Whittier and the City of Montebello to modify and synchronize the traffic signals along Beverly Boulevard. The project consists of traffic signal modifications and installation of related equipment, installation of push buttons, construction of sidewalk and pedestrian curb ramps, and striping. The project is grant funded. The City Council approved the the City's local match in the total amount of \$1,150,000 on 4/26/23. (carryover funding previously approved)
TSSP - Beverly Blvd	575,000	D/C	Los Angeles County as the lead agency in coordination with the City of Whittier and the City of Montebello to modify and synchronize the traffic signals along Beverly Boulevard. The project consists of traffic signal modifications and installation of related equipment, installation of push buttons, construction of sidewalk and pedestrian curb ramps, and striping. The project is grant funded. The City Council approved the the City's local match in the total amount of \$1,150,000 on 4/26/23. (NEW funding for FY 2023-24)
Paving the Way Debt Service	704,800	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
SGV COG	30,000	DS/O	Annual Council of Government dues payment



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gateway COG	30,000	DS/O	Annual Council of Government dues payment
Metro Local Return Admin Expense	300,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	11,174,596	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Wilcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
	14,870,535		
Measure M (Fund 222)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Annual Street Resurfacing - Grind / Overlay	977,000	M	Conventional grind-and-overlay is the preferred resurfacing method for streets with pavement condition index that ranges from 50 to 69. The work consists of pavement grinding and other preparatory work followed by pavement resurfacing with conventional hot-mix asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Reconstruction	600,000	M	Street reconstruction of streets that are severely damaged with an existing pavement condition index that ranges from 0 to 29. The work consists of removing the existing roadway pavement structural section (including asphalt and base) and replace it with a new roadway structural section. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Slurry Seal	150,000	M	Slurry Seal is applied on streets with pavement condition index that ranges from 70 to 89 and the work consists of the application of asphalt emulsion slurry seal, a maintenance treatment that prolongs the life of the asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance (i.e. equipment replacement)
Paving the Way Debt Service	597,300	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expense	100,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	2,098,279	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Wilcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
	4,897,579		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure R (Fund 220)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Various Intersection Improvements	85,000	D/C	Local Match for HSIP Cycle 7 Grant.
Annual Street Resurfacing - Reconstruction	582,000	M	Street reconstruction of streets that are severely damaged with an existing pavement condition index that ranges from 0 to 29. The work consists of removing the existing roadway pavement structural section (including asphalt and base) and replace it with a new roadway structural section. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Slurry Seal	143,000	M	Slurry Seal is applied on streets with pavement condition index that ranges from 70 to 89 and the work consists of the application of asphalt emulsion slurry seal, a maintenance treatment that prolongs the life of the asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - HYRAP	144,000	M	HyRAP is applied on streets with pavement condition index that ranges from 50 to 69 and are not eligible for a conventional grind-and-overlay. The work consists of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Ruber Aggregate Membrane (ARAM) and is top with the final layer of HYRAP asphalt pavement. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Paving the Way Debt Service	527,900	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expenses	250,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	1,656,429	DS/O	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Willcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
	3,763,329		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2023-24 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measures W (Fund 229)			
East LA Sustainable Storm Water Project	758,106	DS/O	Required annual contribution (5 year commitment) to LA County stormwater runoff project
	<u>758,106</u>		
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
Olympic Blvd Complete Street Feasibility Study	300,000	ES	Study to identify vehicular and pedestrian/bicycle safety improvements along the Olympic Blvd corridor.
Annual Street Resurfacing - HYRAP	800,000	M	HyRAP is applied on streets with pavement condition index that ranges from 50 to 69 and are not eligible for a conventional grind-and-overlay. The work consists of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Rubber Aggregate Membrane (ARAM) and is top with the final layer of HYRAP asphalt pavement. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
	<u>1,100,000</u>		
TDA-3 (Fund 223)			
Annual Street Resurfacing - Grind / Overlay	100,000	M	Conventional grind-and-overlay is the preferred resurfacing method for streets with pavement condition index that ranges from 50 to 69. The work consists of pavement grinding and other preparatory work followed by pavement resurfacing with conventional hot-mix asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
	<u>100,000</u>		
HSIP (Grant)			
Various Intersection Improvements	843,449	D/C	HSIP Cycle 7 Grant for traffic signal improvements to the following intersections: 1) Findlay Ave and Via Campo; 2) Garfield Ave and Via Campo; and 3) Garfield Ave and Whittier Blvd.
	<u>843,449</u>		
TOTAL	<u><u>37,363,358</u></u>		

***Phase Legend:**

E: Engineering studies

D: Design/Construction

M: Maintenance

D: Debt service and other expenses



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Michael Solorza, Director of Finance
Micah Herd, Senior Management Analyst

**SUBJECT: APPROVE SOFTWARE AGREEMENT WITH DARKTRACE FOR
CYBERSECURITY SOFTWARE SERVICES**

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a software agreement with Darktrace Limited (Darktrace) in an amount that shall not exceed \$192,800 over a four (4) year term to provide cybersecurity services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

If approved, Staff will be authorized to purchase the necessary software solution from Darktrace for \$192,800, which is the total expense over the proposed four-year term of the agreement. Darktrace will invoice the City once per fiscal year, beginning in November 2023, in the amount of \$48,200. The amount requested will allow Staff to renew the license annually through November 2027.

Funds for this expenditure were included as part of the Fiscal Year 2023-24 adopted budget in Account No. 100-21-420-6040.10 (General Fund – Finance/Information Technology – Contract Services – Outside Contracts). For this reason, a budget adjustment is not required. Furthermore, future budgets will be developed utilizing the annual expenditure amount for this software.

BACKGROUND/DISCUSSION:

Since 2021, the City has used Darktrace to improve cyber security. Since implementing

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

Page 2 of 3

Darktrace, it has proven to be an asset in accomplishing the Information Technology division's (DoIT) goal of protecting sensitive data, critical systems, and infrastructure. Some features of the software include:

- **Advanced Threat Detection:** The software identifies anomalous and potentially malicious behavior within the network in real time, enabling Staff to respond to emerging risks quickly.
- **Visibility and Network Monitoring:** Darktrace provides Staff unparalleled visibility into the City's network's traffic and activities. This enables Staff to address vulnerabilities and improve the City's overall security posture proactively.
- **Compliance Requirements:** The software meets many regulatory frameworks, including those governing the protection of sensitive citizen data, and mandates robust security measures. Darktrace's capabilities support compliance with these regulations, ensuring the City adheres to legal and ethical obligations.

Staff firmly believe that having this software provides an immediate and critical response to combat information technology cyber-security risks. This is especially essential as some of the most significant attacks have targeted government segments. Recent attacks illustrate the vulnerabilities of interconnected infrastructures and the failure of the inability to respond quickly.

Staff from the Division of Information Technology (DoIT) have conducted thorough research and determined that this software solution is proprietary and only available from one source. Therefore, it is requested that the City Council authorize this purchase as a sole source under Montebello Municipal Code Chapter 3.20.050B – Conformance with Bidding Procedures, which states:

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

Sole/Single Source Goods and/or Services: When the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms.

Darktrace is purchased directly from the software manufacturer and is not affiliated with a third party.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends issuing a purchase order to Darktrace Limited in the amount of \$192,800 to purchase network security software and related items. If approved, the Staff will purchase the software through November 21, 2027, at an annual (fiscal year) cost of \$48,200. Adequate funds have been included in the Fiscal Year 2023-24 budget for cybersecurity software.

ATTACHMENT(S)

1. Attachment A - Quote - Dark Trace
2. Attachment B - Sole Source Declaration - Darktrace - 10112023

NEXT STEPS:

N/A

Customer Name: City of Montebello
Shipping Address: 1600 W Beverly Boulevard, Montebello, CA 94640
Invoice Address: 1600 W Beverly Boulevard, Montebello, CA 94640
Attn: Alfredo Perez-Negron
Email: aperez-negron@MontebelloCA.gov

Product Order Form: 123351-202309-14-929206
Date Prepared: 2023/09/14
Expiry Date: 2023/10/31

Darktrace Offering :						
Product/Services Description	Quantity	Subscription Period (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
PREVENT <i>[Not Ordered]</i>						
DETECT						
Network						
Darktrace DETECT/Network	1,400 Devices	48.0	2023-11-22	2027-11-21		
RESPOND						
Network						
Darktrace RESPOND/Network	1,400 Devices	48.0	2023-11-22	2027-11-21		
Cyber AI Analyst <i>[for Network]</i>						
DEPLOYMENT USAGE FEES						
Darktrace Deployment Usage Fees/Appliance (Medium)	1	48.0	2023-11-22	2027-11-21		
Subscription period commencing on 2023/11/22 ("Commencement Date")						
Installation Services						
Standard Support Services including:						
Darktrace Services/Ask The Expert	1	48.0	2023-11-22	2027-11-21		
TRAINING						
eLearning Training						
Public Online Training						
Private Training (Remote)	2 Sessions					
					48,200	192,800
TOTAL						192,800

Terms and Conditions:	
1	By signing this Product Order Form ("Product Order Form"), issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Services Agreement included in the Appliance, which can also be found at: https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement"). Customer is already in possession of the Appliances listed above pursuant to a prior order, Darktrace shall not be required to provide any such Appliances to Customer pursuant to this Product Order Form.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip) (the "Appliance Specifications"). Should the Appliance Specifications be exceeded, additional Fees shall be payable. The Software is limited to 1,400 (one thousand four hundred) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given 7 day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
3	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30.
4	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
5	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
6	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.

For Customer

Signature: _____
Name: _____
Job Title: _____
Signature Date: _____
("Effective Date")

For Darktrace:

Signature: _____
Name: _____
Job Title: _____
Signature Date: _____



SOLE SOURCE DECLARATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY to the best of my knowledge, after analyzing pertinent information available to us at this time, the item(s)/service(s) listed below can only be furnished by the following vendor due to the following justification(s):

Item/Service	Darktrace Limited – Network Security Software
Vendor	Darktrace Limited
Address	Maurice Wilkes Building, Saint John's Innovation Park Cowley Road
City, State	Cambridge, UK

Justification: *Refer to Back Page of this Form for Accepted Justification and Indicate the Exception Claimed Below, Provide Additional Information as Needed*

Darktrace is the manufacturer of proprietary network security software in use at the City of Montebello. This software has been used for several years as the City's network security solution and has been fully integrated with existing solutions. Darktrace is the only vendor that can provide licensing and support.

I declare under penalty of perjury that the foregoing is true and correct.

Alfredo Perez-Negron, IT Manager

Date

Michael Solorza, Director

Date

Under “Justification” on Page 1 of this form, indicate which exception to the Purchasing Municipal Code (Chapter 3.20 et al) is being claimed to deem this purchase a “sole source purchase:”

Acceptable and Allowed Exceptions:

1. Only one manufacturer makes the item(s) meeting required specifications, AND that manufacturer only sells direct/exclusively through one regional/national vendor/representative.
2. The original manufacturer can only perform maintenance or repair services, AND the manufacturer does not have multiple agents to perform the required services.
3. Replacement and/or spare parts are exclusively available from the original manufacturer, AND the original manufacturer does not have distributors for those parts.
4. Patented items or copyrighted materials that are only available from the patent or copyright holder.
5. A consultant with a very unique expertise/background in a recognized field. The consultant has advanced or specialized knowledge or expertise gained over an extended period in a specialized area of experience. The consultant has received some certification from a nationally accredited institution (this could also fall into the “professional services” category).
6. A formal/informal survey has been conducted by the requesting Department and/or Finance Department to determine whether other vendors/consultants can satisfy the requirements of the item or service. The survey provides vendors/consultants with a list of detailed requirements, and they provide a written response regarding their capability to supply the item or service. If only one (1) vendor can meet all of the listed requirements, this survey may be used to support the sole source claim.
7. A collaborative project where a specific vendor/contractor/consultant is named by the funding agency and/or inter-agency agreement as the source of an item or service, and the use of the vendor/consultant is required for compatibility.



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Micah Herd, Senior Management Analyst
Michael Solorza, Director of Finance

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4148 WITH JONES AND MAYER LAW FOR POLICE DEPARTMENT LEGAL SERVICES

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No. 4148 with Jones Mayer Law in an amount that shall not exceed \$75,000; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

If approved, staff will be authorized to receive legal services related to Pitchess Motion Hearings, Henthorn/Giglio requests, and other services as detailed in the Request for Proposals (RFP). The estimated annual cost of services shall not exceed \$25,000 annually. This includes an annual \$5,000 contingency authorized at the City Manager's discretion if needed.

The agreement will have an initial term through June 30, 2026, and includes two (2), one (1) year extension options for a maximum term through June 30, 2028.

Sufficient funds for this expenditure were budgeted as part of the Fiscal Year 2023-24 budget in Account No. 100-80-815-6040.75 (General Fund – Police – Support Services – Contract Services – Legal Services). Subsequent fiscal years will include sufficient funds.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

Page 2 of 3

As part of the legal process involved with criminal and civil court cases, a request to review police personnel records may be submitted. The services of legal counsel that specializes in fulfilling these requests is required to ensure the process is facilitated in a timely manner and in accordance with governing laws.

On Monday, August 14, 2023, the City issued a RFP for Pitchess Motions, Henthorn/Giglio Requests, and other legal services. The RFP was posted on PlanetBids, and notices were emailed to several prospective bidders. The RFP closed on Thursday, September 14, 2023, with three (3) responses. Bidders provided service pricing based on the City's projected annual consumption. The following is a list of the bidders who responded and their locations (in alphabetical order):

- **Jones & Mayer – Fullerton**
- **Liebert Cassidy Whitmore- Los Angeles**
- **Richards, Watson, Gershon- Los Angeles**

After receiving the responses to the RFP, an evaluation committee was formed to review each proposal submission. The evaluation committee consisted of individuals within the Police Department. The responses were evaluated based on the following criteria:

- **Proposed Fees/Cost (20 points)**
- **Qualifications (50 points)**
- **Reputation/Reference Checks (30 points)**

Upon completing the evaluations, staff recommend awarding an agreement to Jones Mayer Law.

The proposal submitted by Jones Mayer Law was the most comprehensive and demonstrated an ability to provide the services required by the City. It should also be noted that Jones Mayer Law has a long history of providing satisfactory services for the City. In addition to their experience, Jones Mayer Law proposed the most competitive rates with no increase in rates throughout the initial three-year term agreement. Serving as the City's best cost-efficient interest. Although the proposals were not selected, each vendor's contact information will be retained in the vendor management database to ensure they receive other solicitations for services in the future.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approving a professional service agreement with Jones Mayer Law (Agreement No. 4148). If approved, the agreement will allow the use of legal services following the terms, conditions, and pricing identified in the associated RFP.

ATTACHMENT(S)

1. Attachment A - Agr No. 4148 - Jones Mayer Law (Includes Copy of RFP 24-3)

NEXT STEPS:

N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4148
WITH JONES MAYER LAW

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 11, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **JONES MAYER LAW** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide legal services for the Montebello Police Department; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 3 on August 10, 2023; and

WHEREAS, the CONSULTANT submitted a response to RFP No. 24 – 3 dated September 13, 2023; and

WHEREAS, the City evaluated the responses and determined that the Consultant is the lowest, responsible bidder.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- b. **RFP 24 - 3**
- c. **Consultant response to RFP 24-3 dated September 13, 2023**
- d. Proposal referenced and Best Final Offer received by the successful proposer.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 3 and consultant's responses, 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 such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, from the Effective Date, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

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SECTION 5. 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 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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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 thirty (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 seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep

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

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

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

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

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

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

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

i. 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.

j. 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 insured's. 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.

k. 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.

l. 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.

m. 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.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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and how the same was selected, including the degree of competition involved.

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of

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convenience only and shall not control or affect the construction of interpretation of any of its provisions.

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

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebelloc.gov

With a copy to: City of Montebello – Police Department
Attn: Paul Espinosa
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: pespinosa@montebelloc.gov

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If to Consultant: Jones Mayer Law
Attn: Richard D. Jones, President
3777 North Fullerton, CA 92835
(714) 446 – 1400
Email: rdj@jones-mayer.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

JONES MAYER LAW

Richard D. Jones

Richard D. Jones (Sep 27, 2023 15:24 PDT)

Arlene Salazar, Acting City Manager

Richard D. Jones, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-3
- Exhibit B – Schedule of Compensation

Exhibit "A"

See Jones Mayer Law response to RFP 24-3 dated September 13, 2023

Exhibit "B"

SCHEDULE OF COMPENSATION

Year 1 – Effective Date – June 30, 2024	\$20,000
Year 2 – July 1, 2024 – June 30, 2025	\$20,000
Year 3 – July 1, 2025 – June 30, 2026	\$20,000

Extension options

Year 4 – July 1, 2026 – June 30, 2027	\$20,000
Year 5 – July 1, 2027 – June 30, 2028	\$20,000

An additional \$5,000 per year may be added with prior approval from the City Manager.

Total compensation shall not exceed \$125,000

EXHIBIT A



**RESPONSE TO REQUEST FOR PROPOSALS
FOR LEGAL SERVICES
PITCHESS MOTIONS, HENTHORN/GIGLIO REQUESTS
CITY OF MONTEBELLO
[RFP No. 24 – 3]
September 13, 2023**

Richard D. Jones, President
3777 N. Harbor Blvd.
Fullerton, CA 92835
Tel: (714) 446-1400
Email: rdj@jones-mayer.com

FULLERTON
3777 North Harbor Blvd.
Fullerton, CA 92835
P: 714-446-1400 | F: 714-446-1448

WWW.JONES-MAYER.COM

CITRUS HEIGHTS
6349 Auburn Blvd.
Citrus Heights, CA 95621
P: 916-771-0635 | F: 916-771-0690

JONES MAYER
PROPOSAL TO PROVIDE LEGAL SERVICES
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• Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.	6
• Project Manager/Key Staff:.....	7
4. Proposed Scope of Services - Please provide a Proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones and tasks.	10
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September 13, 2023

Submitted Via PlanetBids
City of Montebello Police Department
Attn: Chief Paul Espinosa
1600 West Beverly Boulevard
Montebello, CA 90640

Re: Proposal for Legal Services – *Pitchess* Motions, Henthorn/Giglio Requests
City of Montebello Police Department [RFP No. 24-3]

Dear Chief Espinosa,

Let me begin by thanking you for the opportunity to respond to the Request for Proposals for Legal Services – *Pitchess* Motions, Henthorn/Giglio Requests [RFP No. 24-3]. Jones Mayer currently provides *Pitchess* Legal Services to the City of Montebello Police Department. We submit this response to the City’s Request for Proposals with the intent of continuing our commitment to provide *Pitchess* legal services to the City.

Attorney Gregory P. Palmer has been and will continue to be the Senior Associate who is responsible for these services and who will be the primary handling attorney on *Pitchess* motions and Henthorn/Giglio requests. When Mr. Palmer is unavailable to handle the court appearance on a *Pitchess* motion, such appearance will only be made by attorneys who have been properly trained to do so. In this context, Veronica R. Donovan is proposed as the primary backup, and the support team includes: Jamaar M. Boyd-Weatherby, Keith F. Collins and Michal Q. Do. Each one of these attorneys has gone through the training requirements set forth by Mr. Palmer in order to handle *Pitchess* motions and Henthorn/Giglio requests.

Jones Mayer continues to be available and committed to dedicating time, personnel and resources to the City of Montebello Police Department’s needs. We will continue to allocate the necessary resources and support to meet the City’s demands and requests. The firm and all key project staff assigned to this project will be available during the planning period and will be available to the extent proposed for the duration of the contract term.

The established schedule designed to meet the City’s needs for the project is as follows: the new *Pitchess* motions are sent by the Police Department to Mr. Palmer and his secretary Sunny Salmond. Ms. Salmond calendars the case for the hearing date. Mr. Palmer personally reviews each *Pitchess* motion that is served on the Police Department. This task is never delegated to the team and is handled by Mr. Palmer personally. Mr. Palmer identifies the key issues in the *Pitchess* motion and personally crafts the opposition to each motion. Ms. Salmond finalizes each draft opposition and assists in timely submitting the opposition for filing and service. On the day of the hearing, Mr. Palmer or a trained *Pitchess* associate will appear in court and argue the motion. If the court issues a ruling which is contrary to the accepted law on the matter, Mr. Palmer will discuss the

preparation and filing of a Writ Petition in the appropriate appellate court challenging that ruling. Jones Mayer has effectively executed this process numerous times on behalf of the City since we initially began handling *Pitchess* motions for them in 1991. We believe this “project manager” style approach to assignments helps to ensure quality control and timely responsiveness.

We look forward to the opportunity to continue working with the City of Montebello Police Department. Further, we propose to provide these services at the billable hourly rate of \$220.00.

We greatly appreciate the opportunity to submit this proposal, are confident in our ability to exceed the City’s expectations and look forward to the opportunity to discuss this more fully in person. If you have any questions or concerns, please feel free to contact me by phone at (714) 446-1400 or by email at rdj@jones-mayer.com.

Very truly yours,

Richard D. Jones

Richard D. Jones
President

RDJ:kfk
Enclosures

1. Project Understanding and Approach:

We currently provide *Pitchess* and Henthorn/Giglio legal services to the City of Montebello Police Department and fully understand the scope of the proposed project. We are prepared to continue providing representation and general services related to *Pitchess* motion hearings, Henthorn/Giglio requests, and legal advice on law enforcement personnel involved in use of force incidents, as needed. We propose Gregory P. Plamer as the project manager for the City of Montebello and Veronica R. Donovan as the primary backup. The proposed support team includes: Jamaar M. Boyd-Weatherby, Keith F. Collins, and Michal Q. Do.

We currently provide legal services to the City of Montebello Police Department; however, we will coordinate meetings with the designated Department Staff and the City's legal representation to become familiar with local needs associated with this service, if needed. We will provide status reports to the Chief of Police, or his designee, monthly during periods when legal representation is being provided and we will appear in court when requested.

Our project approach is molded by our core values, which are: 1) excellent service; 2) responsiveness; and 3) efficiency. While excellent legal service is essential, we are also best suited to provide that service in a cost-effective and efficient manner.

Our philosophy is that the attorney providing legal services must be readily available and responsive to the needs of our clients, being able to promptly and efficiently address a myriad of issues. We believe an effective attorney assists the governing body with identifying issues, crafting solutions, and implementing the client's goals and visions, while keeping in mind costs, risks, and overall objectives.

As discussed in our Letter of Interest, the firm has implemented a "project manager" strategy for managing assignments. Mr. Palmer, the proposed Project Manager, is the primary contact for all projects from initiation to completion. Accordingly, City/Police Department Staff should initially contact the Project Manager and his secretary Ms. Salmond. Initially, we would expect the City to supply the *Pitchess* motion and/or Henthorn/Giglio request, and if needed, Mr. Palmer would reach out to the City for additional information pertinent to the opposition. We believe this "project manager" style approach to assignments helps to ensure quality control and timely responsiveness. This approach has been effective and successful in our work with the City of Montebello and with our other clients. Jones Mayer employs the following technologies to assist with service: 1) We rely on LawToolBox to aid in the scheduling and tracking of hearings and deadlines; 2) Jones Mayer maintains confidentiality by protecting all client data and communications -- our Sonicwall firewall has the latest firmware update, which blocks outside access to our network, and we use SSL Certificate Encryption; 3) we back up our network on multiple devices internally, and within our network we utilize Laserfiche as our document management system for client files, which is also encrypted; 5) after a matter is closed, the client file is kept on site for 6 months, and then sent to Corodata, our document storage vendor -- Corodata has a 6-layer security system to keep our files safe; closed client files are maintained for 10 years, after which they are destroyed unless the client requests them.

Beyond serving as legal counsel to the public agencies that they represent, our attorneys maintain strong ties to these communities by operating as members of boards of directors to civic and charitable organizations, attending community functions, and making other contributions to civic and charitable organizations. Additionally, the firm annually budgets funds for local charities located in our client cities as part of our commitment to those communities.

2. Relevant Experience:

Jones Mayer is a premier law firm focused on providing a full spectrum of legal services to cities and municipal agencies throughout California. The firm has exclusively focused on municipal law for well over 45 years, giving our attorneys extensive experience to handle the wide variety of issues cities confront. Jones Mayer represents cities, counties, joint power authorities, transportation authorities, water agencies and various other local and statewide public entities in California. We have provided advice and representation to the governing bodies and law enforcement agencies of numerous cities, counties and the state. The firm currently serves as the contract City Attorney for 20 California cities. For a number of our clients, we have served in that role for decades, including La Habra (since 1976), Westminster (since 1989), Whittier (since 1990), Fullerton (since 1995), and Costa Mesa (since 2004). Our longstanding tenure with these clients demonstrates the confidence these cities have in the quality and efficiency of our services, as well as the strength of our relationships.

Our firm currently serves as General Counsel for 17 agencies including the San Juan Water District, Sewage Commission-Oroville Region, South San Luis Obispo County Sanitation District and South Tahoe Public Utility District. In addition, Jones Mayer serves as General Counsel to the California State Sheriffs' Association, California Police Chiefs Association and California Peace Officers' Association, California Background Investigator's Association, Orange County Chiefs and Sheriffs Association, San Bernardino County Chiefs and Sheriffs Association, Riverside County Chiefs and Sheriffs Association. The firm also serves as City Prosecutor for Baldwin Park, Brea, Buena Park, Clearlake, Costa Mesa, Fullerton, La Habra, Santa Fe Springs, Placentia, West Covina and Westminster. In addition, Jones Mayer serves as Hearing Officer for the Cities of Anaheim, Carlsbad, Lynwood, Hemet, Sacramento, West Hollywood, Canyon Lake, Santa Ana, Pomona and Chula Vista. Additionally, the firm serves as Police Legal Advisor to many cities and public agencies, including but not limited to the Cities of Bishop, Blythe, Buena Park, Delano, East Palo Alto, Folsom, Fontana, Fremont, Hawthorne, Huntington Beach, and to the Regents of the University of California.

Jones Mayer has offices in the Cities of Fullerton (3777 N. Harbor Blvd., Fullerton, CA 92835) and Citrus Heights (6349 Auburn Blvd., Citrus Heights, CA 95621). The firm is currently comprised of 15 partners, 20 associates, 11 attorneys of counsel, 2 paralegals, and 24 staff members.

As part of providing legal services for law enforcement agencies all over the State of California, *Pitchess* motions are an integral part. Our firm has literally handled thousands of *Pitchess* motions on behalf of law enforcement agencies statewide for the entire time that *Pitchess* motions have existed -- for over 40 years. Specifically, Mr. Palmer himself has handled thousands

of *Pitchess* motions since he began his practice of law 30 years ago. On average, the firm handles 10 to 15 *Pitchess* motions every month.

Jones Mayer has also been influential in shaping *Pitchess* motion discovery law in the Courts of Appeal. The firm filed amicus curiae briefs on behalf of California law enforcement agencies in the Supreme Court case of *People v. Mooc* (2001) 26 Cal.4th 1216 which resolved what documents a custodian must bring to an in-camera review. Mr. Palmer authored amicus curiae briefs on the California Supreme Court case of *Alford v. Superior Court* (2001) 89 Cal.App.4th 356 in which the court held a new *Pitchess* motion is required in every case despite any historical knowledge a defense attorney may possess from a previous *Pitchess* motion, and in *Sisson v. Superior Court* (2013) 216 Cal.App.4th 24 in which the 4th District Court of Appeal clarified how a judge should conduct an in-camera review.

More specifically, Mr. Palmer has shaped how the East Los Angeles Superior Court judges handle *Pitchess* motions. Mr. Palmer has represented the City of Montebello Police Department with some short breaks in service since 1991. Over the years, Mr. Palmer has filed Petitions for Writ of Mandate in the Appellate Department of the Superior Court and the 2nd District Court of Appeal challenging erroneous rulings made by the judges in that courthouse. We filed two Writ Petitions challenging erroneous rulings made by Judge Henry Barela back in the early 1990's. More recently in 2013, Mr. Palmer filed two Writ Petitions challenging a disclosure order in each case where a judge improperly ordered disclosure of information which was not relevant to the issues in the case. One of those cases was *Montebello Police Department v. Superior Court (Jimmy Perez)*, Case No. BS145877, and the other was *Montebello Police Department v. Superior Court (Oscar Canalez-Ventura)*, Case No. B251106. We were successful in both cases, getting the Appellate Court to grant a stay of the Superior Court proceeding and to overturn the Superior Court judge's ruling.

Mr. Palmer is also the instructor for the *Pitchess* Motion Update Class sponsored by the California Peace Officers' Association. He originated the class curriculum and has taught the class for 20 years.

We strongly emphasize that any attorney who handles a *Pitchess* motion for the City of Montebello Police Department when Mr. Palmer is unavailable are experienced at them. We are not the type of firm that assigns *Pitchess* motions to the brand-new lawyer in the firm. Mr. Palmer's experience as a police officer having *Pitchess* motions targeting his personnel file has encouraged him to take them seriously. Only lawyers who have read all of the *Pitchess* case decisions, gone to Mr. Palmer's *Pitchess* class, and have graduated from his *Pitchess* field training program are cleared to handle *Pitchess* motions. Veronica R. Donovan, Jamaar M. Boyd-Weatherby, Keith F. Collins, and Michal Q. Do have been trained to handle *Pitchess* motions and have been handling them for years. A short bio may be found below in the [Project Manager/Key Staff](#) section and individual attorney resumes are attached as [Appendix A](#).

- **Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.**

Current Projects and References are below. Jones Mayer provides legal services for *Pitchess* motions and Henthorn/Giglio requests for each of these public entities:

Detective Lt. David Kim
Detective Sgt. Omar Rodriguez
Investigations Bureau
City of Montebello Police Department
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 ext. 297
Email: jcarrera@cityofmontebello.com
Contract: 1991 to Present
Contract Amount: \$1,173 (2022)

Lt. Carlos Diaz
Sgt. Jesse Chartier
City of Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626
(714) 754-5354
Emails:
cdiaz@costamesaca.gov
jchartier@costamesaca.gov
Contract: 2000 to Present
Contract Amount: \$1,399,009 (2022)

Joyce Lowe
Records Manager/Custodian
City Of Pittsburg Police Department
65 Civic Ave
Pittsburg, Ca 94565
(925) 252-4993
Email: Jlowe@Ci.Pittsburg.Ca.Us
Contract: 2013 To Present
Contract Amount: \$9,789 (2022)

Sgt. Michael McCaskill
City of Fullerton Police Department
237 W. Commonwealth
Fullerton, CA 92832
(714) 738-6781
Email: jcraft@fullertonpd.org
Contract: 1985 to Present
Contract Amount: \$1,211,270 (2022)

Detective Mike McCarthy
City of San Bernardino Police Department
710 N. D Street
San Bernardino, CA 92401
(909) 583-7197
Email: Jeffery_Ke@sbcity.org
Contract: 2017 to Present
Contract Amount: \$8,011 (2022)

Sgt. Travis Burnside
Sgt. Edward Stewart
Kelsey Barak, Secretary
City of Fontana Police Department
Internal Affairs Unit
17005 Upland Avenue
Fontana, CA 92335
(909) 721-0144
Emails:
tburnside@fontana.org
estewart@fontanaca.gov
kbarak@fontana.org
Contract: 1985 to Present
Contract Amount: \$9,111 (2022)

- **Project Manager/Key Staff:**

Below are brief bios of our proposed Project Manager, Gregory P. Palmer, the primary backup Veronica R. Donovan, and their supporting team, Jamaar M. Boyd-Weatherby, Keith F. Collins and Michael Q. Do. Additional information may be found in the attorney resumes attached as [Appendix A](#). We generally do a blended hourly rate for partner and associate attorney services. Proposed billing rates may be found below in [Section 6. Cost Proposal](#). Six (6) of our current clients and references for Mr. Palmer are listed in the section directly [above](#).

Gregory P. Palmer, Sr. Associate (Proposed Project Manager)

EDUCATION

- J.D., Western State University College of Law, Fullerton (1987)
- B.S.L. Western State University College of Law, Fullerton (1985)

CERTIFICATES OR LICENSES

Admitted to practice before the:

- California Supreme Court (June 1988) (SBN: 133647)
- United States District Court for the Central District of California

Mr. Palmer has represented Chiefs of Police in more than three hundred disciplinary appeal hearings and arbitrations with a ninety percent success rate. He has also handled several disciplinary hearings involving firefighters and public works employees. Mr. Palmer is experienced in handling excessive force, dishonesty, insubordination, off-duty criminal conduct, and other matters. He has prepared and argued a dozen appellate court writs challenging improper trial court decisions on *Pitchess* motions. Mr. Palmer has also briefed and argued approximately twenty administrative writ petitions on discipline cases and AB 301 issues. Prior to entering the practice of law, he was a police officer for ten years in La Palma, California.

Mr. Palmer is conversant in all aspects of the criminal prosecution of city code enforcement cases. Mr. Palmer serves as City Prosecutor for the Cities of Brea, Buena Park, Costa Mesa and West Covina. He has been prosecuting municipal code cases for over thirty years and has handled virtually every type of case, through jury trial and appellate court levels. He has been the Deputy City Prosecutor for the Cities of Downey, Manhattan Beach, Rolling Hills Estates, La Mirada, Upland and Rancho Cucamonga, and City Prosecutor for San Bernardino, Blythe, Baldwin Park, Costa Mesa, Fullerton, La Habra, Santa Fe Springs, and Westminster, as well as additional client cities.

Mr. Palmer has extensive experience acting as a legal advisor to more than 100 chiefs of police and sheriffs throughout the State of California. In that capacity, he has provided legal assistance in all aspects of operating a police department.

Practice Areas:

- Police Legal Advisor
- City Prosecutor

- Personnel and Employment
- *Pitchess* Motions
- Writs and Appeals

Veronica R. Donovan, Associate

EDUCATION

- J.D., Loyola Law School (2014)
- B.S. Public Policy, Management, and Planning; University of Southern California (2010)

CERTIFICATES OR LICENSES

Admitted to practice before the:

- California State Bar (Dec. 2014) (SBN: 298964)

Ms. Donovan currently serves as lead Deputy City Prosecutor for Costa Mesa, Westminster and Santa Fe Springs. As part of her duties, Ms. Donovan assists the cities' Code Enforcement in achieving compliance through criminal, administrative and civil proceedings.

Ms. Donovan is also part of Jones Mayer's Receivership Team and assists in all aspects of Receivership litigation, including property owner negotiations, drafting pleadings and court procedures. As part of both the Prosecution and Receivership Teams at Jones Mayer, Ms. Donovan is uniquely qualified in evaluating Code Enforcement cases to determine the best enforcement tool or tools to achieve compliance with the law and assisting the city with achieving compliance by utilizing those tools.

Jamaar M. Boyd-Weatherby, Partner

EDUCATION

- J.D., University of California-Berkley (2003)
- B.A. Philosophy, Cal Poly-Pomona (2000)

CERTIFICATES OR LICENSES

Admitted to practice before the:

- California Supreme Court (May 2004) (SBN: 230838)
- United States District Court for the Central District of California
- United States District Court for the Northern District of California

Partner Jamaar M. Boyd-Weatherby has been an attorney with Jones Mayer since June of 2008. Mr. Boyd-Weatherby has served as the Deputy City Prosecutor for the Cities of San Bernardino, Westminster, Rancho Cucamonga, Lakewood, Stanton, Costa Mesa, Rialto, Buena Park, Fullerton, Fontana, Whittier, La Habra, Brea, Rolling Hills Estates and Upland. His other areas of practice include litigation, municipal law, police litigation, labor and employment law, and *Pitchess* motions. He has over 10 years of prosecutorial experience and has handled cases of all types. Mr. Boyd-Weatherby has handled over 30 jury trials, including trials related to nuisance

abatement and building code violations. His other areas of practice include litigation, municipal law, police litigation, labor and employment law and *Pitchess* motions.

Mr. Boyd-Weatherby served as the Administrative Hearing Officer for the City of San Bernardino from 2015 until 2017. Mr. Boyd-Weatherby serves as a hearing officer for the Cities of Anaheim, Carlsbad, Lynwood, Hemet, Sacramento, West Hollywood, Canyon Lake, Santa Ana, Pomona and Chula Vista. Mr. Boyd-Weatherby has heard well over 200 cases as a hearing officer.

Keith F. Collins, Partner

EDUCATION

- J.D., Whittier Law School (2012)
- M.A., Education, Whittier College (2009)
- B.A., History, California State University, Fullerton (2005)

CERTIFICATES OR LICENSES

Admitted to practice before the:

- California Supreme Court (Nov. 2012) (SBN: 284529)

Mr. Collins currently serves as General Counsel for the South San Luis Obispo County Sanitation District, the South Tahoe Public Utility District and Assistant General Counsel to the San Juan Water District. Mr. Collins serves as City Attorney for the City of Fort Bragg and as the Assistant City Attorney for La Habra, Placentia and Whittier. He is also the Deputy City Attorney for Bishop, Citrus Heights, and Westminster. Additionally, the Cities of Bishop and Colusa provide city water, and Mr. Collins is the Assistant General Counsel for their water utilities.

Mr. Collins is a regular instructor of POST certified trainings on law enforcement records, including *Pitchess* motions. He regularly handles *Pitchess* motions for all of Jones Mayer's law enforcement clients and routinely advises them on the intricacies of compliance with SB 1421 and related legislation.

Mr. Collins has experience handling personnel and labor issues. He negotiates employer/employee MOUs and handles employee disciplinary matters throughout the state. Mr. Collins has been involved in many administrative investigations, hearings and appeals. Mr. Collins has extensive experience in Prop 218, water law, land use, conflicts of interest, taxation, prevailing wages, CEQA, the California Coastal Act, nuisance abatement, inclusionary housing, redevelopment, First Amendment, solar permitting, law enforcement, discretionary land-use entitlements and Health and Safety Code receiverships.

Mr. Collins is very knowledgeable in the areas of the law affecting public agencies, particularly with respect to the emerging area of law governing cannabis prohibition and permitting schemes, including enforcement. He regularly drafts ordinances, resolutions and agreements, and has provided legal advice and memorandums on many different subjects affecting municipalities. Mr. Collins is also an experienced litigator, having successfully prosecuted nuisance abatement actions at the Superior Court and the Administrative level.

Mr. Collins regularly provides training to public agencies throughout California on various topics including the Brown Act, Public Records Act, ethics and sexual harassment prevention. At least monthly, he teaches a two-day course on the Public Records Act for the California Peace Officers' Association in locations all across the state. He is a sought-after instructor and recognized expert on public records, the Brown Act and the California Elections Code.

Michael Q. Do, Associate

EDUCATION

- J.D., Western State University, Fullerton, California (1994)
- B.A. Economics; University of California – Los Angeles (1990)

CERTIFICATES OR LICENSES

Admitted to practice before the:

- California State Bar (Dec. 1996) (SBN: 187016)
- United States District Court for the Central District of California

Mr. Do is a Deputy City Prosecutor in the firm's Prosecutor's Office. His current responsibilities include Code Enforcement, prosecution of municipal code violations and prosecution of massage parlor license violations.

Prior to joining Jones Mayer, Mr. Do was an attorney and managing partner at a law firm that specialized in business litigation and family law. Mr. Do was involved in managing all aspects of the law firm from its inception in 1997. After he joined Jones Mayer in 2005, he has advised our clients on all aspects of municipal law including code enforcement, transactional, contractual and land use issues.

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

Jones Mayer more than meets the minimum qualifications for service. Mr. Palmer and the proposed team are all licensed to practice law in the State of California and are members in good standing with the State Bar of California for well beyond 5 years. The proposed team possesses extensive experience in providing services to law enforcement or public safety agencies for a period substantially longer than 3 years. Our team has vast knowledge and experience in the interpretation of both federal and state laws as they relate to legal services to public agencies, including:

- Peace Officers Procedural Bill of Rights, CA Government Code Sections 3300 – 3312 and any other governing laws pertaining to peace officer personnel records and their discovery.
- Extensive experience in evaluating cases, both complex and simple, on various subject matters, including civil rights/police, excessive force, wrongful death, and employment (discrimination/retaliation/harassment).

- General police policies and procedures.
- Extensive knowledge of training standards and procedures established by the California Commission on Peace Officer Standards and Training.
- Conversant and up-to-date with the laws governing *Pitchess* motions and Henthorn/Giglio requests.
- Expertise in *Pitchess* oppositions, appellate court litigation, and writ preparation.

Our work schedule would be based on the amount of work assigned by the City/Police Department. Please see above [Section 2. Project Understanding and Approach](#) for information regarding our project approach and work assignments.

4. Conflict of Interest Statement:

We currently provide legal counsel for the City of Montebello Police Department in *Pitchess* motions and Henthorn/Giglio requests. We do not anticipate any potential conflicts of interest arising from our continued representation. In the event a conflict of interest arises, it is our practice to immediately notify the client of the issue and to work to obtain competent and reasonably priced counsel to consult the client on the particular matter.

5. Cost Proposal

- **Total All-Inclusive Not-To-Exceed Maximum Price:**

Considering the contract's flexible or on-demand nature and in accordance with Addendum No. 1 issued on August 31, 2023, a "Total All-Inclusive Not-To-Exceed Maximum Price" is not required and will not be addressed. A description of our rates and costs as required in Appendix A of the RFP is set forth below.

We are committed to remaining within the City's budget. We understand that public agency clients must have cost-effective representation. Since we only serve public agency clients, we understand the current economic climate for public agencies in California.

- **Component Costs:**

We propose to provide the legal services required by the City of Montebello as outlined in the RFP's Section 5.0 - Scope of Services at the attorney blended billable hourly rate of \$220.00 and the paralegal or law clerk billable hourly rate of \$120.00.

Our proposed rates shall remain firm through the first 3 years of the contract between the City and Jones Mayer. Should the option to renew for additional one year extensions be exercised, we would request annual rate adjustments based upon the Consumer Price Index increase for the prior year utilizing the standard Consumer Price Index (CPI) "All Urban Consumers" published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) at <https://www.bls.gov/cpi/data.htm> for the geographic area established by the BLS which includes the County on such date as CPI is determined. The annual CPI rate increase would be capped at 5%.

We generally do not bill for fax, word processing or small reproduction matters (under 100 pages). The firm will charge the client for actual necessary costs incurred for all of the following, including but not limited to: court filing fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, overnight/express mail service, mileage, parking fees, travel expenses if applicable, including hotel, air travel and car rentals; actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, and any other expense not listed above which becomes necessary to the successful resolution of a client matter. Mileage is charged at the current IRS rate.

- **Rates for Additional Services:**

Should it become necessary for the City to request Jones Mayer to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations resulting from this engagement, such additional work will be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work would be performed at the same rates submitted in [Component Costs Section](#).

Appendix A

Attorney Resumes

GREGORY P. PALMER

(714) 446-1400

Senior Associate



Practice Areas

Police Legal Advisor
City Prosecutor
Personnel and Employment
Pitchess Motions
Writs and Appeals

Education

J.D. Western State University
College of Law, Fullerton, 1987
B.S.L. Western State
University College of Law,
Fullerton, 1985

Bar and Court Admissions

California Supreme Court
United States District Court for the
Central District of California

Professional Affiliations

Los Angeles County Bar
Association
California Police Chiefs
Association
California State Sheriffs'
Association
California Police Officers'
Association

Gregory P. Palmer joined the Law Offices of Jones Mayer as a Senior Associate in 1999. Prior to that, Mr. Palmer spent almost ten years with the Law Offices of Mayer, Coble & Palmer. He has extensive experience acting as a legal advisor to more than 100 chiefs of police and sheriffs throughout the State of California. In that capacity, he has provided legal assistance in all aspects of operating a police department. Mr. Palmer has represented Chiefs of Police in more than three hundred disciplinary appeal hearings and arbitrations with a ninety percent success rate. He has also handled several disciplinary hearings involving firefighters and public works employees. Mr. Palmer is experienced in handling excessive force, dishonesty, insubordination, off-duty criminal conduct, and other matters. He has appeared in court on *Pitchess* motions hundreds of times, and has prepared and argued a dozen appellate court writs challenging improper trial court decisions on these motions. Mr. Palmer has also briefed and argued approximately twenty administrative writ petitions on discipline cases and AB 301 issues. Prior to entering the practice of law, he was a police officer for ten years in La Palma, California.

Mr. Palmer is also conversant in all aspects of the criminal prosecution of city code enforcement cases. He has performed as the City Prosecutor in two local cities and Assistant City Prosecutor in several more cities. Mr. Palmer has developed unique expertise in prosecuting sexually-oriented businesses, both criminally and by administratively suspending or revoking city permits.

Mr. Palmer has handled several high profile cases. In 1997, he prosecuted the First Southern Baptist Church and its pastor for illegally housing the homeless on its grounds. This case gained national notoriety and the city prevailed on appeal. He filed an injunctive action and negotiated the final closure of the last remaining X-rated theater in Orange County. Mr. Palmer has also assisted in municipal code prosecutions arising out of the multi-department task force approach to critical problem areas. In 1998, Mr. Palmer and fellow members on the Buena Park Neighborhood Improvement Task Force were nominated for the Orange County Human Relations Commission Community-Oriented Policing Award.

Mr. Palmer has lectured at POST-approved programs, conferences, and numerous police departments on topics such as civil liability, sexual harassment, legal update, force, discipline, and *Pitchess* motions. He has also lectured on topics related to city prosecutor functions to code enforcement associations in Southern California and Texas. He is the author of the 2018 revision of the CPOA's *Pitchess* Motion Manual, and from 2005 to 2019 he was named the State Chair of the CPOA, Police Legal Advisors Committee. Mr. Palmer is the instructor of the CPOA *Pitchess* Motion Update and Public Records Act Class.

Mr. Palmer has served as Hearing Officer for the Cities of San Bernardino, Tustin and Los Alamitos.

Veronica Donovan

(714) 446-1400

Associate



Practice Areas

Municipal Law
Health and Safety Receiverships
Pitchess Motions

Education

J.D., Loyola Law School, 2014

B.S. Public Policy, Management,
and Planning; University of
Southern California, 2010

Bar and Court Admissions

State Bar of California

Veronica Donovan is a Deputy City Prosecutor in the Prosecutor's Office and an attorney in the City Receivership program at Jones Mayer. Mrs. Donovan represents several California municipalities and their respective Community Development, Fire, and Police Departments, in criminal, civil, and administrative actions to enforce municipal codes and other State law. Mrs. Donovan also handles *Pitchess* Motions.

Prior to joining Jones Mayer, Mrs. Donovan work as an Associate Attorney for a private firm that specialized in Trust and Probate Litigation.

Mrs. Donovan graduated from Loyola Law School in 2014 and was admitted to the California Bar that same year. During law school, Mrs. Donovan was an extern in the Major Crimes Division of the Los Angeles District Attorney's Office. In 2010, Mrs. Donovan graduated with Departmental Honors from the University of Southern California with a Bachelor of Science degree in Public Policy, Management, and Planning with a concentration in Real Estate Development. While at the University of Southern California, Mrs. Donovan interned for the City of Anaheim's Planning Department and was a member of USC's Co-Ed Pre-Law Fraternity Phi Alpha Delta.

**JAMAAR M.
BOYD-
WEATHERBY**

Partner



Practice Areas

Labor and Employment
Litigation
Code Enforcement

Education

J.D. University of California,
Berkeley (Boalt Hall), 2003
B.A. Cal Poly - Pomona,
2000

Bar and Court Admissions

California Supreme Court
United States District Court
for the Central District of
California
United States District Court
for the Northern District of
California

(714) 446-1400

Mr. Boyd-Weatherby specializes in litigation, including cases involving tort liability, contract disputes, labor and employment law, and state and federal civil rights. Mr. Boyd-Weatherby also has a specialization in advising agencies in issues regarding PERS, Meyers-Milias-Brown Act ("MMBA"), Peace Officers Procedural Bill of Rights Act ("POBR"), and the Firefighter Procedural Bill of Rights Act ("FFBOR"). He has also extensively advised clients regarding COVID-19 policies and procedures.

Mr. Boyd-Weatherby is also an experienced investigator. He has investigated a range of topics including sexual harassment, hostile work environment, and criminal acts by municipal employees including police and fire personnel. He has served as Deputy City Prosecutor for a number of cities throughout Southern California. Mr. Boyd-Weatherby also works on police litigation, *Pitchess* motions, internal investigations, and appeals.

Mr. Boyd-Weatherby received his J.D. from the University of California-Berkeley (Boalt Hall) and his B.A. in philosophy from Cal Poly-Pomona.

He was admitted to the California Bar in 2004. Mr. Boyd-Weatherby joined the firm in June of 2008.

- He has also been named a California Rising Star Attorney in 2009-2010 and 2014-2017 in *Super Lawyers* Southern California magazine.
- While working at Jones Mayer as a City Prosecutor and the Orange County Public Defender's Office, he has had 33 jury trials and a number of administrative and bench trials. He is also experienced in litigating in front of the Public Employee Relations Board ("PERB").
- He served as a trainer in the Lawyers Without Borders, Liberia Project in 2010.

KEITH COLLINS

Partner



Practice Areas

Municipal Law
Land Use
Public Records
Law Enforcement
Litigation
Transactional

Education

J.D., Whittier Law School,
2012
M.A., Education, Whittier
College, 2009
B.A. History, California
State University, Fullerton,
2005

Bar and Court Admissions

State Bar of California

Keith Collins joined Jones Mayer in November of 2012 and has focused his entire practice on issues facing municipalities, special districts and law enforcement agencies. Mr. Collins currently serves as the City Attorney for the City of Fort Bragg, Assistant City Attorney for the Cities of Whittier, La Habra and Placentia, as General Counsel to the South San Luis Obispo County Sanitation District and Assistant General Counsel to the San Juan Water District. He regularly provides training to public agencies throughout California on various topics including the Public Records Act, ethics, and sexual harassment prevention. Mr. Collins is very knowledgeable in the areas of the law affecting public agencies, particularly with respect to the emerging area of law governing cannabis prohibition and permitting schemes, including enforcement. He regularly drafts ordinances, resolutions and agreements, and has provided legal advice and memorandums on many different subjects affecting municipalities. Mr. Collins is also an experienced litigator, having successfully prosecuted nuisance abatement actions at the superior court and the administrative level.

Mr. Collins routinely advises public officials on conflict of interest matters and open meeting laws. He has extensive experience in the area of land use, redevelopment, public nuisance, elections, First Amendment, prevailing wages, labor and employment, cannabis, the Brown Act, the Public Records Act, criminal prosecution, litigation, and law enforcement.

MICHAEL Q. DO

(714) 446-1400

Associate



Practice Areas

Family Law
Municipal Law
Securities Law
Criminal Law

Education

J.D., Western State University,
Fullerton, Ca 1994
B.A. UCLA, Los Angeles, Ca
1990 Economics

Bar and Court Admissions

United States District Court for the
Central District of California

Professional Affiliations

State Bar of California

Mr. Do is a Deputy City Prosecutor in the firm's Prosecutor Office. His current responsibilities include Code Enforcement, prosecution of municipal code violations, and prosecution of massage and chiropractic parlor license violations.

Prior to joining Jones Mayer, Mr. Do was an attorney and managing partner at a law firm that specialized in business litigation and family law. Mr. Do was involved in managing all aspects of the law firm from its inception in 1997. After he joined Jones & Mayer in 2005, his duties include advising our clients on all aspects of municipal law including transactional, contractual and land-use issues.

Mr. Do received his B.A. in economics at UCLA and his J.D. at Western State University. Upon graduation he worked at CBS Entertainment as a Business Affairs Negotiator responsible for negotiating with talents, including producers, directors and actors. He is the founder of MiniVan Production with Executive Producer credit to reality based television productions about professional athletes.

During law school, Mr. Do also served as a law clerk at the Law Office of Yolita Nowalk. His responsibilities included negotiating with state regulators and Securities Exchange Commission office on behalf of clients offering securities under Regulation D and Regulation A offerings. He also conducted due diligence interviews and drafted Private Placement Memorandum.



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 3

Legal Services – Pitchess Motions, Henthorn/Giglio Requests

Release Date: Monday, August 14, 2023
Due Date: Thursday, September 14, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

August 14, 2023

PROJECT

Legal Services – Pitchess Motions, Henthorn/Giglio Requests

OWNER/PROPOSAL CONTACT

City of Montebello – Police Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Paul Espinosa
Contact Phone: (323) 887-1200

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, August 30, 2023, at 11:00 a.m. PST. Firms must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified Firms to provide legal services related to Pitchess Motions and Henthorn/Giglio Requests. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 24 – 3. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

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

Prospective firms must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, August 30, 2023, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, September 14, 2023, at 11:00 a.m. PST.**

Responses will be evaluated to determine the Firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City of Montebello invites responses from qualified law firms and individual attorneys to provide legal counsel services related to Pitchess Motions and Henthorn/Giglio Requests as needed. The selected Firm will serve at the discretion of the City Manager under the direction of the City’s Chief of Police (or designee). It is anticipated that the selected Firm will enter into a professional service agreement for a term of three (3) years with options for two (2), one (1) year extensions.

About the City of Montebello

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

3.0 Timeline

- | | |
|---------------------------------|--|
| • Release RFP | Monday, August 14, 2023 |
| • Online Q&A Deadline | Wednesday, August 30, 2023,11 a.m. PST |
| • Deadline to Submit Responses | Thursday, Sept. 14, 2023, at 11 a.m. PST |
| • City Review of Submissions | Mid/Late September 2023 |
| • Interviews with Firms | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-October 2023 |
| • Award | November 2023 |

4.0 Purpose

Upon completion of the RFP process, the City intends to contract the services of a qualified law firm to provide services for the Police Department in conjunction with the City’s legal representation on an as-needed basis.

5.0 Scope of Work/Services

The City of Montebello is soliciting proposals from qualified legal firms to provide representation and general services related to Pitchess Motion Hearings, Henthorn/Giglio requests, and legal advice on law enforcement personnel involved in use of force incidents. The preferred Firm will provide these services to support the City's general counsel as needed.

The selected Firm is responsible for coordinating meetings with designated Department staff and the City's legal representation to become familiar with local needs associated with this service.

The selected Firm will be expected to provide status reports to the Chief of Police, or his designee, monthly during periods when legal representation is being provided.

The Firm selected to provide services will be responsible for furnishing all labor, materials, equipment, tools, supplies necessary, transportation, licenses, permits, and insurance to provide services. Furthermore, the Firm selected should be prepared to appear in court as needed/when requested.

Minimum Qualifications

The minimum qualifications to be considered for this service are:

- Must be licensed to practice law in the State of California and be a member, in good standing, of the State Bar of California for a minimum of five (5) years. Associate or junior attorneys must be in good standing with the State Bar of California but do not have to meet the five (5) year minimum requirement.
- Proposing law firms must identify a primary attorney. Additionally, the Firm shall identify a primary backup (secondary) attorney.
- Preferred minimum of three (3) years providing services for a law enforcement or public safety agency(ies).
- Law firms must have substantial knowledge and experience in the interpretation of both federal and state laws as they relate to legal services to public agencies, including:
 - Peace Officers Procedural Bill of Rights (POBAR) CA Government Code Sections 3300 – 3312 and any other governing laws pertaining to peace officer personnel records and their discovery.
 - Extensive experience in evaluating cases, both complex and simple, on various subject matters, including civil rights/police, excessive force, wrongful death, and employment (discrimination/retaliation/harassment).
 - General Police Policies and Procedures
 - Extensive knowledge of training standards and procedures established by the California Commission on Peace Officer Standards and Training (POST)
- To prevent unwarranted disclosure of peace officer personnel records, firms must be conversant and up-to-date with the laws governing Pitchess Motions and Henthorn/Giglio requests.

- Must possess competency in Pitchess oppositions, appellate court litigation, and writ preparation.

Law firms responding to this request should provide details about meeting the minimum requirements in their proposal and any supporting documentation (e.g., resumes, certificates/certifications, licenses).

6.0 Proposal submittal

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

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

7.0 Evaluation Criteria

The Police Department will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review submissions to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. **Qualifications as they relate to this project (50%)**
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. **Reputation for integrity and competence (30%)**
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. **Proposed fees for Service (20%)**

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

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

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

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

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

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest, with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals before the resolution of the protest unless it is determined that:

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

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

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Firm and returned within the required insurance within ten (10) business days after the City has provided written notice that the Firm has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Firm decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

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

A. Commercial General Liability

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

twice the required occurrence limit.

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

B. Business Automobile Liability

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

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

C. Professional Liability or Errors and Omissions

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

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

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

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and

agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

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

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

Firms may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II,

Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

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

13.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Firm and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Firm shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither

shall the Firm allow the use of or presence of alcohol or drugs on the premises or in the building.

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

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

14.0 Records

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

15.0 Subcontractors

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

16.0 Modifications/Changes

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

17.0 Disclosure of Information

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

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

18.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Firm, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Firm failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

City of Montebello
Legal Services – Pitchess Motions, Henthorn/Giglio Requests
RFP No. 24 – 3

Appendix A – Proposal Content and Format

Proposal Content

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

1. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Firm's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Firm and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Please provide a minimum of three (3) specific examples of relevant experience. At a minimum, the Firm should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the Firm has performed similar services of similar size, scope, and complexity.

Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and all applicable staff. A Project Manager must be designated as the principal contact for the City throughout engagement. Information on the Project Manager's experience (on similar projects) and at least two (2) references for the Project Manager. Resumes may also be included in this section.

4. **Proposed Scope of Services** - Please provide a Proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones and tasks.
5. **Conflict of Interest Statement** - The Firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Firm does not have any such conflicts, a statement declaring such should be included in their submission.
6. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful Firm to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Firm. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, September 14, 2023, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

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

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does not include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the Firm's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.
3. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

Agr No. 4148 - Jones Mayer Law (Final)

Final Audit Report

2023-09-27

Created:	2023-09-27
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa7z0J3H2lwRLpfhHocj4Z3nxfN4vjEso

"Agr No. 4148 - Jones Mayer Law (Final)" History

-  Document created by Micah Herd (mherd@montebelloca.gov)
2023-09-27 - 10:20:08 PM GMT
-  Document emailed to Richard D. Jones (rdj@jones-mayer.com) for signature
2023-09-27 - 10:23:05 PM GMT
-  Email viewed by Richard D. Jones (rdj@jones-mayer.com)
2023-09-27 - 10:23:44 PM GMT
-  Document e-signed by Richard D. Jones (rdj@jones-mayer.com)
Signature Date: 2023-09-27 - 10:24:45 PM GMT - Time Source: server
-  Agreement completed.
2023-09-27 - 10:24:45 PM GMT



Adobe Acrobat Sign



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Acting Director

SUBJECT: CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT (CP NO. 877) – NOTICE OF COMPLETION

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Accept the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877) as completed by United Storm Water, Inc.; and
2. Accept the final contract amount with United Storm Water, Inc. in the amount of \$69,375 in accordance with the approved City Council budgeted amount; and
3. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment A) with the Los Angeles County Registrar-Recorder; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On July 28, 2021, the City Council approved as part of the Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget, a total amount of \$200,000 for the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project, CP No. 877, utilizing funding from Measure W (Safe Clean Water Program). The funding is a carryover from the FY 2020-21 Measure W allotment received from Los Angeles County.

The project was completed on July 21, 2022, at a total cost of \$69,375, coming in under the total approved project budget. The remaining balance of funds will be unencumbered and made available for programming for other storm drain related projects utilizing Measure W (Fund 229) funds. Since this project came in under budget, no budget adjustments are needed.

BACKGROUND/DISCUSSION:

This project was originally approved as part of the Capital Improvement Program (CIP) for Fiscal year 2020-21. The Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project retrofitted existing catch basins with screens and filters to prevent trash and debris from entering the storm drain system. In total, 165 catch basins were retrofitted with CPS units, 78 of which are City-owned and 87 are County-owned. This project helped the City meet pollution reduction requirements outlined in the State's NPDES permit.

On July 28, 2021, the City Council found the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Notice Inviting Bids was published in local newspaper on August 9, 2021, and on the Green Sheet. The notice, the plans, and specifications were posted on Planet Bids for review and download.

On September 1, 2021, at 10:00 AM, three (3) bids were received and opened publicly, as follows:

United Storm Water, Inc.	\$134,257
G2 Construction, Inc.	\$141,255
Downstream Services, Inc.	\$254,750

United Storm Water, Inc. submitted the lowest responsive bid in the amount of \$134,257. Staff checked the listed references, performed a bid analysis and concluded that United Storm Water was a responsive bidder. Construction of the CPS units was completed on July 21, 2022. Further the contractor has since been paid, however, the filing of the Notice of Completion was not completed which will allow for the funds to be unencumbered. The filing of the Notice of Completion was not completed during the past year and this action before City Council is to close out this project. Other related storm drain related projects are still proposed,

ENVIRONMENTAL:

N/A

ANALYSIS:

The total amount allocated for construction costs of this project included in the FY 2021-22 CIP Budget was \$200,000. A summary of projected costs is as follows:

\$ 134,256.75	Construction Cost
\$ 33,564.19	Contingency (25%)
\$ 167,820.93	Total

The project was completed at a total cost of \$69,375, coming in below the total project budget. The remaining project budget balance of \$98,446 will be available for re-

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

Page 3 of 3

programming for other storm drain water improvement projects using Measure W (Fund 229) funding. No additional appropriations are required to close the project.

SUMMARY:

Staff is recommending that the City Council accept the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project as completed, and authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder.

ATTACHMENT(S)

1. Attachment A - NOC -CP 877

NEXT STEPS:

N/A

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ITEM # 19

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Acting Director

**SUBJECT: AUTHORIZE INCREASING THE NOT-TO-EXCEED AMOUNT FOR
ADDITIONAL PLAN CHECK SERVICES FOR THE REALIGNMENT OF
LINCOLN AVENUE UNDER MASTER RETAINER AGREEMENT NO.
3999, TASK ORDER NO. 1 WITH MARK THOMAS, INC.**

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize increasing the not-to-exceed amount for additional Plan Check Services for the realignment of Lincoln Avenue Under Master Retainer Agreement No. 3999, Task Order No. 1 with Mark Thomas, Inc.; and
2. Authorize the Acting City Manager to execute the Task Order amendment; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The “not -to -exceed” amount of \$49,774 on Agreement No. 3999, Task Order No. 1 (Attachment A) with Mark Thomas must be increased in order to finalize the plan checking services for the realignment of the Lincoln Avenue Project. The total amount of the plan checking services is \$100,000. Therefore, Staff is requesting an increase in the not-to-exceed amount in order to pay for outstanding invoices as well as for plan checking services on the final plans and documents.

There is sufficient funding for these services in the Public Works Fiscal Year 2023-24 budget (Account No. 100-30-330-6040.80, Engineering Services). Therefore, no budget amendment is needed, only an increase to the non-to-exceed amount for Task Order No. 1.

BACKGROUND/DISCUSSION:

On June 22, 2022, the City Council approved a Master Retainer Agreement for On-Call Architectural and Engineering Design Services in response to RFP No. 22-8. Mark Thomas Inc. was one of the firms selected as part of a bench list of qualified firms that will be available to provide services on an as-needed basis in the delivery of a variety of projects. These firms may be contacted during the term of the Master Retainer Agreement to provide a fee proposal for individual projects/tasks and in accordance with the procedural requirements of the funding source(s) for each project/task. Once a reasonable fee is negotiated, the services for the project/task will be contracted via an Engagement Letter that details the scope of work and applicable fee for the project/task, under the umbrella of the Master Retainer Agreement. Staff will solicit approval at the appropriate level of authority for each Engagement Letter in accordance with Chapter 3.21 of the Montebello Municipal Code (MMC) and any applicable State and Federal laws. This includes requesting City Council authorization for services of \$50,000 or greater per project/task, as currently required by the MMC. The funding source and any necessary appropriations and budget amendments will be identified at the time authorization is requested.

In October 2022, Mark Thomas Inc. began providing plan check services to the Public Works Department for the realignment of Lincoln Avenue under Task Order No. 1, initially executed for a not-to-exceed fee of \$49,774 under the City Manager's authority. The Lincoln Avenue realignment project consists of improvements to Whittier Narrows Dam where the Lincoln Avenue roadway and utilities will need to be relocated. The United States Army Corps of Engineers (USACE) is the lead agency and AECOM is the design consultant. Mark Thomas is currently plan checking the final plans and documents, and additional funds for these services are required. Therefore, Staff is requesting an increase to the not-to-exceed amount from \$49,774 to \$100,000 in order to complete the necessary work.

The plan check services are summarized as follows:

1. 65% Plan, Specifications and Estimates	\$49,774
2. 95% Plan, Specifications and Estimates	\$39,765
3. Final Plan check	\$10,461
Total	\$100,000

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

Page 3 of 3

SUMMARY:

Upon approval by the City Council of the recommended actions, Staff will increase the purchase order to the new not-to-exceed amount of \$100,000. Sufficient funding exists in the FY 2023-24 budget for these and other engineering related services, therefore a budget amendment is not needed to accommodate the additional work.

ATTACHMENT(S)

1. Attachment A - Task 1 - Proposal Fee
2. Attachment B - 95% Proposal Fee

NEXT STEPS:

N/A



Date: 10/11/2022

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

PROJECT/SERVICES: Plan check Services for the realignment of Lincoln Avenue
MASTER RETAINER AGREEMENT NO. 3999
TASK NO. 01

The purpose of this Engagement Letter is to allow the City of Montebello (the "City") to engage Mark Thomas. (the "Consultant") to provide Plan check services (the "Services" or "Project") pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3999) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, "Scope of Services" of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of Forty-Nine Thousand Seven Hundred Seventy-four Dollars and Zero Cents (\$49,774.00), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 and as stated in the fee schedule attached hereto as Exhibit B.

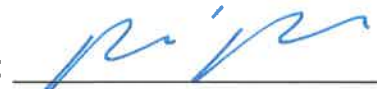
Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City's Director of Public Works / City Engineer (the "Director"). Pursuant to Government Code 87300, *et seq.*, Consultant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

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

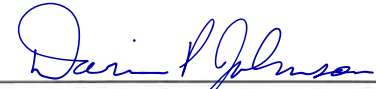


City of Montebello

THE CITY OF MONTEBELLO
(the "City")

By: 
René Bobadilla, City Manager

MARK THOMAS
(the "Consultant")

By: 
Darin Johnson, Associate Principal

ATTACHMENTS:

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

Exhibit A

Scope of Work



September 8, 2022

Rita Montalvo, PE
Assistant Public Works Director
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

RE: Lincoln Avenue Realignment

Dear Rita:

We are pleased to submit our scope of services and fee proposal to provide plan check services for the realignment of Lincoln Avenue. The lead agency is the United States Army Corps of Engineers (USACE) and the lead consultant is AECOM (Consultant). The following scope, fee and schedule are based upon the review of the construction elements related to the realignment that will be owned and maintained by the City of Montebello.

Scope of Work

1. 65% Submittal Documents

- 1.1 **Basis of Design Report:** Review the report to verify that the design is consistent with the City standards and design requirements.
- 1.2 **65% Plans:** Provide a review of approximately 105 plan sheets to ensure the design standards are being met and is consistent with the Basis of Design Report.
- 1.3 **65% Specifications:** Review the project specifications for completeness in covering work items for the roadway realignment. It is noted that the specifications are CSI format, standalone and not based upon commonly used Greenbook or Caltrans Standard Specifications. The review does not include verifying consistency with these Standard Specifications.
- 1.4 **Comment Resolution Meeting:** Participate in one comment resolution meeting with the Consultant to reach resolution to outstanding comments.

It is understood that USACE will be bidding and administering the construction. AECOM is fully responsible for providing complete plans, specifications and estimate and all quality control measures.

Schedule

Work will be completed within 2 weeks from Notice to Proceed and receipt of all the documents.

Budget

We have prepared a fee estimate for these services, as detailed on the attached form. The total estimated cost is \$49,774.



Should you have any questions or concerns, please do not hesitate to contact me at (714) 815-5222 or through email at psomerville@markthomas.com.

Sincerely,

MARK THOMAS



Pat Somerville, PE
Project Manager



COST PROPOSAL FOR PROJECT SCOPE: Montebello - Lincoln Avenue Realignment

											Subconsultants		TOTAL COST
	Sr. Engineering Manager \$361	Sr. Technical Lead \$252	Technical Lead \$204	Sr. Project Engineer \$177	Project Engineer \$157	Design Engineer II \$135	Project Accountant \$123	Sr. Project Coordinator \$138	Total Hours	Total MT Cost	GPA DBE	Sub Mark-Up 5%	
1.0 65% PS&E													
1.1 Basis of Design Report	4	8	12		20	8		2	54	\$10,404	-	\$0	\$10,404
1.2 65% Plans	12		32		60	40			144	\$25,680	-	\$0	\$25,680
1.3 65% Specifications	4	40							44	\$11,524	-	\$0	\$11,524
1.4 Comment Resolution Meeting	2		4		4				10	\$2,166		\$0	\$2,166
									0	\$0	-	\$0	\$0
Subtotal Phase 1	22	48	48	0	84	48	0	2	252	\$49,774	\$0	\$0	\$49,774
TOTAL HOURS	22	48	48	0	84	48	0	2	252				
OTHER DIRECT COSTS										\$0	\$0		\$0
TOTAL COST	\$7,942	\$12,096	\$9,792	\$0	\$13,188	\$6,480	\$0	\$276		\$49,774	\$0	\$0	\$49,774

Exhibit B

Master Agreement Fee Schedule

EXHIBIT A

Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2023*

HOURLY CHARGE RATE RANGES
Engineering Services

Intern	\$47 - \$86
Technician	\$65 - \$130
Planner I	\$77 - \$110
Design Engineer I	\$91 - \$138
Planner II	\$100 - \$130
Sr. Technician	\$112 - \$172
Design Engineer II	\$118 - \$161
Project Engineer	\$139 - \$182
Sr. Project Engineer	\$150 - \$216
Sr. Technical Engineer	\$150 - \$216
Project Manager	\$180 - \$244
Technical Lead	\$180 - \$244
Sr. Project Manager	\$209 - \$313
Sr. Technical Lead	\$200 - \$313
Engineering Manager	\$265 - \$360
Practice Area Leader	\$265 - \$360
Sr. Engineering Manager	\$295 - \$429
Principal	\$380 - \$478

Survey Services

Survey Intern	\$59 - \$103
Survey Technician	\$77 - \$120
Sr. Survey Technician	\$88 - \$172
Surveyor	\$106 - \$155
Sr. Surveyor	\$121 - \$182
Lead Survey Technician	\$118 - \$207
Project Surveyor	\$147 - \$207
Sr. Project Surveyor	\$162 - \$224
Survey Manager	\$177 - \$258
Sr. Survey Manager	\$203 - \$282
Survey Division Manager	\$265 - \$378
** Single Chief	\$144 - \$207
** Single Instrumentman	\$137 - \$182
** Single Chainman	\$129 - \$179
** Apprentice	\$64 - \$152
** 1 Person Field Crew	\$144 - \$207
** 2 Person Field Crew	\$273 - \$412
** 3 Person Field Crew	\$337 - \$591

Construction Management Services

Office Technician	\$59 - \$103
Office Engineer	\$103 - \$207
** Asst. Resident Engineer	\$147 - \$283
** Inspector - CM	\$147 - \$283
RE/Structural Representative	\$192 - \$343
Project Manager - CM	\$192 - \$310
Sr. Project Manager - CM	\$206 - \$343
Area Manager - CM	\$289 - \$447
Division Manager - CM	\$265 - \$343

Project Support/Coordination Services

Project Assistant	\$65 - \$103
Technical Writer	\$62 - \$110
Sr. Project Assistant	\$91 - \$130
Project Coordinator	\$88 - \$138
Graphic Designer	\$94 - \$155
Sr. Technical Writer	\$94 - \$169
Project Accountant	\$94 - \$155
Sr. Project Coordinator	\$118 - \$165
Sr. Graphic Designer	\$106 - \$189
Sr. Project Accountant	\$147 - \$213
Sr. Graphic Manager	\$133 - \$207

District Management Services

** Inspector - Apprentice	\$62 - \$100
** Inspector	\$91 - \$134
** Sr. Inspector	\$115 - \$158
Assistant Sanitary Engineer	\$130 - \$175
Associate Sanitary Engineer	\$144 - \$207
Sanitary Project Engineer	\$144 - \$237
Sr. Sanitary Project Engineer	\$183 - \$282
Operations Manager	\$209 - \$313
Deputy District Manager	\$259 - \$337
District Manager-Engineer	\$289 - \$357

Urban Planning/Landscape Architecture Services

Landscape Intern	\$44 - \$86
Landscape Designer I	\$77 - \$110
Landscape Designer II	\$100 - \$130
Landscape Architect	\$103 - \$189
LAUD Project Manager	\$174 - \$237
Sr. LAUD Project Manager	\$206 - \$268
LAUD Division Manager	\$230 - \$271
Sr. LAUD Division Manager	\$242 - \$302

Grant Writing Services

Funding Specialist	\$140 - \$148
Sr. Funding Specialist	\$170 - \$180

Special Services

Expert Witness	\$440 - \$466
Strategic Consulting	\$440 - \$466

Note: Additional Promotional Steps Exist within Various Rate Categories
OTHER DIRECT COSTS
Reimbursables including, but not limited to:

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

*Rates subject to escalation with new hourly rate schedule as of July 1, 2023

**These charge rates are subject to Prevailing Wage laws and Union contract.

Rate Schedule

Labor Classification	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$250	\$258	\$265	\$273	\$281
Principal Engineer	\$250	\$258	\$265	\$273	\$281
Project Manager	\$245	\$252	\$260	\$268	\$276
Project Engineer	\$221	\$227	\$234	\$241	\$248
Senior Construction Manager	\$205	\$211	\$217	\$224	\$231
Construction Manager	\$175	\$180	\$186	\$191	\$197
Senior Engineer	\$203	\$209	\$215	\$221	\$228
Senior Field Engineer / Inspector	\$170	\$175	\$180	\$186	\$191
Field Engineer / Inspector	\$155	\$160	\$164	\$169	\$174
Associate Engineer	\$155	\$160	\$164	\$169	\$174
Staff Engineer	\$140	\$144	\$148	\$153	\$157
Financial Analyst	\$128	\$132	\$136	\$140	\$144
Senior Designer / Senior CADD Technician	\$110	\$114	\$117	\$121	\$124
Designer / CADD Technician	\$102	\$105	\$109	\$112	\$115
Assistant Engineer	\$101	\$104	\$107	\$111	\$114
Engineering Technician	\$93	\$96	\$99	\$102	\$105
Engineering Aide	\$79	\$81	\$84	\$86	\$89
Office Support	\$79	\$81	\$84	\$86	\$89
Data or Word Processing	\$77	\$79	\$81	\$84	\$86

Arellano Associates Rate Schedule 2022

Staff	Year 1 Rate (Fully Burdened Labor)	Year 2 Rate at 3% Increase	Year 3 Rate at 3% Increase
Principal-in-Charge	\$ 305.18	\$ 314.34	\$ 323.77
Senior Project Manager	\$ 228.89	\$ 235.75	\$ 242.83
Project Manager	\$ 190.74	\$ 196.46	\$ 202.36
Deputy Project Manager	\$ 165.31	\$ 170.27	\$ 175.38
Creative/Tech Lead	\$ 165.31	\$ 170.27	\$ 175.38
Senior Project Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Senior Creative/Tech Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Project Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Creative/Tech Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Assistant Project Coordinator	\$ 71.21	\$ 73.35	\$ 75.55

RATE SHEET

CITY OF MONTEBELLO



BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
 1511 COTA AVENUE
 LONG BEACH, CA 90813
 PH: 562-912-7900

POINT-OF-CONTACT:
 EDWARD LOK NG, PRESIDENT
 LOK.NG@BOAARCHITECTURE.COM

Please see the following Fee Schedule for personnel assigned to projects for the City of Montebello.

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.
- The above rates apply to any additional services needed beyond the scope of work.



Land Surveying – Pricing Proposal

Billing Rates		
Project Classification/Title	Straight Time	Overtime
Principal In Charge	\$ 201.59	N/A
LS Project Manager	\$ 210.32	N/A
Survey Tech	\$ 134.39	\$ 201.59
Certified Party Chief 1	\$ 167.48	\$ 251.22
Certified Party Chief 2	\$ 154.04	\$ 231.06
Party Chief	\$ 148.53	\$ 222.80
Chainman	\$ 137.83	\$ 206.75
Chainman App Step 1	\$ 57.90	\$ 86.85
Chainman App Step 2	\$ 67.55	\$ 101.33
Chainman App Step 3	\$ 77.20	\$ 115.80
Chainman App Step 4	\$ 86.94	\$ 130.41
Chainman App Step 5	\$ 95.10	\$ 142.65
Chainman App Step 6	\$ 103.37	\$ 155.06
Chainman App Step 7	\$ 110.26	\$ 165.39

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lam Le LS 8231
 DIR: 1000007166 Exp. 06/30/22
 DBE 38284
 President



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. SCHEDULE OF FEES June 2022 – June 2023

Classification	Hourly Billing Rate
Principals	\$300
Principal Engineers/Geologists	\$300
Senior Engineers/Geologists	\$225
Senior Project Engineers/Geologists	\$193
Project Engineers/Geologists	\$175
Senior Staff Engineers/Geologists	\$159
Staff Engineers/Geologists	\$133
Senior Technicians*	\$154
Technicians*	\$77
Administrative Assistants*	\$129

* Non-exempt staff subject to overtime pay per California law.

Reimbursable Expenses

Auto mileage is invoiced at IRS rate per mile. Other travel-related expenses, shipping, reproduction, express mails, supplies and other reimbursable expenses will be invoiced at cost.

Subcontractors

Consultants and other outside services will be invoiced at cost.

Firm: GPA Consulting

Classification	Fully Loaded Salary Rates (Min - Max)			
Principal Environmental Planner	\$ 219.59	(min)	\$ 334.93	(max)
Principal Architectural Historian	\$ 219.59	(min)	\$ 334.93	(max)
Senior Associate Environmental Planner	\$ 159.69	(min)	\$ 249.12	(max)
Senior Associate Architectural Historian	\$ 159.69	(min)	\$ 221.44	(max)
Senior Associate Biologist	\$ 159.69	(min)	\$ 221.44	(max)
Senior Environmental Planner	\$ 119.25	(min)	\$ 179.92	(max)
Senior Architectural Historian	\$ 119.25	(min)	\$ 179.92	(max)
Senior Biologist	\$ 119.25	(min)	\$ 179.92	(max)
Senior GIS Analyst	\$ 119.25	(min)	\$ 179.92	(max)
Associate Architectural Historian	\$ 97.27	(min)	\$ 119.25	(max)
Associate Biologist	\$ 97.27	(min)	\$ 119.25	(max)
Associate Environmental Planner	\$ 97.27	(min)	\$ 119.25	(max)
Environmental Planner	\$ 59.87	(min)	\$ 97.27	(max)
Biologist	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, II	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, I	\$ 58.13	(min)	\$ 72.66	(max)
Project Coordinator	\$ 86.78	(min)	\$ 119.25	(max)
Intern	\$ 55.36	(min)	\$ 58.13	(max)

Other Direct Costs to be billed At Costs

Postage/Delivery
 Reproduction/Materials and Outside Copies
 Travel (Airfare, Hotel, Rental Car)
 Public Outreach Exhibits
 Record Search
 Permit/Filing Fees
 Subconsultants
 Mileage Costs - *Billed as IRS Allowable*

Standard Fee Schedule for Year 2022 – June 30, 2023

STAFF LEVEL	HOURLY RATE
Principal	\$ 215
Senior Project Manager	\$ 205
Project Manager	\$ 195
Senior Engineer	\$ 185
Assistant Project Manager	\$ 170
Project Engineer	\$ 145
Assistant Engineer	\$ 120
Technical Support	\$ 100
Administrative Support	\$ 65

The above rates are effective to June 30, 2023. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.



MONUMENT RIGHT-OF-WAY 2022 HOURLY RATE SCHEDULE

Right of Way Management & Implementation	
Program Manager / Principal	\$250.00 per hour
Senior Project Manager	\$180.00 per hour
Senior Utility Project Manager	\$180.00 per hour
ROW Project Manager / Utility Project Manager	\$155.00 per hour
Utility Coordinator	\$105.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$125.00 per hour
Acquisition Agent / Relocation Agent	\$105.00 per hour
Project Coordinator / Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$80.00 per hour
Project Support Specialist	\$70.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

RATE SCHEDULE WORKSHEET

SOLICITATION NO. 22-8

TITLE OF SOLICITATION

City of Montebello On-Call Architectural and Engineering Design Services

NAME OF OFFEROR

TATSUMI AND PARTNERS, INC.

HOME OFFICE ADDRESS

49 DISCOVERY, SUITE 120, IRVINE, CA 92618

POINT OF CONTACT

NAME: BEVERLY KAWAMOTO

PHONE/EMAIL: 949-453-9901/beverly@tatsumiandpartners.com

EMPLOYEE NAME	CLASSIFICATION	2022 FULLY LOADED RATE
David Tatsumi	Senior Principal	\$288.42
Michael Aceves	Senior Associate	\$177.91
Sambath Ork	Senior Technical Staff	\$132.83
Jimmy Ogata	Senior Designer	\$132.83
Weywantheawy Kang	Technical Staff III	\$117.65
Kenton Quinn	Technical Staff III	\$113.09
Alexa Miranda Flores	Technical Staff I	\$92.60
Guadalupe Rodriguez	Technical Staff I	\$92.60

REIMBURSABLES

GPS Tree Location Equipment	As Needed: Rate/Day	\$123.91
Mileage	500 miles @ .585/mile	\$292.50

City of Montebello | On-Call Architectural and Engineering Design Services
Standard Hourly Rate Sheet

<u>Classification</u>	<u>Rate</u>
Principal	\$ 240.00/Hr
Registered Traffic Engineer	\$ 240.00/Hr
Senior Project Manager (Registered)	\$ 236.00/Hr
Project Manager (Registered)	\$ 215.00/Hr
Senior Project Engineer (Registered)	\$ 209.00/Hr
Project Engineer	\$ 175.00/Hr
Senior Associate Engineer	\$ 155.00/Hr
Senior Design Engineer	\$ 148.00/Hr
Design Engineer	\$ 143.00/Hr
CADD Manager/Senior Designer	\$ 148.00/Hr
Microstation CADD/Technician	\$ 148.00/Hr
Administration/Office Support	\$ 99.00/Hr

Non-Labor Expenses

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

*The above rates will be held for the duration of the contract.



April 7, 2023

Rita Montalvo, PE
Assistant Public Works Director
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

RE: Lincoln Avenue Realignment

Dear Rita:

We are pleased to submit our scope of services and fee proposal to provide 95% plan check services for the realignment of Lincoln Avenue. The lead agency is the United States Army Corps of Engineers (USACE) and the lead consultant is AECOM (Consultant). The following scope, fee and schedule are based upon the review of the construction elements related to the realignment that will be owned and maintained by the City of Montebello.

Scope of Work

1. 95% Submittal Documents

- 1.1 **95% Reports:** Review and confirm the 65% comments are incorporated. Review and check for new items added to the reports. Review the report to verify that the design is consistent with the City standards and design requirements. Review includes Basis of Design Report, Drainage, Traffic Management and Geotechnical (limited review).
- 1.2 **95% Plans:** Review and confirm the 65% plan check comments are incorporated. Provide a review of approximately 121 plan sheets to ensure the design standards are being met and is consistent with the Basis of Design Report. 16 additional sheets are added to the 95% plan set.
- 1.3 **Comment Resolution Meeting:** Participate in one comment resolution meeting with the Consultant to reach resolution to outstanding comments.

It is understood that USACE will be bidding and administering the construction. AECOM is fully responsible for providing complete plans, specifications and estimate and all quality control measures.

Schedule

Work will be completed within 3 weeks from Notice to Proceed and receipt of all the documents.

Budget

We have prepared a fee estimate for these services, as detailed on the attached form. The total estimated cost is \$39,765.



Should you have any questions or concerns, please do not hesitate to contact me at (714) 815-5222 or through email at psomerville@markthomas.com.

Sincerely,
MARK THOMAS



Pat Somerville, PE
Project Manager



COST PROPOSAL FOR PROJECT SCOPE: Montebello - Lincoln Avenue Realignment

											Subconsultants		TOTAL COST
	Sr. Engineering Manager \$361	Sr. Technical Lead \$252	Technical Lead \$204	Sr. Project Engineer \$177	Project Engineer \$157	Design Engineer II \$135	Project Accountant \$123	Sr. Project Coordinator \$138	Total Hours	Total MT Cost	EMI DBE	Sub Mark-Up 5%	
1.0 95% PS&E													
1.1 95% Basis of Design Report	12		24		24			4	64	\$13,548	1,500	\$75	\$15,123
1.2 95% Plans	16		48		48				112	\$23,104	-	\$0	\$23,104
1.3 Comment Resolution Meeting	2		4						6	\$1,538		\$0	\$1,538
									0	\$0	-	\$0	\$0
Subtotal Phase 1	30	0	76	0	72	0	0	4	182	\$38,190	\$1,500	\$75	\$39,765
TOTAL HOURS	30	0	76	0	72	0	0	4	182				
OTHER DIRECT COSTS										\$0	\$0		\$0
TOTAL COST	\$10,830	\$0	\$15,504	\$0	\$11,304	\$0	\$0	\$552		\$38,190	\$1,500	\$75	\$39,765



ITEM # 20

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Acting Director

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4141 WITH OCEAN BLUE ENVIRONMENTAL SERVICES INC. FOR HAZARDOUS WASTE MANAGEMENT AND EMERGENCY RESPONSE SERVICES.**

DATE: October 11, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4141 (Attachment A) to Ocean Blue Environmental Services, Inc. in an amount not-to-exceed \$300,000 for an initial three (3) year term; and
2. Authorize the Acting City Manager to execute the Professional Services Agreement; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The total amount of the contract is a not-to-exceed \$300,000 over a three (3) year term. The contract will be divided into three (3) consecutive one-year periods, with two (2) one (1) year renewal options. The contract will be charged to Account No. 100-30-310-6040.10 (General Fund, Public Works, Street, Contract Services Outside Contracts). The annual amount of \$100,000 was included in the adopted Budget for Fiscal Year 2023-24 and no budget amendment is necessary at this time.

BACKGROUND/DISCUSSION:

The Public Works Department responds to various requests for hazmat services from residents using the "My Montebello App" (Work Order System), Code Enforcement personnel, and the Police and Fire Departments. City staff regularly encounter homeless

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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encampments, chemicals, paints, and other illegally dumped items left in alleyways, streets, and various right-of-way locations within the City. The materials cleaned up by City staff are brought back to the Public Works yard for temporary storage in a safety hazmat container. This waste must be collected in accordance with applicable environmental regulations, including proper labeling, packaging, and offsite transportation to a legal point of disposal every 90 days.

Furthermore, the City requires on-call emergency response services to be performed by a certified contractor that is available 24 hours a day, 365 days of the year for hazmat services. On-call or scheduled coverage allows the City to maintain compliance with regulations regarding the clean-up of hazardous wastes, such as: paint, oil, acid, spill clean-ups, bio-waste, and miscellaneous chemicals.

Therefore, Staff recommends the award of Professional Services Agreement No. 4141 (Attachment A) to Ocean Blue Environmental Services, Inc. (Ocean Blue) for hazardous waste management and emergency response services. Ocean Blue is based out of Long Beach, California, and has provided emergency response services to government entities for over 25 years. Ocean Blue responds to chemical spills, homeless encampments, storm water management and various other waste management situations.

Ocean Blue has offered the City of Montebello the same services and rates as their existing services contract with the City of Santa Ana Department of Public Works (County of Orange). The existing contract between Ocean Blue and the City of Santa Ana ("Agreement to Provide Spill Response, Hazardous Waste Disposal, and Storm Drain Facility Maintenance Services, Attachment D)" was solicited on an open-competitive basis (see Attachment B for the Request for Proposals from the City of Santa Ana).

Municipal Code Section 3.20.125 authorizes the city to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency. As stated above, Santa Ana's procurement process for Ocean Blue's services was done through a competitive RFP process (Attachment D). Furthermore, Ocean Blue has provided written confirmation authorizing the City of Montebello to piggyback (Attachment C). Thus, the City Council may award this professional services agreement in accordance with the Montebello Municipal Code.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council award Professional Services Agreement No. 4141 (Attachment A) to Ocean Blue. Upon approval of the recommended contractor, staff

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 11, 2023

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will execute the Professional Service Agreement with Ocean Blue Inc. for hazardous waste and emergency response services.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4141
2. Attachment B - RFP 21-004 City of Santa Ana
3. Attachment C - Approval to Utilize Piggyback Agreement
4. Attachment D - Ocean Blue-Santa Ana Agreement A-2021-097-01-RFP Response

NEXT STEPS:

N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4141 WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 11, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **OCEAN BLUE ENVIRONMENTAL SERVICES, 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 hazardous waste management and emergency response services in the CITY; and

WHEREAS, the CONSULTANT currently has a contract with the City of Santa Ana for hazardous waste management and emergency response services (Contract No. A-2021-097-01); and

WHEREAS, the CONSULTANT was awarded this contract through an open, competitive process (City of Santa Ana RFP No. 21-004); and

WHEREAS, the CONSULTANT grants the City authorization to make purchase using the same terms and conditions as those listed in the City of Santa Ana contract.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. City of Santa Ana RFP No. 21-004
3. City of Santa Ana Contract No. A-2021-097-01
4. Proposal referenced and Best Final Offer received by the successful proposer.
5. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide hazardous waste management and emergency response

PROFESSIONAL SERVICES AGREEMENT NO. 4141

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services, as set forth fully in the Request for Proposals, as such is set forth fully in the City of Santa Ana RFP No. 21-004 (**Exhibit "A"**), hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

b. All terms, conditions, requirements, and provisions of the City of Santa Ana Contract No. A-2021-097-01 (**Exhibit "B"**) dated June 15, 2021, 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.

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

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4141

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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 seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to

PROFESSIONAL SERVICES AGREEMENT NO. 4141

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property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of

PROFESSIONAL SERVICES AGREEMENT NO. 4141

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convenience only and shall not control or affect the construction of interpretation of any of its provisions.

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

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
 Attn: Arleen Salazar, Assistant City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200
 Email: asalazar@montebellocal.gov

PROFESSIONAL SERVICES AGREEMENT NO. 4141

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With a copy to: City of Montebello – Public Works
Attn: Rtia Montalvo
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 -1200 ext. 469
Email: rmontalvo@montebelloca.gov

If to Consultant: Ocean Blue Environmental Services, Inc.
Attn: Justin LEE
925 West Esther Street
Long Beach, CA 90813
(562) 624-4120
Email: jlee@ocean-blue.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4141

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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]

PROFESSIONAL SERVICES AGREEMENT NO. 4141

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

**OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.**

Arlene Salazar, Assistant City Manager

Justin Lee, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – City of Santa Ana RFP No. 21-004
- Exhibit B – City of Santa Ana (Contract No. A-2021-097-01)
- Exhibit C – Ocean Blue Environmental Services Authorization Letter

REQUEST FOR PROPOSALS (RFP)
FOR
SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL, AND
STORM DRAIN FACILITY MAINTENANCE SERVICES

RFP NO.: 21-004



CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plz (M-22)
Santa Ana, CA 92701

Project Manager
Craig Foster, CPSWQ, QSD/P
NPDES Manager
(714) 647-5659
cfoster@santa-ana.org

Approved for Release:

Nabil Saba, PE
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date:	Thursday March 4, 2021
Letter of Intent:	Thursday March 11, 2021
Deadline for Requests for Information:	Monday March 15, 2021
Proposal Due Date:	Thursday March 25, 2021 at 4:00 p.m.
Anticipated Award Date:	Tuesday June 15, 2021



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified Contractors for Spill Response, Hazardous Waste Disposal, and Storm Drain Facility Maintenance Services.

Responses to this Request for Proposals (RFP) will be accepted until 4:00pm on Thursday, March 25, 2021.

Proposals must be submitted electronically through the PlanetBids system. No other form of submittal will be accepted. It is the responsibility of the proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the proposal due date and time stated on the cover page of this RFP.

Proposals shall NOT be mailed or sent via telegraphic, electronic, or facsimile means.

All notifications, requests for information, updates and addenda will be posted on the PlanetBids page at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

LETTER OF INTENT: As a courtesy to the City, all interested Contractors are encouraged to submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date, as shown on the cover page of this RFP. Letters of Intent shall be sent via certified mail or email and shall include the information below:

1. Use formal company letterhead.
2. Indication of company interest in the RFP.
3. Acknowledgement of candidate's responsibility to monitor the City's website for any amendments or modifications to the RFP.
4. Provision of correct, complete contact information.

Failure to submit a Letter of Intent will not lead to disqualification of the firm.



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I. **INTRODUCTION / PROJECT DESCRIPTION**

Nature of Work:

The City of Santa Ana is seeking qualified contractors to perform spill response, hazardous waste disposal, and storm drain facility maintenance services. A detailed Scope of Work is included in the Appendix of this RFP as Attachment 1.

Number of Proposals and Signature:

Proposals must be submitted electronically through the PlanetBids system. No other form of submittal will be accepted. It is the responsibility of the proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the proposal due date and time stated on the cover page of this RFP. Proposals shall be signed by a company official with the power to bind the company. *Please be explicit in identifying the appropriate person with legal authority to bind the company.*

The proposal fee schedule must be submitted as a separate attachment in the PlanetBids system, and not be included as part of the proposal.

The Statement of Qualifications shall be limited to a maximum of fifteen (15) double-sided pages (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11" x 17".

Proposal Evaluation and Rating:

The criteria for evaluating the proposals submitted is shown below:

Relevant Project Experience	35%
Firm/Team Experience	30%
Understanding of Need	25%
References	10%

The City has established a proposal review committee to evaluate proposals based on the response to this RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.

After ranking, cost negotiations may begin with the most qualified contractor(s) and only their cost proposals will be opened. Should negotiations fail or result in a price that the



City does not consider fair and reasonable, negotiations will be formally terminated and the City will then undertake negotiations with the next most qualified contractor(s).

Project Funding:

The primary funding source for these services is the City's NPDES Program budget. Special project funding sources may vary and shall comply with the funding agency's requirements. Special conditions may apply. Refer to Attachment 1 (Scope of Work) in the Appendix of this RFP.

Prevailing Wages:

In accordance with the California State Labor Code, prevailing wage rates apply. Copies of the prevailing rate of per diem wages are on file with the Public Works Agency and shall be made available to any interested party on request. Contractors shall submit certified payroll to the City for work performed in a timely manner. The City may withhold invoice payment until certified payroll is received.

Term of Contract Agreement:

The City desires to enter into contracts with two selected Contractors for an initial three (3) year term with a City option for one (1), two (2) year extension period. This term is outlined in the Standard Consultant Agreement, as contained in the Appendix of this RFP as Attachment 2.

II. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in this RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposers will assume responsibilities for all services in its proposal. The selected proposers shall identify a sole point of contact with the greatest knowledge concerning the required service operations and contractual matters, including payment of all charges resulting from the Agreement.

Evidence of Financial Capacity: Proposers may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.



C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made only in writing in the Q&A section located in PlanetBids prior to the deadline for Requests for Information outlined on the cover page of this RFP. No verbal requests will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA

Any significant changes in the RFP from the date of release to the date of submittal will result in an addendum or amendment. As set forth in the Notice Inviting Proposals, notification of such addendum or amendment shall be posted on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Addenda shall become part of the agreement documents.

E. LICENSES & PERMITS

The selected proposers shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City's project manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposers will be responsible for obtaining any licenses/permits required by the Scope of Work.

F. INSURANCE

The Selected Proposers shall provide the required evidence of insurance coverage as set forth in the Scope of Work within ten (10) business days after receipt of notice that the contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty. The City will provide the Selected Proposers with a "New Vendor Checklist", which outlines insurance requirements.

G. PAYMENT INFORMATION PACKET

The selected proposers shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded.

H. PRE-PROPOSAL MEETING

Should a pre-proposal meeting be scheduled, the date, time, and location is identified on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer's key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in "Section D: Addenda."



I. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace, and approve any and all subcontractors. All subcontractors shall be identified in response to this RFP. Subcontractors shall be the responsibility of the selected proposer and the City shall assume no liability of such subcontractors.

J. BID PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or her designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by the Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

III. SUBMITTAL REQUIREMENTS

A. GENERAL

1. The number of Proposal Copies and signature is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

2. Deadline:

Proposals are due to the City of Santa Ana via PlanetBids at the date and time specified in the Notice Inviting Proposals.

B. PROPOSAL CONTENTS

The proposal format and page limitation, if any, is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

1. STATEMENT OF QUALIFICATIONS



- a. Cover Letter: Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
 - b. Contract Agreement Statement: Proposals shall include a statement outlining concurrence or concerns with any and all provisions contained in the Agreement attached herein as Attachment 2 in the Appendix.
 - c. Firm and Team Experience: Proposals shall include a profile of the firm's experience and resumes which outline the experience of the project team and subcontractors that will be providing services. At a minimum, this should include the project manager or principal agent, associates in charge when the project manager or principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager or principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.
 - d. Understanding of Need: Proposals shall include an outline which demonstrates contractor's understanding of the work. This outline should include anticipated approach, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the City should be made aware of. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.
 - e. Relevant Project Experience: Proposal shall include a list of relevant projects, which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Project information should include project description, project location, year completed, and client name and contact information.
 - f. References: Proposal shall include a list of relevant projects with references for three public entities for which Proposer has performed similar work within the past five (5) years.
2. SCOPE OF SERVICES AND SCHEDULE:
Proposals shall include a Scope of Services that details contractor's experience and expertise conducting spill response, hazardous waste disposal, and stormdrain facility maintenance services, as it pertains to the Scope of Work detailed in Attachment 1 of this RFP.



3. **FEE PROPOSAL:**

The fee proposal shall be submitted concurrently with the technical proposal, but as a separate attachment, clearly labeled as “Fee Proposal.” The fee proposal shall include a list of all positions, hourly rates, equipment and material costs, and any other costs required to perform the services described in the Scope of Work detailed in Attachment 1 of this RFP. Additionally, contractors shall complete a CONTRACT COMPARISON FORM, attached as Appendix Attachment 4 to this RFP, and submit it to the City as part of the fee proposal in PlanetBids.

The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.

4. **CERTIFICATIONS:**

The following forms shall be signed and included as part of the proposal submittal package:

- Attachment 3-1: Non-Collusion Affidavit
- Attachment 3-2: Non-Lobbying Certification
- Attachment 3-3: Non-Discrimination Certification

IV. PROPOSAL REVIEW (CONSULTANT SELECTION)

A. EVALUATION AND RATING

The criteria for evaluating the proposals are specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

B. SELECTION

The selection committee will be comprised of at least (3) City staff. The committee may interview the top ranking proposers. The City will recommend award of contracts to the proposers who will provide the best value and expertise to the City. The City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

V. CONTRACT AWARD

A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the proposal review committee, the Project Manager will recommend awarding contracts to the two top-ranking proposers that will provide the best value and expertise to the City.



B. EXECUTION OF AGREEMENT

The Scope of Services and Fees submitted in the proposal will be the basis of any negotiation of final terms, which will lead to a completed agreement ready for execution based on the standard Agreement attached herein as Attachment 2 in the Appendix.

VI. IMPLEMENTATION

A. KICK-OFF MEETING

A kick-off meeting may be held after award of contracts. Contractors and their team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation processes.

B. NOTICE TO PROCEED

Prior to issuance of a formal Notice to Proceed (NTP), Consultants shall provide all required bonds, insurance documents, and contents of the Information Packet for review and approval by the City.

VII. PUBLIC RECORDS

All data, documents and other products used, developed, or produced during response preparation of this RFP will become property of the City. All responses to this RFP shall become property of the City. Proposer information identified as proprietary information be maintained confidential, to the extent allowed under the California Public Records Act.

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS**

**SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL, AND
STORM DRAIN FACILITY MAINTENANCE SERVICES**

RFP NO. 21-004

INTRODUCTION/BACKGROUND

The City of Santa Ana is 27.2 square miles and is located in central Orange County, California. Santa Ana is the most densely populated city in the county, with a total population of 338,247 and approximately 12,435 people per square mile. Santa Ana sits within three major watersheds: the Newport Bay watershed, the Santa Ana River watershed, and the Anaheim Bay/Huntington Harbour watershed.

The City of Santa Ana is a co-permittee under the North Orange County Municipal Separate Storm Sewer System (MS4) Permit (Order No. R8-2009-0030, as amended by Order No. R8-2010-0062). The Permit presents a series of technical, legal, and regulatory challenges to the City and as a result, the City has established a rigorous National Pollutant Discharge Elimination System (NPDES) compliance program.

The Permit requires the City to reduce pollutants discharged in urban runoff to the “Maximum Extent Practicable”. In order to comply with the Permit, the City is required to clean and maintain its MS4 and treatment control Best Management Practices (BMPs), respond to and eliminate illegal discharges and illicit connections, and conduct cleanup of pollutants that could potentially impact the MS4.

The City’s stormdrain system includes, but is not limited to:

- 1,600 stormwater catch basins, of which 1,275 have been retrofitted with Connector Pipe Screen (CPS) units and 139 have been retrofitted with Auto-Retractable Screens (ARS)
- 215 culverts
- 20 open channels
- One stormwater lift station
- Treatment control BMPs, such as:
 - Continuous Deflective Separation (CDS) Unit
 - Bioretention Basins
 - Bioswales/Vegetated Swales

- Pervious Pavement
- Drywells
- Proprietary Biotreatment Devices
- Underground Infiltration Systems

The City desires to retain two Contractors to perform spill response, hazardous waste disposal, and stormdrain facility maintenance services to assist with NPDES Permit compliance and maintain water quality standards. Professional services Agreements will be entered into with the selected Contractors and the selected Contractors will be requested to perform these services on an as-needed basis under the direction of the Public Works Agency. All work shall be done in accordance with the most recently adopted North Orange County MS4 Permit and any other applicable local, state, and federal laws.

The selected Contractors shall utilize in-house staff and/or subcontractors to complete assignments to meet the City's standards. For specialized work, for which the selected Contractors require a subcontractor, the selected Contractors shall serve as an administrative liaison between the City and the subcontractors.

Mark-ups for subcontractor work shall not exceed ten percent (10%).

The selected Contractors must have the expertise, experience, and demonstrated resources available to perform the work described in the Scope of Services below. The City desires to enter into Agreements with the two top-ranking Contractors for an initial three (3)-year term, with a City option to exercise one (1), two (2)-year extension period. The annual amount to be expended under each Agreement shall not exceed three hundred thousand dollars (\$300,000). Actual expenditures each year will vary at the City's discretion and will be dependent on funding availability. The City does not guarantee minimum annual expenditures under these Agreements.

A. SCOPE OF SERVICES

Work under this Agreement may include, but is not limited to, the following tasks below:

1) Spill Response

Contractors shall be capable of performing the following tasks:

- a. Deploy all necessary personnel, equipment, and materials to respond to and recover pollutant discharges from the public right-of-way and City stormdrain system.

Discharges may consist of, but are not limited to: hydrocarbons, inorganic compounds, organic compounds, volatile compounds, biowaste, hazardous materials/waste, sewage, wastewater, sediment, and trash/debris.

Contractors shall respond to spills within 1-hour of initial request.

- b. Deploy containment at various points along the projected travel path of the discharge to protect nearby stormdrain facilities from contamination. The City will provide a description of the site and discharge to the best of their ability during the initial request.
- c. Set-up traffic control per WATCH handbook or at the direction of City staff to safely perform spill response services.
- d. Conduct confined space entry and video camera inspection of stormdrain facilities.
- e. Perform pressure washing of the contaminated area, including stormdrain facilities, to the satisfaction of the City. All wastewater generated as a result of pressure washing activities shall be recovered and not allowed to discharge into the City's stormdrain system.
- f. Take discharge samples for laboratory analysis and provide results to the City.
- g. Manifest the waste lawfully and efficiently to the satisfaction of the California Department of Toxic Substances Control (DTSC), the United States Department of Transportation, the Environmental Protection Agency, the EPA-permitted disposal facilities receiving the waste, and any other relevant regulatory agencies.
- h. Provide storage, transport, and proper legal disposal of the recovered discharge.
- i. Provide an incident report with before and after pictures within 1-week of performing spill response services.
- j. Any other work required to safely, effectively, and lawfully perform spill response services.

2) **Hazardous Waste Disposal**

Contractors shall be capable of performing the following tasks:

- a. Perform routine pickups and removal of hazardous waste from the public right-of-way and City Yard (215 S Center St).

Types of hazardous waste may include, but are not limited to: hydrocarbons, inorganic compounds, organic compounds, volatile compounds, pesticides, biowaste, medical waste, e-waste, wastewater, batteries, soiled clothing, propane and gasoline tanks, and trash/debris.

- b. Document location, type of hazardous waste removed, and send photos to City staff.
- c. Provide storage, transport, and proper legal disposal of recovered hazardous waste.

- d. Manifest the waste lawfully and efficiently to the satisfaction of the California Department of Toxic Substances Control (DTSC), the United States Department of Transportation, the Environmental Protection Agency, the EPA-permitted disposal facilities receiving the waste, and any other relevant regulatory agencies.
- e. Any other work required to safely, effectively, and lawfully perform hazardous waste disposal services.

3) Stormdrain Facility Maintenance and Cleaning

Contractors shall be capable of performing the following tasks:

- a. Deploy all necessary personnel, equipment, and materials to thoroughly clean and remove all trash/debris, vegetation, sediment, and encampments from the City's stormdrain system.

Contractors shall have proper equipment and training to perform confined space entry and have access to and be capable of operating a vacuum truck and hydro-jetter to perform stormdrain facility maintenance and cleaning services.

- b. Perform thorough inspection and cleaning of all Municipal catch basins throughout the City, including all trash capture device screens installed within Municipal catch basins.
- c. Perform thorough inspection and cleaning of all culverts and open channels throughout the City.
- d. Perform thorough inspection and cleaning of all treatment control BMPs throughout the City.

Contractors shall be familiar with the proper operations and maintenance of various treatment control BMPs including, but not limited to:

- Continuous Deflective Separation (CDS) Unit
 - Bioretention Basins
 - Bioswales/Vegetated Swales
 - Pervious Pavement
 - Drywells
 - Proprietary Biotreatment Devices
 - Underground Infiltration Systems
 - Infiltration Basins/Trenches
- e. Report stormdrain infrastructure data to the City when conducting inspections and/or cleaning, including but not limited to:
 - Date of inspection/cleaning

- Location
 - Dimensions
 - Asset identification number
 - Trash capture device type and condition
 - Damage (face plate, protection bar, manhole, interior, inlet/outlet pipes)
 - Obstructions or vegetation growing
 - Condition of “No Dumping” stencil
 - Volume of trash, debris, and sediment removed during cleaning
 - Inlet/outlet pipe diameter and material
- f. Stencil “No Dumping Drains to Ocean” on the top of catch basin inlets.
- g. Install and/or repair trash capture devices in Municipal catch basins, including but not limited to:
- Connector Pipe Screen (CPS) units
 - Auto-Retractable Screen (ARS) units
 - Other devices listed on the State Water Resources Control Board Certified Full Capture List of Trash Treatment Control Devices:
- https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/trash_implementation/certified_fcsdevicelist_16Feb2021.pdf
- h. Provide on-call operations, maintenance, and repair services for the City’s First Street stormwater lift station, including but not limited to:
- Monitoring storm events and performing inspections to verify lift station is operational and ready to pump stormwater
 - Vacuum cleaning lift station wet-well, stormdrain lines, and catch basin inlets as-needed
 - Responding to and resolving urgent issues with the lift station 24-hours a day, 7-days a week
 - Conducting electrical and mechanical repairs or troubleshooting as-needed

The City will provide basic training on stormwater lift station operations.

Contractors shall respond to lift station issues within 1-hr of initial request.

- i. Procure and install metal gates within or at the outlet of stormdrain facilities. At a minimum, metal gates shall:
- Prohibit access by the public into stormdrain facilities
 - Have a tamper-proof locking mechanism for dry-weather conditions
 - Be capable of opening freely during storm conditions or debris blockage

- Be made of material strong enough to withstand potential vandalism

The City will provide metal gate design detail for contractors to procure and install.

- j. Any other work required to safely, effectively, and lawfully perform stormdrain facility maintenance and cleaning services.

4) Flood Control Assistance

Contractors shall be capable of performing the following tasks:

- a. Mobilize to flooded areas and/or historic problem areas under the direction of the City.

Contractors shall respond to flooding within 1-hour of initial request.

- b. Deploy all necessary personnel, equipment, and materials to assist with flood control and flooding complaints. The equipment deployed must have the ability to remove excess water from the public right-of-way and dislodge materials blocking storm flows.
- c. Open ARS units and stormdrain manhole covers to facilitate faster drainage of flooded areas.
- d. Remove all trash/debris, sediment, and vegetation from ARS units and stormdrain facilities to facilitate faster drainage of flooded areas.
- e. Provide asset ID number and photos of flooded stormdrain facilities that were responded to within 7-days of the City's request.
- f. Any other work required to safely, effectively, and lawfully perform flood control assistance services.

B. OTHER REQUIREMENTS

Contractors must download and use the City's new asset management program (**Cityworks**) to complete work orders and service requests pertaining to this Scope of Work. City staff will provide basic Cityworks training to contractors and contractors shall have tablets and/or mobile phones to use Cityworks in the field when completing all service requests and work orders, unless otherwise stated by the City.

Contractors shall adhere to all requirements of the City's MS4 NPDES Permit while performing services under this contract. Contractors shall immediately notify the City should they become aware of any activities or events that may be deemed non-compliant.

C. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to the completion of the tasks outlined in this RFP. In general, this includes, but is not limited to:

- Furnish scope of work and provide general direction as-needed to complete tasks
- Furnish documents, data, maps, or other information relevant to the Scope of Services
- Provide access to stormdrain facilities
- Facilitate meeting space and coordination at City facilities

D. PREVAILING WAGES

These Agreements are subject to compliance, monitoring and enforcement by the State of California Department of Industrial Relations. Contractors are required to inform themselves fully of the conditions relating to labor under which the work will be performed. In accordance with the California State Labor Code, prevailing wage rates apply per the following link:

<http://www.dir.ca.gov/public-works/publicworks.html>

Contractors shall provide certified payroll to the City upon invoicing. The City may not process invoices for payment until receipt of certified payroll.

E. LICENSE REQUIREMENTS

The selected Contractors shall at a minimum have a valid Class A General Engineering Contractors' License. The Contractors shall list and provide all required City, County, State and Federal ID Numbers/Licenses/Permits related to this Contract, including but not limited to:

- EPA Identification Number
- EPA Acknowledgement of Notification of Hazardous Waste Activity
- Hazardous Material Transportation License
- Hazardous Substances Removal & Remedial Actions Certification
- California Contractors State License with "HAZ" Designation
- California DMV License with "H" Designation

F. SPECIAL REQUIREMENTS

ADDITIONAL WORK

Upon request by the City, Contractors shall submit supplemental proposals for Additional Work not included in the Scope of Services of this Agreement. Contractors must obtain written approval prior to commencing any Additional Work.

FEE PROPOSAL:

Fee proposals shall be submitted as a separate attachment in PlanetBids and shall be structured as follows:

The fee proposal shall include a list of all positions, hourly rates, equipment and material costs, and any other costs required to perform the services described in this RFP. At the request of the City, Contractors shall provide a more detailed fee proposal when a specific project proposal is requested of the Contractors.

As part of the fee proposal, Contractors shall complete a CONTRACT COMPARISON FORM, attached as **Appendix Attachment 4**, and include it in the fee proposal attachment in PlanetBids. It is expressly emphasized that this CONTRACT COMPARISON FORM is not a bid. It is used for cost-comparison purposes only.

The City does not guarantee the quantity of work to be performed by the selected Contractors. Contractors shall be paid for the actual services provided according to the proposed hourly rates and unit costs.

OTHER TERMS AND CONDITIONS:

1. All work shall be implemented in compliance with City of Santa Ana policies, as well as Prevailing Wage law and applicable State and Federal Requirements.
2. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
3. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and fee proposals.
4. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
5. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting Contractors must have established affirmative action programs approvable by the City. During the RFP stage, all Contractors will need to complete a "Certification of Non-Discrimination by Contractors" for each firm on their team.

**Appendix
ATTACHMENT 2
SAMPLE AGREEMENT**

**CONSULTANT AGREEMENT
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between _____ (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On _____, 2021, the City issued Request for Proposal No. 21-004, by which it sought a consultant to provide spill response, hazardous waste disposal, and storm drain facility maintenance services.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 21-004 and addendum thereto.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work that was included in RFP No. 21-004, including addendum thereto, and as more specifically delineated in Consultant’s proposal, which is attached as **Exhibit A – Scope of Services** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in **Exhibit B – Fee Schedule**. The total annual sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$300,000.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and continue for a **three (3)-year term**, with the option for the City to grant one **two (2)-year** renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - iv. Consultant shall supply City with a fully executed additional insured endorsement.

- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours.

Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services. Conflict may be further specified in **Exhibit C - Certifications**, attached hereto and incorporated in this Agreement by reference.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations and as further specified in **Exhibit C - Certifications**, attached hereto and incorporated in this Agreement by reference.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or

otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Additional provisions, if any, are identified as Additional Provisions, **Exhibit D – Additional Provisions**, attached hereto and incorporated into this Agreement by reference. No Exhibit D is attached in the absence of additional provisions.
- b. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

With courtesy copies to:

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702
Fax: (714) 647-5635

To Consultant:

Consultant Firm Name
Address
City, State, Zip
Attn: First & Last Name
Title:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: _____
John M. Funk
Assistant City Attorney

Name:
Title:

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

COMPENSATION

Fee Proposal including hourly rates
(from Consultant Proposal)

EXHIBIT C
CERTIFICATIONS

C-1 through C-3

EXHIBIT D

ADDITIONAL PROVISIONS

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

**Appendix
ATTACHMENT 4
CONTRACT COMPARISON FORM**

RFP NO. 21-004

**SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL, AND STORM
DRAIN FACILITY MAINTENANCE SERVICES**

Proposers shall complete this form and include it as part of the fee proposal. This form will be used for fee comparison purposes only.

LABOR RATES OF CONTRACTOR PERSONNEL:

Classification	Hourly Rates		
	Straight Time	Over-Time	Premium Time
Project Manager			
Supervisor			
Chemist/Industrial Hygienist			
Lead Technician			
Equipment Manager			
Technician			

All personnel shall have a minimum of 40 hours HAZ-WOPER training as specified by 29 CFR 1910-120.

NOTE:

Straight Time: Monday through Friday, from 7:00 am to 4:00 pm.

Overtime: Monday through Friday, before 7:00 am and after 4:00 pm, and all day Saturday.

Premium Time: Sundays, City Holidays and after 12 hours of work.

MAYOR
Vicente Sarmiento
MAYOR PRO TEM
David Penalzo
COUNCILMEMBERS
Phil Bacerra
Johnathan Ryan Hernandez
Jessie Lopez
Nelida Mendoza
Thai Viet Phan



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Daisy Gomez

CITY OF SANTA ANA

PUBLIC WORKS AGENCY

20 Civic Center Plaza • M-22
Santa Ana, California 92702
www.santa-ana.org
(714) 647-5074

March 15, 2021

ADDENDUM NO. 1

SUBJECT: RFP 21-004 SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL, AND STORM DRAIN FACILITY MAINTENANCE SERVICES

The following modifications have been made to Request for Proposals No. 21-004:

1. RFP 21-004 Cover Page Modification

- Addition of a pre-proposal meeting and changed key RFP dates

2. RFP 21-004 Page 6 Modifications

- Changed Section H to include description of the pre-proposal meeting, to be held at 1:00pm on Monday, March 22, 2021 at 20 Civic Center Plz, Santa Ana, CA 92701
- Addition of Addendum No. 1 Attachment 1 (pre-proposal meeting map)

3. RFP 21-004 Attachment 1 – Scope of Work Modifications

- Changed annual Agreement expenditure amount to not to exceed \$350,000 on Page A1-2
- Changed Section h on Page A1-5 to modify stormwater lift station operations, maintenance, and repair services description and include Addendum No. 1 Attachment 2 (lift stations operations and maintenance document)

4. RFP 21-004 Attachment 2 – Sample Agreement Modification

- Changed Section 2 annual Agreement expenditure amount to not to exceed \$350,000

ENCLOSURES: RFP 21-004 Cover Page
RFP 21-004 Page 6
Addendum No. 1 Attachment 1
RFP 21-004 Attachment 1 – Scope of Work
Addendum No. 1 Attachment 2
RFP 21-004 Attachment 2 – Sample Agreement

SANTA ANA CITY COUNCIL

Vicente Sarmiento
Mayor
vsarmiento@santa-ana.org

David Penalzo
Mayor Pro Tem, Ward 2
dpenalzo@santa-ana.org

Thai Viet Phan
Ward 1
tphan@santa-ana.org

Jessie Lopez
Ward 3
jessielopez@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Johnathan Ryan Hernandez
Ward 5
jryanhernandez@santa-ana.org

Nelida Mendoza
Ward 6
nmendoza@santa-ana.org

ALL OTHER ITEMS REMAIN
FOR THE CITY OF SANTA ANA



Nabil Saba, PE
Executive Director
Public Works Agency

SANTA ANA CITY COUNCIL

Vicente Sarmiento
Mayor
vsarmiento@santa-ana.org

David Penaloza
Mayor Pro Tem, Ward 2
dpenaloza@santa-ana.org

Thai Viet Phan
Ward 1
tphan@santa-ana.org

Jessie Lopez
Ward 3
jessielopez@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Johnathan Ryan Hernandez
Ward 5
jryanhernandez@santa-ana.org

Nelida Mendoza
Ward 6
nmendoza@santa-ana.org

REQUEST FOR PROPOSALS (RFP)
FOR
SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL, AND
STORM DRAIN FACILITY MAINTENANCE SERVICES

RFP NO.: 21-004



CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plz (M-22)
Santa Ana, CA 92701

Project Manager
Craig Foster, CPSWQ, QSD/P
NPDES Manager
(714) 647-5659
cfoster@santa-ana.org

Approved for Release:

Nabil Saba, PE
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date:	Thursday March 4, 2021
Letter of Intent:	Thursday March 11, 2021
Pre-Proposal Meeting	Monday March 22, 2021 at 1:00pm
Deadline for Requests for Information:	Thursday March 25, 2021
Proposal Due Date:	April 1, 2021 at 4:00 p.m.
Anticipated Award Date:	Tuesday June 15, 2021



ADDENDUM NO. 1

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made only in writing in the Q&A section located in PlanetBids prior to the deadline for Requests for Information outlined on the cover page of this RFP. No verbal requests will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA

Any significant changes in the RFP from the date of release to the date of submittal will result in an addendum or amendment. As set forth in the Notice Inviting Proposals, notification of such addendum or amendment shall be posted on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Addenda shall become part of the agreement documents.

E. LICENSES & PERMITS

The selected proposers shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City's project manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposers will be responsible for obtaining any licenses/permits required by the Scope of Work.

F. INSURANCE

The Selected Proposers shall provide the required evidence of insurance coverage as set forth in the Scope of Work within ten (10) business days after receipt of notice that the contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty. The City will provide the Selected Proposers with a "New Vendor Checklist", which outlines insurance requirements.

G. PAYMENT INFORMATION PACKET

The selected proposers shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded.

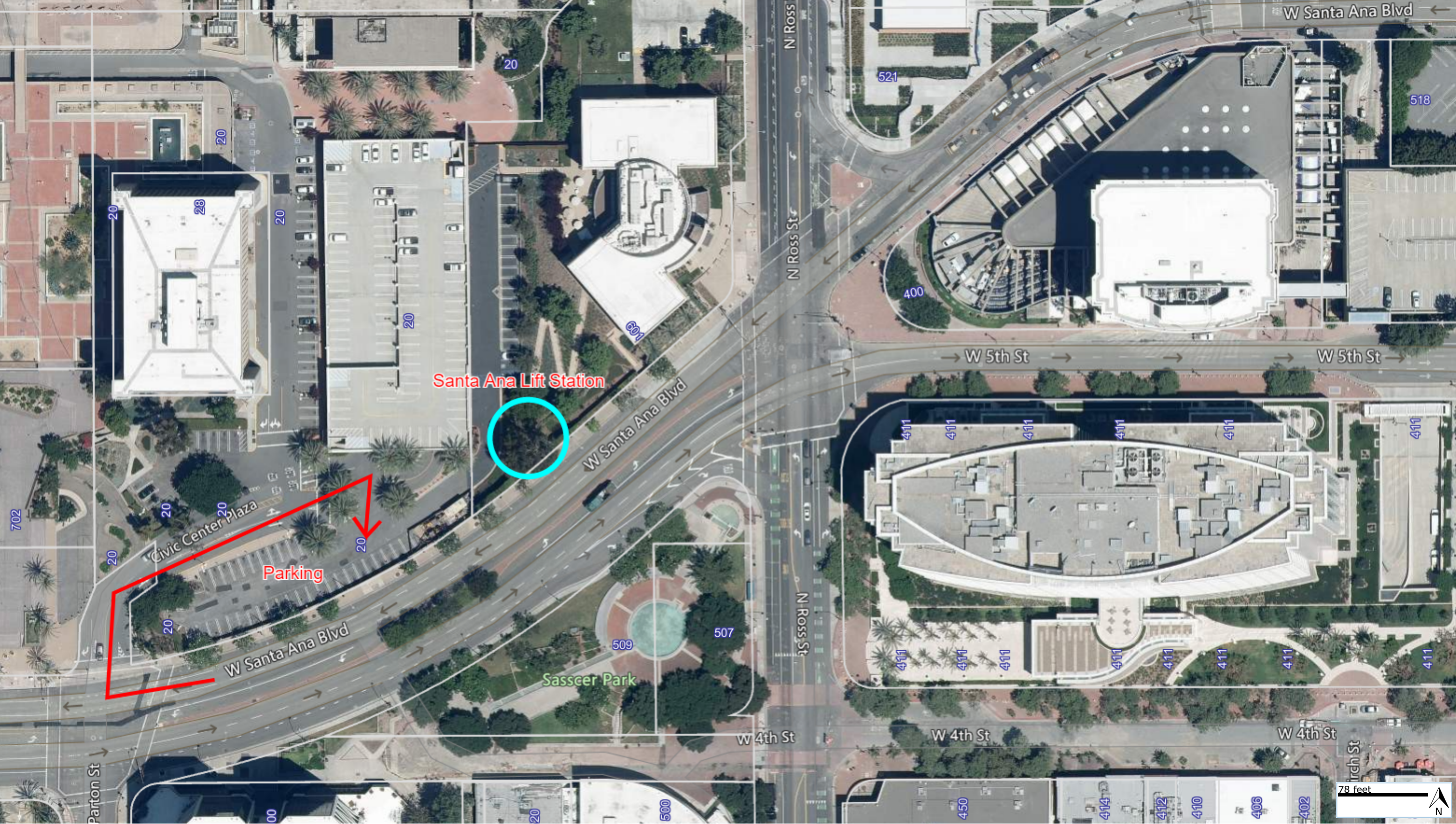
H. PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled at **1:00pm on Monday, March 22, 2021 at 20 Civic Center Plz, Santa Ana, CA 92701**. Proposers will be required to pay any parking fees. The purpose of the meeting is to introduce proposers to the City's three stormwater lift stations (Civic Center (2) and First Street). The meeting will start at the Civic Center lift stations and then proceed to the First Street lift station. On-call operations and maintenance services for these lift stations are included as part of the scope of work under this RFP. It is therefore highly recommended



ADDENDUM NO. 1

that the Proposer's key team members and electricians attend this meeting. A pre-proposal meeting map is included as Attachment 1 to this Addendum.



Pre-Proposal Meeting Map
3/22/2021 at 1:00pm

- Location
 - Dimensions
 - Asset identification number
 - Trash capture device type and condition
 - Damage (face plate, protection bar, manhole, interior, inlet/outlet pipes)
 - Obstructions or vegetation growing
 - Condition of “No Dumping” stencil
 - Volume of trash, debris, and sediment removed during cleaning
 - Inlet/outlet pipe diameter and material
- f. Stencil “No Dumping Drains to Ocean” on the top of catch basin inlets.
- g. Install and/or repair trash capture devices in Municipal catch basins, including but not limited to:
- Connector Pipe Screen (CPS) units
 - Auto-Retractable Screen (ARS) units
 - Other devices listed on the State Water Resources Control Board Certified Full Capture List of Trash Treatment Control Devices:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/trash_implementation/certified_fcsdevicelist_16Feb2021.pdf
- h. Provide on-call operations, maintenance, and repair services for the City’s First Street stormwater lift station (1) and Civic Center stormwater lift stations (2), including but not limited to:
- Conducting routine and pre-storm inspections to verify all lift stations are functioning properly and ready to pump stormwater
 - Monitoring weather forecasts and performing inspections during rain events to verify all lift stations are operational and there is no flooding in areas served by the lift stations
 - Routine exercising of all lift station pumps
 - Routine testing of all lift station alarms
 - Notifying the City of any lift station issues within 1-day of discovery
 - Providing written inspection reports and photos for all lift station inspections
 - Vacuum cleaning lift station wet-wells, stormdrain lines, and catch basin inlets to remove all trash, debris, and solids as-needed
 - Monitoring SCADA systems and responding to alerts or errors as-needed
 - Contractors will have access to lift station SCADA systems via mobile device hot-spots
 - Responding to and resolving urgent issues with the lift stations 24-hours a

day, 7-days a week

- Conducting electrical and mechanical repairs or troubleshooting as-needed

Contractors are required to have an electrician on their team or as a subcontractor to provide lift station services.

Lift stations operations and maintenance documents are included as Attachment 2 to this Addendum.

The City will provide basic training and additional documentation to the selected proposers on stormwater lift station operations.

Contractors shall respond to lift station issues within 1-hour of initial request or notification.

The Civic Center lift stations (2) are managed by Parks, Recreation, and Community Services Agency staff. The First Street lift station (1) is managed by Public Works Agency staff. The selected proposers shall provide separate invoicing for work at each lift station.

- Pervious Pavement
- Drywells
- Proprietary Biotreatment Devices
- Underground Infiltration Systems

The City desires to retain two Contractors to perform spill response, hazardous waste disposal, and stormdrain facility maintenance services to assist with NPDES Permit compliance and maintain water quality standards. Professional services Agreements will be entered into with the selected Contractors and the selected Contractors will be requested to perform these services on an as-needed basis under the direction of the Public Works Agency. All work shall be done in accordance with the most recently adopted North Orange County MS4 Permit and any other applicable local, state, and federal laws.

The selected Contractors shall utilize in-house staff and/or subcontractors to complete assignments to meet the City's standards. For specialized work, for which the selected Contractors require a subcontractor, the selected Contractors shall serve as an administrative liaison between the City and the subcontractors.

Mark-ups for subcontractor work shall not exceed ten percent (10%).

The selected Contractors must have the expertise, experience, and demonstrated resources available to perform the work described in the Scope of Services below. The City desires to enter into Agreements with the two top-ranking Contractors for an initial three (3)-year term, with a City option to exercise one (1), two (2)-year extension period. The annual amount to be expended under each Agreement shall not exceed three hundred and fifty thousand dollars (\$350,000). Actual expenditures each year will vary at the City's discretion and will be dependent on funding availability. The City does not guarantee minimum annual expenditures under these Agreements.

A. SCOPE OF SERVICES

Work under this Agreement may include, but is not limited to, the following tasks below:

1) Spill Response

Contractors shall be capable of performing the following tasks:

- a. Deploy all necessary personnel, equipment, and materials to respond to and recover pollutant discharges from the public right-of-way and City stormdrain system.

Discharges may consist of, but are not limited to: hydrocarbons, inorganic compounds, organic compounds, volatile compounds, biowaste, hazardous materials/waste, sewage, wastewater, sediment, and trash/debris.

Contractors shall respond to spills within 1-hour of initial request.



ADDENDUM NO. 1
ATTACHMENT 2

CITY OF SANTA ANA
STORMWATER LIFT STATIONS

SANTA ANA LIFT STATION:

The Santa Ana lift station has the following equipment;

1. One number vertical turbine pump including 60 hp motor, oil lubricated vertical shaft bearings and lubricated oil tank.
2. Two numbers submersible 20 hp pump and motor.
3. One number electronic level sensor.
4. One number ultrasound level sensor.
5. One 60 hp Variable Frequency Drive.
6. Two 20 hp Variable Frequency Drive.
7. One 800 Amp. Transfer Switch.
8. One 800 Amp. Panel Board.
9. One 25KVA 480 to 240/120 Transformer.
10. One Control Panel including Modicon M340 CPU, Digital input module, Digital output module, Analog input, Analog output, HMI and Power backup package.
11. Three numbers check valves and one number gate valve.
12. One half hp sump pump.
13. One exhaust fan controlled by the controller.
14. SCADA system including dedicated computer and software.

For more detail please refer to attached drawings.

Operation:

The pumps are set to be called as follow;

1. The two 20hp pumps are working as lead and lag, the 60hp pump is the backup pump.
2. Once the level gets to 45" the lead pump shall be called at the hi speed and once the level gets to 43" the pump shall run on the required speed for keeping the level at 43", the minimum speed set such as the pump shall pump at the minimum allowable flow and the pump shall stop at 30" level.
3. The lag pump shall be called at the following conditions;
 1. The lead pump called but not running.
 2. The level gets to 50".



ADDENDUM NO. 1

ATTACHMENT 2

4. The lag pump shall be stopped once the level reach to 40”.
5. The Backup Pump (Pump1, 60hp) shall start once the level is 50”.
6. The Backup Pump shall stop once the level is at 30”.

Required Maintenance:

1. Checking the level of the solids at main manhole and wet well after each rain or monthly.
2. Checking, cleaning and calibrating the level sensor after each solid removal or as needed.
3. Checking the oil level at the pump 1 tank weekly and after each rain.
4. Checking the check valves operation every 3 months and each rain.
5. Checking the performance of the pump. The historian at HMI and SCADA program shall provide required information.
6. Checking mechanical seal for pump 2 and 3, the HMI and SCADA shall provide the required information.
7. Controlling the exhaust fan performance.
8. Exercising transfer switch every year.
9. Dusting and cleaning panels as required.
10. Lubricating the motor’s bearing for pump 1, every year.
11. Checking the PLC program and performance every year.
12. Checking and changing the backup batteries at UPS and PLC. As needed.
13. Checking the communication of the station with SCADA system.

FLOWER STATION:

The Flower station is very similar to the Santa Ana station with the following changes:

1. No Vertical turbine pumps.
2. Manual transfer switch is 200 Amp.



ADDENDUM NO. 1 ATTACHMENT 2

2. Panel Board is 200 Amp.
3. There are two 15 hp VFDs.
4. The submersible pumps are 15hp.
5. Please refer to the Flower Station drawing.

Maintenance shall be the same as the Santa Ana Station.

FIRST STREET LIFT STATION:

The First Street Lift station is similar to the Flower Lift station with the following changes:

1. The submersible pumps are 15hp.
2. The power is 240V, 3ph, 3-wire.

Maintenance shall be the same as the Santa Ana Station.

NOTICE AND WARNING:

1. Only qualified technicians which are familiar with pumps and electrical can perform the work.
2. For safety and warning notices please refer to each equipment's Operating and Maintenance Manuals.
3. Do not enter the facility without proper safety gears and backup personnel.

**Appendix
ATTACHMENT 2
SAMPLE AGREEMENT**

**CONSULTANT AGREEMENT
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between _____ (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On _____, 2021, the City issued Request for Proposal No. 21-004, by which it sought a consultant to provide spill response, hazardous waste disposal, and storm drain facility maintenance services.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 21-004 and addendum thereto.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work that was included in RFP No. 21-004, including addendum thereto, and as more specifically delineated in Consultant’s proposal, which is attached as **Exhibit A – Scope of Services** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in **Exhibit B – Fee Schedule**. The total annual sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$350,000.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

August 8th, 2023

City of Montebello
Attn: Mr. James Coiner
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Piggybacking City of Santa Ana Contract # A-2021-097-01

Dear Mr. Coiner:

My name is Justin Lee and I am the President of Ocean Blue Environmental Services, Inc.. Please use this letter as my authorizing the City of Montebello to piggyback the City of Santa Ana Contract # A-2021-097-01. Should you have any questions, please call my cell phone at 310.357.7800.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Lee", with a stylized flourish at the end.

Justin Lee
President
562.624.4120

**AGREEMENT TO PROVIDE SPILL RESPONSE, HAZARDOUS WASTE
DISPOSAL, AND STORM DRAIN FACILITY MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 15th day of June, 2021 by and between Ocean Blue Environmental Services, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On March 4, 2021, the City issued Request for Proposal No. 21-004, by which it sought qualified consultants to provide spill response, hazardous waste disposal, and storm drain facility maintenance services for the City's Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 21-004.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services described in the scope of work that was included in RFP No. 21-004, which is attached as Exhibit A, and as more specifically delineated in Consultant's proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services provided under RFP No. 21-004, the rates and charges identified in Exhibit C. The total annual amount to be expended under this Agreement shall not exceed \$350,000 during the term of this Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on June 14, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one 2-year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subconsultants, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by Consultant, without thirty (30) days prior written notice to the City.
 - (iv) Consultant shall supply City with a fully executed additional insured endorsement.

- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to

the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: Ocean Blue Environmental Services, Inc.
Attn: Chris Anguiano
925 West Esther St
Long Beach, CA 90813
Fax: (562) 624-4127

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:


DAISY GOMEZ
Clerk of the Council

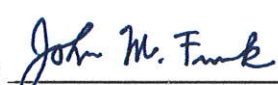


CITY OF SANTA ANA


KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: 
John M. Funk
Sr. Assistant City Attorney


Name: JUSTIN LEE
Title: GENERAL MANAGER

RECOMMENDED FOR APPROVAL


NABIL SABA, PE
Executive Director
Public Works Agency

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS**

**SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL, AND
STORM DRAIN FACILITY MAINTENANCE SERVICES**

RFP NO. 21-004

INTRODUCTION/BACKGROUND

The City of Santa Ana is 27.2 square miles and is located in central Orange County, California. Santa Ana is the most densely populated city in the county, with a total population of 338,247 and approximately 12,435 people per square mile. Santa Ana sits within three major watersheds: the Newport Bay watershed, the Santa Ana River watershed, and the Anaheim Bay/Huntington Harbour watershed.

The City of Santa Ana is a co-permittee under the North Orange County Municipal Separate Storm Sewer System (MS4) Permit (Order No. R8-2009-0030, as amended by Order No. R8-2010-0062). The Permit presents a series of technical, legal, and regulatory challenges to the City and as a result, the City has established a rigorous National Pollutant Discharge Elimination System (NPDES) compliance program.

The Permit requires the City to reduce pollutants discharged in urban runoff to the “Maximum Extent Practicable”. In order to comply with the Permit, the City is required to clean and maintain its MS4 and treatment control Best Management Practices (BMPs), respond to and eliminate illegal discharges and illicit connections, and conduct cleanup of pollutants that could potentially impact the MS4.

The City’s stormdrain system includes, but is not limited to:

- 1,600 stormwater catch basins, of which 1,275 have been retrofitted with Connector Pipe Screen (CPS) units and 139 have been retrofitted with Auto-Retractable Screens (ARS)
- 215 culverts
- 20 open channels
- One stormwater lift station
- Treatment control BMPs, such as:
 - Continuous Deflective Separation (CDS) Unit
 - Bioretention Basins
 - Bioswales/Vegetated Swales

- Pervious Pavement
- Drywells
- Proprietary Biotreatment Devices
- Underground Infiltration Systems

The City desires to retain two Contractors to perform spill response, hazardous waste disposal, and stormdrain facility maintenance services to assist with NPDES Permit compliance and maintain water quality standards. Professional services Agreements will be entered into with the selected Contractors and the selected Contractors will be requested to perform these services on an as-needed basis under the direction of the Public Works Agency. All work shall be done in accordance with the most recently adopted North Orange County MS4 Permit and any other applicable local, state, and federal laws.

The selected Contractors shall utilize in-house staff and/or subcontractors to complete assignments to meet the City's standards. For specialized work, for which the selected Contractors require a subcontractor, the selected Contractors shall serve as an administrative liaison between the City and the subcontractors.

Mark-ups for subcontractor work shall not exceed ten percent (10%).

The selected Contractors must have the expertise, experience, and demonstrated resources available to perform the work described in the Scope of Services below. The City desires to enter into Agreements with the two top-ranking Contractors for an initial three (3)-year term, with a City option to exercise one (1), two (2)-year extension period. The annual amount to be expended under each Agreement shall not exceed three hundred and fifty thousand dollars (\$350,000). Actual expenditures each year will vary at the City's discretion and will be dependent on funding availability. The City does not guarantee minimum annual expenditures under these Agreements.

A. SCOPE OF SERVICES

Work under this Agreement may include, but is not limited to, the following tasks below:

1) Spill Response

Contractors shall be capable of performing the following tasks:

- a. Deploy all necessary personnel, equipment, and materials to respond to and recover pollutant discharges from the public right-of-way and City stormdrain system.

Discharges may consist of, but are not limited to: hydrocarbons, inorganic compounds, organic compounds, volatile compounds, biowaste, hazardous materials/waste, sewage, wastewater, sediment, and trash/debris.

Contractors shall respond to spills within 1-hour of initial request.

- b. Deploy containment at various points along the projected travel path of the discharge to protect nearby stormdrain facilities from contamination. The City will provide a description of the site and discharge to the best of their ability during the initial request.
- c. Set-up traffic control per WATCH handbook or at the direction of City staff to safely perform spill response services.
- d. Conduct confined space entry and video camera inspection of stormdrain facilities.
- e. Perform pressure washing of the contaminated area, including stormdrain facilities, to the satisfaction of the City. All wastewater generated as a result of pressure washing activities shall be recovered and not allowed to discharge into the City's stormdrain system.
- f. Take discharge samples for laboratory analysis and provide results to the City.
- g. Manifest the waste lawfully and efficiently to the satisfaction of the California Department of Toxic Substances Control (DTSC), the United States Department of Transportation, the Environmental Protection Agency, the EPA-permitted disposal facilities receiving the waste, and any other relevant regulatory agencies.
- h. Provide storage, transport, and proper legal disposal of the recovered discharge.
- i. Provide an incident report with before and after pictures within 1-week of performing spill response services.
- j. Any other work required to safely, effectively, and lawfully perform spill response services.

2) **Hazardous Waste Disposal**

Contractors shall be capable of performing the following tasks:

- a. Perform routine pickups and removal of hazardous waste from the public right-of-way and City Yard (215 S Center St).

Types of hazardous waste may include, but are not limited to: hydrocarbons, inorganic compounds, organic compounds, volatile compounds, pesticides, biowaste, medical waste, e-waste, wastewater, batteries, soiled clothing, propane and gasoline tanks, and trash/debris.

- b. Document location, type of hazardous waste removed, and send photos to City staff.
- c. Provide storage, transport, and proper legal disposal of recovered hazardous waste.

- d. Manifest the waste lawfully and efficiently to the satisfaction of the California Department of Toxic Substances Control (DTSC), the United States Department of Transportation, the Environmental Protection Agency, the EPA-permitted disposal facilities receiving the waste, and any other relevant regulatory agencies.
- e. Any other work required to safely, effectively, and lawfully perform hazardous waste disposal services.

3) Stormdrain Facility Maintenance and Cleaning

Contractors shall be capable of performing the following tasks:

- a. Deploy all necessary personnel, equipment, and materials to thoroughly clean and remove all trash/debris, vegetation, sediment, and encampments from the City's stormdrain system.

Contractors shall have proper equipment and training to perform confined space entry and have access to and be capable of operating a vacuum truck and hydro-jetter to perform stormdrain facility maintenance and cleaning services.

- b. Perform thorough inspection and cleaning of all Municipal catch basins throughout the City, including all trash capture device screens installed within Municipal catch basins.
- c. Perform thorough inspection and cleaning of all culverts and open channels throughout the City.
- d. Perform thorough inspection and cleaning of all treatment control BMPs throughout the City.

Contractors shall be familiar with the proper operations and maintenance of various treatment control BMPs including, but not limited to:

- Continuous Deflective Separation (CDS) Unit
 - Bioretention Basins
 - Bioswales/Vegetated Swales
 - Pervious Pavement
 - Drywells
 - Proprietary Biotreatment Devices
 - Underground Infiltration Systems
 - Infiltration Basins/Trenches
- e. Report stormdrain infrastructure data to the City when conducting inspections and/or cleaning, including but not limited to:
 - Date of inspection/cleaning

- Location
 - Dimensions
 - Asset identification number
 - Trash capture device type and condition
 - Damage (face plate, protection bar, manhole, interior, inlet/outlet pipes)
 - Obstructions or vegetation growing
 - Condition of “No Dumping” stencil
 - Volume of trash, debris, and sediment removed during cleaning
 - Inlet/outlet pipe diameter and material
- f. Stencil “No Dumping Drains to Ocean” on the top of catch basin inlets.
- g. Install and/or repair trash capture devices in Municipal catch basins, including but not limited to:
- Connector Pipe Screen (CPS) units
 - Auto-Retractable Screen (ARS) units
 - Other devices listed on the State Water Resources Control Board Certified Full Capture List of Trash Treatment Control Devices:
- https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/trash_implementation/certified_fcsdevicelist_16Feb2021.pdf
- h. Provide on-call operations, maintenance, and repair services for the City’s First Street stormwater lift station (1) and Civic Center stormwater lift stations (2), including but not limited to:
- Conducting routine and pre-storm inspections to verify all lift stations are functioning properly and ready to pump stormwater
 - Monitoring weather forecasts and performing inspections during rain events to verify all lift stations are operational and there is no flooding in areas served by the lift stations
 - Routine exercising of all lift station pumps
 - Routine testing of all lift station alarms
 - Notifying the City of any lift station issues within 1-day of discovery
 - Providing written inspection reports and photos for all lift station inspections
 - Vacuum cleaning lift station wet-wells, stormdrain lines, and catch basin inlets to remove all trash, debris, and solids as-needed
 - Monitoring SCADA systems and responding to alerts or errors as-needed
 - Contractors will have access to lift station SCADA systems via mobile device hot-spots
 - Responding to and resolving urgent issues with the lift stations 24-hours a

- day, 7-days a week
- Conducting electrical and mechanical repairs or troubleshooting as-needed

Contractors are required to have an electrician on their team or as a subcontractor to provide lift station services.

Lift stations operations and maintenance documents are included as Attachment 2 to this Addendum.

The City will provide basic training and additional documentation to the selected proposers on stormwater lift station operations.

Contractors shall respond to lift station issues within 1-hour of initial request or notification.

The Civic Center lift stations (2) are managed by Parks, Recreation, and Community Services Agency staff. The First Street lift station (1) is managed by Public Works Agency staff. The selected proposers shall provide separate invoicing for work at each lift station.

- i. Procure and install metal gates within or at the outlet of stormdrain facilities. At a minimum, metal gates shall:
 - Prohibit access by the public into stormdrain facilities
 - Have a tamper-proof locking mechanism for dry-weather conditions
 - Be capable of opening freely during storm conditions or debris blockage
 - Be made of material strong enough to withstand potential vandalism

The City will provide metal gate design detail for contractors to procure and install.

- j. Any other work required to safely, effectively, and lawfully perform stormdrain facility maintenance and cleaning services.

4) Flood Control Assistance

Contractors shall be capable of performing the following tasks:

- a. Mobilize to flooded areas and/or historic problem areas under the direction of the City.

Contractors shall respond to flooding within 1-hour of initial request.

- b. Deploy all necessary personnel, equipment, and materials to assist with flood control and flooding complaints. The equipment deployed must have the ability to remove excess water from the public right-of-way and dislodge materials blocking storm flows.

- c. Open ARS units and stormdrain manhole covers to facilitate faster drainage of flooded areas.
- d. Remove all trash/debris, sediment, and vegetation from ARS units and stormdrain facilities to facilitate faster drainage of flooded areas.
- e. Provide asset ID number and photos of flooded stormdrain facilities that were responded to within 7-days of the City's request.
- f. Any other work required to safely, effectively, and lawfully perform flood control assistance services.

B. OTHER REQUIREMENTS

Contractors must download and use the City's new asset management program (**Cityworks**) to complete work orders and service requests pertaining to this Scope of Work. City staff will provide basic Cityworks training to contractors and contractors shall have tablets and/or mobile phones to use Cityworks in the field when completing all service requests and work orders, unless otherwise stated by the City.

Contractors shall adhere to all requirements of the City's MS4 NPDES Permit while performing services under this contract. Contractors shall immediately notify the City should they become aware of any activities or events that may be deemed non-compliant.

C. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to the completion of the tasks outlined in this RFP. In general, this includes, but is not limited to:

- Furnish scope of work and provide general direction as-needed to complete tasks
- Furnish documents, data, maps, or other information relevant to the Scope of Services
- Provide access to stormdrain facilities
- Facilitate meeting space and coordination at City facilities

D. PREVAILING WAGES

These Agreements are subject to compliance, monitoring and enforcement by the State of California Department of Industrial Relations. Contractors are required to inform themselves fully of the conditions relating to labor under which the work will be performed. In accordance with the California State Labor Code, prevailing wage rates apply per the following link:

<http://www.dir.ca.gov/public-works/publicworks.html>

Contractors shall provide certified payroll to the City upon invoicing. The City may not

process invoices for payment until receipt of certified payroll.

E. LICENSE REQUIREMENTS

The selected Contractors shall at a minimum have a valid Class A General Engineering Contractors' License. The Contractors shall list and provide all required City, County, State and Federal ID Numbers/Licenses/Permits related to this Contract, including but not limited to:

- EPA Identification Number
- EPA Acknowledgement of Notification of Hazardous Waste Activity
- Hazardous Material Transportation License
- Hazardous Substances Removal & Remedial Actions Certification
- California Contractors State License with "HAZ" Designation
- California DMV License with "H" Designation

F. SPECIAL REQUIREMENTS

ADDITIONAL WORK

Upon request by the City, Contractors shall submit supplemental proposals for Additional Work not included in the Scope of Services of this Agreement. Contractors must obtain written approval prior to commencing any Additional Work.

FEE PROPOSAL:

Fee proposals shall be submitted as a separate attachment in PlanetBids and shall be structured as follows:

The fee proposal shall include a list of all positions, hourly rates, equipment and material costs, and any other costs required to perform the services described in this RFP. At the request of the City, Contractors shall provide a more detailed fee proposal when a specific project proposal is requested of the Contractors.

As part of the fee proposal, Contractors shall complete a CONTRACT COMPARISON FORM, attached as **Appendix Attachment 4**, and include it in the fee proposal attachment in PlanetBids. It is expressly emphasized that this CONTRACT COMPARISON FORM is not a bid. It is used for cost-comparison purposes only.

The City does not guarantee the quantity of work to be performed by the selected Contractors. Contractors shall be paid for the actual services provided according to the proposed hourly rates and unit costs.

OTHER TERMS AND CONDITIONS:

1. All work shall be implemented in compliance with City of Santa Ana policies, as well as Prevailing Wage law and applicable State and Federal Requirements.
2. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
3. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and fee proposals.
4. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
5. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting Contractors must have established affirmative action programs approvable by the City. During the RFP stage, all Contractors will need to complete a “Certification of Non-Discrimination by Contractors” for each firm on their team.



ADDENDUM NO. 1
ATTACHMENT 2

CITY OF SANTA ANA
STORMWATER LIFT STATIONS

SANTA ANA LIFT STATION:

The Santa Ana lift station has the following equipment;

1. One number vertical turbine pump including 60 hp motor, oil lubricated vertical shaft bearings and lubricated oil tank.
2. Two numbers submersible 20 hp pump and motor.
3. One number electronic level sensor.
4. One number ultrasound level sensor.
5. One 60 hp Variable Frequency Drive.
6. Two 20 hp Variable Frequency Drive.
7. One 800 Amp. Transfer Switch.
8. One 800 Amp. Panel Board.
9. One 25KVA 480 to 240/120 Transformer.
10. One Control Panel including Modicon M340 CPU, Digital input module, Digital output module, Analog input, Analog output, HMI and Power backup package.
11. Three numbers check valves and one number gate valve.
12. One half hp sump pump.
13. One exhaust fan controlled by the controller.
14. SCADA system including dedicated computer and software.

For more detail please refer to attached drawings.

Operation:

The pumps are set to be called as follow;

1. The two 20hp pumps are working as lead and lag, the 60hp pump is the backup pump.
2. Once the level gets to 45" the lead pump shall be called at the hi speed and once the level gets to 43" the pump shall run on the required speed for keeping the level at 43", the minimum speed set such as the pump shall pump at the minimum allowable flow and the pump shall stop at 30" level.
3. The lag pump shall be called at the following conditions;
 1. The lead pump called but not running.
 2. The level gets to 50".



ADDENDUM NO. 1 ATTACHMENT 2

4. The lag pump shall be stopped once the level reach to 40”.
5. The Backup Pump (Pump1, 60hp) shall start once the level is 50”.
6. The Backup Pump shall stop once the level is at 30”.

Required Maintenance:

1. Checking the level of the solids at main manhole and wet well after each rain or monthly.
2. Checking, cleaning and calibrating the level sensor after each solid removal or as needed.
3. Checking the oil level at the pump 1 tank weekly and after each rain.
4. Checking the check valves operation every 3 months and each rain.
5. Checking the performance of the pump. The historian at HMI and SCADA program shall provide required information.
6. Checking mechanical seal for pump 2 and 3, the HMI and SCADA shall provide the required information.
7. Controlling the exhaust fan performance.
8. Exercising transfer switch every year.
9. Dusting and cleaning panels as required.
10. Lubricating the motor’s bearing for pump 1, every year.
11. Checking the PLC program and performance every year.
12. Checking and changing the backup batteries at UPS and PLC. As needed.
13. Checking the communication of the station with SCADA system.

FLOWER STATION:

The Flower station is very similar to the Santa Ana station with the following changes:

1. No Vertical turbine pumps.
2. Manual transfer switch is 200 Amp.



ADDENDUM NO. 1 ATTACHMENT 2

2. Panel Board is 200 Amp.
3. There are two 15 hp VFDs.
4. The submersible pumps are 15hp.
5. Please refer to the Flower Station drawing.

Maintenance shall be the same as the Santa Ana Station.

FIRST STREET LIFT STATION:

The First Street Lift station is similar to the Flower Lift station with the following changes:

1. The submersible pumps are 15hp.
2. The power is 240V, 3ph, 3-wire.

Maintenance shall be the same as the Santa Ana Station.

NOTICE AND WARNING:

1. Only qualified technicians which are familiar with pumps and electrical can perform the work.
2. For safety and warning notices please refer to each equipment's Operating and Maintenance Manuals.
3. Do not enter the facility without proper safety gears and backup personnel.



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

Sealed Proposal for City of Santa Ana:

**SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL AND
STORM DRAIN FACILITY MAINTENANCE SERVICES:
RFP NO.: 21-004 IN THE CITY OF SANTA ANA.**



DO NOT OPEN WITH REGULAR MAIL

City of Santa Ana
Attn.: Craig Foster
Public Works Agency M-36
20 Civic Center Plaza
3rd Floor Reception, Ross Annex
Santa Ana, CA 92701

Due Date: April 1, 2021 @ 4:00 pm



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

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TAB 1



March 25th, 2021

City of Santa Ana
Attn: Mr. Craig Foster
20 Civic Center Plaza (M-22)
Santa Ana, CA 92701

Subject: Spill Response, Hazardous Waste Disposal, and Storm Drain Facility Maintenance Services



Ocean Blue Environmental Services, Inc. (Ocean Blue) is pleased to submit our proposal. As your current Hazmat & Stormwater contractor, we will continue providing the personnel, equipment and resources to successfully fulfill your scope of work. We are aware of your high expectations for Ocean Blue, and we hope to deliver if awarded another term. Along with Santa Ana, Ocean Blue also services many nearby municipalities, all of whom are available as a reference upon request.



On behalf of Ocean Blue, Chris Anguiano will be the single point of contact in all regards to this contract. Mr. Anguiano can be reached via any of the following ways:

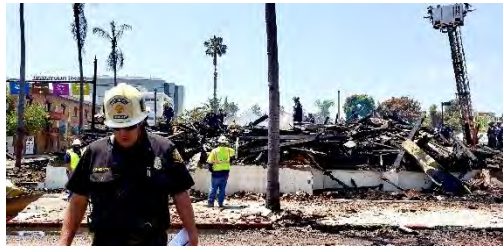
Chris Anguiano – Project Manager
O: 562.624.4120 | C: 562.235.7472
canguiano@ocean-blue.com



Ocean Blue was founded in Long Beach in 1994, and opened a satellite office in San Diego in 1998. Ocean Blue emphasizes storm water management & environmental emergency response to primarily serve municipalities and ports. Some of our contract clientele include:



<i>Orange County Public Works</i>	2012-Present
<i>L.A. County Department of Public Works</i>	1995-Present
<i>John Wayne Airport</i>	2009-Present
<i>Los Angeles World Airport</i>	2015-Present
<i>Cal Trans</i>	1995-Present
<i>City of Santa Ana</i>	2009-Present
<i>City of Irvine</i>	2017-Present
<i>City of San Clemente</i>	2016-Present



<i>City of Huntington Beach</i>	2010-Present
<i>City of Garden Grove</i>	2000-Present
<i>City of Westminster</i>	2003-Present
<i>City of Villa Park</i>	2021-Present
<i>City of Hawaiian Gardens</i>	2019-Present
<i>City of Cerritos</i>	2008-Present
<i>City of Commerce</i>	2017-Present
<i>City of Inglewood</i>	2007-Present
<i>City of Lakewood</i>	2013-Present
<i>City of Long Beach</i>	1998-Present
<i>City of Redondo Beach</i>	2017-Present
<i>City of Pasadena</i>	2008-Present
<i>City of Perris</i>	2015-Present
<i>City of Downey</i>	2015-Present
<i>Port of Los Angeles</i>	1998-Present
<i>Port of Long Beach</i>	1998-Present
<i>Moulton Niguel Water District</i>	2018-Present
<i>Irvine Ranch Water District</i>	2004-Present

We look forward to your evaluation and working for the City of Santa Ana.
Please feel free to contact anyone of us with any questions or concerns.

Sincerely,

Maria Lee – Chief Executive Officer
Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach CA 90813
Office: 562.624.4120
www.ocean-blue.com



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

Contract Agreement Statement

Ocean Blue concurs to all the provisions in the City of Santa Ana Consultant Agreement. We maintain no exceptions and/or concerns regarding Attachment 2 of the Appendix.

Thank you,

A handwritten signature in black ink that reads "Chris Anguiano". The signature is written in a cursive, flowing style.

Chris Anguiano
Project Manager
Ocean Blue Environmental Services, Inc.



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

Firm & Team Experience

In 1994, Ocean Blue was founded & headquartered in Long Beach. We emphasize Stormwater services & Haz-Mat emergency response to primarily serve municipalities & ports. We are a California Corporation with no parent-company or subsidiaries. Our offices are located at:

Long Beach
925 W. Esther St.
Long Beach, CA 90813.

San Diego
3110 Hancock
San Diego, CA 92110

Manager/ Supervisors:	12	Manager/ Supervisors:	3
Office Staff:	6	Office Staff:	1
Technicians/Drivers/Operators:	<u>34</u>	Technicians/Drivers/Operators:	<u>10</u>
TOTAL LONG BEACH STAFF:	52	TOTAL SAN DIEGO STAFF:	14



Since 1994, we responded to 100% of our client's call outs: which include cleaning thousands of catch basins, maintaining thousands of miles of storm drain lines, installing hundreds of stormwater filters, and responding to 30,000+ spills within Southern California. As a 24/7 Stormwater-Hazmat company in such a regulated industry and never missing a spill, our track record speaks for itself. We held & renewed contracts with:

<i>Orange County Public Works – Hazmat ER & Waste Management</i>	2012-Present
<i>John Wayne Airport – Stormwater Services, Hazmat ER & Waste Management</i>	2009-Present
<i>City of Santa Ana – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2009-Present
<i>City of Irvine – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2017-Present
<i>City of San Clemente – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2016-Present



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

<i>City of Garden Grove - Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2000-Present
<i>City of Huntington Beach – Stormwater Services, Hazmat ER & Waste Management</i>	2017-Present
<i>Irvine Ranch Water District – Hazmat ER & Waste Management</i>	2004-Present
<i>Moulton Niguel Water District – Hazmat ER & Waste Management</i>	2018-Present
<i>L.A. Co. Department of Public Works – Emergency Spill Response</i>	1995-Present
<i>L.A. Co. Department of Public Works– Stormwater Services, Hazmat & Waste Mgmt</i>	1995-Present
<i>L.A. Co. Department of Beaches & Harbors– Hazmat & Waste Mgmt</i>	2015-Present
<i>Port of Los Angeles – Stormwater Services, Hazmat ER & Waste Management</i>	1998-Present
<i>Port of Long Beach – Stormwater Services, Hazmat ER & Waste Management</i>	1998-Present
<i>Van Nuys World Airport – Stormwater Services, Hazmat ER & Waste Management</i>	2017-Present
<i>US Coast Guard - Hazmat ER & Waste Management</i>	1996-Present
<i>Cal Trans – Stormwater Services, Hazmat ER</i>	1995-Present
<i>BNSF Railway – Hazmat ER & Waste Management</i>	2015-Present
<i>Alameda Corridor Transit Authority –Hazmat ER & Waste Management</i>	2017-Present
<i>City of Long Beach – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	1998-Present
<i>City of Cerritos – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2008-Present
<i>City of Signal Hill – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	1997-Present
<i>City of Lakewood – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2013-Present
<i>City of Carson – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	1998-Present
<i>City of Pasadena – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2008-Present
<i>City of Inglewood – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2007-Present
<i>City of Downey – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2015-Present
<i>City of Perris – Storm Water Management, Catch basin cleaning</i>	2015-Present
<i>City of El Segundo – Stormwater Services, Hazmat ER, Catch Basin cleaning & CPS installation</i>	2016-Present
<i>City of Camarillo – Catch Basin cleaning</i>	2016-Present
<i>City of Covina – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2018-Present
<i>City of Pico Rivera – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2018-Present
<i>City of Redondo Beach – Hazmat ER & Waste Management, Single Source</i>	2017-Present
<i>City of Thousand Oaks – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2018-Present
<i>City of Compton – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2017-Present
<i>City of Torrance – Stormwater Services, Hazmat ER & Waste Management, Single Source</i>	2015-Present

A full list of municipal & private clientele is available upon request.

Ocean Blue presents two managerial staff for this contract: their resumes can be found in the following pages. We will be using three subcontractors, all of whom are listed below.



Chris Anguiano – Project Manager (Primary Contact)

- Location: 925 West Esther St., Long Beach CA 90813
- Telephone: 562.235.7472
- Single point of contact, ensures high quality of work, cost & schedule control
- Chris Anguiano was chosen to manage this contract because he is very familiar with Santa Ana; having personally served the City for 10+ years. Mr. Anguiano is very skilled at organizing projects: managing everything from job walks, estimates, scheduling, responding to emergency calls and regulatory agency interface. Mr. Anguiano takes pride in the quality of his work which includes completing projects on-schedule & on-budget. Mr. Anguiano's goal is to respond to all of the City's needs.



Raul Sandoval – Supervisor (Secondary Contact)

- Location: 925 West Esther St., Long Beach CA 90813
- Telephone: 562.305.1895
- Mr. Sandoval is the Stormwater/Hazmat Supervisor for Ocean Blue. With more than 10 years of experience, Mr. Sandoval leads stormwater teams all over California. He has cleaned/inspected thousands of catch basins. He has installed thousands of connector pipe screens, many of which in Orange County. Mr. Sandoval also supervises other stormwater projects from illegal discharges, hydrodynamic separator maintenance, CCTV inspections, and stormwater filter media exchanges. He is also an emergency 1st responder with extensive experience operating heavy equipment.

Subcontractor 1 of 3

Multi W systems, Inc.
2615 Strozier Ave.
El Monte, CA 91733
Ph: 626.401.2627
info@multiwsystems.com

*30+ years of experience in
maintaining pump stations*

Subcontractor 2 of 3

Arnaz Engineering Contractors, Inc.
1035 N. Armando St. Suite X
Anaheim, CA 92806
Ph: 714.666.1765
arnazeng@aol.com

*25+ Years of experience in providing
technological services for water &
sewer applications*

Subcontractor 3 of 3

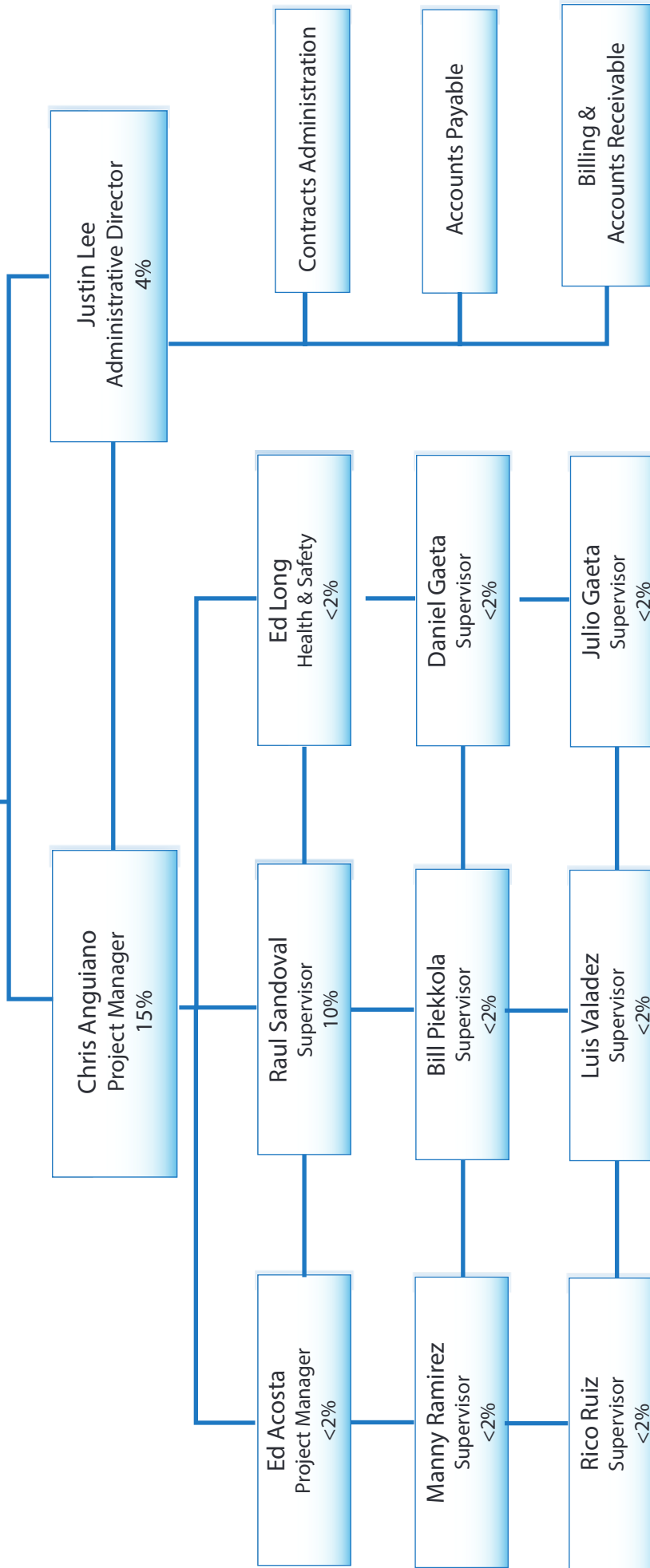
National Plant Services, Inc.
1461 Harbor Avenue
Long Beach, CA 90813
Ph: 562.436.7600
jeffg@nationaplant.com

*40+ Years of experience in providing
hydro-jetting & CCTV services &
sewer applications*

Organizational Chart for Santa Ana

% indicates percentage of time official will be dedicating to this contract.

Maria Lee
Chief Executive Officer
1%

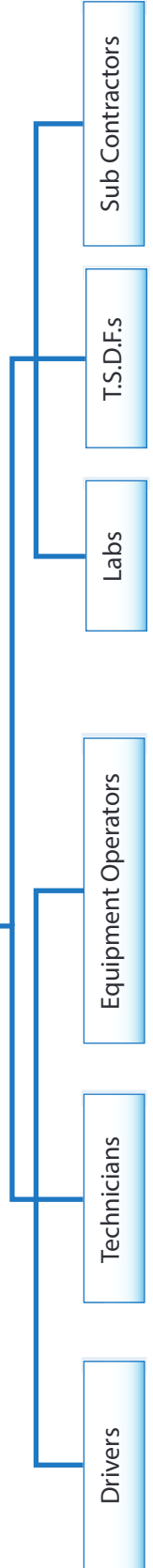



Approved:

02/17/21

Maria C. Lee, C.E.O.

Date





925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

	Years of Experience	Years with Ocean Blue	OSHA – 40 Hour	OSHA – 8 Hour	Bloodborne Pathogen	CPR / 1 ST -AID	Confined Space Entry	HAZMAT Endorsement
SUPERVISORS								
Acosta Edmund	36	26	✓	✓	✓	✓	✓	✓
Long Edward	41	26	✓	✓	✓	✓	✓	✓
Dare Ron	35	23	✓	✓	✓	✓	✓	✓
Ostrand Don	31	23	✓	✓	✓	✓	✓	✓
Ramirez Manny	26	3	✓	✓	✓	✓	✓	✓
Ruiz Rico	31	26	✓	✓	✓	✓	✓	✓
Valadez Luis	19	19	✓	✓	✓	✓	✓	✓
Gaeta Daniel	17	17	✓	✓	✓	✓	✓	✓
Piekkola Bill	16	16	✓	✓	✓	✓	✓	✓
Sherlock Tom	16	16	✓	✓	✓	✓	✓	✓
Anguiano Chris	13	7	✓	✓	✓	✓	✓	✓
Sandoval Raul	13	6	✓	✓	✓	✓	✓	✓
Jones Will	10	10	✓	✓	✓	✓	✓	✓
DRIVERS								
Pedrosa Jesse	31	26	✓	✓	✓	✓	✓	✓
Reyes Filemon	29	26	✓	✓	✓	✓	✓	✓
Gaines Patrick	31	9	✓	✓	✓	✓	✓	✓
Raines Jeremey	17	6	✓	✓	✓	✓	✓	✓
Lee Justin	9	9	✓	✓	✓	✓	✓	✓
OFFICE								
Fuller Rick	41	16						
Lee Maria	31	26	✓	✓				
Lee Moonho	31	26	✓	✓	✓	✓	✓	✓
Simmons Christine	22	22	✓	✓				
Gaeta Julio	18	18	✓	✓	✓	✓	✓	
Boren Brent	15	15						
Mejia Wendy	15	21						
Rios Alexis	9	3						
TECHNICIANS								
Barba Benjamin	32	27	✓	✓	✓	✓	✓	
Borrayo Jose	32	27	✓	✓	✓	✓	✓	
Carrasco Ismael	32	27	✓	✓	✓	✓	✓	✓
Martinez Archie	32	27	✓	✓	✓	✓	✓	
Valadez Eddy	32	27	✓	✓	✓	✓	✓	
Yanez Dennis	32	16	✓	✓	✓	✓	✓	
Jimenez Miguel	13	13	✓	✓	✓	✓	✓	
Martinez Ruben	13	12	✓	✓	✓	✓	✓	
Monge Henry	12	10	✓	✓	✓	✓	✓	
Valadez Omar	10	10	✓	✓	✓	✓	✓	
Acosta Dennis	10	10	✓	✓	✓	✓	✓	
Martinez Brandon	10	10	✓	✓	✓	✓	✓	
Jackson Joseph	9	9	✓	✓	✓	✓	✓	
Reyes Filiberto	8	8	✓	✓	✓	✓	✓	
Hernandez Ernesto	7	7	✓	✓	✓	✓	✓	
Castellanos Jesus	6	6	✓	✓	✓	✓	✓	
Garcia Jonathan	5	5	✓	✓	✓	✓	✓	
Velazquez Eduardo	5	5	✓	✓	✓	✓	✓	
Ochoa Eduardo	4	4	✓	✓	✓	✓	✓	
Ochoa Gerardo	4	4	✓	✓	✓	✓	✓	
Anguiano Christian	4	4	✓	✓	✓	✓	✓	
Martinez Archie Jr.	4	4	✓	✓	✓	✓	✓	
Rojas Victor	4	4	✓	✓	✓	✓	✓	
Valdez Ernesto	4	4	✓	✓	✓	✓	✓	
Ramirez Christofer	3	3	✓	✓	✓	✓	✓	
Gaeta Jose	3	3	✓	✓	✓	✓	✓	
Ventura Brian	2	2	✓	✓	✓	✓	✓	
Huddleston Justin	2	2	✓	✓	✓	✓	✓	
Ochoa Ruben	2	2	✓	✓	✓	✓	✓	
Serrano Vinci	2	2	✓	✓	✓	✓	✓	
Ramirez Roger	1	1	✓	✓	✓	✓	✓	
Cruz Andres	1	1	✓	✓	✓	✓	✓	
Alvarez Marco	1	1	✓	✓	✓	✓	✓	
Jimenez, Miguel Jr.	1	1	✓	✓	✓	✓	✓	

Training: this page illustrates only a sample selection but all Ocean Blue employees—at a minimum—have OSHA 40 Hour, OSHA 8 Hour, Bloodborne Pathogen, CPR / 1ST-Aid, and confined space entry. All above certifications are available upon request.



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Long Beach, CA 90813

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CHRIS ANGUIANO

Project Manager

Project Manager, Ocean Blue Environmental Services, Inc. (2014 - present)

Oversees various catch basin inspection/cleaning projects all over California. Storm drain hydrojetting to remove sediment/trash from lines. Maintenance of hydrodynamic separators. Maintenance of concrete/earth lined channels and v-ditches. Installation/repair of CPS/ARS units. Pump station maintenance, storm water stenciling, CCTV inspections, Contech filter maintenance/media-exchange. Emergency call-out for flooding & HAZMAT response. Installed large-scale storm water filtration device for the Port of Los Angeles. Oversees storm water projects for the City of Santa Ana, City of Perris, Los Angeles World Airports (LAX), Los Angeles County Department of Public Works, Port of Los Angeles, Port of Long Beach, City of Camarillo, and many others.

Supervisor, United Storm Water, Inc. (2008 - 2013)

First responder for on-site flooding & emergency HAZMAT. Operated Jetter/Vactor & Super sucker. Also supervised projects for Huntington Beach, Dana Point, Target, Metropolitan Water District, San Francisco Estuary Partnership Program, City of Fremont, City of Perris City of Union City, and Contra Costa County.

Noteworthy Projects:

Project Manager, Los Angeles World Airport, May 2016 to present (Single Source)

Mr. Anguiano currently manages 3 separate contracts for LAX totaling more than \$2M in revenue over a 3-year term. The largest contract is for *Stormwater Filter Inspection & Maintenance*. For LAX to comply with its MS4 permit, requires extensive storm water maintenance. Ocean Blue holds the single source contract for LAX: with over 3,700 Contech filters utilized throughout the Airport, LAX has the largest stormwater filtration system Ocean Blue has ever seen. Mr. Anguiano is also the single point of contact for any Hazmat incident on the LAX tarmac.

Project Manager, City of Santa Ana, October 2014 to present (Single Source)

Mr. Anguiano serves as the single point of contact for the City of Santa Ana. Ocean Blue currently maintains the public right-of-ways for the city. Any spills, releases and discharges are quickly addressed. In addition, we assist the city with any storm water system maintenance from cleaning catch basins, bypass jetting, open channel maintenance, and flooding. The city has over 1,500 catch basins throughout the city. Twice a year, Ocean Blue cleans out catch basins. A \$350K/year contract.

CERTIFICATIONS & TRAINING

HAZWOPER 40-Hour Course CFR 1910.120
HAZWOPER 8-Hour Refreshers
Bloodborne Pathogens CFR 1910.1030

CPR / First-Aid Trained
Confined Space Entry Rescue
Incident Command System 100, 200 & 700



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RAUL SANDOVAL

Supervisor

Supervisor, Ocean Blue Environmental Services, Inc. (2015 - present)

Supervises the City of Perris, City of Santa Ana and City of Camarillo storm water management and pumping projects; kitchen grease pumping, catch basin cleaning, channel maintenance, hydrodynamic separator pumping. Installation/repair of CPS/ARS units. Pump station maintenance, storm water stenciling, CCTV inspections, and Contech filter maintenance/media-exchange. First responder for on-site flooding, overflows and emergency HAZMAT. Operates Jetter/Vactor & Super sucker.

Technician, United Storm Water, Inc. (2010 - 2015)

Labor for Storm Water division. Received task orders to clean catch basins, pump stations, hydrodynamic separators, storm water channels and Contech filters. Involved in the fabrication/installation of connector pipe screens. Reported to respective supervisor to meet strict project deadlines. Performed inspections of municipal storm water systems. Reported & documented data collection forms. Previously performed all tasks within this RFP's scope of work for the City of Long Beach.

Noteworthy Projects:

Foreman, City of Perris, May 2016 to present (Single Source)

Three times a year, Mr. Sandoval leads a team to clean 900+ catch basins and to hydrojet hundreds of thousands of feet of stormdrain lines for the City. To efficiently conduct the work, we use our in-house fabricated truck. At the end of each cleaning we submit reports/pictures for every single basin. While the actual work is important, we also understand the importance of these reports in regards to the City's permit compliance. This is a \$180,000/year contract

Foreman City of El Segundo, June 2016 to present (Single Source)

Mr. Sandoval lead the installation field-team to install 100+ Connector Pipe Screens. Because the City has Los Angeles County storm drains within its jurisdiction, Mr. Sandoval's installation must meet all county engineering specifications. After winning the original 90 unit installation contract, the City was so pleased, they asked for another 40 units to be installed. This is a \$60,000/year contract.

CERTIFICATIONS & TRAINING

HAZWOPER 40-Hour Course CFR 1910.120
HAZWOPER 8-Hour Refreshers
CPR / First-Aid Trained
Class C CDL w/ HazMat

Bloodborne Pathogens CFR 1910.1030
DOT Hazmat & Oil Transportation
Confined Space Entry Rescue
Incident Command System 100, 200 & 700



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EDWARD A. LONG

Project Manager / R.E.A. Chemist / Safety Manager

Project Manager / Chemist / Safety Manager, Ocean Blue Environmental Services, Inc. (1996 - present)

Mr. Long is a Project manager with 39 years of experience managing HazMat. Services include: homeless encampment cleanings, emergency response, catch basin cleaning, pump station maintenance, channel maintenance. Mr. Long currently oversees Hazardous Waste contracts for the Los Angeles County Department of Public Works, Irvine Ranch Water District and the City of Long Beach. He also oversees emergency flooding and HazMat response. Mr. Long coordinates waste management, on-site remediation, and decontamination projects. Specializes in identifying unknown chemicals and chemical packaging services. As Ocean Blue's Safety Manager, he verifies that our technical personnel are current on all safety regulations.

Supervisor / HazMat Incident Commander, Allwaste, Inc. (1995-1996)

Coordinated & supervised oil/chemical emergency response teams, site cleanup, industrial cleaning and other field activities. Managed Superfund site at Omega Chemical Company sampling and identifying over 4,000 drums of unknown hazardous waste. Also directed Health & Safety training and compliance for the Long Beach Transportation and Remediation office.

Emergency Response Operations Manager, Pacific Environmental (1980-1994)

While responsible for developing the emergency response division, responded to over 600 incidents. Also directed the activities of the field crews in industrial cleaning, clandestine drug labs, drum management, tank removals and plant closures. As the Health & Safety supervisor, developed the Injury and Illness Prevention Program in compliance with SB 198.

Noteworthy Projects:

Project Manager, Los Angeles County Department of Public Works, April 1996 to present (Single Source)

While working with Ocean Blue, Mr. Long served the Los Angeles County for the last 25 years. Valued at \$3.5M per year, services include homeless encampment cleanings, emergency response, hazardous waste management, Stormdrain management, and abandoned waste pickups. As of recent, Mr. Long currently mitigates homeless encampment cleanups for the entire county of Los Angeles, managing 8-man strike teams per day.

CERTIFICATIONS & TRAINING

Certified Hazardous Materials Manager
Registered Environmental Assessor No. 03446
Certified HazMat Incident Commander

Trauma Scene Waste Practitioner
HAZWOPER 40 – Hour Course CFR 1910.12
HAZWOPER 8 – Hour Refresher



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EDMUND E. ACOSTA

Project Manager

Project Manager, Ocean Blue Environmental Services, Inc. (1996 - present)

Mr. Acosta performs HAZMAT emergency response and underground spill cleanups for various hazardous waste contracts. This entails the coordination of supervisors, drivers and technicians on decontamination, demolition, industrial cleaning, site remediation, emergency response, waste management and transportation projects. Additionally, as Ocean Blue's Transportation Manager, he verifies that our fleet of vehicles is well maintained and ready to respond to emergencies

Project Manager, M.P. Services, Inc. (1993 – 1996)

Started the Long Beach branch office. Was responsible for the entire L.A./Orange Counties operation, including business development and maintenance of large refinery, marketing and manufacturing clients. The operation included transportation, industrial cleaning, emergency response and demolition jobs.

Transportation Supervisor, Pacific Environmental. (1980 – 1993)

Responsible for refinery, marketing and marine accounts. Interfacing with clients from beginning of projects until completion, he became responsible for client development. Delegated jobs for the vacuum trucks, managed oil spill operations, drilling rig change-overs, over the water transfers, tank cleanings, supervised cleaning crews. Responsible for hauling hazardous waste to class 1 landfills.

Noteworthy Projects:

Project Manager, Caltrans, 1996 to present

Mr. Acosta is Ocean Blue's direct liaison to Caltrans. Mr. Acosta is the first responder & project manager for Caltrans spills in Los Angeles, Ventura, San Bernardino, Orange & San Diego Counties. Our contract with Caltrans is on an open P.O. basis. In addition, Mr. Acosta has relationships with many oil/fuel transporters, so he is able to save Caltrans millions of dollars by billing the responsible parties directly.

Project Manager, Port of Long Beach, October 1998 to present (Single Source)

Ocean Blue has been the Port of Long Beach's HAZMAT contractor for the last 22 years. While the Port keeps 3 separate contractors for this contract, we are the only ones to have been continuously chosen for the last 22 years. Mr. Acosta services many of the Port's tenants as well. This contract is valued at \$2M over 3-years.

CERTIFICATIONS & TRAINING

HAZWOPER 40-Hour Course CFR 1910.120
HAZWOPER 8-Hour Refreshers
Bloodborne Pathogens CFR 1910.1030

CPR / First-Aid Trained
Confined Space Entry Rescue
Incident Command System 100, 200 & 700



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DANIEL GAETA

Supervisor

Supervisor, Ocean Blue Environmental Services, Inc. (2006- present)

Responsible for various hazardous waste contracts, including coordination of lead technicians, technicians and subcontractors. Projects include homeless encampment cleanings, emergency response, waste management, decontamination and demolition. Identifies unknown chemicals using haz-cat procedures and chemical packaging. Performs job-walks, prepare estimates and bids, and job costing.

Noteworthy Projects:

Supervisor, City of Long Beach, April 2011 to present (Single Source)

Ocean Blue services multiple departments for the City of Long Beach, including Public Works, the Water Department, Sanitation, Health/Hazmat and Gas & Oil. Mr. Gaeta is our single liaison for the Long Beach Water Department contributing to an overall contract value of \$800K+ per year. Such work includes homeless encampment cleanings, emergency response, hazardous waste management, stormdrain management, and abandoned waste pickups.

Supervisor, City of Pico Rivera, August 2019 to present (Single Source)

Mr. Gaeta is the single point of contact for our City of Pico Rivera Contract. While Ocean Blue has done various work with the City pre-2019, the City decided to enter a formal contract with us effectively piggybacking our larger LACDPW contract (terms & pricing). This contract is valued at \$180K over three years. Such work includes homeless encampment cleanings, emergency response, hazardous waste management and abandoned waste pickups.

Supervisor, City of Lakewood, April 1996 to present (Single Source)

The City of Lakewood contract is valued at \$35K per year. While it is a smaller contract, the City of Lakewood opened doors to neighboring cities like the City of Hawaiian Gardens, the City of Cerritos, and the City of La Palma: all of whom are now our customers for homeless encampment cleanings, waste management services and emergency response. While Ocean Blue prides itself in servicing many of Southern California's largest government agencies, we take even greater pride in catering to many of the smallest, oftentimes over-looked by competitors.

CERTIFICATIONS & TRAINING

HAZWOPER 40 – Hour Course CFR 1910.12
HAZWOPER 8 – Hour Refresher
CPR / First-Aid Trained
Class C CDL w/ HazMat Endorsement

Bloodborne Pathogens CFR 1910.1030
DOT Hazmat & Oil Transportation
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Incident Command System 100, 200 & 700



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BILL T. PIEKKOLA

Supervisor, REA I

Supervisor, Ocean Blue Environmental Services, Inc. (2005 - present)

Responsible for various hazardous waste contracts, including coordination of lead technicians, technicians and subcontractors. Projects include on-site remediation, emergency response, waste management, decontamination and demolition. Other emergency response tasks include Bio-hazard cleanup & Asbestos oversight. Identify unknown chemicals using haz-cat procedures and chemical packaging. Supervise homeless encampment cleanups for City of Cerritos and City of Glendale. Perform job-walks, prepare estimates and bids.

Noteworthy Projects:

Supervisor, John Wayne Airport (Orange County), 2009 to present (Single Source)

Mr. Piekkola is Ocean Blue's single point of contact for all matters with John Wayne Airport. Mr. Piekkola is the Airport specialist when it comes to emergency response, hazardous waste management, and storm drain management. Falling under Orange County's jurisdiction, the airport spends about \$200K/year on Ocean Blue's services. Additionally, Bill Piekkola is the Hazmat contractor for all of the airport's environmental consultants.

Supervisor, City of Pasadena Department of Water & Power, 2009 to present (Single Source)

Since 2008, Mr. Piekkola completed over 100 different projects for the City of Pasadena. He maintains their 90-day compliance by regularly picking up their Hazardous Waste. Mr. Piekkola will perform any environmental work for Pasadena including spills, PCB testing or excavating abandoned pipe lines. Water & Power has been so happy with our services, they now refer us to work for the Public Works dept. This contract value is \$312K.

Supervisor, City of Cerritos, 2009 to present (Single Source)

Starting in 2007, Mr. Piekkola has done over \$500K of work for the City of Cerritos. The city relies on Mr. Piekkola for their homeless encampment cleanups, sewage spills, 90-day waste pickups and the jetting of municipal storm drains. Rather than regularly bid out this contract, the city chooses to piggy-back our larger Los Angeles County Department of Public Works hazmat contract, to obtain the discounted terms & pricing.

CERTIFICATIONS & TRAINING

Certified Hazardous Materials Manager
Registered Environmental Assessor
Certified HazMat Incident Commander
Trauma Scene Waste Practitioner
HAZWOPER 40 – Hour Course CFR 1910.12
Bloodborne Pathogens CFR 1910.103

CPR / First Aid Certified
Incident Command System 100, 200 & 700
Confined Space Entry Qualified Person
Hazardous Materials Transportation Skill



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MANNY RAMIREZ

Project Manager

Project Manager, Ocean Blue Environmental Services, Inc. (2019 - present)

Recently hired in 2019, Mr. Ramirez brings 30+ years of environmental experience. Mr. Ramirez has expertise as a project manager, contract administrator, managing hazardous waste, emergency response and site restoration. Other tasks include identifying unknown chemicals using haz-cat procedures and chemical packaging, performing job-walks, preparing estimates & bids, and coordinating all technicians, equipment and subcontractors.

Environmental Specialist/Risk Manager/Safety Engineer, Port of Los Angeles (August 1988 – 2018))

Mr. Ramirez oversaw all Port HAZMAT incidents. Mr. Ramirez effectively managed 5,000+ HAZMAT incidents ranging from oil spills, illegal dumpings, dead mammals, 90-day waste pickups, sunken vessels, asbestos/lead removal, and battery/light-bulb recycling.

Was responsible for interacting & coordinating with local, state and federal agencies including: U.S. Coast Guard, U.S. Environmental Protection Agency (EPA), California Department of Fish and Wildlife, California Department of Toxic Substances (DTSC), Regional Water Quality Control Board, Los Angeles County & City Fire Departments and Los Angeles Police Department.

In 1999, Mr. Ramirez earned a law degree while still working. This degree has improved his ability to interpret the many environmental regulations that must be followed in order to do business in California.

Noteworthy Projects:

Asbestos abatement, Port of Los Angeles, 2012

Oversaw the \$400K asbestos-roof abatement at Warehouse 1. This roof was one of many that was removed of asbestos. As part of the City's clean-energy initiative, the roofs were then retrofitted & installed with solar panels.

Wharf Fire, Port of Los Angeles, 2014

Remediated a large wharf fire in the Port. To keep the main channel clear, this response required large amounts of hard boom to contain the huge amount of fire-related floating debris.

EDUCATION, CERTIFICATIONS & TRAINING

Juris Doctorate – Western State University. College of Law
B.S. – Safety & Systems Mgmt. University Southern. California
HAZWOPER 40-Hour Course CFR 1910.120
HAZWOPER 8-Hour Refresher

CPR / First-Aid Trained
Incident Command System 100, 200 & 700
Bloodborne Pathogens CFR 1910.1030



NATIONAL PLANT SERVICES, INC.

Specializing in today's needs for environmental protection.

1461 Harbor Avenue ■ Long Beach, CA 90813-2741 ■ 562-436-7600 ■ Fax: 562-495-1528

KEY PERSONNEL

Dennis R. Keene – President

National Plant Services, Inc., Long Beach, CA
A Carylton Corp. Company

Mr. Keene has been employed by the Carylton Corporation since 1972. He has been General Manager of National Plant Services, Inc. since 1981 and has been President since 1987. Mr. Keene is responsible for coordinating Carylton Corporation efforts in the 11 Western States.

Mr. Keene has performed and has been involved with all aspects of the business. He started as a Laborer and has been, at varying times, Laborer, Technician, Operator/Foreman, Superintendent, Operations Manager and General Manager. Mr. Keene has hands-on experience with every piece of equipment operated by National Plant Services, Inc. and is NASSCO-certified.

Mr. Keene has surveyed, bid and managed sewer cleaning and inspections projects for over 34 years in several Western States. He has worked closely with cities and water and sanitary districts throughout California, New Mexico, Utah and Arizona in planning and performing sewer cleaning, closed circuit television inspection and pipe rehabilitation projects. He has a firm understanding of what cities and engineering firms expect from a specialty contractor and has the experience.

Mr. Keene has been responsible for bidding and managing all work that National Plant Services has performed for the past 34 years. Mr. Keene has been the primary point of contact for the current and past contracts for sewer cleaning and CCTV inspections.

Mr. Keene will be accessible in accordance with specifications:

Office Phone: 800-445-3614

Cell Phone: 310-261-0970

Email: Dennis.Keene@nationlplant.com



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Understanding of need

As the City's current contractor, we have a full understanding of what the City expects. We know how to fully remediate any pollutant discharges, and maintain the City's storm drain infrastructure.

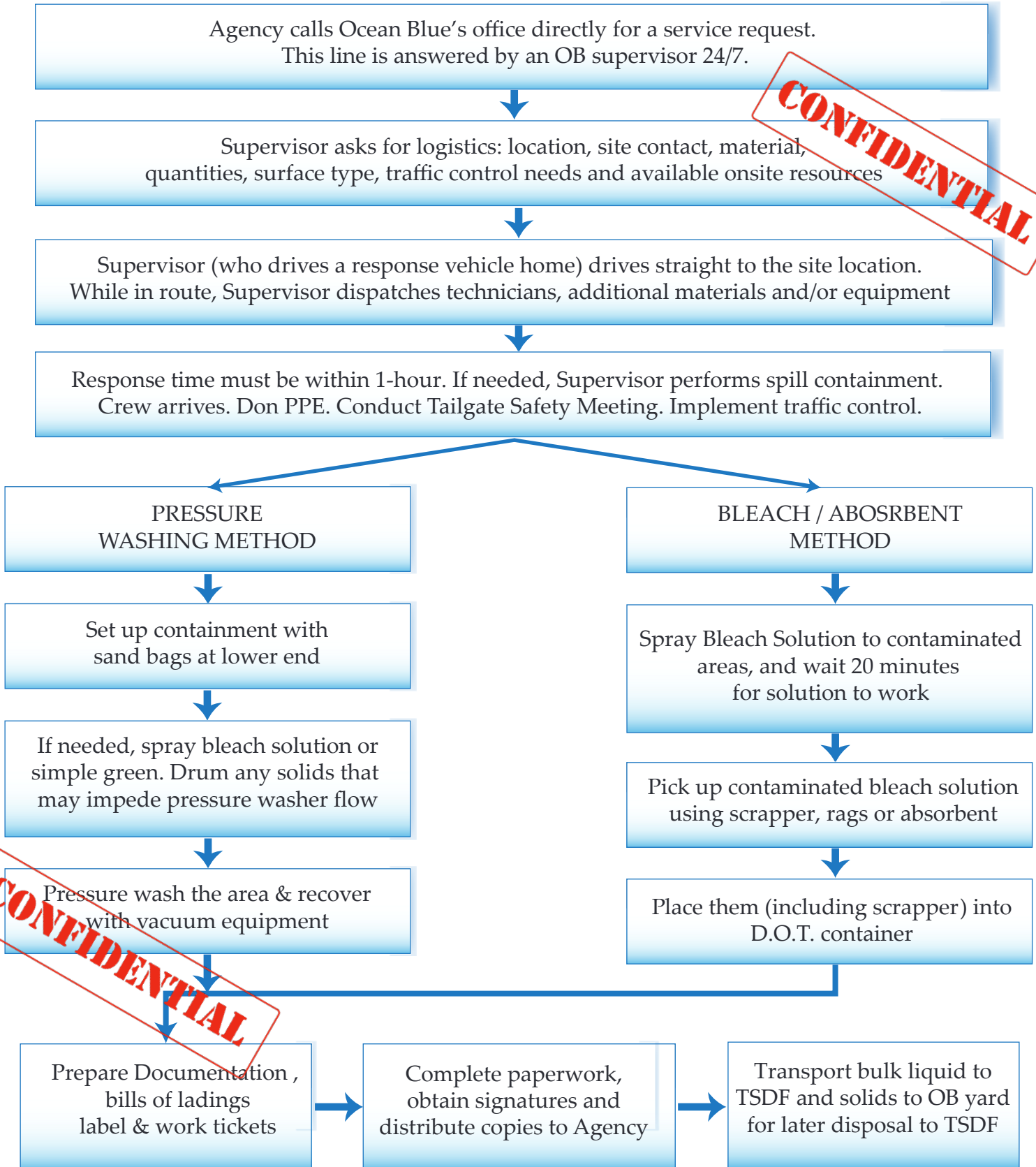
This section contains a step-by-step plans for the following scenarios:

	Lower Limit	Upper Limit	
Spills Above Ground	\$ 1,000	2,500+	(Depending on size of spill)
Spills In The Stormdrain System	\$ 3,000	10,000+	(Depending on size of spill)
Maintenance Of Catch Basins	\$ 2,000	35,000+	(Depending on number of basins)
Jetting	\$ 2,000	25,000+	(Depending on linear ft. & line size)
Flooding Emergency Response	\$ 2,000	10,000+	(Depending on extent of flooding)

Additional step-by-step plans are available upon request.

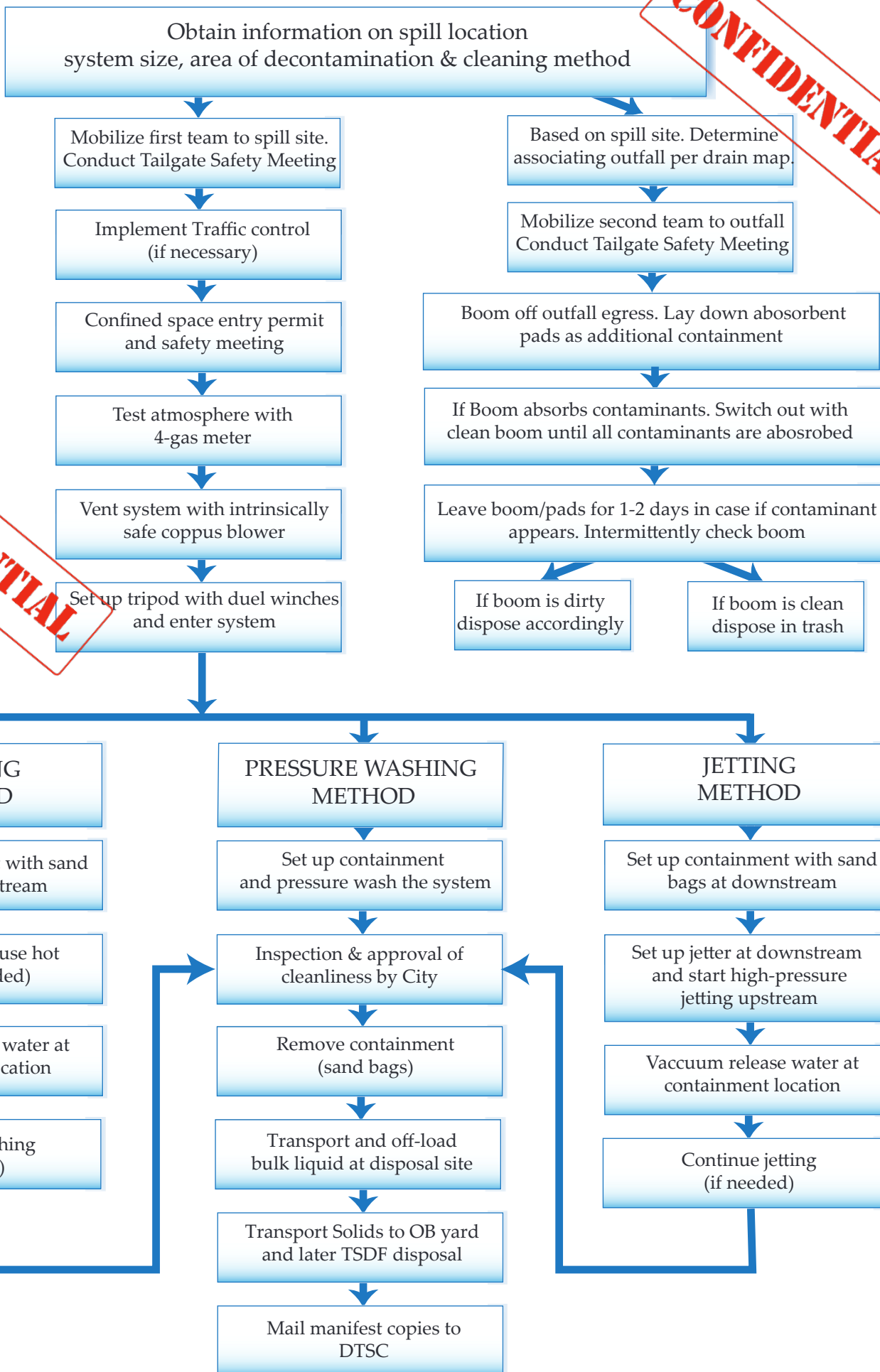
	Lower Limit	Upper Limit	
Spills In The Water Ways	\$ 3,500	10,000+	(Depending on size of spill)
Abandoned Waste Pickup	\$ 600	1,000+	(Depending on amount of waste)
Scheduled Waste Pickup	\$ 1,500	4,000+	(Depending on amount of waste)
Video Camera Inspection	\$ 1,000	2,500+	(Depending on number of linear feet)
Contingency For Additional Work	\$ 600	1,000+	(Depending on additional work)
Culvert/Bypass Cleaning	\$ 2,000	15,000+	(Depending on linear feet)

Spills Above Ground



Chemical releases in the storm drain system

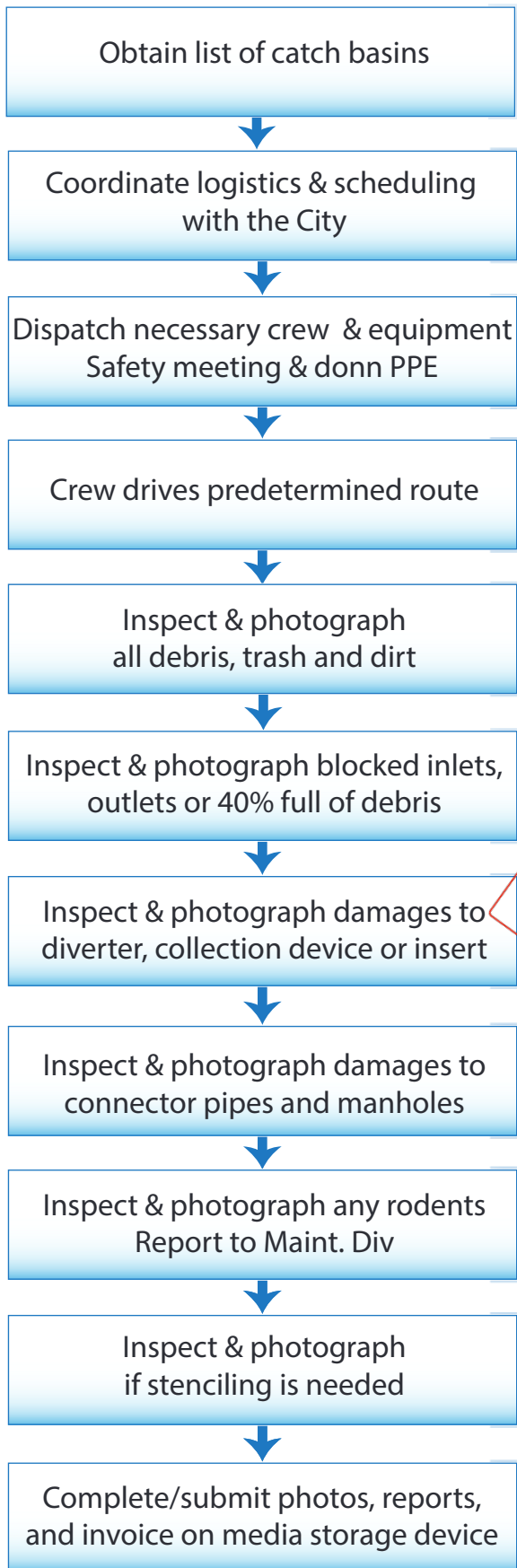
CONFIDENTIAL



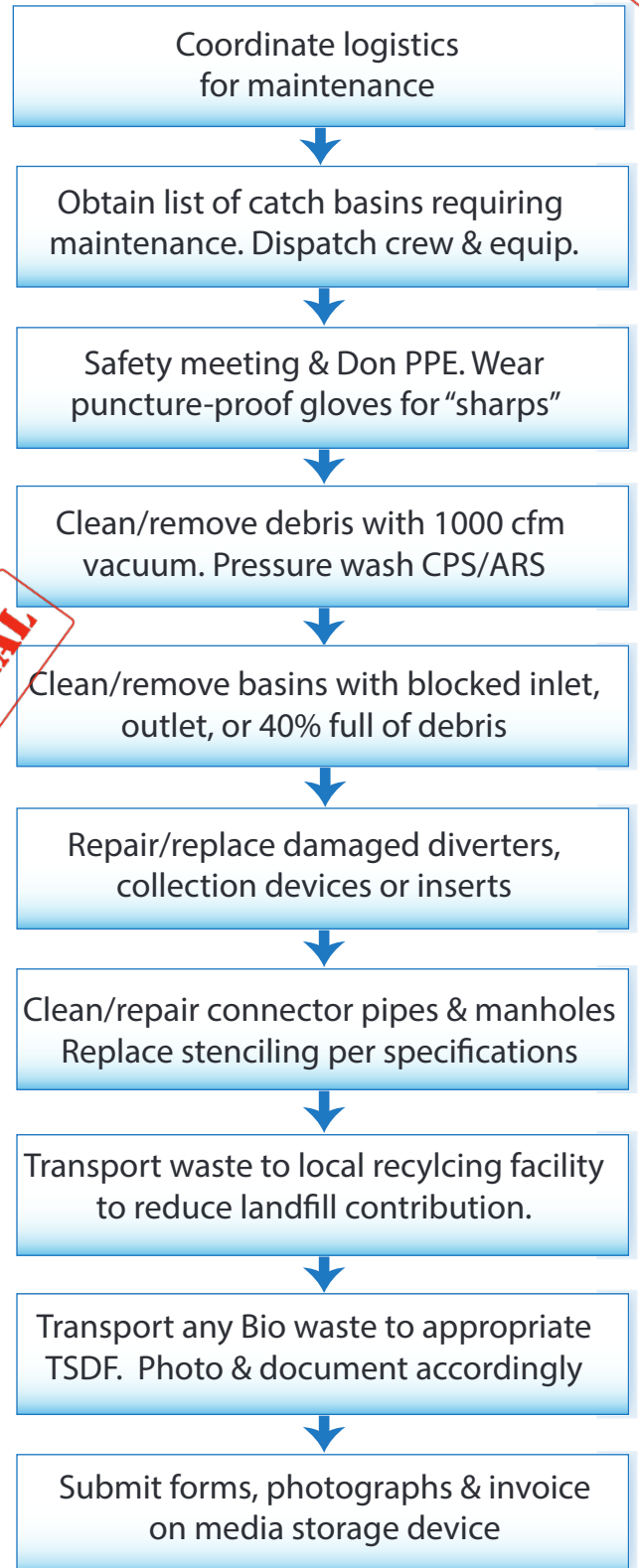
Maintenance of all City-owned catch basins

CONFIDENTIAL

Inspection:

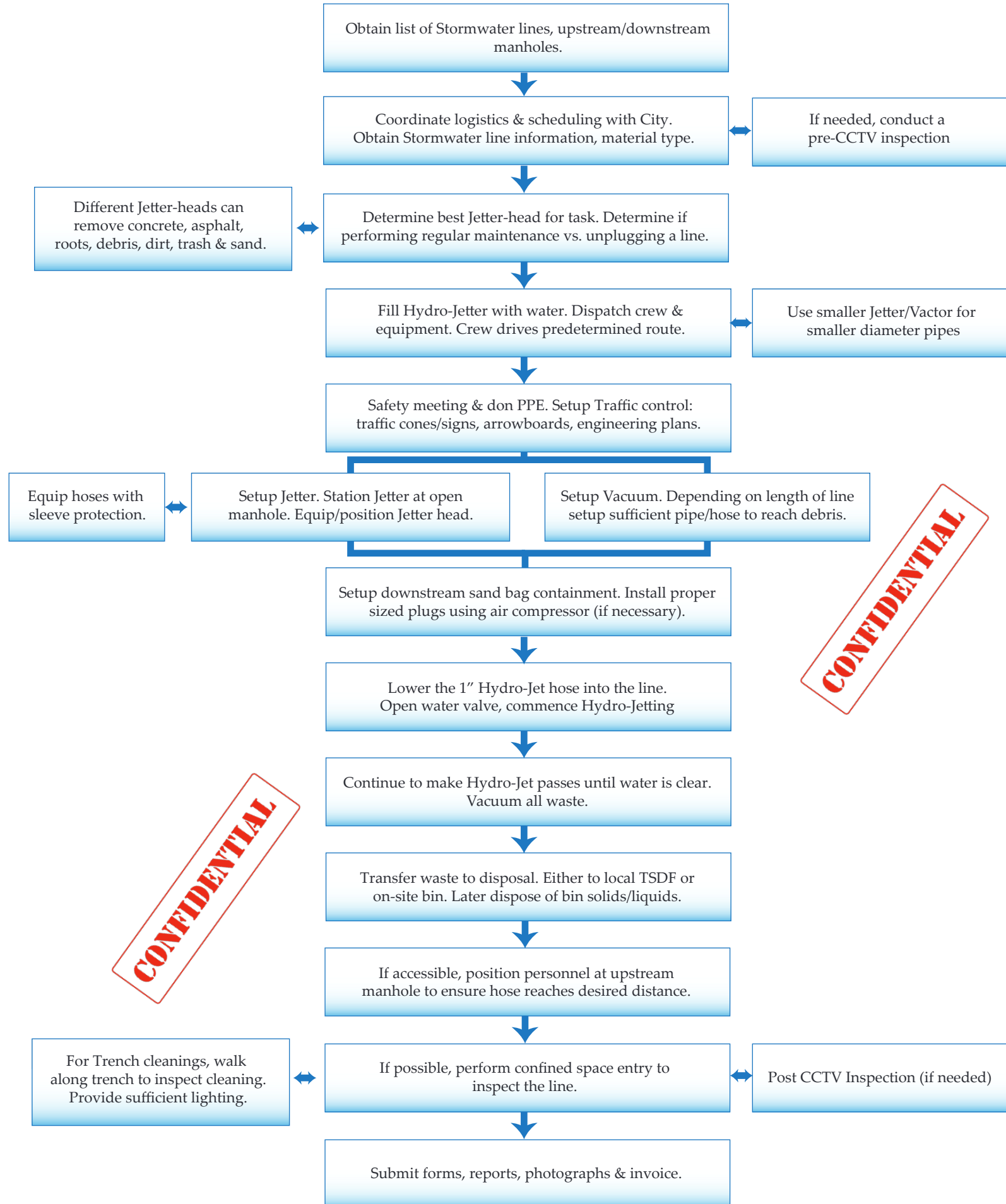


Maintenance:

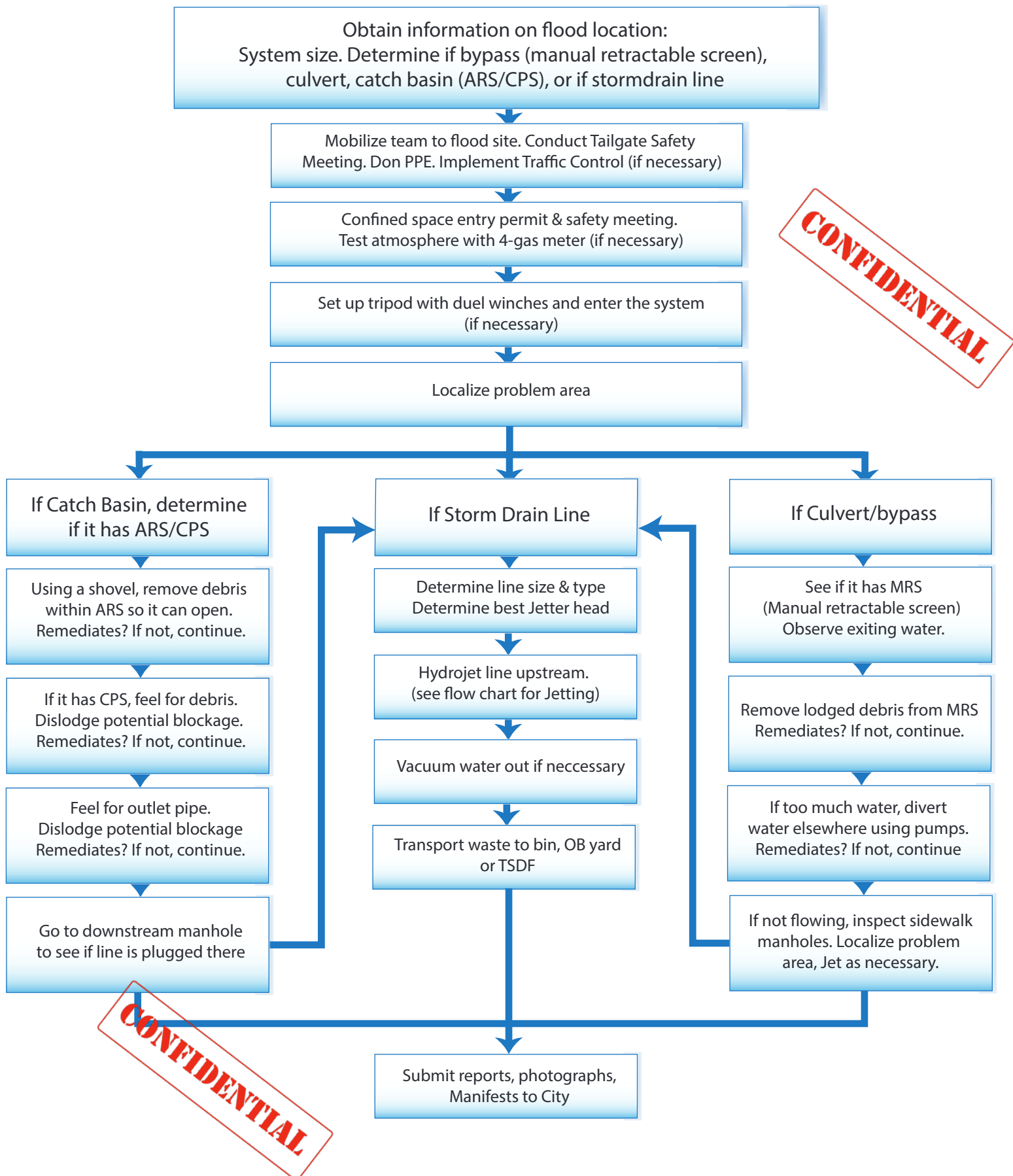


CONFIDENTIAL

Hydro-Jetting



Flooding: Emergency Response





925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

Relevant Project Experience & References

Down below and only the following pages you will find a list of 6 public agencies we serve. We detail the type of work performed for agency, and we invite you to contact any of them for reference.

City of Santa Ana	\$350,000 / year	2003 – Present
Contact: Craig Foster – Storm Water Coordinator		714.647.5659
Address: 20 Civic Center Plaza, Santa Ana CA 92702		

City of Camarillo	\$170,000 / year	2017 – Present
Contact: Jessica Ouelette – Stormwater Program Manager		805.388.5391
Address: 601 Carmen Drive, Camarillo CA 93010		

City of Perris	\$180,000 / year	2015 – Present
Contact: Michael Morales – Capital improvements manager		951.956.2120
Address: 101 North D St., Perris CA, 92570		

City of Irvine	\$60,000 / year	2018 – Present
Contact: Scott Frame – Street Maintenance Supervisor		949.724.7633
Address: 6427 Oak Canyon, Irvine CA 92618		

LACDPW	\$ 3,500,000+ / year	1995 - Present
Contact: Adriana Flores – Senior Civil Engineer		626.458.7390
Address: 900 S. Fremont, Alhambra, CA 91803		

L.A. World Airport (LAX)	\$ 450,000+ / year	2016 - Present
Contact: Howard Horning – Maintenance. Superintendent		424.646.7964
Address: 7301 World Way West, Los Angeles CA 90045		



City of Santa Ana

Contract No. A-2017-156 Storm Drain Facility Cleaning Services

Responding to a fire in
Santa Ana



Contract Value: \$350,000 / year

Date: 2003 – Present

Contact: Craig Foster – Storm Water Coordinator

Phone & Email: 714.647.5659 / cfoster@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana CA 92702

Summary: Catch Basin cleaning, bypass jetting, open channel maintenance, emergency flooding and spill response

City-wide Catch Basin Cleaning: Santa Ana has over 1,500 basins throughout the city. Twice a year, Ocean Blue cleans out catch basins. Navigating city Streets – sometimes during traffic hours – requires careful planning. For additional ease, Ocean Blue fabricated a smaller pressure-washer/vacuum combination unit. This all-in-one unit is a class C vehicle with a gross vehicle weight of under 26,000 pounds equipped

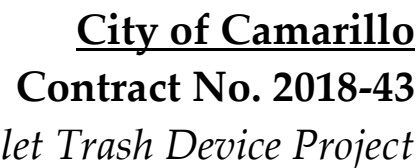
Fire: Last year Ocean Blue was dispatched to respond to a burned down building. We quickly responded and contained the majority of fire suppressant water.

All of the fire suppressant water was contained in multiple Adler tanks, which were later to disposed of.

Bypass Jetting: Using our utility trucks & specialized Combination Vactor Jetter, we jet about 27 bypass and 180 culverts for debris, dirt & gravel. In order to effectively complete this scope of work, safety & traffic control are essential. Many times, bypass cleaning requires lane/shoulder closures using reflective cones & arrow boards.

Trauma Scene (Biohazardous): For the last 15 years Ocean Blue worked closely with the Santa Ana Police Department. We have responded to shootings, stabbings and fatal car accidents. There has been an increase in biohazardous call-outs because of the surge in homelessness and all that it brings.





Date: 2017 – Present

Contact: Jessica Ouelette – Stormwater Program Manager

Phone & Email: 805.388.5391 / jessicaouellette@caaprofessionals.com

Address: 601 Carmen Drive, Camarillo CA 93010

Summary: Ocean Blue currently maintains 2 separate contracts for the City of Camarillo. The first is for *Connector Pipe Screen Installation*, and the other is for *On-Storm Drain Catch Basin Inspection and Maintenance*

Storm Drain Maintenance: In 2019, Camarillo decided to switch their Catch Basin maintenance contractor and signed agreement (MC-2019-4) with Ocean Blue. This 3-year agreement allowed Ocean Blue to inspect & clean the thousands of city catch basins. To efficiently conduct the work, we use our in-house fabricated truck. At the end of each cleaning we submit reports/pictures for every single basin. While the actual work is important, we also understand

the importance of these reports in regards to the City's permit compliance.

CPS Installation: For many years before signing this agreement, Ocean Blue has been installing small quantities of Connector Pipe Screen (CPS) units for Camarillo. After the quantities surpassed the purchase order limits, Camarillo signed agreement SD-5032 with Ocean Blue. SD-5032 gave Ocean Blue a contract for \$70K solely for the installation of CPS units.

Emergency Response: Ocean Blue also responds to flooding issues during heavy rain events to mitigate flooded areas. Late last year, we responded to a sewage overflow at their wastewater plant.





City of Perris

Contract No. FCGF 1-2016-17-02

Maintenance of Catch Basins and Storm Drain Systems

Jetting Underground
48" RCP



Contract(s) Value: \$180,000 / year

Date: 2016 – Present

Contact: Maria Arreguin – NPDES Coordinator

Phone & Email: 951.657.3280 / marreguin@cityofperris.org

Address: 101 North 'D' Street, Perris CA 92570

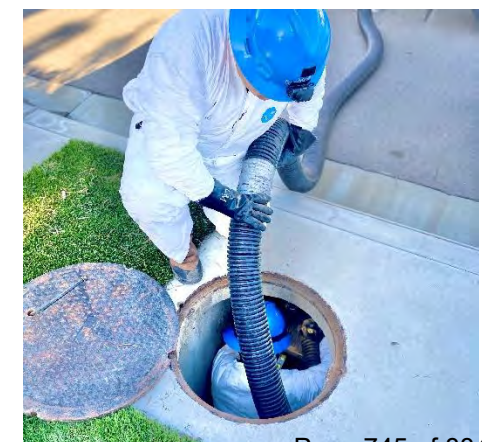
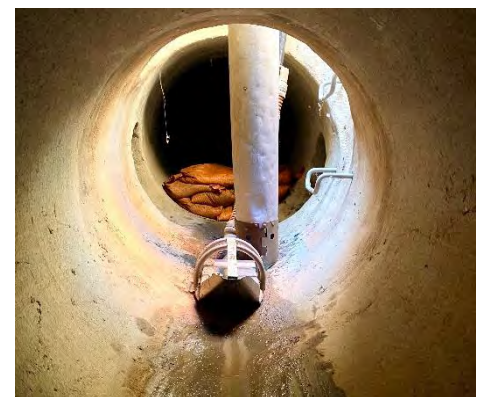
Summary: Hydrodynamic Separators, Catch Basin Cleaning, stenciling as needed, Hydrojetting Storm Drain Lines ranging from 4" – 8' X 5' box culverts

Hydrodynamic Separators: Ocean Blue performs Stormwater Maintenance for the City of Perris. With over 32 separate hydrodynamic separators within the City. We inspect/clean each one once a year. During inspections we open manholes to observe any floatables. Using a stadia rod we measure quantities of sediment located at the bottom of the Hydrodynamic Separator. Like the City's catch basins, we perform inspections & cleanings together. All reports are thoroughly completed indicating any damages and screen conditions (entries to remove lodged material if required).

Catch Basin Cleaning: In aggregate, three times a year we clean 900+ catch basins for the City. To efficiently conduct the work, we use our in-house fabricated truck. At the end of each cleaning we submit reports/pictures for every single basin. While the actual work is important, we also understand the importance of these reports in regards to the City's permit compliance.

Hydrojetting: We also perform the city's hydrojetting services (120,000 LF). At the end of each event, we will submit CCTV reports to aid in quality control.

Right: Our in-house fabricated pressure washer/vacuum units are perfect for the 3,268 catch basins cleanings





Using a supersucker/jetter
to hydrojet city lines



Contract Value: \$60,000 / year

Date: 2018 – Present

Contact: Scott Frame – Street Maintenance Supervisor

Phone & Email: 949.724.7633 / sframe@cityofirvine.org

Address: 6427 Oak Canyon, Irvine CA 92618

Summary: Catch Basin cleaning, bypass jetting, open channel maintenance, Emergency Response (Flooding Response, Spill Response), and trauma scene cleanups.

City-wide Catch Basin Cleaning: Every year Ocean Blue maintains 250 catch basins for the City of Irvine. This also involves inspections, documenting photos, and compiling reports. As of now, we are only cleaning once a year, however the City is deliberating about cleaning twice a year.

Left: Crews of 2 technicians & an in-house fabricated vacuum truck/pressure washer can clean 40 - 70 catch basins a day (depending on level impacted). Later, should the city decide, we can install County approved full-trash capture devices to comply with MD4 permitting.

Trauma Scene (Biohazardous): Our contract with Irvine allows the city to use Ocean Blue in order to respond to shootings, stabbings and fatal car accidents.

Routine Waste Pickups: Ocean Blue performs Irvine's 90-day Hazardous Waste pickups. This involves identifying, categorizing, packaging, transporting and disposal of several different hazardous waste streams. Including Non-RCRA hazardous waste solids & liquids, flammables and corrosives.

Bypass Jetting: We will also do routine/maintenance jetting for bypasses & culverts for debris, dirt & gravel. In order to effectively complete this scope of work, safety & traffic control are essential. Many times, bypass cleaning requires lane/shoulder closures using reflective cones & arrow boards.



Los Angeles County Department of Public Works

Contract No. 2017-AN014

As-Needed Emergency Removal of Hazardous Material

Ocean Blue crews cleaning up Homeless Encampments



Contract Value: \$3,300,000 / Year

Date: 1995 – Present

Contact: Adriana Flores – Civil Engineer

Phone & Email: 626.458.7390 / aflores@dpw.lacounty.gov

Address: 900 S. Fremont, Alhambra, CA 91803

Emergency Response: The Los Angeles County Department of Public Works (LACDPW), has the largest underground storm drain system in the world. For the last 25 years Ocean Blue has been the single source contractor called upon to intercept any spills and/or illegal discharges into this system. Ocean Blue has the fastest and most experienced Hazmat crews in Southern California. Spills have included but are not limited to: factory fires, chemical leaks, milk spills, oil releases and paint spills.

Our staff is very familiar with the County's layout of channels, storm drains and catch basins. Our Emergency Response Units are pre-stocked with containment materials, confined space entry equipment and more.

Waste Management: Every 90 days our crews visit the County's 50+ locations to collect over 100 drums of hazardous waste. County yards include waste streams from the Road Maintenance Division, Operational Services Division, Headquarters and the Flood Maintenance Division. We also pump the County's waste oil storage tanks & clarifiers on an as-needed basis.

Homeless Encampments: Since the 2008 housing crisis, Southern California has had a surge in homeless encampments. Because of our specialty in handling hazardous wastes—bio hazardous (i.e. feces, urine, vomit, needles), oils, acids, aerosols—we now perform homeless encampment cleanups every day for the County. We are proficient in segregating hazardous waste from regular trash.



Foam testing prevented
from entering basins



Contract Value: \$1,750,000 / 3-years

Date: 2016 – Present

Contact: Howard Horning– Airport Maintenance Superintendent

Phone & Email: 424.646.7964 / hhorning@lawa.org

Address: 7301 World Way West, Los Angeles CA 90045

Summary: Maintenance of Pump Stations, Concrete Structures, Clarifiers, Catch Basins, Stormfilters, Hydrodynamic Separators as well as Emergency Response and Hazardous Waste Management for both LAX and Van Nuys Airports.

Every 55 seconds an airplane lands/departs at LAX. Extrapolated, that is 1,587 landings/departures per day, 600,000 landings/departures per year. That is a lot of runway rubber left on the tarmac that filters through storm drains. In order to comply with its MS4 permit, LAX requires extensive storm water maintenance. Ocean Blue holds the single source contract for LAX. With over 3,700 Contech filters utilized throughout the Airport, LAX has the largest stormwater filtration system Ocean Blue has ever seen.

Contech Filter Media cleaning: LAX has 11 Contech filter vaults that are inspected once a year, varying in size, these vaults are pressure washed once a year – or sooner should an illicit discharge occur. And finally, each of these 3,793 Contech filters undergo a media replacement every 3-5 years or sooner.

Prior to our established 2016 contract, LAX Contech filter maintenance was never done. Upon first inspection we found significant amounts of sediment on top of the filters, inlet & outlet in each of the systems. Ocean Blue then conducted a large-scale media replacement operation per the manufacturer's recommendations. The waste undergoes analytical testing and is then transported to an appropriate transportation storage disposal facility (TSDF).

TAB 2

Scope of Services: Spill Response

For the last 25 years, many Southern California's largest waste generators relied on Ocean Blue for our waste management & emergency response services. We understand the long-term liabilities & risks associated with waste handling, packaging, transportation, storage, recycling & disposal of hazardous and non-hazardous waste. Our trusting relationships are what set us apart from competitors.



On average in the Southern California area, Ocean Blue responds to four emergency HAZMAT situations every day. We are one of the most experienced & well-equipped emergency responders. Our personnel are experienced in responding to spills on both land & water, while implementing traffic control according to the WATCH handbook. Through the utilization of the most modern emergency response equipment and highly trained personnel, Ocean Blue responds quickly & professionally to a wide variety of emergency and non-emergency spill situations. Ocean Blue is known for fast and exemplary service. With one phone call, we will respond with a Supervisor & crew within (45) minutes, to any situation, on land or water, 24 hours a day, seven days a week.

Ocean Blue is fully licensed and trained to categorize hazardous wastes. Once the waste is categorized, we then package & transport the waste to a disposal facility. Some of the wastes we manage include:

- ◆ Asbestos
- ◆ Crude oil
- ◆ Fuels, gasoline, diesel
- ◆ Acids & Alkalines
- ◆ Ammonia solutions
- ◆ Lead
- ◆ Mercury
- ◆ Oxidizers & Chlorine
- ◆ Polychlorinated Biphenyl's (PCB)
- ◆ Sewage and other regulated wastes
- ◆ Treated wood
- ◆ Biohazardous Waste



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Fx: (562) 624-4127

During a spill, time is of the essence: initial containment is critical to spill cleanup. To ensure we are always ready to respond, our workforce employs the most 1st-responder supervisors in Southern California. All supervisors are assigned their own utility truck (which they take home). Supervisors respond directly to the spill site, not from Ocean Blue's yard—effectively streamlining response time. All our supervisors carry sandbags, sorbent materials, brooms and shovels to assist in containing the spill.

Our fleet of dedicated 1st responder Supervisor utility trucks. These trucks are assigned to each supervisor (which they take home)

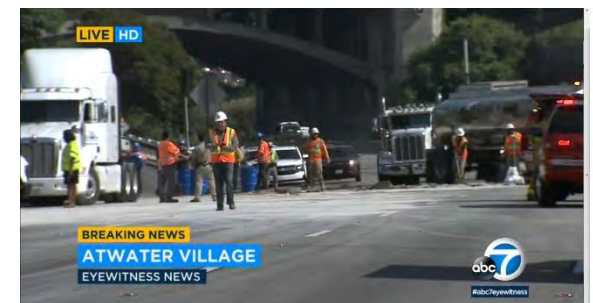


Clearance Access: In addition to performing emergency response in public right-of-ways, Ocean Blue also responds to areas requiring background-check clearance. Below is a list of clients and their respective required background protocols. There is no one single clearance that grants access to all the secure areas below. Each agency requires their own respective background check.

1. Los Angeles International Airport – *LAX Badging*
2. San Diego Regional Airport Authority – *SDCRAA Badging*
3. John Wayne Airport – *JWA Badging*
4. United States Coast Guard – *E-verify*
5. Burlington Northern Santa Fe Railway (BNSF) – *E-rail safe*
6. Port of Los Angeles, Long Beach and San Diego – *(TWIC) Card*

Record Keeping: Ocean Blue ensures proper documentation (written & photographs) for our clientele. All documentation is securely kept for a 3-year minimum. All manifesting and/or disposal paperwork will be properly recorded and sent to the appropriate regulatory agency. We can send before/after photos to respective agency staff. With our constant administrative control of the waste, clients will know the status & location of the waste, from collection to disposal. We also regularly use E-manifests for our clients.

Below: Ocean Blue news coverage





Unidentified Waste in Public Right-of-Ways: Our supervisors can categorize unknown liquid/solids—in the field or during a routine pickup. Once categorized, we package & transport the waste to a local TSDF. Our direct reading instruments are 100% owned & properly-calibrated by in-house trained personnel. These instruments include:

- Mercury vapor analyzers,
- Ammonia vapor analyzers,
- Hydrogen Sulfide Monitors
- Intrinsically safe personnel monitors
- PID meters
- 4-gas meters
- OVA Monitor

With these instruments readily available, we can ensure a timely response. Furthermore, clients save money by not paying extra laboratory surcharges with high 24-hour turn around costs. All of our Emergency Response Units contain a multi-step Hazardous Categorization Kit.



Confined Space Entry: With years of field experience and the most current safety equipment available, we provide a safe, cost-effective confined space program. Confined space entries may possess one or all of the “big three” confined space hazards – oxygen deficiency, toxic materials, and fire/explosion conditions. We established a safety program in accordance with 29 CFR 1926.21, 29 CFR 1910.146 and NIOSH 80-106 for identifying and evaluating confined spaces to determine acceptable entry conditions. Even our vacuum truck/hydro-jetter equipment operators are confined space entry trained, so that they can coordinate with underground crews effectively.



Trauma Scene Cleanup: Blood spills and trauma scenes are every day occurrences for Ocean Blue. We work with Sheriff’s departments and other law enforcement agencies to block off trauma scenes from the general public. From sanitizing, to paperwork, to transportation, to decontamination, to disposal, Ocean Blue is your turn key company for trauma scene cleanups. We are fast, efficient, discrete and cost effective. We service the City of Long Beach, Orange County and Cal Trans all with 24/7 trauma scene cleanup services. Our teams know to preserve potential evidence—bullets & crime paraphernalia. We are trained to pick up & report any potential evidence material.

Scope of Services: Hazardous Waste Disposal

Types of Waste: Ocean Blue is fully licensed, certified and trained to categorize hazardous wastes. Once the waste is categorized we package & transport the waste to a disposal facility. Some of the wastes we manage include:

- Asbestos
- Crude oil
- Fuels, mineral oil, gasoline and diesel
- Acids & Alkalines
- Electronic waste & Lightbulbs
- Polychlorinated Biphenyl's (PCB)
- Lead & Mercury
- Chlorine
- Waste tires
- Treated wood
- Biologically hazardous waste
- Sewage and other regulated wastes

We stay in business by selling excellent service, not by charging excessive disposal fees. We are not owned by, nor own a TSDF; and therefore are not limited to transporting waste to any specific TSDF. We can help our clients choose the best disposal or recycling facilities for their needs. In choosing an appropriate TSDF, we consider the following:

- Client's disposal requirements
- Disposal facility compliance & financial stability
- Disposal methods offered
- Facility inspection & audit results
- Pricing



Ocean Blue will always recommend the following disposal hierarchy in order of preference:

- Recycling
- Treatment
- Incineration
- Landfill

Left: Performing the DTSC-mandated 90-day hazardous waste pickup for the Los Angeles County of Public Works (LACDPW). Every 90 days, we visit over 40 LACDPW yards to pickup E-waste, Batteries Lightbulbs, Sharps, Oils, Acids, Oxidizers, Flammables and more



All of our Clientele's waste is identified, separated, consolidated & packaged into proper shipping containers. Waste oil, oil filters, used & mixed fuels, light-bulbs, electronic waste, batteries and oily debris are sent to local TSDFs (preapproved by our waste router) for recycling. Once the waste area is cleaned, we replace the container's waste labels and record the new waste accumulation start dates. The proper storage & labeling of drums is vital to maintaining DTSC compliance. Additionally, Ocean Blue removes used absorbent and replaces it with new absorbent material, pressure washes the interior & exterior, and any possible remaining stains in the vicinity.

Transportation: We own & operate a fleet of California Air Resource Board (CARB) compliant transportation vehicles. Our professional drivers are highly qualified and experienced in the waste transportation industry. In addition, our vehicles comprise one of the most modern and well-maintained transportation fleets in the environmental business. Our fleet include the following types:

- Emergency Response Units
- Vacuum Trucks
- Box Vans
- 40 yd, 20 yd closed & open-top bins
- Roll-off Trucks
- Flat beds
- Stake-bed Trucks
- Utility Trucks

Remediation: Ocean Blue has extensive experience and regularly provides the following methods of remediation.

- Dig & haul
- Internal Combustion units
- Thermal oxidizing units

We use both traditional remediation methods and innovative techniques to remove various contaminants—including hydrocarbons, heavy metals, polychlorinated biphenyls, chlorinated solvents, non-chlorinated solvents and mercury.

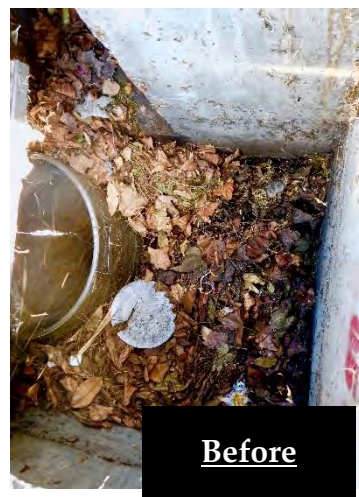


Scope of Services: Stormdrain Facility Maintenance Services and Flood response



Our government clients always needed basic Stormwater services—whether hydro-jetting a line, or cleaning a catch basin—which we always provided. But within the last decade Stormwater regulation has become significantly more stringent. Our clients now needed a full-service Stormwater company to meet their operational needs. In an effort to better serve our clients, Ocean Blue invested & grew our Stormwater division. Now when clients need 33,000 feet of storm drain hydro-jetted, or 1,000 catch basins inspected & cleaned, or need their 32 Hydrodynamic separators serviced regularly, Ocean Blue can provide these services at the same high level of professionalism you expect. Additionally, when flooding occurs, our municipal clients can expect a response time of less than 1-hour. We will also perform more specific stormwater maintenance services, such as the stenciling of individual basins, procuring/repairing grates and trash capture devices, and more.

City-wide Catch Basin cleaning: Ocean Blue cleans over 3,500 basins throughout various cities. Twice a year, Ocean Blue inspects every single basin and cleans basins that are at least 40% impacted. Navigating City streets—sometimes during traffic hours—requires careful planning. For additional ease, Ocean Blue fabricates smaller combination pressure-washer/vacuum combination units. These all-in-one units are class C vehicles with a gross vehicle weight of under 26,000 pounds. In addition, our field technicians utilize smart tablets to report catch basins. In-field reporting (Cityworks) allows for up-to-date information.



Before



After

Bypass Jetting: Using our utility truck & specialized Jetter Vactor, we jet 27 bypasses and 180 culverts for debris (i.e. dirt & gravel). In order to effectively complete this scope of work, safety & traffic control are essential. Many times, bypass cleaning requires lane/shoulder closures using reflective cones & arrow boards. Confined space entry protocol is also sometimes used.

During inspections we found an inlet fully impacted with concrete. We later mitigated the problem area by performing confined space entry and using heavy equipment



Hydrodynamic Separators: Ocean Blue currently holds Stormwater maintenance contracts for various Southern California Cities. We currently maintain over 50 hydrodynamic separators, each of which are cleaned 3 times a year. During inspections we open manholes to observe any floatables. Using a stadia rod we measure quantities of sediment located at the bottom of the Hydrodynamic Separator. Like the City's catch basins, we perform inspections & cleanings together (rather than on separate occasions). All reports are thoroughly completed indicating any damages and screen conditions. We also report conditions of the inlet/outlet sumps.



Contech Filter Media cleaning and BMPs: Ocean Blue maintains Contech-filter-vault-cleaning contracts all across southern California. Varying in size, these vaults are pressure washed once a year (or sooner should an illicit discharge occur). We are also familiar with bioretention units, bioswales, drywells and other underground infiltration systems.

Stormwater lift stations: We have extensive experience in providing lift station on-call services for the County and neighboring cities (vacuuming & monitoring). Specifically for Santa Ana, Ocean Blue will work closely with Arnaz Engineering—the current lift station maintenance provider—to meet City needs (electrical & mechanical repair).



Installation of Gates and BMPs: Ocean Blue can install custom gates & trash excluder devices like automatic retractable screen covers, connector pipe screens, and/or flex storm drain filter inserts. Based on screen length & height, bypass height, we will custom fabricate screens for best fit. All devices are County approved. In addition, we can perform any city-mandated stenciling while retrofitting catch basins.



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

License Permit	Description	Exp. Date
Local Information		
318363-0001-0	City of Los Angeles Tax Registration	Active
BU94037860	City of Long Beach Business License	2021-08-15
Various	County of Los Angeles Public Health Permit (Sewage)	2021-06-30
State Information		
709140	California, Contractors State Licensing Board, "A" General Engineering	2021-07-31
709140	California, Contractors State Licensing Board, Haz. Substance Removal & Remedial Actions	2021-07-31
3354	California, Department of Toxic Substances Control Transporter Registration	2021-10-31
111486	California Department of California Highway Patrol Transportation License	2021-09-30
FF863	California Department of Fish & Game, Certificate of Financial Responsibility	2021-09-30
0119128	California, Department of Motor Vehicles Motor Carrier Permit	Non-Expiring
9147	California Department of General Services Office of Small Business Certification ID	2021-11-30
1000002621	California Department of Industrial Relations Registration	2022-06-30
3354	California, Department of Health Services Medical Waste Hauler Registration Number	Evergreen
44975	California, Department of Pesticide Regulation Business License 44975	2021-12-31
66	California, Department of Public Health Trauma Scene Practitioner Registration	2021-04-17
1003834	California, Department of Resources Recycling & Recovery Registration	2021-12-31
Federal Information		
070219550300BD	U.S. Department of Transportation Hazardous Materials Certificate of Registration	2022-06-30
USDOT696231	U.S. Department of Transportation Identification Number	Evergreen
CAD983608258	U.S. Environmental Protection Agency	Evergreen

TAB 3

TAB 4

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____



State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Notary Public Signature

Notary Public Seal

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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 Los Angeles

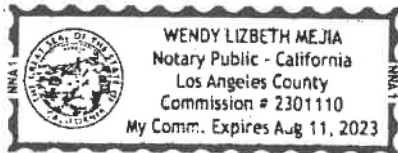
Subscribed and sworn to (or affirmed) before me

on this 29TH day of March, 2021,
 by _____ Date _____ Month _____ Year _____

(1) Justin Lee

(and (2) N/A),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature _____
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Appendix Attachment 3-1: Non-Collusion Affidavit Certifications

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Ocean Blue Environmental Services, Inc.

Signed and Printed Name: Justin Lee

Title General Manager

Date 03/29/2021

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

Justin Lee, General Manager

Firm:

Ocean Blue Environmental Services, Inc.

Date:

03/29/2021



**PREFERRED RATES FOR CITY OF SANTA ANA
EFFECTIVE APRIL 1, 2021**

DEFINITIONS

Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,
and all day on Saturdays

Premium Time: Sundays, Following Holidays and after 12 hrs of work

HOLIDAYS OBSERVED

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Presidents Day
Veterans Day	Memorial Day
Fourth of July	Thanksgiving Day
Day after Thanksgiving	Columbus Day
Christmas Day	

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

DISPOSAL AND OUTSIDE COSTS

All disposal, services, non-heavy equipment rentals, and materials not on the rate sheet will be billed at cost plus a ten percent (10%) handling charge. Heavy equipment rental will be billed at cost plus ten percent (10%) handling charge due to high liability cost.

PREVAILING WAGE

An additional \$40 per hour will be added to personnel and equipment with operator rate.

PAYMENT TERMS

All terms are net forty five (45) days upon receipt of invoice, unless previous arrangements have been made. All emergency response work for non-established customers is C.O.D.



APRIL 1, 2021 PREFERRED RATES FOR THE CITY OF SANTA ANA

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	99.27	118.44	169.02
SUPERVISOR	99.27	118.44	169.02
CHEMIST / INDUSTRIAL HYGIENIST	99.27	118.44	169.02
LEAD TECHNICIAN	62.10	87.84	114.57
EQUIPMENT OPERATOR	62.10	87.84	114.57
TECHNICIAN	62.10	87.84	114.57

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

HOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	54.45
GEAR TRUCK W/ LIFTGATE	54.45
EMERGENCY RESPONSE UNIT - LARGE	252.99
EMERGENCY RESPONSE UNIT - SMALL	175.68
CREW VAN	47.70
BOB CAT W/SOLID TIRES	59.22
VACUUM TRAILER - 20 BBL	59.22
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	145.17
VACUUM TRUCK - 120 BBL*	166.14
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	188.10
AIR EXCAVATOR*	145.17
HYDRO EXCAVATOR*	269.28
OMNI VAC - 85 BBL*	269.28
JETTER / VACTOR COMBO UNIT*	269.28
ROLL-OFF TRUCK*	145.17
ROLL-OFF TRUCK AND TRAILER*	166.14
DUMP TRUCK - 10 WHEEL*	102.15
TRASH COMPACTOR*	202.41
25' BOX VAN*	102.15
45' BOX VAN*	118.44
45' FLAT BED*	118.44
25' EQUIPMENT TRAILER	38.16
STREET SWEEPER	95.49

*** DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	147.96	DAILY
6-PACK BREATHING AIR BOTTLES	296.91	DAILY
5-MINUTE EGRESS AIR BOTTLE	42.03	DAILY
TRIPOD W/DOUBLE WINCHES	265.41	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	38.16	DAILY
COPPUS BLOWER	214.83	DAILY



APRIL 1, 2021 PREFERRED RATES FOR THE CITY OF SANTA ANA

4-GAS AIR MONITOR	325.62	DAILY
PID METER	450.63	DAILY
MERCURY VAPOR ANALYZER	564.30	DAILY
OVA MONITOR	394.38	DAILY
PERSONAL 4 GAS METER	269.28	DAILY
ELECTRIC BLOWER	86.85	DAILY
<u>4. TRAFFIC CONTROL</u>		
ARROW BOARD	241.56	DAILY
PORTABLE DECON STATION W/ARROWBOARD	322.74	DAILY
BARRICADES W/ REFLECTORS, EACH	35.37	DAILY
DELINEATOR/REFLECTIVE, EACH	1.89	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	17.19	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.88	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	40.14	DAILY
<u>5. CLEANING EQUIPMENT</u>		
AIR COMPRESSOR	45.81	HOURLY
CHEMICAL DIAPHRAGM PUMP	338.94	DAILY
DECONTAMINATION STATION	231.03	DAILY
DIAPHRAGM PUMP	242.55	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.99	DAILY
LAYFLAT HOSE (PER FOOT)	0.99	DAILY
HYDROBLASTER	84.96	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	118.44	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	76.41	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	65.88	HOURLY
ENGINE DRIVEN PUMPS	556.20	DAILY
PORTABLE TRASH PUMP	226.26	DAILY
SUBMERSIBLE PUMP	200.52	DAILY
AIR SCRUBBERS PORTABLE	188.10	DAILY
HEPA FILTERS FOR SCRUBBERS	140.40	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	214.83	DAILY
3 STALL DECONTAMINATION SHOWER	322.74	DAILY
<u>6. PORTABLE STORAGE UNITS</u>		
20-YARD BIN, OPEN TOP	27.72	DAILY
20-YARD BIN, CLOSED TOP	33.39	DAILY
40-YARD BIN, OPEN TOP	27.72	DAILY
40-YARD BIN, CLOSED TOP	35.37	DAILY
4" TANK MANIFOLD	20.97	DAILY
BIN LINERS	57.33	EACH
<u>7. OIL SPILL EQUIPMENT</u>		
20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	226.26	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	169.02	DAILY
BOOM 8"x12" (DEPLOYED)	1.89	PER FT/DAY



APRIL 1, 2021 PREFERRED RATES FOR THE CITY OF SANTA ANA

BOOM 4"x12" (DEPLOYED)	0.99	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	145.17	HOURLY
22' x 8' SELF POWERED BARGE	97.38	HOURLY
19' TOOL SPILL BOAT W/90HP	97.38	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	81.18	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	63.99	HOURLY
12' PUNTS	38.16	HOURLY
12' PUNTS W/ 5HP MOTOR	47.70	HOURLY
SPLASH ZONE 2-PART SEALER	177.57	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	16.20	DAILY
15 LBS ANCHORS W/ 10' CHAIN	11.43	DAILY
24" BOEYS	16.20	DAILY
EMERGENCY RESPONSE TRAILER	507.96	DAILY
ROPE MOP SKIMMER	169.02	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	226.26	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	68.76	HOURLY
SKIMMER TRAILER	226.26	DAILY
ABSORBENT BOOM TRAILER	169.02	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	295.02	DAILY
FORKLIFT TRAILER	106.92	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	54.45	EACH
15 GALLON DOT DRUM, POLY	54.45	EACH
16 GALLON DOT DRUM, STEEL	54.45	EACH
20 GALLON DOT DRUM, STEEL	57.33	EACH
30 GALLON DOT DRUM, POLY	57.33	EACH
30 GALLON DOT DRUM, STEEL	57.33	EACH
5 GALLON DOT DRUM	20.07	EACH
55 GALLON DOT DRUM, POLY	66.87	EACH
55 GALLON DOT DRUM, STEEL	65.88	EACH
55 GALLON DOT DRUM, BIO	42.93	EACH
85 GALLON DRUM, OVERPAK, STEEL	241.56	EACH
95 GALLON DRUM, OVERPAK, POLY	241.56	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	84.06	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	84.06	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	40.14	PER GALLON
BLEACH	4.77	PER GALLON
CHEMICAL POLY TOTES	348.48	EACH
CHLOR-D-TECT Q4000	20.07	EACH
CITRI-CLEAN, 55 GALLON	902.34	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.76	PER GALLON
DRUM LINER	2.88	EACH
DUCT TAPE	6.66	PER ROLL
FACE SHIELD	14.31	EACH
HAND AUGER	94.50	DAILY
HEPA VACUUM FILTER PROTECTORS	21.96	EACH
HEPA VACUUM REPLACEMENT BAGS	21.96	EACH



APRIL 1, 2021 PREFERRED RATES FOR THE CITY OF SANTA ANA

OIL SORBENT POM POMS	62.10	PER BALE
PLASTIC BAGS	81.18	PER BOX
PLASTIC SHEETING	81.18	PER ROLL
RAGS, 50 LB BOX	73.53	PER BOX
ROPE 1/2 POLY, 100' ROLL	35.37	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	40.14	PER ROLL
SAMPLE JARS - 1QT	14.31	EACH
SAND BAGS	3.78	EACH
SHRINK WRAP	33.39	ROLL
SIMPLE GREEN	14.31	PER GALLON
SODA ASH	6.66	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	450.63	PER BALE
SORBENT BOOM, 8"x10"	59.22	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	97.38	PER BALE
SUPERFINE, 25 LB BAG	20.07	PER BAG
TRIWALL BOXES	169.02	EACH
VACTOR FLEX HOSE 4"	1.89	PER FOOT
VACTOR FLEX HOSE 6"	2.88	PER FOOT

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	112.68	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.65	DAILY
BOBCAT SWEEPER ATTACHMENT	238.68	DAILY
CHEST WADERS	66.87	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	161.37	DAILY
COM-A-LONG - 4000 LBS	6.66	DAILY
CUTTING TORCH	163.26	DAILY
DRUM SAMPLING ROD (GLASS)	7.65	EACH
DRUM VACUUM - 55 GALLON	129.87	DAILY
EXTENSION LADDER	14.31	DAILY
EYEWASH STATION	35.37	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTC	241.56	DAILY
FORK LIFT	238.68	DAILY
GENERATOR, 10KV TRAILER MOUNTED	38.16	HOURLY
GENERATOR, 5500 WATTS	134.64	DAILY
HAND TOOLS	57.33	DAILY
HAND WASHING STATION	54.45	DAILY
HAZ-CAT KIT	21.96	PER TEST
HEAVY DUTY JETTER NOZZLES	255.87	DAILY
HEPA VACUUM (DRY)	169.02	DAILY
HIP WADERS	57.33	DAILY
HUDSON SPRAYER	21.96	DAILY
JACK HAMMER 90 LBS	134.64	DAILY
LIFE JACKETS	17.19	DAILY
LIGHT STAND (2 BULBS)	40.14	DAILY
LIGHT TOWER (4 BULBS)	322.74	DAILY
MEALS ON SPILLS	7.65	EACH



APRIL 1, 2021 PREFERRED RATES FOR THE CITY OF SANTA ANA

MERCURY VACUUM	564.30	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	106.92	DAILY
NON-SPARKING COLD CUTTER TIPS	33.39	EACH
PER DIEM ALLOWANCE ON TRAVEL	177.57	DAILY
PICKS "MINERS"	2.88	DAILY
PLUG & DIKE, 1 LB CAN	27.72	EACH
POLY SIPHON (POGO) PUMP	20.97	EACH
PORTABLE RESTROOM W/SINK	169.02	DAILY
PROFILING FEE (PER WASTE STREAM)	84.96	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	44.91	DAILY
SAWZALL	89.73	DAILY
SKIL SAW	40.14	DAILY
STEEL SPIKES, 36"	5.76	DAILY
TRANSFER HOSES, 1 - 4"	47.70	DAILY
TRUCK RAMPS (30,000 LBS)	322.74	DAILY
VAPOR TIGHT DROP LIGHTS	169.02	DAILY
VENTILATION FAN	129.87	DAILY
WATER METER	282.60	DAILY
WATER TANK TRAILER W/ PUMP	381.96	DAILY
DRUM DOLLY	26.73	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	536.58	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	169.02	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	73.53	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	35.37	PER SET

**Appendix
ATTACHMENT 4
CONTRACT COMPARISON FORM**

RFP NO. 21-004

**SPILL RESPONSE, HAZARDOUS WASTE DISPOSAL, AND STORM
DRAIN FACILITY MAINTENANCE SERVICES**

Proposers shall complete this form and include it as part of the fee proposal. This form will be used for fee comparison purposes only.

LABOR RATES OF CONTRACTOR PERSONNEL:

Classification	Hourly Rates		
	Straight Time	Over-Time	Premium Time
Project Manager	99.27	118.44	135.54
Supervisor	99.27	118.44	135.54
Chemist/Industrial Hygienist	99.27	118.44	135.54
Lead Technician	62.10	87.84	114.57
Equipment Manager	62.10	87.84	114.57
Technician	62.10	87.84	114.57

All personnel shall have a minimum of 40 hours HAZ-WOPER training as specified by 29 CFR 1910-120.

NOTE:

Straight Time: Monday through Friday, from 7:00 am to 4:00 pm.

Overtime: Monday through Friday, before 7:00 am and after 4:00 pm, and all day Saturday.

Premium Time: Sundays, City Holidays and after 12 hours of work.



ITEM # 21

APPROVAL OF MINUTES: JULY 20, 2023, CITY COUNCIL MEETING; JULY 26, 2023, SPECIAL COUNCIL MEETING; AUGUST 9, 2023, CITY COUNCIL MEETING; AUGUST 23, 2023, CITY COUNCIL MEETING; SEPTEMBER 13, 2023, CITY COUNCIL MEETING; SEPTEMBER 27, 2023, CITY COUNCIL MEETING



**CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA**

MINUTES

THURSDAY, JULY 20, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:02 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo, and City Treasurer Matanga were also present.

Attorney Gloria Ramirez, Acting City Manager Arlene Salazar, Acting Senior Deputy City Clerk Kimberly Guillen, Transportation Director Kendricks, and Fire Chief Fernando Pelaez.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

Members of the public wishing to address the City Council spoke when the item was discussed.

CLOSED SESSION - NONE

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT - NONE**INVOCATION**

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE**CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER**

None.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS**1. RECEIVE AND FILE MONTEBELLO BUS LINES' COMPREHENSIVE OPERATIONS ANALYSIS FINAL REPORT AND AUTHORIZE STAFF TO BEGIN IMPLEMENTATION OF THE PLAN****RECOMMENDATION: It is recommended that the City Council:**

1. Receive and File Montebello Bus Lines' (MBL) Comprehensive Operations Analysis (COA) Final Report; and
2. Authorize Staff to begin Implementation of the Plan; and
3. Approve the Following Line Geometry Modifications: Line 10 to Cal State Los Angeles, Line 30 to South Pasadena Metro Station, the Split of Line 50 into Line 50 and Line 55, Shorten Line 55, and the Discontinuation of Line 60; and
4. Approve the Following Service Increases: Upgrade Line 20 and 30 to 30-minute service, add Sunday service to Line 50 and 55, add weekend service to Line 70, upgrade Line 10 and 40-to-15-minute service and increase service in the early morning and evening; and
5. Approve the COA fare structure recommendations to be consistent with regional fares; and
6. Take such additional, related action that may be desirable.

Transportation Director Adrianna Kendricks introduced Transportation Planner Alfredo Machuca for a presentation. The presentation included a transit system overview and updates, funding sources, farebox recovery, fare structure, the Line 10 proposed extension, and the Line 50/55 Metrolink layover matrix.

Peter Soderberg, Deputy Project Manager from Nelson Nyygard, provided a presentation on the Comprehensive Operational Analysis. The presentation provided information on the project goals, project schedule, key findings, community outreach activities, a summary of the community feedback, and recommended line modifications, schedule upgrades, fare rates, and facility changes.

The City Clerk's Office acknowledged three(3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

Councilmember Melendez asked for clarification on the fare capping system and the impact on the workforce due to the proposed route. Transportation Director Kendricks provided clarification.

Councilmember Tamayo expressed concern about the low ridership, requested an update on Line 60 in Pico Rivera, and requested clarification on Line 50/55 transfer fees.

Transportation Planner Machuca addressed her questions and concerns. Transportation Planner Machuca and Mr. Soderberg provided clarification on Line 50/55 fees.

Acting City Manager Salazar informed the Council that the City has been working with the Pico Rivera school district to increase ridership and potentially extend the route.

Mayor Pro Tem Peralta was concerned about the extension to Cal State Los Angeles (Line 10), particularly regarding the safety hazards of the road. She inquired about the impact of heightened bus frequencies on drivers and asked if the city has the driver capacity to cover the increased bus frequencies. She also inquired about bus amenities and training measures in light of the bus route changes.

Transportation Director Kendricks provided clarification, informed her about the training plan, and informed the Council that the bus stop improvement project would be discussed at a future meeting.

Councilmember Jimenez thanked the staff for the presentation and spoke in support of the upcoming changes.

Mayor Torres stated that he was appreciative of the information and inquired about the following items: approval process to implement the plans, such as regulatory requirements, or approval from federal and state agencies; total cost for line expansions and increased frequencies; ridership data; and an explanation of the current safety measures.

Transportation Director Kendricks and Acting City Manager Salazar informed the Council that the City had received approval from all regulatory agencies. Acting City Manager Salazar informed the Council that the plan is multi-year. If there is a need for budget appropriations, staff will request Council approval at a future time.

Councilmember Jimenez motioned, seconded by Councilmember Melendez, to approve the item.

There was an alternate motion by Mayor Torres, seconded by Councilmember Melendez to approve only the following recommendations:

1. Receive and File Montebello Bus Lines' (MBL) Comprehensive Operations Analysis (COA) Final Report; and
2. Authorize Staff to begin Implementation of the Plan subject to sub-parts; and
3. Approve the Following Line Geometry Modifications: Line 10 to Cal State Los Angeles, Line 30 to South Pasadena Metro Station, and the Continuation of Line 60; and
4. Approve the COA fare structure recommendations to be consistent with regional fares; and
5. Approve a Transit hub be placed on Washington and Greenwood.

He further stated that the following recommendation would be approved until the Council receives further information:

- Approve the Following Service Increases: Upgrade Line 20 and 30 to 30-minute service, add Sunday service to Line 50 and 55, add weekend service to Line 70, upgrade Line 10 and 40-to-15-minute service, and increase service in the early morning and evening.
- The Split of Line 50 into Line 50 and Line 55, Shorten Line 55

The motion passed unanimously.

2. **AUTHORIZE THE MONTEBELLO FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES DELIVERY PROPOSAL AND IMPLEMENTATION PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Fire Department's Emergency Medical Services delivery model Proposal Plan with authorization to implement a new organizational response model at a subsequent meeting; and
2. Recommend increasing full-time equivalent (FTE) positions in the "Firefighter/EMT" classification, which will include estimated costs for the additional positions and potential funding sources in addition to the general fund; and
3. Recommend the necessary Paramedic Rescue Squad vehicles, including an agreement authorizing the lending/leasing of a Rescue Squad from a partnering Fire Department. All Purchases of the Fire Related Equipment will be in conformance with bidding procedures 3.20.050; and
4. Take such additional related actions as necessary to Implement the Proposed Plan.

Fire Chief Fernando Pelaez provided a presentation on the organizational structure, delivery structure, current staffing model, assessment of current staffing, staffing at each station, fire response data, description of emergency and non-

emergency calls, and description of emergency paramedics and medical technicians. In addition, the plan included the proposed analysis, staffing per shift, delivery model and schedule, budget summary, organizational data, recruitment and engagement strategies, and project timeline.

Councilmember Tamayo asked about the additional staffing needed to address the increased population in Metro Heights.

Acting City Manager Salazar stated that the Metro Heights Development Agreement included language to address funding for additional firefighters.

Mayor Pro Tem Peralta asked for clarification on addressing the staff vacancies with the new structured model, potential grant opportunities, the transition to the new model structure, and potential training for new staff and provided comments.

Fire Chief Pelaez and Acting City Manager Salazar provided clarification.

Fire Union Representative Bonilla spoke in support of the plan.

Mayor Torres asked for clarification on the following: budget summary, vehicle purchase, the expected timeline, cost for additional staff, the projected implementation timeline, and the status of Beverly Hospital. Additionally, he asked staff to provide updates on any developments since their last discussion of Beverly Hospital. Fire Chief Pelaez provided clarification.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on July 26, 2023, at 6:00 p.m.**, which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: July 19, 2023, at 6:00 p.m.

I, Kimberly Guillen, Acting Sr. Deputy City Clerk for the City of Montebello hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Kimberly Guillen, Acting Sr. Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, to adjourn the meeting at 8:51 p.m.

THE MINUTES OF JULY 20, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 11TH DAY OF OCTOBER 2023.

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 1

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 7/20/23

TIME RECEIVED: _____

SPEAKER'S FULL NAME: CECILIA LOPEZ

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

(Optional)

SMART-TD

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Agenda

MEETING DATE: 7/20/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Beatriz Vasquez **PHONE:** 323 552-3352
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Smart -TD
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 2

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

AMENDED AGENDA



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JULY 26, 2023 AT 6:00 PM

**TELECONFERENCE LOCATION FOR
JIMENEZ:**
HOLLYWOOD FOREVER CEMETERY
ADMINISTRATION OFFICE
6000 SANTA MONICA BOULEVARD
LOS ANGELES, CA 90038

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Pro Tem Peralta called the meeting to order at 6:05 p.m.

ROLL CALL

Members present were Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and City Treasurer Matanga were also present. Mayor Torres was absent.

City Attorney Arnold Alvarez-Glasman, Acting City Manager Arlene Salazar, Acting Senior Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman requested to pull Item No. 1a. to be discussed at a future meeting and announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

None.

CLOSED SESSION

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

Mayor Pro Tem Peralta recessed the meeting into Closed Session at 6:06 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

- a. Government Code Section 54956.9(d)(1)
Concerned Residents v. City of Montebello, et al.
Los Angeles Superior Court Case No. 23STCP00290
- b. Government Code Section 54956.9(d)(1)
Navarro vs. City of Montebello, et al.
Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ10708805, ADJ6773842

2. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957

Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Pro Tem Peralta reconvened the meeting at 6:50 p.m.

Councilmember Jimenez was absent for the remainder of the meeting.

All four members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item 1a, was pulled; Item 1b, a briefing was provided to Council, direction was provided to the City Attorney's Office regarding a possible resolution by unanimous vote; Item 2, a briefing was provided to Council, no action taken and nothing to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

Acting City Manager Salazar advised the Council to table Item No. 10 to a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS**3. CERTIFICATE OF RECOGNITION - HILDA PLACENCIA FLORES**

Mayor Pro Tem Peralta presented a Certificate of Recognition to Ms. Hilda Placencia Flores.

4. PARKS AND RECREATION MONTH

Mayor Pro Tem Peralta presented a Proclamation for Parks and Recreation Month to the Department of Parks and Recreation Director David Sosnowski and the team.

5. JUVENILE ARTHRITIS AWARENESS

Mayor Pro Tem Peralta presented a Proclamation for Juvenile Arthritis Awareness.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 and City Council.

The City Clerk's Office acknowledged four(4) member(s) of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Acting City Manager Salazar announced the upcoming Citywide events, which included: Downtown Street Fest, Farmers Market, and the National Night Out.

PUBLIC HEARING

6. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2464 AMENDING THE ZONING DESIGNATION (CASE NO. "PC-2022-0003-ZC-SPR-TPM") FOR THE PROPERTIES LOCATED AT 608, 612, and 616 HART PLACE TO ALLOW THE CONSTRUCTION OF SIXTEEN (16) RESIDENTIAL UNITS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and Uphold the Planning Commission's recommendation to approve Zone Change (ZC) Case No. PC-2022-0003-ZC-SPR-TPM as well as the related Development Agreement (No. 01-22) and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC to amend the zoning designation for the properties located at 608, 612, and 616 Hart Place ("Project Site") from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) to allow the development of sixteen (16) residential units, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Waive First Reading and Introduction of Ordinance No. 2464 approving a ZC (Case No. PC-2022-0004-GPA-ZC-SPR), Development Agreement, and Density Bonus Agreement for the property located at the Project Site; and
3. Find and determine the ZC, Development Agreement, and Density Bonus Agreement to be statutorily exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed Zone Change, Development Agreement, and Density Bonus Agreement; and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta opened the Public Hearing at 7:18 p.m.

There were no speakers for the Public Hearing.

Mayor Pro Tem Peralta closed the Public Hearing at 7:19 p.m.

Councilmember Melendez motioned, seconded by Councilmember Tamayo; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Tamayo	APPROVED: 3-0-0-2
AYES: Tamayo, Melendez, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Torres		

7. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 23-61 CONFIRMING THE FY 2023–24 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 23-61 (Attachment A) confirming the FY 2023-24 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2. Authorize the Levying of the FY 2023-24 Assessments; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta opened the Public Hearing at 7:20 p.m.

There were no speakers for the Public Hearing.

Mayor Pro Tem Peralta closed the Public Hearing at 7:20 p.m.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, the motion passed by the following vote:

MOVED: Melendez	SECONDED: Tamayo	APPROVED: 3-0-0-2
AYES: Tamayo, Melendez, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Torres		

8. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 23-62 CONFIRMING THE FY 2023–24 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 23-62 (Attachment A) confirming the FY 2023-24 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and
2. Authorize the Levying of the FY 2023-2024 Assessments; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta opened the Public Hearing at 7:21 p.m.

There were no speakers for the Public Hearing.

Mayor Pro Tem Peralta closed the Public Hearing at 7:21 p.m.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, the motion passed by the following vote:

MOVED: Melendez	SECONDED: Tamayo	APPROVED: 3-0-0-2
AYES: Tamayo, Melendez, Peralta		

NOES: None
ABSTAIN: None
ABSENT: Jimenez, Torres

REGULAR BUSINESS - NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Mayor Pro Tem Peralta pulled Item No. 9 and 11.

Item No. 10 was pulled by Acting City Manager Salazar, to be discussed at a future meeting.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve Item No. 12; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Tamayo	APPROVED: 3-0-0-2
AYES: Tamayo, Melendez, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Torres		

9. **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3990 WITH SHAK ENTERPRISES DBA MONTEBELLO TIRE PROS AND AUTHORIZE PAYMENT OF INVOICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3990 with SHAK Enterprises Inc. dba Montebello Tire Pros (Montebello Tire Pros; and
2. Authorize payment of invoices from Montebello Tire Pros in the amount of \$149,409; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by the amounts and in the accounts listed on the attached budget amendment listing (Attachment D); and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta inquired about the services provided by Montebello Tire Pros, the type of vehicles serviced, and the outstanding invoices.

Director of Finance Michael Solorza provided clarification.

Mayor Pro Tem Peralta requested that the list of types of vehicles undergoing maintenance be provided at a future date.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 3-0-0-2
AYES: Tamayo, Melendez, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Torres		

10. QUIET CANNON - PAYMENT OF INVOICES AND AMEND FISCAL YEAR 2023-24 BUDGET

RECOMMENDATION: It is recommended that the City Council:

1. Approve payment of invoices for "Campus Host Services" at Quiet Cannon and surrounding premises for the period of July 2019 through April, 2023 and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations to \$212,100 in Account No. 610-66-6040.10 (Golf Course, Quiet Cannon Perimeter, Other Contract Services); and
3. Take such additional, related action that may be desirable.

This item was pulled and will be discussed at a future meeting.

11. APPROVAL OF MINUTES: JUNE 14, 2023 CITY COUNCIL MEETING; JUNE 28, 2023 CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

Mayor Pro Tem Peralta requested to change the Minutes of June 14th to reflect that Mayor Torres requested a motion to approve the item.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, to approve the item with the recommendation; the motion passed by the following vote:

MOVED: Peralta	SECONDED: Melendez	APPROVED: 3-0-0-2
AYES: Tamayo, Melendez, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Torres		

12. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-60 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JULY 26, 2023.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-60 approving the Warrant Register dated July 26, 2023.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve Item No. 12; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Tamayo	APPROVED: 3-0-0-2
AYES: Tamayo, Melendez, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Torres		

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government

Code Section 53232.3(d).

Councilmember Melendez, Councilmember Tamayo, and Mayor Pro Tem Peralta attended the National Association of Latino Elected and Appointed Officials 40th Annual Conference, which took place in New York. They attended various sessions, including affordable housing, mental health, digital currency in local government, infrastructure, workforce development, budget, and politics at the federal level.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **Salvador Melendez, Councilmember**
- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on August 9, 2023, at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Acting Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, July 23, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Acting Senior Deputy City Clerk

Mayor Pro Tem Peralta adjourned in memory of Ana Solis, a Montebello native. Councilmember Melendez motioned, seconded by Councilmember Tamayo, to adjourn the meeting at 7:37 p.m.

THE MINUTES OF JULY 26, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 11TH DAY OF OCTOBER 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 7/26 **TIME RECEIVED:** 5:49

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** 323-724-6099
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Homeless Ro Parker / More Police Patrols

MEETING DATE: 6:00pm **TIME RECEIVED:** 7/26

SPEAKER'S FULL NAME: Jules Matz Morris **PHONE:** _____

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Item #10

MEETING DATE: 7/26 **TIME RECEIVED:** 6:50pm

SPEAKER'S FULL NAME: Lick Heltz **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 7/26 **TIME RECEIVED:** 6:30 PM

SPEAKER'S FULL NAME: Alexandra BrisenO **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



**CITY OF MONTEBELLO
REGULAR MEETING**

MINUTES

WEDNESDAY, AUGUST 9, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:03 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Acting City Manager Arlene Salazar, Acting Senior Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

None.

CLOSED SESSION

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

Mayor Torres recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)

Concerned Residents v. City of Montebello, et al.
Los Angeles Superior Court Case No. 23STCP00290

2. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: Arlene Salazar, Nicholas Razo

Employee Groups: MFMA and MFA

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 7:10 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided, directions were provided to the City Attorney's Office, no action was taken, and nothing further to report; Item No. 2, an update was provided, no action was taken and nothing further to report.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by Montebello-Ashiya Sister Association Host Ambassadors Catalina and Natalia.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

Acting City Manager Salazar stated that Item No. 5 would be pulled for a presentation.

CEREMONIAL ITEMS/PRESENTATIONS

3. NATIONAL WELLNESS MONTH

Presented by Mayor Torres

4. MONTEBELLO-ASHIYA SISTER ASSOCIATION PRESENTATION BY EMMA DELGADO

- Presenting Ashiya Student Ambassadors Aira Hanashima and Takumi Tsubota

Presentation by President of Montebello-Ashiya Sister Association Emma Delgado and the Ashiya Student Ambassadors Aira Hanashima and Takumi Tsubota.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 and City Council.

The City Clerk's Office acknowledged twelve (12) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Staff pulled Item No. 5 for a presentation by City Treasurer Matanga.

Mayor Torres pulled Item No. 10.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, that Item No's. 6-9 and 11, be approved; the motion passed unanimously.

5. TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2023 (Fourth Quarter).

City Treasurer Matanga provided a presentation of the item.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez; the motion passed unanimously.

6. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2464 AMENDING THE ZONING DESIGNATION (CASE NO. "PC-2022-0003-ZC-SPR-TPM") FOR THE PROPERTIES LOCATED AT 608, 612, and 616 HART PLACE TO ALLOW THE CONSTRUCTION OF SIXTEEN (16) RESIDENTIAL UNITS

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2464 approving Zone Change (ZC) Case No. PC-2022-0003-ZC-SPR-TPM as well as the related Development Agreement (No. 01-22) and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC to amend the zoning designation for the properties located at 608, 612, and 616 Hart Place ("Project Site") from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) to allow the development of sixteen (16) residential units, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. FIND and DETERMINE the ZC, Development Agreement, and Density Bonus Agreement to be statutorily exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed Zone Change, Development Agreement, and Density Bonus Agreement; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta; the motion passed unanimously.

7. APPROVAL OF A MEMORANDUM OF AGREEMENT (MOA) WITH THE UPPER LOS ANGELES RIVER (ULAR) WATERSHED MANAGEMENT GROUP

RECOMMENDATION: It is recommended that the City Council:

1. Approve the MOA with the Upper Los Angeles River (ULAR) Watershed Group for Fiscal Years 2023-24 through 2025-26 (Attachment A); and

2. Amend the Fiscal Year 2023-24 budget increasing appropriations by \$27,721 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Outside Contracts); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta; the motion passed unanimously.

8. APPROVE AGREEMENT NO. 4123 WITH JOHNSON CONTROLS, INC. FOR CITYWIDE HVAC MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Service Agreement No. 4123 (Attachment A) to Johnson Controls, Inc. in an amount not-to-exceed \$320,000 over two (2) years; and
2. Authorize the City Manager to execute the Professional Service Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta; the motion passed unanimously.

9. REQUEST TO ISSUE REQUEST FOR PROPOSALS (RFP) NO. 24 – 3 FOR POLICE DEPARTMENT LEGAL SERVICES AND PROCESS INVOICES FOR FUTURE RELATED SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals No. 24-3 (RFP) for Police Department Legal Services; and
2. Authorize payment of future invoices from the Law Office of Jones & Mayer for legal services during Fiscal Year 2023 – 24 in an amount not to exceed \$4,000; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta; the motion passed unanimously.

10. AMEND THE FISCAL YEAR 2023-24 TABLE OF ORGANIZATION/MASTER POSITION CONTROL TO ADD EIGHTEEN (18.0) "FIREFIGHTER/PARAMEDIC" FULL-TIME EQUIVALENT POSITIONS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2023-24 Table of Organization/Master Position Control to add eighteen (18) "Firefighter/Paramedic" Full-Time Equivalent Positions; and
2. Take such additional, related action that may be desirable.

Mayor Torres stated that he was concerned about the long-term liability of the plan and suggested continuing Item No. 10 to the first meeting in September to allow further information and discussion.

Mayor Torres motioned, seconded by Councilmember Melendez, passed by the following vote 4-1-0-0.

MOVED: Torres	SECONDED: Melendez	APPROVED: 4-1-0-0
AYES: Peralta, Melendez, Tamayo, Torres		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

11. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-62 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 09, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-62 approving the Warrant Register dated August 09, 2023.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

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

Councilmember Melendez attended the ICA Conference and stated that it was informative.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Scarlet Peralta, Mayor Pro Tem**

- **Angie M. Jimenez, Councilmember**
 1. **Employee well being - Honoring Jerry Griffin on Suicide Prevention Day/ Week**
 2. **Public Safety - Requesting Consensus to ask the Police Department Chief for a list of hot spots in the city per district.**
 3. **RFP's - Results for Golf Course Remnant parcel for housing and mixed use**

Councilmember Jimenez spoke in support of honoring Jerry Griffin during Suicide Prevention Week. She requested council consensus to direct staff to commemorate personnel who had died of suicide during September. Consensus was received.

Councilmember Jimenez requested council consensus to direct staff to provide a report of violent crimes per district. Mayor Pro Tem Peralta requested to include reported thefts. Consensus was received.

Councilmember Jimenez requested an update on the project. Acting City Manager Salazar stated that the vendors had been suspended until the Council provided further direction. Councilmember Jimenez requested council consensus to continue the process of the golf course remnant parcel.

Mayor Pro Tem Peralta stated she did not support using the remnant parcel for high-density housing. Instead, it should be left as green space since there's a lack thereof.

Councilmember Melendez stated that he is concerned about potential litigation because three firms submitted proposals for the project. He agreed with Mayor Pro Tem Peralta's recommendation and spoke in favor of bringing the item forward for further discussion for transparency with the community and vendors.

Councilmember Tamayo asked clarifying questions regarding the Request for Proposal (RFP). Director of Planning and Community Development Joseph Palombi provided clarification.

Mayor Torres agreed with Mayor Pro Tem Peralta that the golf course parcels should be used as green space. He requested to amend Councilmember Jimenez's request by directing staff to rescind the RFP for high-density housing and instead issue an RFP for green space. Consensus was received for the amended oral by the following vote:

APPROVED: 3-1-1-0

AYES: Tamayo, Peralta, Torres

NOES: Jimenez

ABSTAIN: Melendez

ABSENT: None

- **Salvador Melendez, Councilmember**

- Georgina Tamayo, Councilmember
- David N. Torres, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on August 23, 2023, at 6:00 p.m.** which can be live streamed at <https://www.montebellocity.gov> (Click on Live Stream).

I, Kimberly Guillen, Acting Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, August 6, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Acting Senior Deputy City Clerk

Mayor Torres adjourned in memory of Frank O'Farrell, a long-time employee of the Montebello Fire Department. Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, to adjourn the meeting at 8:51 p.m.

THE MINUTES OF AUGUST 9, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 11TH DAY OF OCTOBER 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

08/09/2023

TIME RECEIVED:

5:41 pm.

SPEAKER'S FULL NAME:

Francisco Gallegos Jr.

PHONE:

(323) 621-9329.

(Optional)

ADDRESS:

9412 San Miguel Ave

South Gate, CA 90280

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED:

No ☐

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

8.9.23

TIME RECEIVED:

5:44

SPEAKER'S FULL NAME:

Virginia Hoyer

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 8/9/23 **TIME RECEIVED:** 5:58

SPEAKER'S FULL NAME: Kristine Kumoy **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Delta plan system (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Chet Holifield Library

MEETING DATE: 8/9/23 **TIME RECEIVED:** 5:58

SPEAKER'S FULL NAME: Fiona Reimers **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ **Non-Agenda Item** ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/9/23 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Antonio Herrera **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SMART-TO Local 1701
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 8/9/23

TIME RECEIVED: 6:00

SPEAKER'S FULL NAME: Barbara Ruiz

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

~~Non-Agenda Item~~ ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: Aug 9th 2023

TIME RECEIVED: 6:00 PM

SPEAKER'S FULL NAME: Mr. Manuel Michael Pineda III

PHONE: 317-6524

(Optional)

ADDRESS: 7501 Warner Ave

(Optional)

ORGANIZATION REPRESENTED: Self

NOTES: Need Help & Action on (Matter) Wifes Passing & Body -

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

8/09/2023

TIME RECEIVED:

6:02

SPEAKER'S FULL NAME:

CECILIA LOPEZ

PHONE

(323) 271-2659

ADDRESS:

456 RAYWOOD AVE. MONTEBELLO, CA 90640

(Optional)

ORGANIZATION REPRESENTED:

SMART-TD

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

8/9/23

TIME RECEIVED:

6:10

SPEAKER'S FULL NAME:

ANNA B. Jurado

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 08-09-2023

TIME RECEIVED: 6:10

SPEAKER'S FULL NAME: Rosa Tamayo

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Orals

MEETING DATE: Aug 9, 2022 **TIME RECEIVED:** 6:10pm

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____

(Optional)

ADDRESS: on record

(Optional)

ORGANIZATION REPRESENTED: may not yet live in Montebello

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 8/9/23 **TIME RECEIVED:** 6:11

SPEAKER'S FULL NAME: Martha Cortez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: street bumps & Trucks

MEETING DATE: 8/9/23

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Delia Delgado

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: None

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, AUGUST 23, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order concurrently with the Special City Council Meeting of August 23rd at 6:03 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Noel Tapia, Acting City Manager Arlene Salazar, Acting Senior Deputy City Clerk Kimberly Guillen, Office Manager Zoraida Caltitla and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Tapia announced the items for Closed Session.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

The City Clerk's Office acknowledged four(4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

CLOSED SESSION

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

Mayor Torres recessed the meeting into Closed Session at 6:11 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LABOR NEGOTIATOR

Government Code Section 54957.6

Agency Negotiators: Arlene Salazar, Acting City Manager; Nicholas Razo, Director of Human Resources

Employee Organization: SMART-TD

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Torres reconvened the meeting at 7:03 p.m.

All five members were present to discuss all Closed Session items.

City Attorney Noel Tapia provided the following report to City Council: a presentation was provided on Item No. 1 of the Special Meeting, Council provided direction, no action taken and nothing to report. Item No. 1 of the Regular Agenda will be discussed at the end of the Regular Session.

INVOCATION

Led by Mayor Torres.

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Peralta.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

Acting City Manager Salazar announced the following corrections to the agenda: Item No. 5 - change of subject to state "Introduction and First Reading of Ordinance No. 2465 Approving a Zone Code Amendment ("ZCA") Modifying the Montebello Municipal Code ("MCC") to Establish an Art in Public Places Program Modification to Section 17.62.050 of the Montebello Municipal Code to Remove "Murals" from the List of Prohibited Signs, and Adoption of CEQA Exemption Under § 15061(B)(3). Item No. 6 staff recommends moving the item to the September 13 City Council Meeting.

CEREMONIAL ITEMS/PRESENTATIONS**2. CHECK PRESENTATION TO COMMUNITY BENEFIT GROUPS**

Mayor Torres presented a \$5,000 check to the Montebello-Ashiya Sister City Association.

3. MONTEBELLO-ASHIYA SISTER ASSOCIATION PRESENTATION BY EMMA DELGADO

- Presenting Montebello Student Ambassadors Alejandro Ruiz and Andrea Ruiz

President of the Montebello-Ashiya Sister Association, Emma Delgado, introduced Montebello Student Ambassadors Andrea Ruiz and Alejandro Ruiz for a presentation on their trip to Ashiya, Japan.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 and City Council.

The City Clerk's Office acknowledged five(5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Acting City Manager Salazar congratulated the Parks and Recreation Staff for a well organized and attended event over the weekend, the Marge Villa Field Dedication.

4. CONSIDERATION OF THE REQUEST FROM SENATOR BOB ARCHULETA TO DECLARE THE ARMENIAN MONUMENT AS A HISTORICAL LANDMARK

Acting City Manager Salazar provided a brief presentation of the item. Staff is requesting Council direction to add the item to a future agenda for Council consideration.

Councilmember Melendez spoke in favor of the item.

Councilmember Tamayo asked staff to inquire with the Armenian Community if they are in favor of the recommendation and look into financials.

Mayor Torres spoke in favor of the item and directed staff to look into the requirements.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Jimenez, approved unanimously.

MOVED: Peralta	SECONDED: Jimenez	APPROVED: 5-0-0-0
AYES: Jimenez, Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: None		

PUBLIC HEARING

5. ADOPT RESOLUTION NO. 23-63 APPROVING A ZONE CODE AMENDMENT ("ZCA") MODIFYING THE MONTEBELLO MUNICIPAL CODE ("MMC") TO ESTABLISH AN ART IN PUBLIC PLACES PROGRAM, MODIFICATION TO SECTION 17.62.050 OF THE MONTEBELLO MUNICIPAL CODE TO REMOVE "MURALS" FROM THE LIST OF PROHIBITED SIGNS, AND ADOPTION OF A CEQA EXEMPTION UNDER § 15061(B)(3)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Zone Code Amendment (ZCA) No. PC-2021-0005-ZCA to establish an Art in Public Places Program; and
2. Approve Ordinance No. 2465 establishing an Art in Public Places Program; and amending Section 17.62.050 of the Montebello Municipal Code ("MMC") to remove "murals" from the list of prohibited signs; and
3. Approve ENV-105-21-CE Notice of Common Sense Exemption (State California Environmental Quality Act (CEQA) Guidelines Section § 15061(b)(3)) - exemption for the proposed project; and
4. Take such additional, related, action that may be desirable.

Economic Development Manager, Jose Gardea provided a presentation of the item.

The Public Hearing opened at 8:17 p.m. The Public Hearing was closed at 8:18 p.m. there were no comments.

The City Council spoke in support of the item.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Jimenez, the item was passed unanimously.

MOVED: Peralta	SECONDED: Jimenez	APPROVED: 5-0-0-0
AYES: Jimenez, Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: None		

6. **ADOPT RESOLUTION NO. 23-63 APPROVING THE FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-63 approving the Fiscal Year 2022-23 draft Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager, or their designee to submit the report to HUD; and
2. Take such additional, related action that may be desirable.

Mayor Torres motioned, seconded by Councilmember Melendez to move the item to, September 13, 2023 Council Meeting. Item approved unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Councilmember Tamayo and Mayor Torres pulled Item No. 7.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, that Item No's. 8-10, be approved; the motion passed unanimously.

MOVED: Melendez	SECONDED: Peralta	APPROVED: 5-0-0-0
AYES: Jimenez, Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: None		

7. **MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT PHASE 3 (CP NO. 894-3) – AWARD OF CONSTRUCTION CONTRACT**

RECOMMENDATION: It is recommended that the City Council:

1. Find that the bid received from J-Squared General Contractors, Inc. is non-responsive and reject the bid; and
2. Award a construction contract for the Montebello Municipal Golf Course Renovation Project Phase 3 (CP No. 894-3) in the amount of \$10,144,000 to Robert Clapper Construction Services, Inc. dba R.C. Construction Services; and
3. Authorize the Director of Public Works to review and approve change orders within a five percent (5%) contingency of the contract amount; and
4. Authorize the City Manager to execute the Contract Agreement (Attachment A) with R.C. Construction Services, on behalf of the City; and
5. Find that the requested "Changes in Work" for Phase 1 (CP No. 894-1) (Attachment B) have no significant effect on the environment and approve the changes in the aggregate amount of \$819,500. The adjusted contract amount with Los Angeles Engineering, Inc. is \$5,913,500; and

6. Find that the requested "Changes in Work" for Phase 2 (CP No. 894-2) (Attachment C) have no significant effect on the environment and approve the changes in the aggregate amount of \$1,823,850. The adjusted contract amount with American Landscape, Inc. is \$11,488,508; and
7. Approve Amendment No. 3 to Agreement No. 3937 with SPORTFIVE Golf, LLC (Attachment D) for additional architectural and engineering design services in the amount not-to-exceed \$362,487; and
8. Award Task Order No. 5 via an Engagement Letter (Attachment E) under Master Retainer Agreement No. 3919 with AIM Consulting Services for additional Construction Management/Inspection Services for Phase 1 and 2 for a not-to-exceed-fee of \$171,248; and
9. Award Task Order No. 6 via an Engagement Letter (Attachment F) under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management/Inspection Services for the clubhouse construction (Phase 3) for a not-to-exceed-fee of \$562,011; and
10. Approve the updated Total Project Budget (Attachment G); and
11. Approve the Notice of Exemption (Attachment H) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
12. Take such additional, related action that may be desirable.

Director of Public Works James Enriquez, Director of Finance Michael Solorza, and Acting City Manager Salazar provided a presentation of the item.

The City Council spoke in favor of the item.

Councilmember Tamayo requested clarification of the miscellaneous fees for phase 3. Director Enriquez provided clarification.

Councilmember Jimenez motioned, seconded by Councilmember Melendez to approve the item; motion passed unanimously.

MOVED: Jimenez

SECONDED: Melendez

APPROVED: 5-0-0-0

AYES: Jimenez, Melendez, Tamayo, Peralta, Torres

NOES: None

ABSTAIN: None

ABSENT: None

8. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4125, TO TENNANT SALES AND SERVICE COMPANY, FOR SCRUBBER AND SWEEPER REPLACEMENT REQUEST FOR QUOTE NO. Q-23-1

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4125 to Tennant Sales and Service Company, for a total not-to-exceed amount of Two Hundred Eighteen Thousand, Six Hundred and Fifteen Dollars (\$218,615), for the Scrubber and Sweeper Replacement Request for Quote No. Q-23-1 (RFQ No. Q-23-1); and
2. Authorize the Acting City Manager, and/or designee, to take action necessary to execute and finalize the agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

9. REPORT OF EMERGENCY REPAIRS TO THE POLICE DEPARTMENT BUILDING AND APPROVAL OF CONTRACTS FOR REQUIRED REPAIR AND REMEDIATION WORK

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City Manager's report of emergency repairs to the Montebello Police Department headquarters building pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2. Determine and find that the repairs and remediation are of an emergency nature and required to prevent further water intrusion which, if left unattended, will continue to create toxic mold, officer safety concerns, and liability in regards to proper storage and handling of criminal evidence; and
3. Authorize the Acting City Manager to execute professional service agreements with ATI Restoration LLC., Mr. Rooter Plumbing, and Custom Craft Flooring for the repair of the Montebello Police Department to remediate the damage caused by water intrusion, in a total aggregate amount of \$300,000; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$300,000 in Account No.100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Other Contract Services-Building Maintenance/ Repairs); and
5. Take such additional, related, action that may be desirable.

10. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-65 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 23, 2023**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-65 approving the Warrant Register dated August 23, 2023.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Angie M. Jimenez, Councilmember**
- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**

- David N. Torres, Mayor

1. Appointment of Danielle Cardona to the Traffic and Safety Commission.

CLOSED SESSION - CONTINUED

Mayor Torres recessed the meeting into Closed Session at 9:07 p.m. to consider Item No. 1 of Closed Session.

Mayor Torres reconvened the meeting at 10:21 p.m.

All five members were present to discuss all Closed Session items. City Attorney Noel Tapia provided the following report to City Council: a presentation was provided on Item No. 1, no action taken and nothing to report.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on September 13, 2023, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Acting Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, August 20, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Acting Senior Deputy City Clerk

Mayor Torres motioned to adjourn the meeting, seconded by Councilmember Tamayo to adjourn the meeting at 10:22 p.m.

THE MINUTES OF AUGUST 23, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 11TH DAY OF OCTOBER 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- City of Montebello Forecasted Agenda

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 1

Meeting Date:

8/23

Time Received:

5:55

Date Received:

8/23

SPEAKER'S FULL NAME:

Will Cervera

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

NOTES:

ACCOMMODATIONS:

Translation Needed: No ☐

Yes ☐

Language:

Received by Staff

Received Via:

Email ☐

Phone ☐

In Person ☐

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: ☒ Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: CLOSED SESSION ITEM

MEETING DATE: 08/23/2023 TIME RECEIVED: 5:58

SPEAKER'S FULL NAME: CECILIA LOPEZ PHONE: (323)
(Optional)

ADDRESS: 656 RAYWOOD AVE.

ORGANIZATION REPRESENTED: SMART-TD
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Closed session - MOU

MEETING DATE:

8/23/23

TIME RECEIVED:

5:58

SPEAKER'S FULL NAME:

Antonio Herrera

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED:

SMART. Local 1701

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: CLOSED SESSION

MEETING DATE: 08/23/2023

TIME RECEIVED: 5:59

SPEAKER'S FULL NAME: MARTHA CORTEZ

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 9/23/23 **TIME RECEIVED:** 5:59

SPEAKER'S FULL NAME: Victor Vargas / Julio Matamoros **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 08-23-2023

TIME RECEIVED: 5:59

SPEAKER'S FULL NAME: Rosa Tamayo

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 8/23 **TIME RECEIVED:** 6:58

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ **Non-Agenda Item** ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/23 **TIME RECEIVED:** 6:58

SPEAKER'S FULL NAME: Marie Ledezma **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 8/23

TIME RECEIVED: 6:58

SPEAKER'S FULL NAME: Vivian Romero

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Conchas & coffee

MEETING DATE: 8/23/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Christopher Jimenez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 7

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/23 **TIME RECEIVED:** 6:13

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 9

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/23 **TIME RECEIVED:** 6:13

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, SEPTEMBER 13, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present. Councilmember Jimenez was absent.

City Attorney Noel Tapia, Acting City Manager Arlene Salazar, Office Manager Zoraida Caltitla, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Noel Tapia announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

There were no Closed Session speaker cards or public comments submitted by the public.

CLOSED SESSION

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

Mayor Torres recessed the meeting into Closed Session at 6:03 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LABOR NEGOTIATOR**
Government Code Section 54957.6

Agency Negotiators: Arlene Salazar, Acting City Manager; Nicholas Razo, Director of Human Resources
Employee Organization: SMART-TD

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Significant exposure to litigation in one matter related to a claim presented by Infrastructure Engineers

3. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957

Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 7:17 p.m.

Four members were present to discuss all Closed Session items. City Attorney Noel Tapia provided the following report to City Council: A briefing was provided on Item No. 1, staff provided a presentation, direction was provided, no action taken; an update was provided on Item No. 2, city staff provided a presentation, Council provided direction and no action taken; for item No. 3, staff provided a presentation, direction was provided and no action was taken.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Clerk Matanga.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

Acting City Manager, Arlene Salazar provided one correction to the Agenda for Item No. 16 stating the item should be read as "Award Professional Services Agreement No. 4136 with Jacob Green & Associates (RFP 23-10) to Prepare a Local Hazard Mitigation Plan.

CEREMONIAL ITEMS/PRESENTATIONS

4. CITIZEN OF THE MONTH - SANDRA SAGE

Presented by Mayor Torres.

5. NATIONAL HISPANIC HERITAGE MONTH

Presented by Mayor Torres.

6. NATIONAL PREPAREDNESS MONTH

Presented by Mayor Torres.

7. SUICIDE PREVENTION WEEK

Presented by Mayor Torres.

8. RECOGNITION OF NEWLY HIRED FIRE PARADEMICS

Chief Pelaez introduced the 11 newly hired Fire Paramedics. City Clerk Jimenez administered the Oath of Office to all 10 fire fighter paramedics that were present.

9. CHECK PRESENTATION TO THE MONTEBELLO CHAMBER OF COMMERCE

Presented by Mayor Torres. On behalf of the City of Montebello, Mayor Torres presented a check for \$10,000 to Adriana Dugan and John Pringle of the Chamber of Commerce for the Fiscal Year 23-24 Operating Grant.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 and City Council.

The City Clerk's Office acknowledged four (4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

10. **ADOPT RESOLUTION NO. 23-63 APPROVING THE FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-63 approving the Fiscal Year 2022-23 draft Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager, or their designee to submit the report to HUD; and
2. Take such additional, related action that may be desirable.

Mayor Torres opened the Public Hearing at 8:12 p.m.

There were no speakers for the Public Hearing.

Mayor Torres closed the Public Hearing at 8:12 p.m.

Councilmember Melendez motioned, seconded by Councilmember Tamayo; motion passed by the vote:

MOVED: Melendez

SECONDED: Tamayo

APPROVED: 4-0-0-1

AYES: Melendez, Tamayo, Peralta, Torres

NOES: None

ABSTAIN: None

ABSENT: Jimenez

REGULAR BUSINESS**11. OBJECTIVE DEVELOPMENT STANDARDS****RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file this report and presentation from AECOM (project consultant) regarding the implementation of the Southern California Association of Governments (SCAG) Objective Development Standards (ODS) project and provide feedback to City staff related to implementing the standards into the Montebello Municipal Code (MMC); and
2. Take such additional, related, action that may be desirable.

Director Palombi introduced the item and a presentation was provided by Planning Consultant, Scott Williamson of AECOM.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Mayor Torres pulled Item No. 13 and 14.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to approve Item Nos. 12, 16, 17, 18 and 19; the motion passed by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

12. SECOND READING OF ORDINANCE NO. 2465 APPROVING A ZONE CODE AMENDMENT ("ZCA") MODIFYING THE MONTEBELLO MUNICIPAL CODE ("MMC") TO ESTABLISH AN ART IN PUBLIC PLACES PROGRAM, MODIFICATION TO MMC SECTION 17.62.050 TO REMOVE "MURALS" FROM THE LIST OF PROHIBITED SIGNS, AND ADOPTION OF A CEQA EXEMPTION UNDER § 15061(B)(3)

RECOMMENDATION: It is recommended that the City Council:

1. Hold second reading to Approve the Zone Code Amendment (ZCA) No. PC-2021-0005-ZCA to establish an Art in Public Places Program; and
2. Waive second reading and adopt Ordinance No. 2465 establishing an Art in Public Places Program; and amending Section 17.62.050 of the Montebello Municipal Code ("MMC") to remove "murals" from the list of prohibited signs; and

3. Find and determine the ZCA and Art in Public Places Program to be statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment; and
4. Take such additional, related, action that may be desirable.

13. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4129 WITH SCS ENGINEERS FOR ENVIRONMENTAL ENGINEERING SERVICES FOR TECHNICAL REVIEW AND ANALYSIS OF THE BROWNFIELD OVERLAY DISTRICT/CHAPIN ROAD LANDFILL AREA

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4129 with SCS Engineers for Environmental Engineering Services for Technical Review and Analysis of the Brownfield Overlay District/Chapin Road Landfill Area;
2. Authorize the Acting City Manager to execute Professional Services Agreement No. 4129 with SCS Engineers for an amount not-to-exceed \$125,000; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$125,000 in Account No.100-50-500-6040.80 (General Fund, Community Development, Administration, Engineering Services); and
4. Take such additional, related, actions that may be desirable.

Mayor Torres motioned, seconded by Councilmember Melendez; the motion passed by the following vote:

MOVED: Torres	SECONDED: Melendez	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

14. APPROVE AGREEMENT NO. 4126 WITH WAXIE ENTERPRISES, INC. FOR CITYWIDE JANITORIAL SUPPLIES

RECOMMENDATION: It is recommended that the City Council:

1. Award a Professional Service Agreement to Waxie's Enterprises, Inc., dba WAXIE Sanitary Supply in an amount not-to-exceed \$300,000 over three (3) years with the option to extend up to two (2) additional years; and
2. Authorize the Acting City Manager to execute the Professional Service Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Torres pulled this item for discussion and inquired about the contract term dates to ensure the contract was still valid and regarding the term limits and options to extend the agreement.

Acting City Manager, Arlene Salazar provided clarification.

Mayor Torres motioned, seconded by Councilmember Peralta; the motion was approved by the following vote:

MOVED: Torres	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

15. AMEND THE FISCAL YEAR 2023-24 TABLE OF ORGANIZATION/MASTER POSITION CONTROL TO ADD EIGHTEEN (18.0) "FIREFIGHTER/PARAMEDIC" FULL-TIME EQUIVALENT POSITIONS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2023-24 Table of Organization/Master Position Control to add eighteen (18) "Firefighter/Paramedic" Full-Time Equivalent Positions; and
2. Take such additional, related action that may be desirable.

Mayor Torres pulled this item for discussion.

The Mayor inquired about projected costs for the added staffing plan since overtime and burden rates were not included in the projections provided.

Director of Finance Michael Solorza and Fire Chief Pelaez provided clarification and a presentation.

It was motioned by Mayor Pro Tem Peralta, seconded by Councilmember Melendez that the item be approved as recommended by Staff; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Melendez	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

16. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4163 WITH JACOB GREEN & ASSOCIATES (RFP 23-10) TO PREPARE A LOCAL HAZARD MITIGATION PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4163 with Jacob Green & Associates to prepare a Local Hazard Mitigation Plan (LHMP); and
2. Authorize the Acting City Manager to execute an Agreement on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$85,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Fire Administration, Other Professional Services); and
4. Take such additional, related, action that may be desirable.

17. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) 24 – 5 FOR PUBLIC SAFETY VIDEO CAMERA SYSTEM UPGRADES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals No. 24-5 (RFP) for Public Safety Video Camera Systems Upgrades; and
2. Take such additional, related action that may be desirable.

18. ADOPT RESOLUTION NO. 23-64 AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE TRANSPORTATION DEVELOPMENT ACT THROUGH THE LOCAL TRANSPORTATION FUND AND THE STATE TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2023-2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-64 authorizing the Director of Finance to submit a claim for funding provided by the Transportation Development Act (TDA) through the Local Transportation Fund and the State Transit Assistance Fund for Fiscal Year 2023-24; and
2. Take such additional, related action that may be desirable.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-67 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 13, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-67 approving the Warrant Register dated September 13, 2023.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Melendez provided an update from the Contract Cities conference that was attended.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **David N. Torres, Mayor**
 1. Request for council consensus directing staff to establish a communications policy on the use of artificial intelligence platforms like ChatGPT for communications.
 2. Request for council consensus to declare October 1 National Latino/Latina Physician Day.
 3. Request for council consensus directing staff to research and suggest alternatives to glyphosate for the maintenance of city properties.
 4. Request for council consensus directing staff to study and create a plan to update business license fees.

5. Statements on Beverly Hospital acquisition by Adventist Health/White Memorial.

Requesting staff to establish a communications policy on the use of AI platforms like ChatGPT; Roll Call: Melendez, Tamayo, Peralta and Torres - Item passes unanimously. Requesting consensus to declare October 1, 2023 National Latino/Latina Physicians Day; Roll Call; Melendez, Tamayo, Peralta and Torres - Item passes unanimously. Requesting staff to find out best practices instead of using glyphosate at City properties; Roll Call - Melendez, Tamayo, Peralta and Torres - Item passes unanimously. Requesting consensus to direct staff to do an updated fee study to create a plan for businesses to pay the updated fee study. Roll Call - Melendez, Tamayo, Peralta and Torres. Item passes unanimously. The mayor acknowledges and thanks all of staff's efforts over the last few weeks towards Beverly Hospital. Encourages all colleagues to reach out to Hilda Solis' Office, Senator Archuleta and Assemblymember Santiago to explain the amount of support our City and community needs.

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on September 27, 2023, at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Acting Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, September 10, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Acting Senior Deputy City Clerk

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to adjourn the meeting at 9:26 p.m.

THE MINUTES OF SEPTEMBER 13, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 11TH DAY OF OCTOBER 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 9/13/23

TIME RECEIVED: 5:51 pm

SPEAKER'S FULL NAME: Fiona Reimers

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Chet Holifield Library

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Drug on 4th St.

MEETING DATE: 9/13/23 **TIME RECEIVED:** 5:55

SPEAKER'S FULL NAME: LEVAN PROTERO **PHONE:** 323 621 3522

(Optional)

ADDRESS: 845 SO 4TH ST.

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 9/13 **TIME RECEIVED:** 6:41

SPEAKER'S FULL NAME: Lynda Hillas **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 9/13/23 **TIME RECEIVED:** 1e 56pm

SPEAKER'S FULL NAME: Denise Ramirez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Mayor Council Oral #2

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Mariela Garcia, MD **PHONE:** 3

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: National Latinola Physician Day

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: C.J. Mariela Garcia, MD

September 13, 2023

Good evening, my name is Linda Nicklas address on file.

I was saddened to hear of the loss of our former Public Works Director James Enriguez. I applaud his courage and moral compass, in stating to you Torres he would not sign or approve any work performed by Infrastructure Engineering. It's my understanding the amount paid by the City of Montebello in the amount of \$429,000.00 has increased to over a million dollars due to Cal Trans for Grant monies paid to IE and found to be fraud for double billing and work reported completed. Which Cal Trans auditors found had not been started, thus resulting in fraud and demand of repayments of Grant money.

It also resulted in Infrastructure Engineering ban from any Cal Trans Projects or grant money to our city if IE is involved.

I was appalled that you three voted to use our taxpayer's money, to repay Grant owed by IE. But we all know why, you Torres and Peralta both received \$20,000.00 each as donations reported in your 460's, that's only what was reported not what's been given in cash.

Also, in closed session I see you plan to hire a City Manager, it's my understanding he will be a man from Huntington Park with No qualifications other than he's friends with campaign manager that ran you three.

Too bad you didn't listen to Mr. Cevera when he said look into hiring corporate leadership, so they'd run the city like a business. I agree to stop the revolving CM moving from city to city.

I just return from a wonderful First-class Alaskan Cruise, gifted to me by my wonderful daughter.

I saw the Northern lights from my balcony suite, and I reflected on what a great experience and expensive.

Then I was told you Torres had taken a 3-week trip to Moraco, Africa, and Egypt, all without a job for 3 and a half years.

Wow anyone that doesn't believe bribery doesn't pay off just look at Torres's 3-week vacation and Peralta's mortgage being paid for her, soon that information will be released who her sugar daddy is.

Well too bad it's the same trash happening in our city, nothing will change until you three stooges get indicted, and trust me it's will happen.



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, SEPTEMBER 27, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Acting City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Management Analyst Samantha Nevarez, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the closed session items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 and City Council.

None.

CLOSED SESSION

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

Mayor Torres recessed the meeting into Closed Session at 6:02 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Alicia Mendoza vs. County of Los Angeles, et al.

Los Angeles County Superior Court Case No. 21STCV42900

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 2051 West Whittier Boulevard, Montebello

Agency's Negotiator: Arlene Salazar, Acting City Manager

Negotiating Party: Montebello Senior Villas

Under Negotiation: Terms of Lease

3. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957

Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 7:09 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez-Glasman provided the following report: Item No. 1, a briefing was provided, no action was taken, and nothing further to report; Item No. 2, Council unanimously voted to authorize a subordinate agreement consistent with the terms; Item No. 3, an update was provided, direction was provided to the City Attorney's Office, and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by the Boy Scout Troops.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

Acting City Manager Salazar announced that Item No. 5 would be moved to the October 13 Council Meeting and Item No. 19 would be moved to a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS

4. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS - PRESENTATION ON PROGRAMS AND INITIATIVES

Carrie Inciong, Senior Project Manager at the San Gabriel Valley Council of Governments, and Brielle Salazar, Regional Housing Trust Manager, provided a presentation of the programs, services, and accomplishments of the San Gabriel Valley Council of Governments (SGVCOG).

Mayor Torres inquired about the timeline for the grade separation project and expected street closures.

Regional Housing State Manager Salazar stated that the timeline includes demolition, public hearings, and demolition. Street Closure to happen in summer 2024. She further stated that the outreach would include door-to-door knocking.

Mayor Torres invited the Council to go door-to-door knocking with the San Gabriel Valley Council of Governments to notify the residents in District 4, which is the most affected. He requested staff to provide a synopsis of any future meetings with the SGVCOG.

5. POLICE EFFORTS - CRIME UPDATES

This item was moved to the October 13th City Council Meeting.

6. CERTIFICATE OF RECOGNITION - BARRY

Chief of Police Paul Espinosa presented a plaque to Barry, Police K-9.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 and City Council.

The City Clerk's Office acknowledged thirteen (13) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

- 7. FIRST READING AND INTRODUCTION OF ORDINANCE NOS. 2466, 2467, AND 2468 APPROVING A TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 - SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACED 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and uphold the Planning Commission's recommendation to approve a Text Code Amendment (Case No. PC-2023-0006-TCA) as well as the related Amended and Restated Development Agreements Nos. (DA Nos. 01- 23 and 02-23) between the City of Montebello and Clear Channel Outdoor, LLC. to amend Chapter 17.62 - Signs of the MMC and allow the relocation and replacement of existing lawfully permitted dual-faced static off-premises outdoor advertising signs for the properties located at 1633 Washington Boulevard and 1720 Bluff Road within the City of Montebello; and
2. Determine and find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3)

related to CEQA only applying to projects which have the potential for causing a significant effect on the environment; and

3. Introduce and waive the first reading of Ordinance No. 2466 approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and
4. Introduce and waive the first reading of Ordinance No. 2467 approving the Amended and Restated Development Agreement (DA No. 01-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and
5. Introduce and waive the first reading of Ordinance No. 2468 approving the Amended and Restated Development Agreement (DA No. 02-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and
6. Take such additional and/or related action that may be desirable.

Mayor Torres opened the Public Hearing at 8:14 p.m.

There were no speakers for the Public Hearing.

Mayor Torres closed the Public Hearing at 8:15 p.m.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

REGULAR BUSINESS

8. ADOPT RESOLUTION NO. 23-69 UPDATING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION TO ADJUST "POLICE TRAINEE" SALARY RANGE

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-69 (Compensation Plan and Table of Organization) to update the Police Trainee salary range, from range twenty-four (\$58,726 – \$73,341) to range forty-one (\$89,359 – \$111,597); and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta inquired about the number of officers that would begin this fiscal year and asked how the training compares to the surrounding cities.

Director of Human Resources Nicholas Razo provided clarification.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo; the motion passed unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Item Nos. 17 and 20 were pulled by members of the public wishing to address the City Council.

Item No. 19 will be moved to a future meeting.

Councilmember Melendez motioned, seconded by Councilmember Jimenez, that Item No's. 9-16, 18, and 21 be approved; the motion passed unanimously.

9. APPROVE PARTICIPATION AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND SOUTHERN CALIFORNIA EDISON FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE UNDER THE CHARGE READY PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Charge Ready Charging Infrastructure and Rebate Participation Agreement with Southern California Edison (SCE); and
2. Authorize the Acting City Manager to execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

10. AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) 24-6 FOR CONSULTANT SERVICES FOR PRE-EMPLOYMENT PUBLIC SAFETY BACKGROUND INVESTIGATIONS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the issuing of a Request for Proposals (RFP) 24-6 to hire a consultant(s) to provide pre-employment public safety background investigation services; and
2. Authorize the use of up to \$75,000 to continue conducting background investigation while the RFP process is complete; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

11. APPROVE THE PURCHASE OF ONE PARAMEDIC RESCUE SQUAD AND RELATED EQUIPMENT AND SUPPLIES AND AUTHORIZE THE BORROWING OF TWO PARAMEDIC RESCUE SQUADS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize an agreement with South Coast Fire Equipment, Inc. to purchase one (1) 2023 Pierce Ford F550 Rescue Squad Apparatus, for a not-to-exceed amount of \$342,317; and
2. Authorize the Acting City Manager, City Attorney and Fire Chief to enter into discussions with the County of San Bernardino and/ or the County of Los Angeles to borrow two (2) Paramedic Rescue Squads for a limited time period to allow for the acquisition of additional rescue squads; and
3. Authorize acquisition of the necessary emergency medical supplies, communications and related equipment to outfit the Paramedic Rescue Squads; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$492,317, in the following accounts and amounts: \$342,317, 100-85-860-6082 (General Fund, Fire, Suppression, Vehicle Purchase) and \$150,000, 100-85-860-6010.10 (General Fund, Fire, Suppression, Machinery and Equipment); and
5. Take such additional, related actions necessary to purchase, outfit and borrow the required rescue squad vehicles

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

12. APPROVE ESTABLISHING SOLE-SOURCE BLANKET PURCHASE ORDERS WITH: AFTERMARKET PARTS COMPANY, AMERICAN MOVING PARTS, CUMMINS PACIFIC, AND INLAND KENWORTH TO PURCHASE MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve establishing a sole-source blanket purchase order (PO) with The Aftermarket Parts Company, LLC (Aftermarket Parts), for the total not-to-exceed amount of One Hundred Seventy Thousand Dollars (\$170,000) to purchase Original Equipment Manufacturer (OEM) proprietary bus parts which can only be acquired through this vendor for the Fiscal Year 2023-24; and
2. Approve establishing a sole-source blanket PO with American Moving Parts, LLC (American Moving Parts), for the total not-to-exceed amount of One Hundred Twenty Thousand Dollars (\$120,000), to provide drum brake and related parts for Montebello Bus Lines (MBL) and vehicle fleet parts for the Montebello Fire Department (MFD) for the FY 2023-24; and

3. Approve establishing a sole-source blanket PO with Cummins Pacific, LLC (Cummins Pacific), for the total not-to-exceed amount of Ninety Thousand Dollars (\$90,000), to purchase OEM vehicle parts for MBL buses and vehicle fleet parts for the MFD for the FY 2023-24; and
4. Approve establishing a sole-source blanket PO with Inland Kenworth Inc. (Inland Kenworth), for the total not-to-exceed amount of Seventy Thousand Dollars (\$70,000), to provide powertrain services and OEM parts for FY 2023-24; and
5. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

13. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 2669 WITH CLEAN ENERGY FUELS CORP. TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR MONTEBELLO BUS LINES' COMPRESSED NATURAL GAS STATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 2669 with Clean Energy Fuels Corp. (Clean Energy), to provide maintenance and support services for Montebello Bus Lines' compressed natural gas (CNG) station for an additional one-year (1) term with additional compensation of an amount not-to-exceed One Hundred Forty Thousand Dollars (\$140,000); and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 2 on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

14. AWARD A PROFESSIONAL SERVICES AGREEMENT, NO. 4131, TO A AND A FLEET PAINTING INC., FOR THE EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND REPAINTING SERVICES REQUEST FOR PROPOSAL NO. 23-11

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4131 to A and A Fleet Painting, Inc., for the Exterior Bus Graphics Decal Replacement and Repainting Services Request for Proposal No. 23-11; and
2. Authorize the Acting City Manager to take action necessary to execute and finalize a contract on behalf of the City of Montebello with A and A Fleet Painting, Inc.; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

15. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4127 TO KYA SERVICES, LLC, FOR THE TRANSIT RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL NO. 23-14

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4127 to KYA Services, LLC for the Restroom Renovation Services Request for Proposal No. 23-14 (RFP No. 23-14); and
2. Authorize the Acting City Manager to execute and finalize the Professional Services Agreement on behalf of the City of Montebello with KYA Services, LLC; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

16. APPROVE A LAND LEASE AGREEMENT WITH THE CITY OF BELL FOR THE INSTALLATION OF A RADIO MICROWAVE LINK

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Land Lease Agreement between the City and the City of Bell for installation of a radio microwave link on a certain designated space on the City's radio communications tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard; and,
2. Authorize the Acting City Manager to execute the Land Lease Agreement with the City of Bell; and,

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

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

17. APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 14-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve, in the form as presented, a Second Amendment to Cannabis Business Development Agreement No. 14-19 ("Second Amendment") for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for the project recommended for approval; and
3. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Councilmember Melendez motioned, seconded by Mayor Torres; the motion passed unanimously.

18. APPROVE TASK NO. 1.1 UNDER MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ON-CALL ENGINEERING DESIGN SERVICES FOR MS4 NPDES PERMIT ADDITIONAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Task Order No. 1.1 via an Engagement Letter under Master Retainer Agreement No. 4000 with KOA for Additional MS4 NPDES Permit Services in a not-to-exceed amount of \$185,087; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,000 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Contract Services Outside Contracts)
3. Authorize the Acting City Manager to execute the Contract Agreement, on behalf of the City; and
4. Take such additional, related, action that may be desirable

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

19. APPROVE EMERGENCY REPAIRS FOR THE SEWER LIFT STATION AT 348 E. LINCOLN AVENUE

RECOMMENDATION: It is recommended that the City Council:

1. Approve emergency repairs for the Sewer Lift station at 348 E. Lincoln Avenue in the total amount of \$250,000 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(A); and,
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$250,000 in Account No. 100-30-340-6040.50 (General Fund, Public Works, Sewer Operations, Contract Services Street Maintenance); and
3. Take such additional, related, action that may be desirable.

This item was moved to a future Council Meeting.

20. ADOPT CITY COUNCIL RESOLUTION NO. 23-70 NAMING A CERTAIN PUBLIC STREET "TOPGOLF DRIVE" AND RESOLUTION NO. 23-71 AUTHORIZING THE RENAMING OF THE MONTEBELLO GOLF COURSE TO BELLA VERDE RESORT AT MONTEBELLO AND RENAMING A PORTION OF VIA SAN CLEMENTE ROAD, FROM N. GARFIELD AVENUE TO THE SOUTH ENTRANCE OF THE CITY OF MONTEBELLO GOLF COURSE, AS "BELLA VERDE DRIVE"

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-70 naming a certain public street "Topgolf Drive" and Resolution No. 23-71 renaming a portion of Via San Clemente Road, from N. Garfield Avenue to the south entrance of the City of Montebello Golf Course, as "Bella Verde Drive"; and

2. Authorize the Acting City Manager to execute certificates and any other related documents to consummate the acceptance of naming and renaming the subject streets, in a form approved by the City Attorney; and
3. Authorize the renaming of the Montebello Golf Course to Bella Verde Resort at Montebello as part of Resolution No. 23-71; and
4. Take such additional, related, action that may be desirable

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta; the motion passed unanimously.

21. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-68 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 27, 2023.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-63 approving the Warrant Register dated September 27, 2023.

Councilmember Melendez motioned, seconded by Councilmember Jimenez; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Tamayo attended the Annual Conference of the League of California Cities in Sacramento. She attended a workshop encouraging cities to work with utility companies to complete street projects effectively. She recommended collaborating with the utility companies to create a schedule that may allow them to work on utilities while the city is repaving.

Acting Director of Public Works, Rita Montalvo, informed the Council that the Department was creating a schedule to post on the City website to alert the utility companies of upcoming projects.

Mayor Pro Tem Peralta attended the NALEO Educational Fund Policies Institute on Emergency Response Conference in Dallas, Texas. The event was two days long, and she participated in several workshops to learn how to respond to crises. She also attended the Annual Conference of the California League of Cities in Sacramento. She attended various workshops that were very informative.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**

- Salvador Melendez, Councilmember
- David N. Torres, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 11, 2023, at 6:00 p.m.** which can be live streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, September 24, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Torres adjourned in memory of mother Jannis Ann Torres after her battle with Creutzfeldt Jakob Disease. Councilmember Jimenez requested to also adjourn in memory of her father, Miguel Jimenez. Mayor Torres motioned, seconded by Councilmember Jimenez, to adjourn the meeting at 8:52 p.m.

THE MINUTES OF SEPTEMBER 27, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 11TH DAY OF OCTOBER 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- City of Montebello Forecasted Agenda

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 9/27

TIME RECEIVED: 5:58

SPEAKER'S FULL NAME: EMILIO HERNANDEZ

PHONE: _____

(Optional)

ADDRESS: EMILIO

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐

Yes ☒

Language: Spanish

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Thank You for Scout Meet

MEETING DATE:

9/27/23

TIME RECEIVED:

SPEAKER'S FULL NAME:

Avery Acosta

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

(Optional)
Cub Scout Pack 45 Montebello

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Thank You for Sweet Dent

MEETING DATE:

9/27/23

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Hannah Vasquez

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED:

Gul Sweet Troop 5631

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Thank you for Scout Hut

MEETING DATE: _____ TIME RECEIVED: _____

SPEAKER'S FULL NAME: Sara Valenzuela PHONE: _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Boy Scout Troop 33 (Optional) Montebello Community
NOTES: Leo Club

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Thank You for Scout Unit

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Oscar Becerra **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Lions Club of Montebello
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

6

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: PUBLIC COMMENTS

MEETING DATE: Sept. 27, 2023 **TIME RECEIVED:** 6:21 pm

SPEAKER'S FULL NAME: MARGOT EUSER **PHONE:** _____

(Optional)

ADDRESS: VIA SANDEWARR, MONTEBELLO

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 09/27/23 TIME RECEIVED: 6:00pm

SPEAKER'S FULL NAME: Adriana Dugan PHONE: _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Announcement: Montebello Chamber of Commerce
(Optional)

NOTES: State of the City Address + Luncheon featuring

ACCOMMODATIONS: _____
Mayor David Torres

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____
October 12th

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 9/27 **TIME RECEIVED:** 6:43

SPEAKER'S FULL NAME: Anna Jurado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 9/27 **TIME RECEIVED:** 6:44

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 9/27

TIME RECEIVED: 6:44

SPEAKER'S FULL NAME: Rosemary Torres

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 9/27

TIME RECEIVED: 6:45

SPEAKER'S FULL NAME: Rosa Tamayo

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

9/27

TIME RECEIVED:

6:45

SPEAKER'S FULL NAME:

Tila Gregorian

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

9/27/23

TIME RECEIVED:

7:07

SPEAKER'S FULL NAME:

Yvette Fimbres

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD



Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

17

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

9/27

TIME RECEIVED:

6:43

SPEAKER'S FULL NAME:

ANNA B JARADO

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 20

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** oppose presentation 111

MEETING DATE: Sept. 27, 2023 **TIME RECEIVED:** 6:28

SPEAKER'S FULL NAME: MARGOT KEISER **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

September 27, 2023

Good evening my name is Linda Nicklas Co-Founder of MATCH90640, address on file.

This evening I'd like to bring to the Council's attention the front-page story in the Whittier Daily newspaper. In the article many people are named for accepting bribes, racketeering and money laundering, etc. Also, it states charges and indictments are being filed. It stated at least one other case- files within the past year and currently under seal is pending. Hopefully it will stop the corruption involving the POT dispensaries you are planning to open here in Montebello.

The saddest part of article our City of Montebello is named in the ongoing investigation.

Not if, but when the indictments are filed here on certain council members, our beloved city's good name will also be tarnished.

I received calls from friends in other cities telling me how sad all your hard work to cleaning up Montebello was thrown away in a matter of a few months, by the new crooks selling away Montebello to the highest bidder.

It's a very well-known fact two councilmembers received over \$10,000 each from interested people wanting those Pot licenses.

My only advice is do what Pacheco and Chavez did make a deal with the FBI, first one to squeal gets the deal.

September 27, 2023

Ms. Peralta, my asking if you became an American citizen was not to challenge your legitimacy as a councilwoman nor to spew hatred as Will Cevera and all his followers accused me of doing. A simple yes or no would have suffice.

You proudly mentioned in your City of Montebello dossier that you and you mother came to the United States as immigrants from Mexico. You also proudly mentioned the extent of your education which you deserve to be proud. You accomplished the American dream and freedom to reach you goals.

Becoming a citizen is a gesture of thanks to our United States Armed Forces and Veterans who fought for those freedoms for everyone. Also, you have veterans who work for the City of Montebello as in management and staff who deserve to be treated with dignity and respect by the Mayor and all council members.

Veterans Day Celebration is upon us soon. I can only hope that you, Ms Peralta, Mayor David Torres and Ms. Georgina Tamayo be present this time and not miss the opportunity to say "Thank You" to veteran citizens of The City of Montebello and honor all veterans of our Armed Forces who sacrifice so much. It's asking so little for so much that has been given to us.

Respectfully,

Anna Jurado



ITEM # 22

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-74 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED OCTOBER 11, 2023**

RESOLUTION NO 23-74

**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. Th at the reference is hereby made to that certain Register of
Audited Demand No.1560, consisting of 8 pages, and including:

Warrant No.

General: Check No. 601144 through 601262
ACH No. 4939 through 5014

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

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

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

APPROVED AND ADOPTED this 11th day of October 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-74

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-74 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 11th day of October 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1560
From Payment Date 09/15/23 - To Payment Date 09/28/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
4939	09/18/2023	\$12,395.37	BUILDING IMPROVEMENTS	3489	MARK THOMAS & COMPANY INC
4940	09/21/2023	\$660.29	SUPPLIES	3163	BANK OF AMERICA
4941	09/21/2023	\$496.10	SUPPLIES	3163	BANK OF AMERICA
4942	09/21/2023	\$1,444.11	SUPPLIES	3163	BANK OF AMERICA
4943	09/21/2023	\$530.20	SUPPLIES	3163	BANK OF AMERICA
4944	09/21/2023	\$18.40	SUPPLIES	3163	BANK OF AMERICA
4945	09/21/2023	\$1,080.84	SUPPLIES	3163	BANK OF AMERICA
4946	09/21/2023	\$3,313.90	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4947	09/21/2023	\$918.63	TRAINING	3163	BANK OF AMERICA
4948	09/21/2023	\$64.00	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4949	09/21/2023	\$666.91	SUPPLIES	3163	BANK OF AMERICA
4950	09/21/2023	\$4,062.07	SUPPLIES	3163	BANK OF AMERICA
4951	09/21/2023	\$270.67	SUPPLIES	3163	BANK OF AMERICA
4952	09/21/2023	\$1,488.74	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4953	09/21/2023	\$900.71	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4954	09/21/2023	\$75.03	SUPPLIES	3163	BANK OF AMERICA
4955	09/21/2023	\$110.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4956	09/21/2023	\$2,250.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
4957	09/21/2023	\$17,537.53	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
4958	09/21/2023	\$4,403.00	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4959	09/21/2023	\$3,438.70	SUPPLIES	62880	AMERICAN MARKER
4960	09/21/2023	\$14,182.40	CONTRACT SERVICES	3016	ANTARES GOLF LLC
4961	09/21/2023	\$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
4962	09/21/2023	\$14,918.58	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
4963	09/21/2023	\$1,122.40	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4964	09/21/2023	\$78,247.37	FUEL INVENTORY	962	MO DION & SONS INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4965	09/21/2023	\$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
4966	09/21/2023	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
4967	09/21/2023	\$1,459.13	CONTRACT SERVICES	180	GLORY GLOBAL SOLUTIONS INC
4968	09/21/2023	\$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
4969	09/21/2023	\$15,889.30	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
4970	09/21/2023	\$180.75	TRAVEL & MEETINGS	48610	CRYSTAL JAIMEZ
4971	09/21/2023	\$20,959.97	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
4972	09/21/2023	\$2,459.30	SUPPLIES	26670	LIFE-ASSIST INC
4973	09/21/2023	\$103,075.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
4974	09/21/2023	\$7,462.70	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
4975	09/21/2023	\$193.54	TRAINING	3778	LAWRENCE MOON
4976	09/21/2023	\$607.08	SUPPLIES	2587	VANESSA PADILLA NAVA
4977	09/21/2023	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
4978	09/21/2023	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
4979	09/21/2023	\$40.00	CARPOOL INCENTIVE	4215	ALYXYS A. RAZANA
4980	09/21/2023	\$176.52	SUPPLIES	1120	BLUETRITON BRANDS INC
4981	09/21/2023	\$5,280.01	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
4982	09/21/2023	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
4983	09/21/2023	\$210,570.88	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
4984	09/21/2023	\$2,179.84	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4985	09/21/2023	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
4986	09/21/2023	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
4987	09/21/2023	\$125.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT COM
4988	09/21/2023	\$1,035.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4989	09/21/2023	\$0.00	VOID	2985	KEVIN SAYCOCIE
4990	09/21/2023	\$462,197.56	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
4991	09/28/2023	\$319,393.55	PENSION/RETIREMENT PAYABLE	17	CAL PERS



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4992	09/28/2023	\$312,785.27	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4993	09/28/2023	\$318,586.72	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4994	09/28/2023	\$331,976.10	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4995	09/28/2023	\$249,151.01	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4996	09/28/2023	\$342,195.24	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4997	09/28/2023	\$342,843.01	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4998	09/28/2023	\$358,761.08	PENSION/RETIREMENT PAYABLE	17	CAL PERS
4999	09/28/2023	\$361,637.56	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5000	09/28/2023	\$357.76	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
5001	09/28/2023	\$8,819.01	SUPPLIES	62880	AMERICAN MARKER
5002	09/28/2023	\$4,271.34	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
5003	09/28/2023	\$6,073.34	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5004	09/28/2023	\$2,121.80	CONTRACT SERVICES	3169	FOOTHOLD TECHNOLOGY INC
5005	09/28/2023	\$56.10	CONTRACT SERVICES	46870	HDL COREN & CONE
5006	09/28/2023	\$323,176.30	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
5007	09/28/2023	\$483.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
5008	09/28/2023	\$845.44	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
5009	09/28/2023	\$8,096.76	CONTRACT SERVICES	19250	N/S CORPORATION
5010	09/28/2023	\$50.16	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
5011	09/28/2023	\$40,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
5012	09/28/2023	\$3,474.69	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5013	09/28/2023	\$1,043.69	CONTRACT SERVICES	3176	PHILLIP SISNEROS
5014	09/28/2023	\$1,172.08	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
ACH TOTALS		\$4,339,348.52			
601144	09/21/2023	\$2,489.67	SUPPLIES	31600	4 IMPRINT
601145	09/21/2023	\$1,101.40	CONTRACT SERVICES	3488	ASPIRE RX INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601146	09/21/2023	\$346.62	UTILITY SERVICES	39550	AT&T
601147	09/21/2023	\$4,617.72	UTILITY SERVICES	39550	AT&T
601148	09/21/2023	\$37.75	UTILITY SERVICES	39550	AT&T
601149	09/21/2023	\$43,907.66	CONTRACT SERVICES	4221	ATI HOLDCO, LLC
601150	09/21/2023	\$100.00	CONTRACT SERVICES	3561	CALI TRANSLATIONS LLC
601151	09/21/2023	\$736.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
601152	09/21/2023	\$4,892.23	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
601153	09/21/2023	\$56.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601154	09/21/2023	\$300.00	TRAINING	4246	LOUIE CANJURA
601155	09/21/2023	\$69.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601156	09/21/2023	\$1,976.15	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601157	09/21/2023	\$34,125.00	CONTRACT SERVICES	4181	CLOUDIAN, INC.
601158	09/21/2023	\$8,795.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
601159	09/21/2023	\$385.00	CONTRACT SERVICES	3945	COMMERCIAL GATE CO. INC.
601160	09/21/2023	\$2,200.00	SUPPLIES	4234	CONTAINER ALLIANCE COMPANY
601161	09/21/2023	\$771.75	SUPPLIES	2941	CONVEYOR MANUFACTURING & SERVICE INC
601162	09/21/2023	\$701.87	MACHINERY & EQUIPMENTS	26080	L N CURTIS & SONS
601163	09/21/2023	\$200.00	CONTRACT SERVICES	2759	D F POLYGRAPH
601164	09/21/2023	\$1,119.85	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601165	09/21/2023	\$1,515.11	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
601166	09/21/2023	\$136.00	PARKS AND RECREATION	4244	ANA DELGADO
601167	09/21/2023	\$41,820.09	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
601168	09/21/2023	\$300.00	TRAINING	4248	BEATRIZ ESPINOZA
601169	09/21/2023	\$89.24	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
601170	09/21/2023	\$3,272.84	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601171	09/21/2023	\$2,912.12	UNIFORM EXPENSE	55650	GALLS LLC
601172	09/21/2023	\$300.00	TRAINING	4247	DEMI GARCIA



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601173	09/21/2023	\$1,600.00	CONTRACT SERVICES	2861	JOSE L GARCIA
601174	09/21/2023	\$281,368.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
601175	09/21/2023	\$68.00	PARKS AND RECREATION	4243	IVONNE GONZALEZ
601176	09/21/2023	\$692.00	CONTRACT SERVICES	48620	THE ROBBINS COMPANY
601177	09/21/2023	\$42,227.60	MACHINERY & EQUIPMENTS	488	INTERNATIONAL BUSINESS MACHINES CORPORATION
601178	09/21/2023	\$2,200.00	CONTRACT SERVICES	2942	JAIIROS PLUMBING INC
601179	09/21/2023	\$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
601180	09/21/2023	\$19,100.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
601181	09/21/2023	\$1,160.00	CONTRACT SERVICES	4198	KIDS ENJOY EXERCISE NOW KEEN LOS ANGELES LCC
601182	09/21/2023	\$30.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
601183	09/21/2023	\$5,829.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
601184	09/21/2023	\$114.00	DUES & SUBSCRIPTIONS	737	LUIS MARTINEZ
601185	09/21/2023	\$3,254.34	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601186	09/21/2023	\$3,000.00	TRAVEL & MEETINGS	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
601187	09/21/2023	\$1,127.00	CONTRACT SERVICES	3546	DIGNITY HEALTH NORTHRIDGE HOSPITAL MEDICAL CENTER
601188	09/21/2023	\$260.16	SUPPLIES	15620	OFFICE DEPOT INC
601189	09/21/2023	\$65.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
601190	09/21/2023	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
601191	09/21/2023	\$50.00	PARKS AND RECREATION	4255	GERSON PINEDA
601192	09/21/2023	\$6,757.14	CONTRACT SERVICES	3279	PROCURE AMERICA INC
601193	09/21/2023	\$1,485.21	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
601194	09/21/2023	\$793.08	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
601195	09/21/2023	\$8,850.00	CONTRACT SERVICES	4189	RALPH ANDERSEN & ASSOCIATES
601196	09/21/2023	\$73,163.42	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601197	09/21/2023	\$7,950.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
601198	09/21/2023	\$149.40	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
601199	09/21/2023	\$44,451.33	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601200	09/21/2023	\$8,117.39	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
601201	09/21/2023	\$630.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
601202	09/21/2023	\$300.00	TRAINING	4249	LYNDON SRIPHAN
601203	09/21/2023	\$3,960.00	CONTRACT SERVICES	4240	SUPERIOR TREE CARE
601204	09/21/2023	\$1,694.52	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
601205	09/21/2023	\$1,850.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
601206	09/21/2023	\$396.78	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
601207	09/21/2023	\$818.90	SUPPLIES	3110	TOMAS ALVARADO
601208	09/21/2023	\$3,007.38	UTILITY SERVICES	72570	US TELEPACIFIC CORP
601209	09/21/2023	\$17,161.00	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
601210	09/21/2023	\$819.26	CONTRACT SERVICES	1823	SERGIO A FLORES
601211	09/21/2023	\$699.00	TRAINING	2699	KIM TURNER,LLC
601212	09/21/2023	\$530.97	CONTRACT SERVICES	64140	TURNOUT MAINTENANCE COMPANY LLC
601213	09/21/2023	\$28,400.22	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601214	09/21/2023	\$541.17	UTILITY SERVICES	23610	VERIZON WIRELESS
601215	09/21/2023	\$150.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
601216	09/21/2023	\$39,396.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
601217	09/21/2023	\$5,511.29	SUPPLIES	67320	WINZER
601218	09/21/2023	\$40.00	CARPPOOL INCENTIVE	2985	KEVIN SAYCOCIE
601219	09/28/2023	\$4,166.67	CONTRACT SERVICES	3557	ADVOCATE INC
601220	09/28/2023	\$2,243.00	UTILITY SERVICES	38380	AT&T
601221	09/28/2023	\$5,294.84	UTILITY SERVICES	39550	AT&T
601222	09/28/2023	\$56.48	UTILITY SERVICES	39550	AT&T
601223	09/28/2023	\$56.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601224	09/28/2023	\$500.00	CONTRACT SERVICES	3892	CYNTHIA CAMACHO
601225	09/28/2023	\$400.00	CONTRACT SERVICES	3892	CYNTHIA CAMACHO
601226	09/28/2023	\$200.00	TRAVEL & MEETINGS	3173	HERMES CARBAJAL



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601227	09/28/2023	\$82.36	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
601228	09/28/2023	\$6,299.04	CONTRACT SERVICES	1764	COMMUNICATIONS PROFESSIONALS INC
601229	09/28/2023	\$220.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601230	09/28/2023	\$1,500.00	CONTRACT SERVICES	3556	DEMSEY FILLIGER & ASSOCIATES LLC
601231	09/28/2023	\$529.00	CONTRACT SERVICES	3392	EL CAMINO COLLEGE
601232	09/28/2023	\$1,297.61	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601233	09/28/2023	\$4,160.29	UNIFORM EXPENSE	55650	GALLS LLC
601234	09/28/2023	\$4,871.01	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
601235	09/28/2023	\$5,048.11	SUPPLIES	2059	HASA INC
601236	09/28/2023	\$3,000.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
601237	09/28/2023	\$9,132.04	CONTRACT SERVICES	3044	KAIZER RANGWALA
601238	09/28/2023	\$7,474.09	PERMITS AND FEES	40400	COPLOGIC INC
601239	09/28/2023	\$50.00	PARKS AND RECREATION	4259	LANLAN LIU
601240	09/28/2023	\$65.00	RECREATION CLASSES	4258	DENNIS LOPEZ
601241	09/28/2023	\$155.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
601242	09/28/2023	\$626.82	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
601243	09/28/2023	\$3,049.62	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601244	09/28/2023	\$400.00	CONTRACT SERVICES	3206	NANCY K BOHL INC
601245	09/28/2023	\$372.81	SUPPLIES	15620	OFFICE DEPOT INC
601246	09/28/2023	\$497.00	GENERAL	4261	ORANGE COUNTY TREX
601247	09/28/2023	\$729.17	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601248	09/28/2023	\$5,492.19	CONTRACT SERVICES	18730	QUETEL AN OMNIGO COMPANY
601249	09/28/2023	\$65.00	RECREATION CLASSES	4123	STEPHANIE RENTERIA
601250	09/28/2023	\$205.00	GENERAL	4262	ROBLES PRODUCE LLC
601251	09/28/2023	\$23,715.04	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601252	09/28/2023	\$250.00	GENERAL GOVERNMENT	69	LINDA SERRANO
601253	09/28/2023	\$38,612.79	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON



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601254	09/28/2023	\$351.88	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
601255	09/28/2023	\$2,329.32	MACHINERY & EQUIPMENTS	65	SPECIAL SERVICES GROUP LLC
601256	09/28/2023	\$27,271.00	CONTRACT SERVICES	6020	STRADLING YOCCA CARLSON & RAUTH
601257	09/28/2023	\$204.70	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
601258	09/28/2023	\$1,407.79	UTILITY SERVICES	23610	VERIZON WIRELESS
601259	09/28/2023	\$2,340.00	CONTRACT SERVICES	1350	VIGILANT SOLUTIONS LLC
601260	09/28/2023	\$3,719.21	MACHINERY & EQUIPMENTS	69930	WEBIPLEX INC
601261	09/28/2023	\$674.73	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
601262	09/28/2023	\$922.96	CONTRACT SERVICES	2905	ZUTRA WATER
CHECK TOTAL		\$951,099.07			
GRAND TOTAL		\$5,290,447.59			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - October

OCTOBER 25TH

Item #	Description	Session	Department	Presenter
	MCAP Quarterly and Care Solace Update	Presentation	Fire	Chief Pelaez/Angélica Palmeros
	1st Quarter Budget Update	Regular Business	Finance	Michael Solorza
	Adoption of the PLA	Consent	City Attorney	Arnold Alvarez-Glasman
	Sewer System Management Plan	Consent	Public Works	Rita Montalvo
	Community HUB (Whittier Blvd)	Consent	Planning	Joseph Palombi
	Request to Issue an RFP for the Arts in Public Places Consultant	Consent	Planning	Joseph Palombi
	Award of Contract for ADA Facilities Assessment	Consent	Parks & Rec	David Sosnowski
	Parks and Facilities Rules and Regulations	Consent	Parks & Rec	David Sosnowski
	1st Quarter Treasurer's Report	Consent	Finance	Michael Solorza
	Acquisition and Lease Financing for two Fire Engines (Pumpers) and Related Rescue Equipment	Consent	Fire	Chief Pelaez/Angélica Palmeros
	Acquisition and Purchase of Self-Contained Breathing Apparatus (SCB's) and Necessary Accessories	Consent	Fire	Chief Pelaez/ Angelica Palmeros
	RFP Bus Stop Improvements Project	Consent	Transit	Adrianna Kendricks
	Server Replacement and Contract Renewal with Computer Protection Technologies	Consent	Police	Chief Espinosa
	Purchase of Police Vehicles	Consent	Police	Chief Espinosa
	Basement Tenant Improvement Related Purchases	Consent	Police	Chief Espinosa
	Minutes	Consent	Administration	Acting CM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza